RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Santa Clara Valley Habitat Agency 535 Alkire Avenue, Suite 100 Morgan Hill, CA 95037 Attention: Executive Officer **RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:** **AND MAIL TAX STATEMENT TO:** City of San José Office of Economic Development Real Estate Services 200 East Santa Clara Street, 12th Floor San José, CA 95113-1905 Attn: Administrative Officer APN: 015-30-061 & 015-30-098	

Space Above Line for Recorder's Use Only

RECORDED WITHOUT FEE UNDER SECTION 6103 GOVERNMENT CODE OF THE STATE OF CALIFORNIA

CONSERVATION EASEMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SAN JOSE, CITY OF SANTA CLARA, AND SANTA CLARA VALLEY HABITAT AGENCY

The Undersigned Declares: DOCUMENTARY TRANSFER TAX $0; CITY TRANSFER TAX $0;

[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area;
[X] City of San José, and
[X] Signature of Declarant
By:_____
Print Name: _____
Title:_____

CONSERVATION EASEMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SAN JOSE, CITY OF SANTA CLARA, AND SANTA CLARA VALLEY HABITAT AGENCY

THIS CONSERVATION EASEMENT AGREEMENT (the **"Agreement"**) dated _____, 2022, by and between City of San José and the City of Santa Clara, municipal corporations organized under California (**"Landowner"**), and Santa Clara Valley Habitat Agency, a California Joint Powers Authority **("Easement Holder"**). Landowner and Easement Holder are also referred to herein individually as a **"Party"** and collectively as the **"Parties."**

RECITALS

A. City of San José is the owner of record and joint owner as a tenant in common with the City of Santa Clara, in fee simple, of certain real property located in the County of Santa Clara, State of California, more particularly known as the San Jose-Santa Clara Regional Wastewater Facility ("**RWF**" or "**Property**"). As consideration for land-in-lieu of fees, Landowner intends to grant this Conservation Easement over approximately 200 acres of the Property (the **"Easement Area"**), as described in **Exhibit A** attached hereto and incorporated herein by this reference and depicted on the maps attached hereto as **Exhibit B** and incorporated herein by reference.

B. This Agreement is being executed and delivered to satisfy certain habitat conservation requirements set forth in the following documents (collectively, the **"Habitat Plan Instruments"**):

(i) The Santa Clara Valley Habitat Plan (**"Habitat Plan"**), dated August 2012, prepared by County of Santa Clara County (**"County"**), City of San Jose (**"San Jose"**), City of Gilroy (**"Gilroy"**), City of Morgan Hill (**"Morgan Hill"**), Santa Clara Valley Water District (**"Water District"**), and Santa Clara Valley Transportation Authority (**"VTA"**), and approved by the United States Fish and Wildlife Service (**"USFWS"**) under Section 10 of the federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 *et seq.*, as it may be amended from time to time) (**"ESA"**), and by California Department of Fish and Wildlife (**"CDFW"**) under the California Natural Community Conservation Planning Act (California Fish and Game Code Section 2800 *et seq.*, as it may be amended from time to time) (**"NCCPA"**); and

(ii) Implementing Agreement for the Santa Clara Valley Habitat Plan (the **"Implementing Agreement"**), dated August 14, 2012, by and among USFWS and CDFW (collectively, the **"Wildlife Agencies"**), Santa Clara Valley Habitat Agency, a Joint Powers Authority (**"Implementing Entity**" or "**Easement Holder**" or "**Habitat Agency**" or **"JPA"**), County, San Jose, Gilroy, Morgan Hill, Water District, and VTA (collectively, JPA, County, San Jose, Gilroy, Morgan Hill, Water District, VTA, are referred to herein as **"Permittees"**); and

(iii) The federal incidental take permit issued by USFWS to Permittees for the Habitat Plan pursuant to Section 10 of ESA; and

(iv) The state incidental take permit issued by CDFW to Permittees for the Habitat Plan pursuant to the NCCPA; and

(v) The Regional General Permit issued by the U.S. Army Corps of Engineers

("USACE") to the Permittees for compliance with the federal Clean Water Act.

C. CDFW has jurisdiction, pursuant to California Fish and Game Code Section 1802, over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species, and CDFW is authorized to hold easements for these purposes pursuant to Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law.

D. USFWS, an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the ESA, the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. Section 742(f) et seq., and other provisions of federal law.

E. The USACE has jurisdiction over waters of the United States pursuant to the federal Clean Water Act, 33 U.S.C. §1251, et seq. and the California Regional Water Quality Control Board (RWQCB) has jurisdiction pursuant to California Water Code Section 13200, et seq.

F. The Easement Holder is authorized to hold conservation easements pursuant to, among other provisions of law, California Civil Code Section 815.3.

G. The Easement Holder also serves as the Implementing Entity of the Habitat Plan, and as such, is responsible for overseeing implementation of the Habitat Plan Instruments, including carrying out planning and design, habitat restoration, monitoring, adaptive management programs, and periodic coordination with USFWS, CDFW, USACE and the RWQCB.

H. The Easement Area possesses wildlife, habitat values, and associated open space values that are of great importance to Easement Holder, the people of Santa Clara County and the people of the State of California and of the United States (the **"Initial Conservation Values"**). The **Initial Conservation Values,** described in **Exhibit C** attached hereto and incorporated herein by reference, are those Conservation Values that are identified in the Habitat Plan and present on the Easement Area/Property at the time of the execution of the Agreement.

I. Following recordation of this Agreement, the Easement Area will be incorporated into the Reserve System (as such term is defined in the Habitat Plan) (**"Reserve System"**) and will count toward the land acquisition requirements set forth in the Habitat Plan. When used herein, the term "**Implementing Entity**" refers to the JPA acting in its capacity as the Implementing Entity under the Habitat Plan and the Implementing Agreement, which confer separate rights and obligations on JPA that will survive any future transfer of the Conservation Easement by JPA. In contrast, the term "**Easement Holder**" is used herein to refer to JPA as the initial holder of such conservation easement interest, as well as any other qualified successor or assignee to which this conservation easement interest has been transferred in accordance with the terms and conditions set forth below.

J. The Habitat Agency and the City of San José, as the administering agency for the San Jose-Santa Clara Regional Wastewater Facility, entered into an Agreement for Burrowing Owl Habitat Management in January 2018 that applies to the Easement Area (the **"Management Plan"**). The Management Plan has been developed in accordance with the applicable requirements of the

Habitat Plan Instruments.

K. The Management Plan is incorporated herein by reference. Landowner and Easement Holder recognize that changes (e.g., in weather cycles, natural resource management technologies, conservation practices) may dictate an adaptation in the management of the Easement Area, consistent with the purposes of this Conservation Easement and the Habitat Plan Instruments. It may be revised from time to time with the written approval of the Landowner, Easement Holder and the Wildlife Agencies, so long as the revisions are consistent with the requirements of the Habitat Plan Instruments. A full and complete copy of the current Management Plan, including any such revisions, shall be kept on file at the offices of the Implementing Entity.

L. The State of California recognizes the public importance and validity of conservation easements by enactment of California Civil Code Section 815 *et seq.*

AGREEMENTS

NOW, THEREFORE, in consideration of the above and mutual covenants, terms, conditions and restrictions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of California, including California Civil Code Section 815 *et seq*., Landowner hereby voluntarily grants and conveys to Easement Holder, its successors and assigns, a conservation easement in gross forever in, on, over and across the Easement Area described in **Exhibit A** and depicted on **Exhibit B** (the **"Conservation Easement"**), subject to the terms and conditions set forth herein, restricting forever the uses which may be made of the Easement Area, and the parties agree as follows:

1. **Purpose**. The purpose of this Conservation Easement is to ensure that existing and future natural values and associated wildlife and habitat values of the Easement Area will be forever protected by preventing any use of the Easement Area that would impair or interfere with the Conservation Values. Landowner intends that this Conservation Easement will confine the use of the Easement Area to such activities that are consistent with the purposes set forth herein, including, without limitation, those involving the preservation, restoration, and enhancement of the Easement Area's Covered Species and their habitats.

2. **Baseline Documentation Report.** The parties acknowledge that a Baseline Documentation Report (the **"Report"**) has been prepared for the Easement Area and approved in writing by Landowner and Easement Holder. A copy of the Report is on file with Landowner and Easement Holder at their respective addresses for notices set forth below. The parties agree that the Report contains an accurate representation of the biological and physical condition of the Easement Area at the time this Agreement is recorded in the Official Records of Santa Clara County (**"Official Records"**), including a full inventory of all of the Easement Area's Covered Species and natural communities found thereon. Notwithstanding the foregoing, if a controversy arises with respect to the nature and extent of the physical or biological condition of the Easement Area or the allowed uses of the Easement Area, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys or other evidence or information to assist in the resolution of the controversy.

3. **Rights of Easement Holder**. To accomplish the purposes of this Conservation Easement, Landowner hereby grants and conveys the following rights to Easement Holder:

(a) To preserve, protect, sustain, restore, and enhance the Conservation Values for the Easement Area described in **Exhibit C** or which develop on the Easement Area in accordance with the Management Plan and the terms and conditions of this Conservation Easement;

(b) To enter upon the Easement Area to monitor Landowner's compliance with, and to otherwise enforce the terms of, this Conservation Easement, and for scientific research necessary to support monitoring and in order to support adaptive management of the Conservation Values; provided, that Easement Holder shall not unreasonably interfere with Landowner's allowed uses and quiet enjoyment of the Easement Area;

(c) To enter upon the Easement Area to carry out, at Easement Holder's sole cost and expense, those management and monitoring requirements applicable to the Easement Area that are set forth in the Management Plan and in Habitat Plan Chapters 5 and 7, including, without limitation, installation and maintenance of fencing around the perimeter of the Easement Area to the extent referenced in the Management Plan as necessary to protect the Conservation Values; provided, that Easement Holder shall use reasonable good faith efforts to conduct such management and monitoring activities in a manner that does not unreasonably interfere with Landowner's allowed uses and quiet enjoyment of the Easement Area;

(d) To prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement;

(e) To require that all mineral, air and water rights held by Landowner that Easement Holder deems necessary to preserve, protect and sustain the biological resources and Conservation Values of the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the purposes of this Conservation Easement;

(f) All present and future development rights and wind power rights allocated, implied, reserved or inherent in the Easement Area; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property. Landowner understands and agrees that nothing in this Conservation Easement relieves Landowner of any obligation or restriction in relation to the development or use of the Easement Area imposed by law, including but not limited to local land use restrictions;

(g) Except where there is an imminent threat to the Easement Area or its Conservation Values, Easement Holder and its employees, contractors or agents will only enter the Easement Area at reasonable times and with at least forty-eight (48) hours advance notice to Landowner. The Landowner may waive these requirements in whole or in part by written notice to Easement Holder; and

(h) Easement Holder currently has access to the Easement Area at Nortech Gate during the term of the Agreement described in Recital I. Before access to the Easement Area at Nortech Gate can be terminated, Landowner agrees to fund and complete the construction of a curb cut to allow access to the Easement Area from Disk Drive prior to any termination of access at Nortech Gate.

4. **Rights of Wildlife Agencies.** The Wildlife Agencies are third-party beneficiaries to

this Agreement for the purpose of enforcing the terms of this Agreement.
For purposes of Section 404 of the federal Clean Water Act, the U.S. Army Corps of Engineers is a third-party beneficiary to this Agreement. For the purposes of Section 401 of the federal Clean Water Act, the Regional Water Quality Control Board is a third-party beneficiary to this Agreement.

5. **Prohibited Uses**. Any activity on or use of the Easement Area that adversely affects the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, Landowner, Landowner's personal representatives, heirs, successors, assigns, employees, agents, lessees, licensees and invitees are expressly prohibited from doing or allowing any of the following uses and activities on the *Easement Area*, unless, and then only to the extent that, a generally prohibited activity set forth below is: (i) an allowed use or practice (e.g., agricultural, rangeland or recreational uses) set forth on **Exhibit D** attached hereto and incorporated herein by reference; (ii) a management practice set forth in the Management Plan, *(*iii) necessary in connection with the performance of any of the conservation actions described in Habitat Plan Chapter 5; or (iv) otherwise necessary to maintain or enhance the Conservation Values:

(a) Unseasonal watering;

(b) Use of fertilizers, pesticides, biocides, herbicides or other chemicals, except for non-native invasive plant species management and infrastructure and facilities management as specifically provided for in the Management Plan;

(c) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways, excepting off-road vehicle use required to conduct any allowed management practice set forth in the Management Plan;

(d) Any construction, reconstruction, relocation or placement of any road, building, billboard, fencing, or sign, or any other structure or improvement of any kind, or altering the surface or general topography of the Easement Area without written approval by the Easement Holder and Wildlife Agencies unless otherwise allowed in the Management Plan;

(e) Agricultural uses, including, without limitation, vineyards, nurseries, or intensive livestock use (e.g., dairy, feedlot) except as may be provided for in the Management Plan (e.g., prescribed grazing);

(f) Any legal or de facto division, subdivision or partitioning of the Easement Area or any fee transfer of less than the entire Easement Area;

(g) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;

(h) Planting, introduction, or dispersal of nonnative plant or animal species, except as approved by the California Department of Food and Agriculture's Biological Control Program for control of invasive species as specifically provided in the Management Plan and with the approval of the Wildlife Agencies;

(i) Filling, dumping, excavating, draining, dredging, mining, drilling, removing, or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks, or other material on or

below the surface of the Easement Area, and granting or authorizing any surface entry for any of these purposes;

(j) Removing, destroying, or cutting of trees, shrubs, or other vegetation except as required by law for (i) fire breaks and/or fuels treatment, (ii) maintenance of existing foot trails or roads, or (iii) prevention or treatment of disease as specifically provided in the Management Plan.;

(k) Manipulating, impounding, or altering any water course, body of water, or water circulation on the Easement Area, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or subsurface waters except for future creation or habitat enhancement of the Property for sensitive, threatened, or endangered species as specifically provided in the Management Plan;

(l) Recreational activities, including, but not limited to, horseback riding, biking fishing with the exception of any recreation specifically allowed in Exhibit D;

(m) Commercial, industrial, residential, or institutional uses;

(n) Altering the surface or general topography of the Easement Area, including but not limited to any alterations to habitat, building roads or trails, paving or otherwise covering the Easement Area with concrete, asphalt or any other impervious material except for those habitat management activities specified in the Management Plan; and

(o) Without the prior written consent of Easement Holder, which Easement Holder may reasonably withhold, transferring, encumbering, selling, leasing or otherwise separating the mineral, air or water rights for the Easement Area owned by Landowner; changing the place or purpose of use of the water rights owned by Landowner; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area that are owned by Landowner, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Area; and (iv) any water from wells that are in existence or may be constructed in the future on the Easement Area.

6. **Unlawful Entry.** Landowner shall undertake all reasonable actions to prevent the unlawful entry and trespass on the Easement Area by persons whose uses or activities may degrade or harm the Conservation Values or are otherwise inconsistent with the purposes of this Conservation Easement.

7. **Landowner's Reserved Rights; Allowed Uses.** Landowner reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Easement Area, including without limitation, the following (collectively, the **"Allowed Uses"**): (a) those specific uses and activities identified in the Management Plan(s) or detailed in **Exhibit D** attached hereto, and (b) all other uses of the Easement Area that are not expressly prohibited or limited by this Agreement, and are consistent with the purposes of this Conservation Easement as set forth in Section 1. Landowner shall have the right to exercise any of the Allowed Uses directly or to allow or invite others to engage in any of the Allowed Uses. While Landowner is not obligated under this Agreement to perform the management and monitoring actions set forth in the

Management Plan(s), Landowner's exercise of the Allowed Uses shall be conducted in a manner that is consistent with the Management Plan(s) and Conservation Values.

8. **Easement Holder's Remedies.** If Easement Holder or any Third-Party Beneficiary determines there is a violation of the terms of this Agreement or that such violation is threatened, written notice of such violation and a demand for corrective action sufficient to cure the violation shall be given to Landowner, with a copy provided to Easement Holder and each other Third-Party Beneficiary. The notice of violation shall specify the measures the Landowner must take to cure the violation.

(a) **Opportunity to Cure**. If Landowner fails to cure the violation within thirty (30) days after receipt of written notice and demand from Easement Holder or any Third-Party Beneficiary, as applicable; or if the cure reasonably requires more than thirty (30) days to complete and Landowner fails to begin the cure within such thirty (30) day period; or Landowner fails to continue diligently to complete the cure, Easement Holder or any Third-Party Beneficiary may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to recover any damages to which Easement Holder and the Third-Party Beneficiaries may be entitled for violation of the terms of this Agreement or for any injury to the Conservation Values, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Easement Area to the condition in which it existed prior to any such violation or injury. Without limiting Landowner's liability therefor, any damages recovered may be applied to the cost of undertaking any corrective action on the Easement Area at the election of the party receiving such damages.

(b) **Emergencies.** If Easement Holder or any Third-Party Beneficiary, each in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values, Easement Holder and/or any Third-Party Beneficiary may pursue its remedies under this section without prior notice to Landowner or without waiting for the period provided for cure to expire. The rights of Easement Holder and the Third-Party Beneficiaries under this section apply equally to actual or threatened violations of the terms of this Agreement. Landowner agrees that Easement Holder's and Third-Party Beneficiaries' remedies at law for any violation of the terms of this Agreement are inadequate and that Easement Holder and/or any Third-Party Beneficiary shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Easement Holder and the Third-Party Beneficiaries may be entitled, including specific performance of the terms of this Agreement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in California Civil Code Section 815, *et seq*. The failure of Easement Holder or any Third-Party Beneficiary to discover a violation or to take immediate legal action in response to such action shall not bar such party from taking legal action at a later time.

(c) **Costs of Enforcement.** Any reasonable costs incurred by the Easement Holder or any Third-Party Beneficiary, where it is the prevailing party, in enforcing the terms of this Conservation Easement against the Landowner, including, but not limited to, costs of suit, and attorneys' and experts' fees, as allowed by law and subject to appropriation of funds, and any costs of restoration necessitated by Landowner's negligence or breach of this Agreement shall be borne by

Landowner. In any action where an agency of the United States is a party, the right to recover fees and costs shall be governed by federal law.

(d) **Enforcement Discretion.** Enforcement of the terms of this Agreement against Landowner shall be at the respective discretion of Easement Holder and each of the Third-Party Beneficiaries, and any forbearance by any such party to exercise its rights under this Agreement in the event of any breach of any term of this Agreement shall not be deemed or construed to be a waiver by such party of such term or of any subsequent breach of the same or any other term of this Agreement or of any of such party's rights under this Agreement. No delay or omission by Easement Holder or any Third-Party Beneficiary in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

(e) **Acts Beyond Landowner's Control.** Nothing contained in this Agreement shall be construed to, or shall entitle, Easement Holder or any Third-Party Beneficiary to bring any action against Landowner for any injury to or change in the Easement Area resulting from (i) any natural cause beyond Landowner's control, including, but not limited to, climate change, fire not caused by Landowner, flood, storm, and earth movement, or any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes; (ii) acts by Easement Holder or any Third-Party Beneficiary or any of their employees, contractors or agents; or (iii) acts by persons that entered the Easement Area/Property unlawfully or by Trespass whose activities degrade or harm the Conservation Values of the Easement Area/Property or whose activities are otherwise inconsistent with this Conservation Easement where Landowner has undertaken all reasonable actions to prevent such activities.

(f) **Third-Party Beneficiary Rights**. The parties intend for each of Implementing Entity (during any such period, if any, that Implementing Entity does not also constitute Easement Holder), USFWS and CDFW (collectively, **"Third-Party Beneficiaries"**) to be a third-party beneficiary of this Agreement. All rights and remedies conveyed to Easement Holder under this Agreement shall extend to and are enforceable by each of the Third-Party Beneficiaries in accordance with the terms hereof. Landowner and Easement Holder acknowledge that, as third-party beneficiaries of this Conservation Easement, the Third-Party Beneficiaries shall have the same rights of access to the Easement Area granted to Easement Holder in Section 3 above, and with rights to enforce all of the provisions of this Agreement. If at any time in the future Landowner uses, allows the use, or threatens to use or allow use of, the Easement Area for any purpose that is inconsistent with or in violation of this Agreement then, despite the provisions of California Civil Code Section 815.7, the California Attorney General and each Third-Party Beneficiary has standing as an interested party in any proceeding affecting the Conservation Easement. These rights are in addition to, and do not limit, the rights of enforcement under the Habitat Plan Instruments. In addition, if CDFW reasonably determines that the Easement Area is not being held, monitored, or stewarded for conservation purposes in the manner specified in this Agreement, the Habitat Plan Instruments, or the Management Plan, the Conservation Easement shall revert to the State of California or another entity as described in California Government Code Section 65967, subdivisions (b) and (c), and subject to approval by CDFW.

9. **Public Access.** Nothing contained in this Agreement gives or grants to the public an independent right to enter upon or use the Easement Area or any portion thereof. Nor shall this Agreement extinguish any public right to enter upon or use the Easement Area.

10. **Costs and Liabilities.** Except for those specific obligations to be undertaken by Easement Holder under Section 3 above, Landowner shall retain all responsibilities and shall bear all costs and liabilities of any kind related to Landowner's ownership, operation, management, and maintenance activities on and relating to the Easement Area. Landowner agrees that neither the Easement Holder nor Third-Party Beneficiaries shall have any duty or responsibility for the operation or maintenance of the Easement Area, the monitoring of hazardous conditions thereon, or the protection of Landowner, the public or any third parties from risks relating to conditions on the Easement Area. Each of Landowner and Easement Holder shall remain responsible for obtaining any applicable governmental permits and approvals for any of such Party's activity or use allowed on the Easement Area under this Agreement, and each of Landowner and Easement Holder shall undertake all allowed activities and uses of the Easement Area in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements. Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Easement Area by competent authority (collectively **"taxes"**), including any taxes imposed upon, or incurred as a result of, this Agreement, and shall furnish Easement Holder with satisfactory evidence of payment upon request. Landowner and Easement Holder shall keep the Easement Area free from any liens, including those arising out of any obligations incurred by such Party for any labor or materials furnished or alleged to have been furnished to or for such Party at or for use on the Easement Area.

11. **Indemnification.**

(a) **Indemnification by Landowner.** Landowner shall hold harmless, protect and indemnify Easement Holder and the Third-Party Beneficiaries, and their respective members, directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each an **"Easement Holder Indemnified Party"** and, collectively, the **"Easement Holder Indemnified Parties"**) from and against any and all liabilities, penalties, costs, losses, damages, expenses (i.e. costs, as allowed by law and subject to the appropriation of funds), causes of action, claims, demands, orders, liens or judgments (each a **"Claim"** and, collectively, **"Claims"**), arising from or in any way connected with:

(i) the activities of Landowner on the Easement Area;

(ii) the inaccuracy of any representation or warranty made by Landowner in this Agreement;

(iii) the breach by Landowner of any provision of this Agreement;

(iv) any injury to or the death of any person, or physical damage to any Easement Area occurring on or about the Easement Area resulting from any act, omission, condition, or other matter related to the Landowner, unless due solely to the negligent or willful misconduct of the any of the Easement Holder Indemnified Parties; and

(v) any violation of, or failure to comply with, any state, federal or local law, regulation or requirement by Landowner or Landowner Indemnified Parties (described below) in any way affecting, involving or relating to the Easement Area.

(b) Limitation on Indemnification by Landowner. Landowner's indemnification of **Easement Holder Indemnified Parties** shall not extend to damages due to the fault of the **Easement Holder Indemnified Parties.**

If any action or proceeding is brought against Easement Holder or any of the Easement Holder Indemnified Parties because of any such Claim, Landowner shall, at the election of and upon written notice from Easement Holder and the Third-Party Beneficiaries, defend such action or proceeding by counsel reasonably acceptable to the Easement Holder or any of the Easement Holder Indemnified Parties.

(c) **Indemnification by Easement Holder.** Easement Holder shall hold harmless, protect, and indemnify Landowner and the Third-Party Beneficiaries, and their respective members, directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each, a **"Landowner Indemnified Party,"** and collectively, the **"Landowner Indemnified Parties"**) from and against any and all liabilities, penalties, costs, losses, damages, expenses (costs, as allowed by law and subject to appropriation of funds), causes of action, claims, demands, orders, liens or judgments (each a **"Claim"** and, collectively, **"Claims"**), arising from or in any way connected with:

(i) the activities of Easement Holder on the Easement Area, including without limitation the Easement Holder's performance of management and monitoring activities set forth in the Management Plan;

(ii) breach by Easement Holder of any provision of this Agreement;

(iii) any injury to or the death of any person, or physical damage to any Easement Area occurring on or about the Easement Area resulting from any act, omission, condition, or other matter related to, an activity on, or use of, the Easement Area by Easement Holder, including without limitation, those performed under the Management Plan, unless due solely to the negligent or willful misconduct of the Landowner or any of the Landowner Indemnified Parties; and

(iv) any violation of, or failure to comply with, any state, federal or local law, regulation or requirement by Easement Holder or Easement Holder Indemnified Parties in any way affecting, involving or relating to the Easement Area.

(d) If any action or proceeding is brought against the Landowner or any of the Landowner Indemnified Parties because of any such Claim, Easement Holder shall, at the election of and upon written notice from Landowner, defend such action or proceeding by counsel reasonably acceptable to the Landowner or any Landowner Indemnified Party. Notwithstanding anything to the contrary in this Easement, if CDFW acquires the Property, CDFW, as Easement Holder, shall be liable only to the extent allowed by the California Tort Claims Act, (Govt. Code §§810 *et seq*), for claims of personal injuries or property damage resulting solely from the grossly negligent or wrongful act or omission of any employee of CDFW while acting within the scope of his/her employment arising out of this Easement. This covenant shall survive the termination of this Easement.

12. **Extinguishment.** The Conservation Easement created by this Agreement constitutes a property right. It is the Parties' intention that the terms and conditions of this Agreement shall be carried out in perpetuity. Liberal construction is expressly required for purposes of effectuating the Conservation Easement in perpetuity, notwithstanding economic hardship or changed conditions of

any kind. If circumstances arise in the future that render the purposes of this Agreement impossible to accomplish, this Agreement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction. In addition, no such extinguishment shall affect the value of Easement Holder's interest in the Easement Area, and if the Easement Area, or any interest therein, is sold, exchanged or taken by power of eminent domain after such extinguishment, Easement Holder shall be entitled to receive the fair market value of the Conservation Easement at the time of such extinguishment. The Initial Conservation Value described in **Exhibit C**, the prohibitions on use under Section 5, and allowed uses under **Exhibit D** may be taken into account in appraising the fair market value of the easement, as may be allowed by then existing law. If such extinguishment occurs with respect to fewer than all acres of the Easement Area, the amounts described above shall be calculated based on the actual number of acres subject to extinguishment.

13. **Condemnation.** Pursuant to California Code of Civil Procedure Section 1240.055, this Conservation Easement is "property appropriated to public use," as used in Article 6 (commencing with Section 1240.510) and Article 7 (commencing with Section 1240.610) of Chapter 3 of Title 7 of the Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property, if at all, *only* as provided in Code of Civil Procedure Section 1240.055. CDFW is a public entity that imposed conditions on approval of a project that were satisfied, in whole or in part, by the creation of this Conservation Easement. If any person seeks to acquire the Property for public use, Grantee shall provide notice to CDFW and comply with all obligations of the holder of a conservation easement under Code of Civil Procedure Section 1240.055. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code Section 65966(j) public use as defined in California Code of Civil Procedure Section 1240.680. The Initial Conservation Value described in **Exhibit C**, the prohibitions on use under Section 5, and allowed uses under **Exhibit D** may be taken into account in appraising the fair market value of the easement, to the extent that the valuation conforms with Section 1240.055 or as may be allowed by then existing law.

14. **Transfer of Conservation Easement.** This Agreement may be transferred by Easement Holder upon written approval of the Third-Party Beneficiaries, which approval shall not be unreasonably withheld or delayed; provided, that Easement Holder shall give the Third-Party Beneficiaries at least sixty (60) calendar days prior written notice of the proposed assignment or transfer. Easement Holder may transfer its rights under this Agreement only to an entity or organization: (a) authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and California Government Code Section 65967 (and any successor or other provisions then applicable), or the laws of the United States; and (b) otherwise reasonably acceptable to the Third-Party Beneficiaries. Easement Holder shall require the transferee to record the conveyance in the Official Records of the County where the Easement Area is located. The failure of Easement Holder to perform any act provided in this section shall not impair the validity of this Agreement or limit its enforcement in any way. Any transfer under this section shall be subject to the requirements of Section 15 below.

15. **Transfer of Easement Area.** Landowner agrees to incorporate the terms of this Agreement by reference in any deed or other legal instrument by which Landowner divests itself of any interest in all or any portion of the Easement Area, including, without limitation, a leasehold interest. Landowner further agrees to give written notice to Easement Holder and the Third-Party Beneficiaries of the intent to transfer any interest at least thirty (60) calendar days prior to the date of

such transfer. Easement Holder and the Third-Party Beneficiaries shall have the right to prevent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Agreement. The failure of Landowner to perform any act provided in this section shall not impair the validity of this Agreement or limit its enforceability in any way. Any successor in interest of Landowner, by acceptance of a deed, lease, or other document purporting to convey an interest in the Easement Area, shall be deemed to have consented to, reaffirmed and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Agreement.

16. **Assignment.** Easement Holder may assign its rights and obligations under this Agreement only to an entity or organization: (a) authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and California Government Code Section 65967 (and any successor or other provisions then applicable), or the laws of the United States; and (b) otherwise acceptable to the Third-Party Beneficiaries and Landowner.

17. **Notices.**

(a) Any notice, demand, request, consent, approval, or communication that Landowner, Easement Holder, or any Third-Party Beneficiary desires or is required to give to the others shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Landowner: City of San Jose
Environmental Services Department
Attn: Department Director
200 E. Santa Clara Street, 10th Floor
San Jose, CA 95113

City of Santa Clara
Department of Water and Sewer Utilities
Attn: Department Director
1500 Warburton Avenue
Santa Clara, CA 95050

To Easement Holder: Santa Clara Valley Habitat Agency
535 Alkire Avenue, Suite 100
Morgan Hill, CA 94037
Attn: Executive Officer

To Implementing Entity: Santa Clara Valley Habitat Agency
535 Alkire Avenue, Suite 100
Morgan Hill, CA 94037
Attn: Executive Officer

To USFWS: United States Fish and Wildlife Service
Sacramento Fish and Wildlife Office
Coast-Bay Division
2800 Cottage Way, Room W-2605
Sacramento, CA 95825

Attn: Coast-Bay Division Chief

To DFG: California Department of Fish and Wildlife
Bay Delta Region
7329 Silverado Trail
Napa, CA 94558
Attn: Regional Manager

With a copy to: California Department of Fish and Wildlife
Office of the General Counsel
1416 Ninth Street, 12th Floor
Sacramento, California 95814-2090
Attn: General Counsel

or to such other address as a party shall designate by written notice to the others. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) calendar days after deposit into the United States mail.

(b) Coordinating Communication. Communication related to advance notice and approval for property access by Easement Holder for the purpose of carrying out actions as outlined in the Management Plan may be provided and responded to electronically. Easement Holder's request to access the property shall be provided with enough advanced notice for Landowner to reasonably review the request.

18. **Amendment.** This Agreement may not be amended, modified or otherwise changed in any manner, except by a written amendment executed by the parties hereto, or their successors in interest, it being understood that no easement holder or landowner will ever be obligated to negotiate or enter into any such amendment; and no discretionary approval that this Agreement may allow to be made from time to time by a party will operate to amend or modify any of the terms of this Agreement to any extent or in any manner, except when the amendment or modification is to the Management Plan and consistent with Conservation Values determined by Wildlife Agencies in **Exhibit C**. Any such amendment shall be subject to the prior written consent of the Third-Party Beneficiaries; any amendment made without such consent is void and without effect. Any such amendment shall be consistent with the purposes of the Conservation Easement and shall not affect the perpetual duration of the Conservation Easement. Any such amendment must refer to this Agreement by reference to its recordation data, and must be recorded in the Official Records of the County where the Easement Area is located.

19. **Merger.** The doctrine of merger shall not operate to extinguish the Conservation Easement if the Conservation Easement and the Easement Area become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, a replacement conservation easement, with a new Easement Holder identified by the Implementing Entity and approved by the Third-Party Beneficiaries, containing the same protections embodied in this Agreement shall be recorded against the Easement Area.

20. **No Hazardous Materials Liability.** Landowner represents and warrants that, after reasonable review of Landowner's records as of the date of this Agreement, Landowner has no knowledge or notice of any Hazardous Materials (as defined below) or underground storage tanks

existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Easement Area, or transported to or from or affecting the Easement Area except as disclosed in the Phase 1 Environmental Site Assessment for the 200 Acre Regional Wastewater Facility Bufferland, San Jose, California. The parties further represent and warrant that each party shall comply with all Environmental Laws (as defined below) in using the Easement Area and that all parties shall keep the Easement Area free of any material environmental defect, including, without limitation, contamination from Hazardous Materials (as defined below). Without limiting the obligations of Landowner under this Agreement, Landowner hereby releases and agrees to indemnify, protect and hold harmless the Easement Holder Indemnified Parties (as defined in Section 11(a)) from and against any and all Claims (as defined in Section 11(a)) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, or otherwise associated with the Easement Area at any time, except any Hazardous Materials placed, disposed or released by Easement Holder Indemnified Parties, or their employees or agents. Easement Holder Indemnified Parties, or their employees or agents, shall be responsible for any such placement, disposition, or release of any Hazardous Materials and Landowner may seek all remedies available under law to address, abate, mitigate or otherwise sure any damage caused by the responsible party(ies), This release and indemnification includes, without limitation, Claims for (a) injury to or death of any person or physical damage to any Easement Area; and (b) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (as defined below). If any action or proceeding is brought against any of the Easement Holder Indemnified Parties because of any such Claim, Landowner shall, at the election of and upon written notice, defend such action or proceeding by counsel reasonably acceptable to the Easement Holder Indemnified Party.

Parties do not intend this Agreement to be, and this Agreement shall not be, construed such that it creates in or gives to Easement Holder or the Third-Party Beneficiaries the following, except subsections (a), (b), and (c) shall apply if the Hazardous Materials are placed, disposed, or released by Easement Holder or Easement Holder Indemnified Parties:

(a) The obligations or liability of an "Landowner" or "operator," as those terms are defined and used in Environmental Laws (as defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*; hereinafter, "CERCLA"); or

(b) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(c) The obligations of a responsible person under any applicable Environmental Laws; or

(d) The right to investigate and remediate any Hazardous Materials associated with the Easement Area; or

(e) Any control over Landowner's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Easement Area.

The term **"Hazardous Materials"** includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C.

Section 6901 *et seq.*; hereinafter **"RCRA"**); the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 *et seq.*; hereinafter **"HTA"**); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 *et seq.*; hereinafter **"HCL"**); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 *et seq.*; hereinafter **"HAS"**), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Agreement.

The term **"Environmental Laws"** includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials.

21. **Representations and Warranties.** Landowner hereby makes the following representations and warranties for the benefit of Easement Holder and the Third-Party Beneficiaries:

(a) **Authority.** Landowner has good and sufficient title to the Easement Area (including all appurtenances thereto, including, without limitation, [*all minerals and mineral rights and all water and water rights*], and Landowner has full right and authority to enter into this Agreement and convey the Conservation Easement to Easement Holder. There are no monetary liens and encumbrances recorded against the Easement Area except as expressly identified in **Exhibit E**. All deeds of trust and mortgages, if any, recorded against the *Easement Area/Property*, or any portion thereof, are and shall continue to be subordinated to this Conservation Easement, excepting any encumbrances or covenants related to public financing in support of the operation or capital improvement of the RWF; documentation of such subordinations is contained in **Exhibit E**.

(b) **Compliance with Laws.** Landowner has not received notice of, and has no knowledge of, any material violation of any federal, state, county or other governmental or quasi-governmental statute, ordinance, regulation, law or administrative or judicial order with respect to the Easement Area except as disclosed in the Report.

(c) **No Litigation.** There is no undisclosed action, suit or proceeding which is pending or threatened against the Easement Area or any portion thereof relating to or arising out of the Landownership or use of the Easement Area, or any portion thereof, in any court or in any federal, state, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

22. **General Provisions.**

(a) **Controlling Law; Jurisdiction; Venue.** The interpretation and performance of this Agreement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state, and by applicable federal law. Any suit, mediation, arbitration, litigation, hearing or proceeding relating to this Agreement shall be brought only in Santa Clara County, California.

(b) **Liberal Construction.** It is the intent of this Agreement to preserve the condition of the Easement Area and each of the Conservation Values protected herein, notwithstanding economic or other hardship or changes in circumstances or conditions. The provisions of this Agreement shall be liberally construed to effectuate the purposes of the Conservation Easement and to allow Landowner's use and enjoyment of the Easement Area to the

extent consistent with such purposes. Liberal construction is expressly required for purposes of effectuating this Agreement in perpetuity, notwithstanding changed conditions of any kind. The Conservation Easement created by this Agreement is the intended best and most productive use of the Easement Area. No remedy or election given by any provision in this Agreement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of any use and zoning restrictions of the State of California, the County of Santa Clara, or any other governmental entity with jurisdiction, the more restrictive provisions shall apply. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) **Meet and Confer**. In the event either party determines there is a need to meet and confer to resolve any discrepancy of findings related to, or to validate or determine compliance with, this Conservation Easement, then authorized representatives from all affected parties will act in good faith to meet and confer in order to resolve the discrepancy or issue in a timely manner, before any additional adverse action, finding or litigation is pursued.

(d) **Severability.** If a court of competent jurisdiction voids or invalidates on its face any provision of this Agreement, such action shall not affect the remainder of this Agreement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Agreement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(e) **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Agreement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 18.

(f) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Landowner's title, rights or interest in or to the Easement Area in whole or in part, in any respect.

(g) **Successors.** The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Easement Area.

(h) **Termination of Rights and Obligations.** A party's rights and obligations under this Agreement terminate upon transfer of the party's interest in the Agreement, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(i) **Captions and Headings.** The captions and headings used in this Agreement have been inserted solely for convenience of reference and are not a part of this Agreement and shall have no effect upon its construction or interpretation.

(j) **Additional Easements.** Landowner shall not grant any additional easements, rights of way or other interests in the Property other than a security interest to finance the Plant Master Plan capital improvement program, or grant or otherwise abandon or relinquish any water right or agreement relating to the Easement Area, notwithstanding the specific uses and/or easement described in Exhibit D, without first obtaining the written consent of Easement Holder and the Third-Party Beneficiaries. Easement Holder and the Third-Party Beneficiaries may not unreasonably withhold such consent unless it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the Conservation Values. This section shall not prohibit transfer of a fee or leasehold interest in the Easement Area that is subject to this Agreement and complies with Section 14.

(k) **Recording.** Easement Holder shall record this Agreement in the Official Records of the county where the *Easement Area/Property* is located, and may re-record it at any time as Easement Holder deems necessary to preserve its rights hereunder.

(l) **Counterparts.** The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF Landowner and Easement Holder have executed this Agreement the day and year first above written.

LANDOWNER:

CITY OF SAN JOSE, a California municipal corporation

By:_____
TONI J. TABER, CMC
City Clerk

CITY OF SANTA CLARA, a California municipal corporation

By:_____
Name: _____
Title: _____

EASEMENT HOLDER:

SANTA CLARA VALLEY HABITAT AGENCY, a California Joint Powers Authority

By:_____
Name: _____
Title: _____

EXHIBITS:

Exhibit A -- Legal Description of the Easement Area
Exhibit B -- Map of the Easement Area
Exhibit C -- Initial Conservation Values
Exhibit D -- Allowed Uses and Reservation of Easements
Exhibit E -- Monetary Liens and Encumbrances

Exhibit A
Legal Description of the Easement Area

EXHIBIT "A"

LEGAL DESCRIPTION

All the property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of the lands shown on Record of Survey filed in Book 629 of Maps at Pages 27 & 28, on August 1, 1991, Official Records of Santa Clara County, also as shown on Record of Survey filed in Book 545 of Maps at Page 44, on July 1, 1985, Official Records of Santa Clara County (henceforth RS 1), and also as shown on Record of Survey filed in Book 651 of Maps at Pages 25-27, on October 21, 1993, Official Records of Santa Clara County (henceforth RS 2), and shown on Record of Survey filed in Book 445 of Maps at Pages 31 & 32, on July 12, 1979, Official Records of Santa Clara County more particularly described as follows:

BEGINNING at the most easterly corner of Parcel 1, as shown on that Parcel Map filed in Book 535 of Maps at Pages 52 & 53, on November 2, 1984, Official Records of Santa Clara County, being South 42°20'35" East, 629.08 feet from the most easterly corner of Parcel 10 as shown on the Parcel Map Filed in Book 741 of Maps at Pages 8, on August 6, 2001, Official Records of Santa Clara County;

thence along the north easterly lines of said Parcel 1 and said parcel 10 the following 5 courses:

1. North 42°20'35" West, 1,816.09;
2. North 10°20'58" East, 164.72 feet;
3. North 38°35'48" West, 505.83 feet, (henceforth L2 as shown on the Exhibit B);
4. North 49°16'05" East, 13.95 feet;
5. North 42°35'43" West, 2.51 feet;

thence leaving the easterly line of said Parcel 10, North 49°10'57" East, 55.46 feet;

thence North 36°41'08" West, 12.78 feet;

thence North 57°35'05" East, 164.28 feet to the beginning of a tangent curve, concave to the south having a radius of 100.00 feet;

thence easterly along said curve an arc distance of 68.97 feet through a central angle of 39°31'01" to a line lying 0.37 feet southwest of and parallel with the southwesterly Right of Way of Los Esteros Road 50.00 feet wide as shown on RS 1;

thence along said parallel line, South 82°53'54" East, 850.35 feet;

thence leaving said parallel line, South 77°49'20" East, 26.44 feet to the beginning of a tangent curve, concave to the southwest having a radius of 150 feet;

thence southeasterly along said curve an arc distance of 37.02 feet through a central angle of 14°08'27";

thence South 63°40'53" East, 39.84 feet; thence North 51°57'13" East, 16.49 feet;

thence North 89°49'00" East, 90.94 feet to a line lying 0.37 feet southwest of the and parallel with the southwesterly Right of Way of said Los Esteros Road;

thence along said parallel line, South 82°53'54" East, 1357.15 feet;

thence leaving said parallel line, South 36°20'57" East 417.55 feet;

thence North 54°35'33" East, 240.98 feet;

thence South 35°32'14", East 263.55 feet;

thence South 07°56'29" East, 867.75 feet;

thence South 89°22'45" West, 1147.82 feet;

thence South 01°38'27" West, 334.96 feet to the easterly prolongation of the south line of that City of San Jose Parcel as described in Book 1871 page 435, Official records, and shown on that Record of Survey RS 2;

thence along the prolongation of said southerly line, North 88°59'09" West, 283.32 feet;

thence leaving said southerly line, South 07°04'44" West, 360.86 feet;

thence South 60°05'29" West 204.27 feet;

thence South 42°32'10" West 248.68 feet;

thence South 14°38'27" West 110.08 feet;

thence South 18°22'20" East 580.27 feet;

thence South 53°54'08" East 301.88 feet;

thence South 88°49'10" East 106.03 feet;

thence South 01°10'50" West 858.00 feet;

thence North 89°46'53" West 448.03 feet, to the West line of the 61.326 acre parcel shown in the Record of Survey in Book 445 of Maps at Page 31, Santa Clara County Records;

thence along said West line, North 01°14'02" East, 609.99 feet, to a point on said line being 75.07 feet South of the northeast corner of the 17.937 acre parcel shown on last said Record of Survey;

thence leaving said West line, North 44°45'51" West, 107.76 feet, to a point on the North line of said 17.937 acre parcel, said point being 77.51 feet west of said northeast corner;

thence along said North line, North 88°55'28" West, 731.55 feet to the beginning of a tangent curve, concave to the north having a radius 270.00 feet;

thence westerly along said curve, an arc distance of 85.74 feet, through a central angle of 18°11'41" to a point of reverse curve, concave to the south having a radius of 330 feet;

thence westerly along last said curve, an arc distance of 104.80 feet, through a central angle of 18°11'47", to the East line of Parcel 2 of the Parcel Map recorded in Book 523 of Maps, at Page 15 in said county;

thence along said East line and the northerly prolongation thereof, N01°13'00"E, 1,020.67 feet to the easterly prolongation of the north line of Parcel 3 of last said Parcel Map;

thence westerly along the prolongation of said north line, N89°18'01"W, 1401.03 feet, to the easterly line of Parcel 1 of that Parcel Map filed in Book 535 of Maps at Pages 52 & 53;

thence along last said easterly line N01°15'28"E, 416.17 feet to the **POINT OF BEGINNING**;

TOGETHER WITH Parcel 10 as shown on the Parcel Map Filed in Book 741 of Maps at Pages 8-13 inclusive, Official Records of Santa Clara County.

EXCEPTING FROM said Parcel 10, any portion lying Northeasterly of the prolongation of line L2 as shown on Exhibit B.

Containing 201.66 acres.

Distances shown hereon are GRID distances. To obtain Ground distances multiplying GRID distances by 1.00004988.

A PLAT OF THE ABOVE DESCRIBED AREA IS ATTACHED HERETO AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

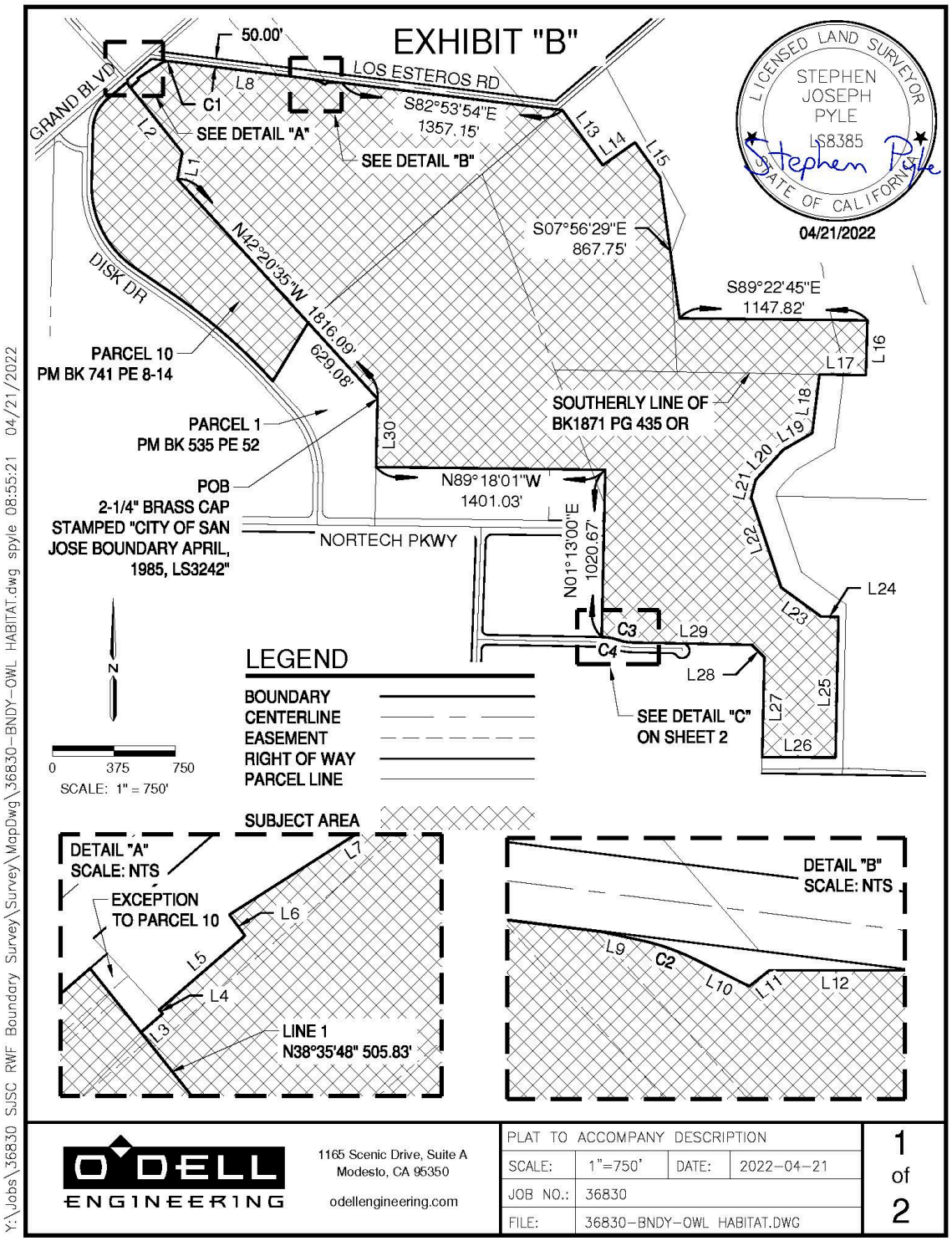
This real property description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyors' Act.

Stephen Pyle

Stephen J. Pyle
Professional Land Surveyor
California No. 8385

April 21, 2022
Date

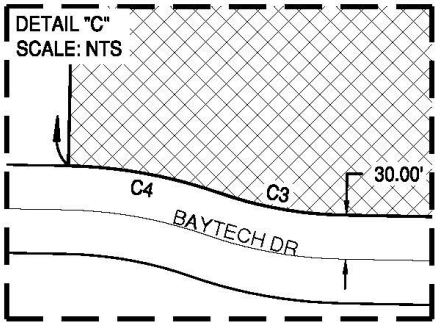
Exhibit B
Map of the Easement Area



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N10°20'58"E	164.72'
L2	N38°35'48"W	505.83'
L3	N49°16'05"E	13.95'
L4	N42°35'43"W	2.51'
L5	N49°10'57"E	55.46'
L6	N36°41'08"W	12.78'
L7	N57°35'05"E	164.28'
L8	S82°53'54"E	850.35'
L9	S77°49'20"E	26.44'
L10	S63°40'53"E	39.84'
L11	N51°57'13"E	16.49'
L12	N89°49'00"E	90.94'
L13	S36°20'57"E	417.55'
L14	N54°35'33"E	240.98'
L15	S35°32'14"E	263.55'
L16	S01°38'27"W	334.96'
L17	N88°59'09"W	283.32'
L18	S07°04'44"W	360.86'
L19	S60°05'29"W	204.27'
L20	S42°32'10"W	248.68'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	S14°38'27"W	110.08'
L22	S18°22'20"E	580.27'
L23	S53°54'08"E	301.88'
L24	S88°49'10"E	106.03'
L25	S01°10'50"W	858.00'
L26	N89°46'53"W	448.03'
L27	N01°14'02"E	609.99'
L28	N44°45'51"W	107.76'
L29	N88°55'28"W	731.55'
L30	N01°15'28"E	416.17'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	100.00'	39°31'01"	68.97'
C2	150.00'	14°08'27"	37.02'
C3	270.00'	18°11'41"	85.74'
C4	330.00'	18°11'47"	104.80'



ABBREVIATIONS

BLVD	BOULEVARD
BK	BOOK
DR	DRIVE
PG	PAGE
PKWY	PARKWAY
PM	PARCEL MAP
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
RD	ROAD

NOTE

DISTANCES SHOWN HEREON ARE GRID DISTANCES. TO OBTAIN GROUND DISTANCES MULTIPLY GRID DISTANCES BY 1.00004988.

Y:\Jobs\36830 SJSC RWF Boundary Survey\Survey\MapDwg\36830-BNDY-OWL HABITAT.dwg spyle 08:55:21 04/21/2022

O'DELL ENGINEERING

1165 Scenic Drive, Suite A
Modesto, CA 95350

odellengineering.com

PLAT TO ACCOMPANY DESCRIPTION			
SCALE:	NONE	DATE:	2022-04-21
JOB NO.:	36830		
FILE:	36830-BNDY-OWL HABITAT.DWG		

2 of 2

Exhibit C
Initial Conservation Values

In accordance with Habitat Plan Section 8.6.3, this **Exhibit C** will set forth those land-cover types and covered species habitat described in Habitat Plan Chapter 3 that are present on the Easement Area. Section 8.6.3 also requires the Conservation Easement to either include or incorporate by reference the initial pre-acquisition assessment of covered species and natural communities present. An initial pre-acquisition survey was prepared and is summarized in this Exhibit.

The San José-Santa Clara Regional Wastewater Facility (RWF) Buffer lands Preserve (Easement Area) is part of the San José-Santa Clara Regional Wastewater Facility. The RWF occupies a 2,600-acre site located at the southern edge of San Francisco Bay in North San José, and the buffer lands provide a buffer for the adjacent land uses from potential odors and safety hazards due to the Facility operations. The Easement Area includes 200 acres within the buffer lands area identified as "Owl Habitat" in *The Plant Master Plan* (adopted by the City of San José in 2013) and the Cisco Mitigation Site. It is comprised of mainly grasslands east and west of Zanker Road and south of the facility itself.

The Easement Area is targeted for Reserve System enrollment because it provides a unique conservation value—one of five occupied western burrowing owl breeding sites in the permit area. It is the first breeding burrowing owl site to be enrolled in the Reserve System and represents 33% (200 of 600 acres) of the occupied nesting habitat requirement. It is located within Conservation Analysis Zone Guadalupe-3 and North San José/Bay lands Burrowing Owl Conservation Region. It is one of 5 breeding burrowing owl sites in this region, where all the remaining colonies are located south of San Francisco Bay. Enrollment of this site contributes to Habitat Plan conservation action LAND-G6 "Acquire, obtain easements, or retain management agreements on burrowing owl nesting habitat within 2 miles the San José Water Pollution Control Plant Buffer lands, north of Highway 237".

The Easement Area supports seasonal wetland (approx. 4.9 acres), freshwater marsh (approx. 5.4 acres) and annual grassland (approx. 190.6 acres) land cover types. The vast majority of the site is open grasslands vegetated with non-native grasses and plants such as the thistle (*Carduus spp*.). The Congdon's Tarplant (*Centromadia parryi ssp. Congdonii*), a plant listed as rare by the California Native Plant Society, is also present at the site.

The entire Easement Area is considered occupied burrowing owl breeding habitat and provides modeled habitat for California red-legged frog (51 acres), tricolored blackbird (57 acres), and western pond turtle. The Easement Area and adjacent buffer lands have had documented breeding burrowing owls on site since data collection began in 1996. The number of adult owls historically fluctuating between 2 and 20 adults observed during the breeding season. In 2016 the number of breeding season adults was the highest recorded, with 25 adults (up from 20 in 2015) observed and 12 successful nesting pairs which fledged 58 chicks. A total of 18 active burrows were found to contain evidence of owl activity: 13 burrows were designated as nest locations and five satellite burrows were identified as burrows for escape from disturbance or used during chick dispersal. Six nesting attempts occurred in artificial burrows and seven nesting attempts occurred in natural burrows. The vegetation management activities allowed under the Management Plan, and the abundance of adjacent foraging habitat has improved conditions for owls over the last few years. In 2018, nine breeding pairs were present with 7 successful pairs that fledged 22 chicks. In 2019, 12 adults were observed, 5 breeding pairs were present with 4 successful pairs that fledged 21 chicks. In 2020, 12 adults were observed, as well as 9 chicks.

Management onsite will focus on those actions that benefit the burrowing owl. Long term habitat

management will be required to maintain proper vegetation height, exclude predators, coordinate trapping efforts, and perform wildlife surveys. Mowing and wire trimming around active burrows will keep vegetation low within a 30-foot radius. Invasive plants may be managed under the Management Plan to benefit the owls and maintain prey base. Perimeter fencing, low perches, and natural and artificial burrows will be installed, repaired, or maintained. Prey refugia (e.g., rock piles, brush piles, and vegetated mounds) will be installed and maintained as necessary. As necessary, predators will be managed on site.

Exhibit D
Allowed Uses and Reservation of Easements

Landowner shall have the right to maintain, repair, reasonably enlarge, and reasonably replace the improvements that exist on the Easement Area and which are acknowledged in this Conservation Easement, in the same or different locations, provided that Landowner shall first obtain Easement Holder's and Wildlife Agencies prior written approval for any enlargement, relocation or replacement. Said approval shall not be unreasonably withheld, conditioned, or delayed but in no event shall that approval be granted if said enlargement or replacement would impair or diminish the Conservation Values of the Easement Area. Notwithstanding the foregoing, (i) maintenance, repair, enlargement and replacement of improvements authorized in the Management Plan may be undertaken without additional Easement Holder or Wildlife Agency approval, and (ii) existing fences may be repaired and replaced for purposes of reasonable and customary management of the property and wildlife, without further permission of Easement Holder or Wildlife Agencies; provided, all repair, and replacements shall be, designed and installed to protect, and not impair, the Conservation Values of the Easement Area/Property, including, but not limited to, wildlife corridors.

Water Resources:

Landowner may maintain such surface water resources on the Easement Area as are noted in the terms and conditions of this Conservation Easement and the Management Plan. Landowner may only develop new or enhance existing surface water resources with the prior written approval of Easement Holder and Wildlife Agencies which approval shall not be unreasonably withheld, conditioned, or unreasonably delayed, and then only if said development is necessary to enhance, restore, create, preserve, or protect the Conservation Values of this Conservation Easement, and the development does not impair the Conservation Values of this Conservation Easement and that such development is consistent with State Water Law.

Operational Resources:

Landowner shall have the right to reasonably enlarge, reasonably replace or remove equipment, facilities, installations and general RWF and collection systems infrastructure that exist on the Easement Area, in the same or different locations, with prior written approval of Easement Holder, which approval shall not be unreasonably withheld, conditioned, or unreasonably delayed, and then only if said enlargement, replacement or removal is necessary to maintain the operation of the RWF and collection systems. Landowner will notify Easement Holder and Wildlife Agencies for any enlargement, relocation or replacement. In addition, the following activities shall be considered Allowed Uses and may occur without additional Easement holder approval:

- driving and walking on approved roads and paths,
- access to maintain and repair underground pipelines, including but not limited to three active utility lines, one recycled-water line and three raw sewage lines,
- staging and access for construction activities related to repair and maintenance of existing infrastructure,
- access to repair fencing,
- PG&E tower repair and maintenance,
- Santa Clara County Vector Control (Vector Control) for mosquito abatement,

- rail spur maintenance and repair, and
- wildlife rescue and transportation.

Storm Drain Easement:

Landowner shall reserve from the Easement Area a storm water drain easement, as generally described below, for the use and benefit of the RWF and other properties in the immediate vicinity. Note that this storm water drain easement is specifically excluded from the Easement Area and the no credits shall be given for the acreage reserved from the Easement Area. The Parties agree, without future consideration, to execute and deliver other such documents and take such other action as may be reasonably requested by the other Party to consummate the recoding of the storm drain easement as described herein. For the avoidance of doubt, no obligations contained herein commit any Party to commit any actions related to their regulatory functions.

The location of the reserved storm drainage easement is depicted in the map attached below. The total area of the reserved storm drain easement shall be no greater than 33,900 square feet, the width of the easement shall be no greater than thirty-five (35) feet, and the storm drain itself shall approximately thirty-six (36) inches and shall be buried underground at a depth of approximately ten (10) feet. However, the exact size and corresponding legal description of the storm drainage easement itself is not presently fixed and the Parties agree to enter into an easement agreement for the purposes of a storm drain in conformance with the location and maximum area described in this Exhibit.

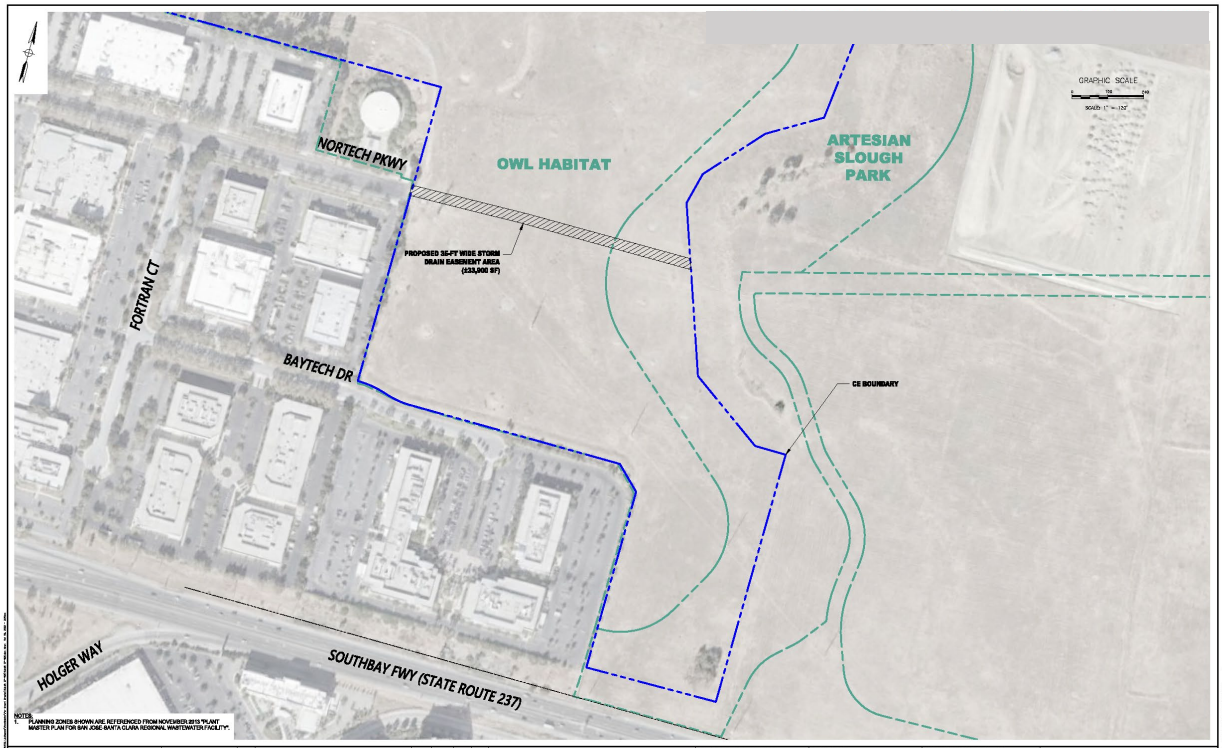

NORTECH PKWY
OWL HABITAT
ARTESIAN SLOUGH PARK
GRAPHIC SCALE
PROPOSED 35-FT WIDE STORM DRAIN EASEMENT AREA (433,496 SF)
FORTRAN CT
BAYTECH DR
CE BOUNDARY
HOLGER WAY
SOUTHBAY FWY (STATE ROUTE 237)
NOTES:
1. PLANNING ZONES SHOWN ARE REFERENCED FROM NOVEMBER 2015 "PLANT MASTER PLAN FOR SAN JOSE-SANTA CLARA REGIONAL WASTEWATER FACILITY".
JACOBS
Dewberry
PLAN FOR THE IMPROVEMENT OF
SJC02 OFFSITE DESIGN
STORM DRAIN EASEMENT WITHIN CONSERVATION EASEMENT
SAN JOSE CALIFORNIA
PERMIT # 20-XXXXXX
PROJECT # S-XXXXX
PROJECT INSPECTOR: NAME HERE
VOICE MAIL: (408) 975-XXXX
DEPARTMENT OF PUBLIC WORKS
SAN JOSE, CALIFORNIA
CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY
SHEET

Exhibit E
Monetary Liens and Encumbrances

CLTA GUARANTEE FORM NO. 28 (06-05-14) CONDITION OF TITLE GUARANTEE

North American Title Insurance Company

Guarantee No.: 54606-20-00259-01 Amount of Liability: $2,500.00

Date of Guarantee: September 15, 2022 at 12:00 AM Fee: $500.00
Update/Amended: September 21, 2022

SCHEDULE A

1. Name of Assured: City of San Jose
2. The estate or interest in the Land which is covered by this Guarantee is:

   Fee Simple
3. The Land referred to in this Guarantee is described as follows:

   See "Exhibit A" attached hereto and made a part hereof.
4. ASSURANCES:

   According to the Public Records as of the Date of Guarantee,

   a. Title to the estate or interest in the Land is vested in:

      City of San Jose, a Municipal Corporation

   b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

DOMA TITLE OF CALIFORNIA, INC.

By: _____
Authorized Officer or Agent

By

North American Title Insurance Company
Emilio Fernandez
President

NATIC
NORTH AMERICAN TITLE INSURANCE COMPANY

CLTA Guarantee Form No. 6 (06-05-14) Condition of Title Guarantee
Schedule A

Form: S.GU.2019
54606-20-00259

CLTA GUARANTEE FORM NO. 28 (06-05-14) CONDITION OF TITLE GUARANTEE

North American Title Insurance Company

Guarantee No.: 54606-20-00259-01 Amount of Liability: $2,500.00

Date of Guarantee: September 15, 2022 at 12:00 AM Fee: $500.00
Update/Amended: September 21, 2022

SCHEDULE B

1. General and special taxes and assessments for the fiscal year 2022-2023, a lien not yet due or payable.

2. General and Special Taxes and assessments for fiscal year 2021 - 2022 are shown as not being assessed.

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

4. Any claim that any portion of the land is or was formerly tidelands within the bed of any tidal slough.

5. Any claim that any portion of the land is tidelands below the line of natural low tide where it was located prior to any artificial changes in the shoreline.

6. Any rights, interests or easements in favor of the public which exist or are claimed to exist over any portion of said land covered by water.

7. Any increase or decrease in the area of the land and any adverse claim to any portion of the land which has been created by or caused by accretion or reliction, whether natural or artificial; and the effect of the gain or loss of area by accretion or reliction upon the marketability of the title of the land.

8. Any easement for water course over that portion of land lying within Artesian Slough and any changes in the boundary lines of the premises that have occurred or may hereafter occur from natural causes and by imperceptible degrees, together with any rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters.

9. Rights of the public in and to that portion of the land lying within Alviso-Milpitas Road also known as Route 237 or any other street, road, highway, trail or pathway

10. An easement for sewer and drainage and incidental purposes in the document recorded September 26, 1887 in Book 95 of Deeds, Page 493

    Terms and provisions contained in the above document.

11. An easement for sewer and drainage and incidental purposes in the document recorded September 26, 1887 in Book 95 of Deeds, Page 500

    Terms and provisions contained in the above document.

12. An easement for sewer and drainage and incidental purposes in the document recorded July 16, 1889 in Book 117 of Deeds, Page 552

    Terms and provisions contained in the above document.

13. An easement shown or dedicated on the map filed or recorded December 31, 1894 as Book F, Page 35 of Maps
    For: Outlet sewer and ditches and incidental purposes.

SCHEDULE B
(Continued)

14. An easement for public road and incidental purposes in the document recorded November 15, 1920 in Book 527 of Deeds, Page 108

15. An easement for drainage ditches and incidental purposes in the document recorded December 22, 1921 in Book 548 of Deeds, Page 3

    Terms and provisions contained in the above document.

16. An easement for poles, towers and lines and incidental purposes, recorded February 18, 1926 as/in Book 215, Page 325, Official Records.

    In Favor of: Pacific Gas and Electric Company
    Affects: A portion of said land as described therein

    Terms and provisions contained in the above document.

17. An easement for a single line of poles together with the right of ingress and egress and incidental purposes, recorded January 22, 1931 as/in Book 554, Page 37, Official Records.

    In Favor of: Pacific Gas and Electric Company
    Affects: A portion of said land as described therein

    Terms and provisions contained in the above document.

18. An easement for Road and incidental purposes in the document recorded February 6, 1938 as/in Book 864, Page 470, Official Records.

    Terms and provisions contained in the above document.

19. An easement for guy stubs and anchors and incidental purposes, recorded March 21, 1938 as/in Book 864, Page 521, Official Records.

    In Favor of: Pacific Gas and Electric Company
    Affects: A portion of said land as described therein

20. An easement for Road and incidental purposes in the document recorded March 16, 1938 as/in Book 866, Page 302, Official Records.

    Terms and provisions contained in the above document.

21. An easement for a single line of poles and incidental purposes, recorded March 21, 1938 as/in Book 871, Page 33, Official Records.

    In Favor of: Pacific Gas and Electric Company
    Affects: A portion of said land as described therein

22. An easement for a single line of poles and incidental purposes, recorded December 1, 1939 as/in Instrument No. 175944 in Book 964, Page 16, Official Records.

    In Favor of: Pacific Agricultural Foundation
    Affects: A portion of said land as described therein

    Terms and provisions contained in the above document.

SCHEDULE B
(Continued)

23. An easement for a single line of poles and incidental purposes, recorded December 1, 1939 as/in Instrument No. 175945 in Book 964, Page 16, Official Records.

    In Favor of: Pacific Agricultural Foundation, Ltd., a California corporation
    Affects: A portion of said land as described therein

    Terms and provisions contained in the above document.

24. An easement for drainage ditches and the right of ingress and egress and incidental purposes, recorded December 19, 1946 as/in Book 1409, Page 333, Official Records.

    In Favor of: San Jose Abstract & Title Insurance Co.
    Affects: A portion of said land as described therein

25. An easement for underground conduits, pipes, manholes, wires, cables, fixtures and a right of ingress and egress and incidental purposes, recorded October 13, 1950 as/in Book 2073, Page 379, Official Records.

    In Favor of: Pacific Telephone and Telegraph Co.
    Affects: A portion of said land as described therein

    Terms and provisions contained in the above document.

26. An easement for sewer lines and incidental purposes in the document recorded January 17, 1957 as/in Book 3708, Page 500, Official Records.

27. An easement for sewer lines and incidental purposes in the document recorded January 17, 1957 as/in Book 3708, Page 502, Official Records.

28. An easement for sewer lines and incidental purposes in the document recorded October 1, 1957 as/in Book 3902, Page 230, Official Records.

29. An easement for outfall sewer and a right to enter and incidental purposes in the document recorded May 6, 1958 as/in Book 4067, Page 717, Official Records.

    Terms and provisions contained in the above document.

30. An easement for pipe line and incidental purposes, recorded April 30, 1965 as/in Book 6940, Page 732, Official Records.

    In Favor of: Pacific Gas and Electric Company
    Affects: A portion of said land as described therein

31. The effect of a map purporting to show the land and other property, filed May 31, 1967 in Book 223, Page 18 of Surveys.

32. An easement for line of poles and a right of ingress and egress and incidental purposes, recorded August 20, 1970 as/in Book 9027, Page 253, Official Records.

    In Favor of: Pacific Gas and Electric Company
    Affects: A portion of said land as described therein

    Terms and provisions contained in the above document.

33. An easement for sanitary sewer pipe line or lines and incidental purposes in the document recorded March 26, 1971 as/in Instrument No. 3977018 in Book 9269, Page 526, Official Records.

SCHEDULE B
(Continued)

Terms and provisions contained in the above document.

34. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded document recorded February 27, 1974 as/in Instrument No. 4711494 in Book 0780, Page 143 of Official Records.

35. The terms and provisions contained in the document entitled " Department of the Army Permit " recorded November 9, 1976 as Instrument No. 5464906 in Book C399, Page 636 of Official Records.

36. The effect of a map purporting to show the land and other property, filed February 22, 1979 in Book 435, Page 50 of Surveys.

37. The effect of a map purporting to show the land and other property, filed July 12, 1979 in Book 445, Page 31 of Surveys.

38. The effect of a map purporting to show the land and other property, filed August 25, 1980 in Book 469, Page 32 of Surveys.

39. The effect of a map purporting to show the land and other property, filed July 1, 1985 in Book 545, Page 44 of Surveys.

40. The effect of a map purporting to show the land and other property, filed August 1, 1991 in Book 629, Page 27 of Surveys.

41. The effect of a map purporting to show the land and other property, filed October 21, 1993 in Book 651, Page 25 of Surveys.

42. The effect of a map purporting to show the land and other property, filed August 16, 1994 in Book 658, Page 4 of Surveys.

43. An easement for installation and maintenance of utilities and incidental purposes, recorded March 17, 1997 as/in Instrument No. 13641288, Official Records.

    In Favor of: The State of California
    Affects: A portion of said land as described therein

44. The Terms, Provisions and Easement(s) contained in the document entitled "Declaration of Covenants, Conditions, Restrictions & Agreement" recorded April 28, 1998 as Instrument No. 14160979 of Official Records.

45. The Terms, Provisions and Easement(s) contained in the document entitled "Declaration of Covenants, Conditions, Restrictions & Agreement" recorded July 28, 2000 as Instrument No. 15336001 of Official Records.

46. An easement for the transmission of electric energy, communication purposes, ingress, egress and incidental purposes, recorded October 7, 2002 as/in Instrument No. 16523449, Official Records.

    In Favor of: Pacific Gas and Electric Co
    Affects: A portion of said land as described therein

    Terms and provisions contained in the above document.

CLTA GUARANTEE FORM NO. 28 (06-05-14) CONDITION OF TITLE GUARANTEE

North American Title Insurance Company

EXHIBIT A

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

PARCEL ONE:

BEGINNING AT A STAKE MARKED F.S. STANDING IN THE NORTHERLY LINE OF THE ALVISO AND MILPITAS ROAD AND AT THE COMMON CORNER FOR LANDS OF A.E. FARNEY, ET AL, AND LANDS NOW OR FORMERLY OF THE SAN JOSE SAFE DEPOSIT BANK OF SAVINGS (FORMERLY C. INGLESON); THENCE RUNNING ALONG THE NORTHERLY LINE OF SAID ROAD, EAST 3.82 CHS., AND NORTH 73 3/4° EAST 3.69 CHS., TO A 3" X 4" STAKE MARKED F.F. 1; THENCE LEAVING SAID ROAD AND RUNNING PARALLEL TO THE LINE BETWEEN LANDS OF SAID FARNEY AND LANDS OF SAID SAN JOSE SAFE DEPOSIT BANK OF SAVINGS, NORTH 7 1/2° WEST 40.46 CHS. TO A 3" X 4" STAKE MARKED F.F. 2 STANDING IN THE FENCE LINE BETWEEN LANDS OF SAID FARNEY, ET AL AND WM. ZANKER; THENCE ALONG THE LINE BETWEEN THE LANDS OF SAID ZANKER AND FARNEY, ET AL, NORTH 89 3/4° WEST 8.80 1/2 CHS. TO A 4" X 4" STAKE MARKED F.Z. STANDING IN THE CENTER OF A SLOUGH; THENCE ALONG THE CENTERLINE OF SAID SLOUGH, SOUTH 48° 29' EAST 5.05 CHS., TO A 4" X 4" STAKE MARKED F.Z. 5, SOUTH 4° 29' WEST 2.05 CHS. TO A 4" X 4" STAKE MARKED F.Z., SOUTH 56° 39' WEST 2.7 CHS., TO A 4" X 4" STAKE MARKED F.Z. 3, SOUTH 7° 52' WEST 2.47 CHS. TO A 4" X 4" STAKE MARKED F.Z. 2, SOUTH 16° 21' EAST 1.44 CHS. TO A 4" X 4" STAKE MARKED F.Z. AND SOUTH 52° 51' EAST 1.74 CHS. TO A 4" X 4" STAKE MARKED F.Z.; THENCE LEAVING SAID SLOUGH AND RUNNING ON THE LINE BETWEEN LANDS, NOW OR FORMERLY, OF WM. ZANKER AND THE SAN JOSE SAFE DEPOSIT BANK OF SAVINGS ON THE WEST AND LANDS OF A.E. FARNEY, ET AL, ON THE EAST, SOUTH 7 1/2° EAST 29.63 CHS. TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO THE STATE OF CALIFORNIA IN THAT CERTAIN GRANT DEED RECORDED MARCH 17, 1997, INSTRUMENT 13641288.

ALSO, EXCEPTING THEREFROM ALL THAT PORTION OF LAND CONVEYED TO SANTA CLARA VALLEY TRANSPORTATION AUTHORITY IN THAT CERTAIN QUITCLAIM DEED RECORDED DECEMBER 31, 2020 AS INSTRUMENT NO. 24770326.

PARCEL TWO:

BEGINNING AT A STAKE MARKED B.1 IN THE CENTERLINE OF THE ROAD WHICH RUNS FROM ALVISO TO MILPITAS, SAID POINT BEING DISTANT 20 CHS. WESTERLY FROM THE INTERSECTION OF THE AFORESAID CENTERLINE OF SAID ROAD WITH THE PROLONGED WEST LINE OF A PIECE OF LAND SOW BY D.J. BURNETT TO ONE FARNEY; AND RUNNING THENCE ALONG THE CENTERLINE OF SAID ROAD, N. 89° 55' E. 20 CHS. TO THE INTERSECTION OF THE AFORESAID CENTERLINE OF SAID ROAD WITH THE PROLONGATION OF THE WEST LINE OF FARNEY'S LAND, FROM WHICH POINT THE S.W. CORNER OF SAID FARNEY'S LAND BEARS N. 7 1/2° W. 51 LKS.; THENCE ALONG THE AFORESAID WEST LINE OF FARNEY'S LAND, N. 7 1/3° W. 26.30 CHS. TO A STAKE MARKED B.3; THENCE WEST 23.70 CHS. TO THE CENTERLINE OF A SLOUGH WHICH CROSSES THE ALVISO AND MILPITAS ROAD NEAR THE CENTER OF THE FIRST COURSE; THENCE UP THE CENTER OF SAID SLOUGH, S. 21 3/4° E. 7.38 CHS. AND S. 55° 10' E. 5.35 CHS.; AND THENCE SOUTH 16.21 CHS. TO THE PLACE OF BEGINNING.

BEING THE SAME PROPERTY WHICH WAS CONVEYED BY F.P. GWIN, THE ADMINISTRATOR OF THE ESTATE OF CAROLETTE BERRYESSA, DECEASED, TO CHARLES INGLESON, BY DEED DATED

EXHIBIT A
(Continued)

FEBRUARY 29, 1876 AND NOW OF RECORD IN LIBER 41 OF DEEDS, PAGE 16, RECORDS OF SANTA CLARA COUNTY.

PARCEL THREE:

BEGINNING AT A POINT IN THE NORTH LINE OF THE ALVISO AND MILPITAS ROAD AT THE COMMON CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED BY ANDRES J. PITMAN, ET UX, TO CHARLES MCKIERNAN, ET AL, BY DEED DATED SEPTEMBER 5, 1887, RECORDED IN BOOK 97 OF DEEDS, AT PAGE 322, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA; AND THAT CERTAIN TRACT OF LAND CONVEYED BY SAN JOSE SAFE DEPOSIT BANK OF SAVINGS, A CORPORATION, TO NELLIE D. SHEARER, BY DEED RECORDED IN BOOK 219 OF DEEDS, PAGE 427, RECORDS OF SAID COUNTY; THENCE NORTH ALONG SAID LINE, 1039.50 FEET TO THE CENTER OF A SLOUGH; THENCE FOLLOWING THE CENTERLINE OF SAID SLOUGH, DOWN THE STREAM TO THE POINT OF INTERSECTION THEREOF WITH THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY BIRGER E. WILLIAMSON AND HULDA M. WILLIAMSON, HIS WIFE, TO CITY OF SAN JOSE, A MUNICIPAL CORPORATION, BY DEED DATED OCTOBER 26, 1949 AND RECORDED NOVEMBER 4, 1949 IN BOOK 1871 OF OFFICIAL RECORDS, PAGE 435; THENCE LEAVING SAID CENTER LINE OF THE SLOUGH AND RUNNING ALONG THE SOUTHERLY LINE OF THE SAID PARCEL OF LAND SO CONVEYED TO CITY OF SAN JOSE, SOUTH 89° 45' 30" WEST 1015.16 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL OF LAND SO CONVEYED TO CITY OF SAN JOSE, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE 34.48 ACRE PARCEL OF LAND CONVEYED BY SAN JOSE ABSTRACT & TITLE INSURANCE CO., A CORPORATION, TO FRANK CAMPI, BY DEED DATED DECEMBER 18, 1946 AND RECORDED DECEMBER 19, 1946 IN BOOK 1409 OF OFFICIAL RECORDS, PAGE 333, RECORDS OF SAID COUNTY; SAID SOUTHEASTERLY CORNER OF SAID PARCEL OF LAND SO CONVEYED TO CAMPI BEING IN THE NORTHERLY LINE OF THAT CERTAIN 35.75 ACRE PARCEL OF LAND CONVEYED BY J.H. ORTLEY, JR. TO NEWTON S. JACKSON, JR., BY DEED DATED DECEMBER 21, 1921, RECORDED DECEMBER 22, 1921 IN BOOK 548 OF DEEDS, PAGE 3, RECORDS OF SAID COUNTY; THENCE RUNNING ALONG SAID NORTHERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO JACKSON, SOUTH 89° 50' WEST 747.30 FEET TO THE MOST WESTERLY CORNER OF SAID PARCEL OF LAND; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND SOUTH 21° 34' EAST 875.1 FEET AND SOUTH 838.99 FEET TO THE NORTHWESTERLY CORNER OF THAT CERTAIN 17.937 ACRE PARCEL OF LAND CONVEYED BY BIRGER E. WILLIAMSON AND HULDA M. WILLIAMSON TO JOE M. MARTINEZ AND JOVITA MARTINEZ, HIS WIFE, BY DEED DATED AUGUST 26, 1948 AND RECORDED SEPTEMBER 3, 1948 IN BOOK 1672 OF OFFICIAL RECORDS, PAGE 230; THENCE RUNNING ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO MARTINEZ, NORTH 89° 56' 30" EAST 996.63 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE ALONG THE EASTERLY LINE THEREOF, SOUTH 0° 06' WEST 783 FEET TO A POINT IN THE NORTHERLY LINE OF SAID ALVISO AND MILPITAS ROAD; RUNNING THENCE ALONG SAID NORTHERLY LINE NORTH 89° 50' EAST 493.24 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF THE RANCHO RINCON DE LOS ESTEROS.

EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO WAI KWOK WONG ,ET AL, IN THAT CERTAIN DEED RECORDED SEPTEMBER 15, 1977 IN BOOK D139, PAGE 700, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MARCOR PROPERTIES, A GENERAL PARTNERSHIP, BY DEED RECORDED DECEMBER 31, 1984 IN BOOK 3150, PAGE 743, OFFICIAL RECORDS.

PARCEL FOUR:

ALL OF LOT 4, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE SUBDIVISION OF THE LANDS OF WILLIAM ZANKER IN THE BERRYESSA PORTION OF THE RANCHO RINCON DE LOS

ESTEROS," WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON DECEMBER 31, 1894 IN BOOK F OF MAPS, AT PAGE 35.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20 FEET WIDE, WHOSE NORTHERLY LINE COMMENCES AT A POST MARKED FZ, SAID POST MARKING THE MOST NORTHWESTERN CORNER OF LANDS NOW OR FORMERLY OF FARNEY, AS SHOWN ON THE MAP ABOVE REFERRED TO; AND RUNNING THENCE NORTH 89° 30' WEST 848.50 FEET TO THE CENTER OF A DITCH WHICH IS THE DIVIDING LINE BETWEEN THE LANDS NOW OR FORMERLY OF THE ESTATE OF CHAS. MCKIERNAN AND ZANKER, AS SHOWN UPON THE MAP ABOVE REFERRED TO.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THE DEED FROM CORA B. ZANKER TO CITY OF SAN JOSE, DATED JULY 25, 1955 AND RECORDED AUGUST 4, 1955 IN BOOK 3244 OF OFFICIAL RECORDS, PAGE 91, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE ORIGINAL CENTER LINE OF ARTESIAN SLOUGH, WITH THE CENTER LINE OF ANOTHER SLOUGH COMING FROM THE SOUTH AND FORMING THE LINE BETWEEN LANDS OF ZANKER AND LANDS FORMERLY OWNED BY THE HEIRS OF CHARLES MCKIERNAN, DECEASED; SAID POINT OF INTERSECTION DESCRIBED IN THE MATTER OF THE ESTATE OF F.W. ZANKER, DECEASED, TO CORA B. ZANKER AND CURTNER W. ZANKER RECORDED APRIL 1, 1949 IN BOOK 1767, PAGE 209, OFFICIAL RECORDS; THENCE FROM SAID POINT OF INTERSECTION SOUTH 59° 41' EAST 439.78 FEET ALONG THE ORIGINAL CENTERLINE OF THE FILLED-UP ARTESIAN SLOUGH AND LINE BETWEEN LOTS 3 AND 4 OF THE ZANKER SUBDIVISION AS SHOWN ON SAID MAP ENTITLED, "MAP OF THE SUBDIVISION OF THE LANDS OF WILLIAM ZANKER IN THE BERRYESSA PORTION OF THE RANCHO RINCON DE LOS ESTEROS"; THENCE LEAVING SAID LINE BETWEEN LOTS 3 AND 4 NORTH 79° 01' WEST 422.80 FEET TO A POINT ALONG THE CENTERLINE OF THE FIRST MENTIONED SLOUGH COMING FROM THE SOUTH WHICH FORMS THE LINE BETWEEN ZANKER AND LANDS FORMERLY OF CHARLES MCKIERNAN; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID SLOUGH, THE FOLLOWING COURSES AND DISTANCES: NORTH 1° 51' WEST 87.62 FEET; NORTH 53.46 FEET; NORTH 38° 30' EAST 19.80 FEET TO THE POINT OF BEGINNING.

PARCEL FIVE:

A PORTION OF THAT CERTAIN 17.945 ACRE PARCEL OF LAND SHOWN AS THE "LANDS OF WONG, ET AL," ON THE RECORD OF SURVEY FILED FOR RECORD IN BOOK 445 OF MAPS, AT PAGES 31 AND 32, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE ABOVE DESCRIBED 17.945 ACRE PARCEL OF LAND, DISTANT THEREON SOUTH 89° 57' 27" WEST 77.51 FEET FROM THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE ALONG SAID NORTHERLY LINE NORTH 89° 57' 27" EAST 77.51 FEET TO SAID NORTHEASTERLY CORNER; THENCE LEAVING SAID CORNER ALONG THE EASTERLY LINE OF SAID PARCEL SOUTH 0° 06' 57" WEST 75.07 FEET TO A POINT; THENCE LEAVING SAID EASTERLY LINE NORTH 45° 53' 03" WEST 107.76 FEET TO THE POINT OF BEGINNING.

PARCEL SIX:

BEGINNING AT A 2" X 3" WOOD STAKE MARKED R.E. 6 AND SHOWN ON THAT CERTAIN RECORD OF SURVEY RECORDED MAY 31, 1967 IN BOOK 223 OF MAPS, AT PAGE 18, SANTA CLARA COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF LAND SHOWN ON SAID RECORD OF SURVEY NORTH 89° 27' 39" EAST 1487.67 FEET, MORE OR LESS, TO A POINT OF CURVE AS DESCRIBED IN THAT

EXHIBIT A
(Continued)

CERTAIN DEED FROM JAMES A. AND INES C. SHIELDS TO SANTA CLARA VALLEY RAILWAY COMPANY, RECORDED SEPTEMBER 27, 1895 IN BOOK 184 OF DEEDS, PAGE 145, SANTA CLARA COUNTY RECORDS; THENCE SOUTHEASTERLY ALONG SAID TANGENTIAL CURVE HAVING A RADIUS OF 1442.685 FEET, THROUGH A CENTRAL ANGLE OF 16° 43' 02" FOR A DISTANCE OF 420.93 FEET, MORE OR LESS, TO THE LINE DIVIDING THE LAND FORMERLY OF SHIELDS AND MCKIERNAN; THENCE ALONG SAID LINE SOUTH 21° 17' 49" EAST 38.04 FEET TO A CURVE CONCENTRIC TO THE LAST DESCRIBED CURVE AND WITH A RADIUS OF 1412.685 FEET; THENCE NORTHWESTERLY ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 17° 39' 21" FOR A DISTANCE OF 435.32 FEET, MORE OR LESS, TO A POINT OF TANGENCY; THENCE ALONG A LINE 30.0 FEET SOUTH OF AND PARALLEL WITH THE FIRST DESCRIBED LINE SOUTH 89° 27' 39" WEST 1459.97 FEET, MORE OR LESS, TO THE LINE DIVIDING THE LANDS FORMERLY OF SHIELDS AND LORD; THENCE ALONG SAID LINE NORTH 43° 15' 37" WEST 40.83 FEET TO THE POINT OF BEGINNING.

BEING THE PARCELS OF LAND CONVEYED BY JAMES A. SHIELDS AND INES C. SHIELDS TO SANTA CLARA VALLEY RAILWAY COMPANY, BY DEEDS RECORDED IN BOOK 184 OF DEEDS, PAGE 145 AND BOOK 195 OF DEEDS, PAGE 459, RECORDS OF SANTA CLARA COUNTY.

PARCEL SEVEN:

A PORTION OF LOT 4, AS SHOWN UPON SAID MAP ENTITLED, "MAP OF THE SUBDIVISION OF THE LANDS OF WILLIAM ZANKER IN THE BERRYESSA PORTION OF THE RANCHO RINCON DE LOS ESTEROS", DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20 FEET WIDE, THE NORTHERLY LINE OF WHICH COMMENCES AT A POST MARKED FZ, SAID POST MARKING THE MOST NORTHWESTERN CORNER OF LANDS NOW OR FORMERLY OF FARNEY, AS SHOWN UPON SAID MAP; AND RUNNING THENCE NORTH 89° 36' WEST 848.50 FEET TO THE CENTER OF A DITCH WHICH IS THE DIVIDING LINE BETWEEN THE LANDS NOW OR FORMERLY OF THE ESTATE OF CHAS. MCKIERNAN AND ZANKER, AS SHOWN UPON SAID MAP.

BEING THE PARCEL OF LAND CONVEYED BY W. ZANKER TO R.J.R. ARDEN, BY DEED RECORDED IN BOOK 183 OF DEEDS, AT PAGE 323.

PARCEL EIGHT:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THAT CERTAIN 31.74 ACRE TRACT OF LAND DESCRIBED IN THE DEED FROM THE FIRST NATIONAL BANK OF SAN JOSE TO F.W. ZANKER AND CURTNER ZANKER, DATED MAY 5, 1939, AND RECORDED MAY 8, 1939 IN BOOK 934 OF OFFICIAL RECORDS, PAGE 16, SAID POINT BEING ON THE NORTHERLY LINE OF ALVISO-MILPITAS ROAD; THENCE FROM SAID POINT OF COMMENCEMENT AND ALONG THE EASTERLY LINE OF SAID 31.74 ACRE TRACT FOR THE FOLLOWING COURSES AND DISTANCES: NORTH 1° 13' EAST 768.90 FEET TO A POINT ZS1 (1-1/4" BOLD AS SAID POINT IS SHOWN ON THE RECORD OF SURVEY FOR THE CITY OF SAN JOSE, RECORDED JULY 12, 1979 IN BOOK 445 OF MAPS, PAGES 31 AND 32, RECORDS OF SANTA CLARA COUNTY; THENCE NORTH 0° 57' EAST 597.96 FEET, CONTINUING ALONG THE EASTERLY LINE OF SAID 31.74 ACRE TRACT TO A POINT ZS2 (1-1/4" BOLT) AS SAID POINT IS SHOWN ON SAID RECORD OF SURVEY; THENCE NORTH 0° 31' EAST 149.97 FEET; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID 31.74 ACRE TRACT TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN 9.316 ACRE TRACT OF LAND DESCRIBED IN THE DEED FROM F. W. ZANKER, ET AL, TO B. S. BRAZIL DATED OCTOBER 15, 1943, AND RECORDED NOVEMBER 16, 1943 IN BOOK 1176, PAGE 21, OFFICIAL RECORDS; SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0° 31' E. 341.73 FEET ALONG SAID EASTERLY LINE OF THE 31.74 ACRE TRACT TO AN IRON BOLD DESIGNATED "Z53"; THENCE N. 5° 17' W. 112.22 FEET TO AN IRON BOLT DESIGNATED "Z54"; THENCE N. 84° 28' E. 601.92

EXHIBIT A
(Continued)

FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THAT CERTAIN 35.75 ACRE TRACT OF LAND DESCRIBED AS PARCEL NO. 3 IN THAT CERTAIN DEED DATED JULY 6, 1946, RECORDED JULY 26, 1946 IN BOOK 1364, PAGE 214, OFFICIAL RECORDS (BIRGER E. WILLIAMSON ET UX TO SAN JOSE ABSTRACT & TITLE INSURANCE CO.); THENCE S. 21° 34' E. 430.83 FEET ALONG SAID SOUTHWESTERLY LINE TO AN ANGLE POINT; THENCE S. 0° 06' 57" W. 105.36 FEET; THENCE S. 89° 35' W. 750.04 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM A RECTILINEAR PARCEL OF LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT OF BEGINNING ON THE AFORESAID EASTERLY LINE OF THE 31.74 ACRE TRACT; THENCE N. 0° 31' E. 313.03 FEET ALONG THE EASTERLY LINE OF SAID 31.74 ACRE TRACT; THENCE N. 89° 35' E. 408.97 FEET; THENCE S. 00° 08' W. 313.00 FEET; THENCE S. 89° 35' W. 411.06 FEET TO THE POINT OF BEGINNING.

PARCEL NINE:

BEGINNING AT A STAKE MARKED "ZS5" SET AT THE EASTERNMOST CORNER OF THAT CERTAIN 78.28 ACRE TRACT CONVEYED BY OLIVE LEMOS TO ALVISO FRUIT COMPANY, BY DEED DATED FEBRUARY 6, 1930 AND RECORDED IN BOOK 506 OFFICIAL RECORDS, PAGE 44, AND RUNNING THENCE ALONG THE BOUNDARIES OF SAID 78.28 ACRE TRACT, THE SIX FOLLOWING COURSES AND DISTANCES: NORTH 21° 32' WEST 1722.60 FEET; SOUTH 48° 23' WEST 66.66 FEET; SOUTH 89° 22' WEST 1815.00 FEET; S. 43° 15' EAST 1188.00 FEET; NORTH 48° 23' EAST 580.14 FEET AND SOUTH 0° 08' WEST 936.70 FEET TO AN IRON PIPE; THENCE LEAVING SAID BOUNDARY AND RUNNING SOUTH 89° 46' EAST 646.00 FEET TO AN IRON PIPE SET AT THE SOUTHEASTERLY CORNER OF AN OLD SHED; THENCE SOUTH 0° 08' WEST 168.00 FEET TO AN IRON BOLT "SZ4" SET FIVE INCHES BELOW THE SURFACE OF THE GROUND AT ONE OF THE CORNERS OF SAID 78.28 ACRE TRACT AND THENCE EASTERLY ALONG THE BOUNDARY OF SAID 78.28 ACRE TRACT NORTH 84° 28' EAST 601.92 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE PORTIONS THEREOF DESCRIBED AS FOLLOWS:

(A) THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED BY JAMES A. SHIELDS AND INES C. SHIELDS, HIS WIFE, TO SANTA CLARA VALLEY RAILWAY COMPANY, A CORPORATION, DATED SEPTEMBER 25, 1895, RECORDED SEPTEMBER 27, 1895 IN BOOK 184 OF DEEDS, AT PAGE 145, SANTA CLARA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND TWENTY FEET WIDE, WHOSE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE LINE BETWEEN LAND OF MCKIERNAN AND LAND OF SAID PARTIES OF THE FIRST PART, WHICH POINT IS DISTANT FROM THE NORTHWEST CORNER OF SAID LAND OF MCKIERNAN, SOUTHERLY 124-1/2 FEET; THENCE IN A NORTHWESTERLY DIRECTION WITH A CURVE OF 4° TO THE LEFT, FROM TANGENT LINE NORTH 67° 39' WEST UNTIL THE NORTHERLY LINE OF SAID STRIP TOUCHES THE LINE BETWEEN LAND OF SAID PARTIES OF THE FIRST PART AND LAND NOW OR FORMERLY OF RUSSELL; THENCE NORTH 89° 36' WEST AND PARALLEL WITH SAID LINE BETWEEN LAND OF SAID FIRST PARTIES AND SAID RUSSELL AND 10 FEET THEREFROM, TO LAND OF LORD.

(B) THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED BY JAMES A. SHIELDS AND INES C. SHIELDS, HIS WIFE, TO SANTA CLARA VALLEY RAILWAY COMPANY, A CORPORATION, DATED OCTOBER 4, 1896, RECORDED DECEMBER 18, 1896 IN BOOK 195 OF DEEDS, AT PAGE 459, SANTA CLARA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

EXHIBIT A
(Continued)

A STRIP OR TRACT OF LAND OF A UNIFORM WIDTH OF 10 FEET, THE NORTHERN BOUNDARY LINE OF WHICH STRIP OR TRACT IS THE SOUTHERN BOUNDARY LINE OF THAT CERTAIN TRACT OF LAND DEEDED BY FIRST PARTIES TO SAID SANTA CLARA VALLEY RAILWAY COMPANY BY DEED DATED SEPTEMBER 25, 1895, AND RECORDED SEPTEMBER 27, 1895 IN BOOK 184 OF DEEDS, AT PAGE 145, SAID STRIP OF TRACT OF LAND HEREBY CONVEYED EXTENDING ON THE WEST TO THE LINE BETWEEN LAND OF FIRST PARTIES AND W. LORD AND EXTENDING ON THE EAST TO THE LINE BETWEEN LAND OF FIRST PARTIES AND LAND OF THE LATE CHAS MCKIERNAN.

PARCEL TEN:

BEGINNING AT A 3/4 INCH PIPE AT THE NORTHEASTERLY CORNER OF THAT CERTAIN 31.74 ACRE TRACT OF LAND CONVEYED BY THE FIRST NATIONAL BANK OF SAN JOSE TO F. W. ZANKER, ET AL, BY DEED DATED MAY 5, 1939 AND RECORDED MAY 8, 1939 IN BOOK 934, PAGE 16, OFFICIAL RECORDS, SAID POINT OF BEGINNING BEING THE NORTHERLY TERMINUS OF THE CENTER LINE OF A 16 FOOT RIGHT-OF-WAY CONVEYED BY ALVISO FRUIT COMPANY TO A. S. BRAZIL AND B. S. BRAZIL, BY DEED DATED FEBRUARY 4, 1938, AND RECORDED MARCH 16, 1938 IN BOOK 866, PAGE 302, OFFICIAL RECORDS; THENCE ALONG THE CENTER LINE OF SAID 16 FOOT RIGHT-OF-WAY AND ALONG THE EASTERLY LINE OF SAID 31.74 ACRE TRACT OF LAND, SOUTH 0° 08' WEST 168.00 FEET TO AN IRON BOLT DESIGNATED AS "Z54" AT THE NORTHWEST CORNER OF THE LAND OF CURTNER W. ZANKER AND AT ONE OF THE CORNERS IN THE SOUTHERLY LINE OF THE 46.54 ACRE TRACT OF LAND CONVEYED TO SAID A. S. BRAZIL AND B. S. BRAZIL, BY DEED HEREINABOVE REFERRED TO; THENCE CONTINUING ALONG THE CENTER LINE OF SAID 16 FOOT RIGHT-OF-WAY AND ALONG THE EAST LINE OF SAID 31.74 ACRE TRACT OF LAND SOUTH 5° 17' EAST 112.22 FEET TO AN IRON BOLD DESIGNATED AS "ZS3"; THENCE CONTINUING ALONG SAID CENTER LINE AND ALONG SAID EASTERLY LINE OF SAID 31.74 ACRE TRACT OF LAND SOUTH 0° 31' WEST 341.73 FEET TO A 1/2-INCH IRON BAR; THENCE LEAVING THE EAST LINE OF SAID 31.74 ACRE TRACT OF LAND AND RUNNING SOUTH 89° 35' WEST 651.78 FEET TO A 3/4-INCH PIPE IN THE WEST LINE OF THAT CERTAIN 94.44 ACRE TRACT OF LAND IN THE BERRYESSA PORTION OF THE RANCHO RINCON DE LOS ESTEROS, AS PATENTED BY D.J. BURNETT TO M.M SHIELDS, BY DEED OF OCTOBER 8, 1871, AND RECORDED IN BOOK 23 OF DEEDS, PAGE 64; THENCE ALONG THE WEST LINE OF SAID 94.44 ACRE TRACT OF LAND, NORTH 0° 14' EAST 628.82 FEET TO A 3/4-INCH PIPE AT THE NORTHWEST CORNER OF THE AFOREMENTIONED 31.74 ACRE TRACT OF LAND; THENCE ALONG THE NORTH LINE OF SAID 31.74 ACRE TRACT OF LAND SOUTH 89° 45' EAST 642.54 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF SAID 31.74 ACRE TRACT OF LAND AND SITUATED IN THE RANCHO RINCON DE LOS ESTEROS, SURVEYED OCTOBER 14, 1943 BY MCMILLAN AND MCMILLAN, CIVIL ENGINEERS AND SURVEYORS, SAN JOSE, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THE GRANT DEED TO RAY H. COLLISHAW AND EARLYN R. COLLISHAW RECORDED OCTOBER 3, 1983 IN BOOK H951, PAGE 3, SERIES NO. 7838171, OFFICIAL RECORDS.

PARCEL ELEVEN:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF THE SAN JOSE AND ALVISO ROAD WITH THE CENTER LINE OF THE ALVISO AND MILPITAS ROAD, AND RUNNING THENCE ALONG THE CENTER LINE OF SAID ALVISO AND MILPITAS ROAD, NORTH 89° 37' EAST 347.16 FEET, MORE OR LESS, TO A POINT ON THE CENTER LINE OF WILLOW STREET, AS SAID WILLOW STREET IS REFERRED TO IN THE PARTITION DEED DATED NOVEMBER 23, 1870, AND RECORDED NOVEMBER 30, 1870 IN BOOK 20 OF DEEDS, PAGE 40, FROM C. D. WRIGHT TO FRANCISCO BERRYESSA DEGUERRERO, ET AL, SAID POINT BEING ON THE WESTERLY LINE OF THE 94.44 ACRE TRACT DESCRIBED IN THE DEED FROM DWIGHT J. BURNETT TO MARGARET M. SHIELDS, DATED OCTOBER 28, 1871 AND

EXHIBIT A
(Continued)

RECORDED OCTOBER 28, 1871 IN BOOK 23 OF DEEDS, AT PAGE 64, IF SAID WESTERLY LINE IS PROLONGED SOUTHERLY TO THE CENTER LINE OF SAID ROAD; THENCE NORTH AND ALONG THE CENTER LINE OF SAID WILLOW STREET AND THE PROLONGED LINE AND THE WESTERLY LINE OF SAID 94.44 ACRE TRACT, 47.19 CHAINS TO THE NORTHWESTERLY CORNER OF SAID 94.44 ACRE TRACT, SAID CORNER BEING A POINT IN THE NORTHWESTERLY LINE OF THE RANCHO RINCON DE LOS ESTEROS, BERRYESSA PORTION, THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE FROM SAID TRUE POINT OF BEGINNING SOUTH 48° 10' WEST ALONG SAID LINE OF SAID RANCHO 8.79 CHAINS TO A POST MARKED BY R.E. NO. 7, SAID POST ALSO BEING THE MOST EASTERLY CORNER OF THE 77 ACRE TRACT DESCRIBED IN THE DEED FROM MAY LENA LORDS, A WIDOW, TO ELLA JENNINGS AND DELIA EMERSON, DATED NOVEMBER 2, 1927 AND RECORDED NOVEMBER 7, 1927 IN BOOK 355 OF OFFICIAL RECORDS, PAGE 448; THENCE ALONG THE PROLONGATION OF THE MOST WESTERLY LINE OF PARCEL ONE DESCRIBED IN THE DEED FROM B. S. BRAZIL TO CITY OF SAN JOSE, RECORDED AUGUST 11, 1976 IN BOOK C203 OF OFFICIAL RECORDS, PAGE 142, SOUTH 43° 15' EAST 630.12 FEET, MORE OR LESS TO A POINT ON THE CENTER LINE OF WILLOW STREET, THENCE NORTH 844.26 FEET, MORE OR LESS, ALONG THE CENTER LINE OF WILLOW STREET TO THE TRUE POINT OF BEGINNING.

PARCEL TWELVE:

COMMENCING AT CORNER R.E. 3 OF BERRYESSA PORTION OF THE RANCHO RINCON DE LOS ESTEROS, SAID CORNER STANDING 24 LINKS SOUTHERLY FROM THE NORTHERLY LINE OF THE SAN JOSE-ALVISO ROAD, AND FROM WHICH CORNER A THREE PRONGED WEEPING WILLOW 8" IN DIAMETER MARKED "B.T.R.E.3" ON THE MIDDLE TRUNK BEARS N. 49° W. 39.75 FEET DISTANT, SAID POINT OF COMMENCEMENT BEING ALSO THE POINT OF BEGINNING OF THAT TRACT OF LAND CONTAINING 2.92 ACRES AS DESCRIBED IN PARCEL VII OF DEED FROM T. M. PENNELL TO SPRING VALLEY WATER COMPANY, DATED SEPTEMBER 1, 1906, AND RECORDED OCTOBER 6, 1906 IN BOOK 335 OF DEEDS, AT PAGE 457; THENCE RUNNING FROM SAID POINT OF COMMENCEMENT ALONG THE NORTHWESTERLY LINE OF SAID 2.92 ACRE TRACT N. 48° 18' E. 2575.98 FEET TO THE MOST NORTHERLY CORNER THEREOF; THENCE ALONG THE NORTHWESTERLY BOUNDARY LINE OF THAT CERTAIN TRACT CONTAINING 0.66 ACRES AS DESCRIBED IN PARCEL VIII OF SAID DEED, N. 48° 18' E. 554.40 FEET TO A POST MARKED "R.E.4" OF SAID RANCHO STANDING AT THE NORTHERNMOST CORNER OF SAID 0.66 ACRE TRACT, SAID POST BEING ALSO THE MOST WESTERN CORNER OF THAT CERTAIN TRACT CONTAINING 102.35 ACRES AND DESCRIBED IN PARCEL VI OF SAID DEED; RUNNING THENCE ALONG A FENCE ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID LAST MENTIONED TRACT, N. 48° 11' E. 217.6 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF THAT CERTAIN 31.50 ACRE TRACT OF LAND CONVEYED BY SPRING VALLEY COMPANY, LTD. TO PACIFIC AGRICULTURAL FOUNDATION LIMITED, BY DEED DATED APRIL 6, 1943, AND RECORDED APRIL 15, 1943 IN BOOK 1139 OF OFFICIAL RECORDS, PAGE 197; RUNNING THENCE ALONG THE SOUTHERLY LINE OF SAID 31.50 ACRE TRACT OF LAND, SAID LINE BEING ALSO THE SOUTHERLY LINE AND THE WESTERLY PROLONGATION OF SAID SOUTHERLY LINE, OF LOS ESTEROS ROAD, 50 FEET WIDE, S. 83° 51' E. 2306.50 FEET TO THE MOST EASTERLY CORNER OF SAID 31.50 ACRE TRACT; THENCE CONTINUING S. 83° 51' E. AND ALONG THE SOUTHERLY LINE OF LOS ESTEROS ROAD, 195.46 FEET TO AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID LOS ESTEROS ROAD AND ON THE SOUTHEASTERLY LINE OF THE AFOREMENTIONED 102.35 ACRE TRACT OF LAND; THENCE RUNNING ALONG THE SOUTHEASTERLY LINE OF SAID 102.35 ACRE TRACT OF LAND S. 43° 45' W. 946.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID 102.35 ACRE TRACT OF LAND; THENCE RUNNING ALONG THE SOUTHERLY LINE OF SAID 102.35 ACRE TRACT OF LAND WEST 1492.26 FEET TO A CORNER OF SAID 102.35 ACRE TRACT OF LAND ON THE NORTHERLY BOUNDARY LINE OF THE RANCHO RINCON DE LOS ESTEROS; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID 102.35 ACRE TRACT OF LAND AND THE NORTHERLY BOUNDARY LINE OF THE RANCHO RINCON DE LOS ESTEROS, N. 43° W. 193 FEET TO

EXHIBIT A
(Continued)

A POST MARKED "R.E.6"; THENCE N. 11° 00' E. 159.72 FEET TO POST MARKED "R.E.5"; THENCE N. 39° 30' W. 494.34 FEET TO THE MOST EASTERLY CORNER OF SAID 0.66 ACRE TRACT OF LAND HEREINABOVE REFERRED TO; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID 0.66 ACRE TRACT OF LAND AND THE SOUTHEASTERLY BOUNDARY LINE OF THE AFOREMENTIONED 2.92 ACRE TRACT OF LAND S. 48° 18' W. 3107.94 FEET TO THE SOUTHEASTERLY CORNER OF SAID 2.92 ACRE TRACT OF LAND; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID 2.92 ACRE TRACT OF LAND, N. 64° W. 54.12 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF THE RANCHO RINCON DE LOS ESTEROS AND A PORTION OF SWAMP AND OVERFLOW SURVEY NO. 9. EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM A. L. KRICKEBERG, ET AL TO LAWRENCE O'NEILL ET UX, DATED NOVEMBER 25, 1958, RECORDED DECEMBER 3, 1958 IN BOOK 4247, PAGE 737 OFFICIAL RECORDS, AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF THE RANCHO RINCON DE LOS ESTEROS, BERRYESSA PORTION, SAID RANCHO LINE HERE BEING THE NORTHWESTERLY LINE OF THAT CERTAIN 40 ACRE TRACT OF LAND CONVEYED BY SPRING VALLEY COMPANY, LTD. TO GEORGE J. STUART AND A. L. KRICKEBERG BY DEED DATED OCTOBER 17, 1944, AND RECORDED OCTOBER 26, 1944 IN BOOK 1224 OF OFFICIAL RECORDS, PAGE 346, SAID POINT OF BEGINNING BEING DISTANT ALONG SAID RANCHO LINE N. 48° 12' 30" E. 200.00 FEET FROM A 3/4-INCH IRON PIPE AT THE INTERSECTION THEREOF WITH THE NORTHEASTERLY LINE OF THE SAN JOSE AND ALVISO ROAD; THENCE FROM SAID POINT OF BEGINNING RUNNING ALONG SAID RANCHO LINE AND THE NORTHWESTERLY LINE OF SAID 40 ACRE TRACT OF LAND, N. 48° 12' 30" E. 2911.31 FEET TO A 2" X 2" STAKE AT THE LOCATION OF STATION R.E.4 IN THE BOUNDARY OF SAID RANCHO RINCON DE LOS ESTEROS, DISTANT S. 48° 11' W. 10.42 FEET FROM THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID 40 ACRE TRACT OF LAND WITH THE SOUTHEASTERLY PROLONGATION OF THE CENTER LINE OF SPRECKELS AVENUE IN NEW CHICAGO, AND ALSO BEING DISTANT S. 46° 11' W. 208.75 FEET FROM A ONE INCH IRON PIPE AT THE MOST NORTHERLY CORNER OF SAID 40 ACRE TRACT OF LAND, IN THE WESTERLY PROLONGATION OF A SOUTHERLY LINE OF THE LOS ESTEROS ROAD; THENCE LEAVING THE NORTHWESTERLY LINE OF SAID 40 ACRE TRACT OF LAND, AND RUNNING ALONG THE BOUNDARY OF SAID RANCHO RINCON DE LOS ESTEROS, S. 39° 30' E. 50.04 FEET TO A 4 X 4 INCH POST AT AN ANGLE IN THE BOUNDARY OF SAID 40 ACRE TRACT OF LAND; THENCE LEAVING SAID RANCHO BOUNDARY AND RUNNING ALONG A SOUTHEASTERLY LINE OF SAID 40 ACRE TRACT OF LAND, S. 48° 12' 30" W. 2887.01 FEET TO A POINT DISTANT THEREON N. 48° 12' 30" E. 200.00 FEET FROM A 3/4 INCH IRON PIPE AT THE POINT OF INTERSECTION THEREOF WITH THE NORTHEASTERLY LINE OF THE SAN JOSE AND ALVISO ROAD; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID ROAD N. 65° 49' 45" W. 54.75 FEET TO THE POINT OF BEGINNING. BEING A PORTION OF SAID 40 ACRE TRACT OF LAND AND A PORTION OF SAID RANCON RINCON DE LOS ESTEROS.

ALSO EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM A.L. KRICKERERG, ET AL TO THE BASIM ET UX, DATED NOVEMBER 25, 1950, RECORDED DECEMBER 3, 1958 IN BOOK 4247, PAGE 736, OFFICIAL RECORDS

BEGINNING AT A 3/4 INCH IRON PIPE SET AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF THE SAN JOSE AND ALVISO ROAD WITH THE NORTHWESTERLY LINE OF THE RANCHO RINCON DE LOS ESTEROS, BERRYESSA PORTION, SAID RANCHO LINE HERE BEING THE NORTHWESTERLY LINE OF THAT CERTAIN 40 ACRE TRACT OF LAND CONVEYED BY SPRING VALLEY COMPANY, LTD. TO GEORGE J. STUART AND A. L. KRICKEBERG BY DEED DATED OCTOBER 17, 1944, AND RECORDED OCTOBER 26, 1944 IN BOOK 1224 OF OFFICIAL RECORDS, PAGE 346; THENCE ALONG THE NORTHEASTERLY LINE OF SAID SAN JOSE AND ALVISO ROAD, S. 65° 49' 45" E. 54.75 FEET TO A 3/4 INCH IRON PIPE AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF SAID ROAD WITH A SOUTHEASTERLY LINE OF SAID 40 ACRE TRACT OF LAND; THENCE LEAVING SAID ROAD AND RUNNING ALONG SAID

CLTA Guarantee Form No. 6 (06-05-14) Condition of Title Guarantee
Exhibit A

Form: S.GU.2019
54606-20-00259

EXHIBIT A
(Continued)

SOUTHEASTERLY LINE N. 48° 12' 30" E. 200.00 FEET; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID ROAD N. 65° 49' 45" W. 54.75 FEET TO THE NORTHWESTERLY LINE OF SAID 40 ACRE TRACT OF LAND AND SAID RANCHO LINE; THENCE ALONG SAID NORTHWESTERLY LINE AND SAID RANCHO LINE S. 48° 12' 30" WEST 200.00 FEET TO THE POINT OF BEGINNING. BEING A PORTION OF SAID 40 ACRE TRACT OF LAND, AND A PORTION OF SAID RANCHO RINCON DE LOS ESTEROS.

ALSO EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM JOHN L. BEARD TO MARGARET M. SHIELDS, DATED OCTOBER 22, 1884, RECORDED OCTOBER 25, 1884 IN BOOK 76 OF DEEDS, PAGE 62, SURVEY 103 SWAMP AND OVERFLOWED LANDS IN TOWNSHIP 6 S. R 1 W., M.D.B. & M AND MORE PARTICULARLY DESCRIBED IN THE FIELD NOTES OF SAID SURVEY AS FOLLOWS:

BEGINNING AT A POST 100 CHAINS SOUTH AND 28.50 CHAINS WEST OF CORNER TO SECTIONS 34 AND 35, T. 5. S., AND SECTIONS 2 AND 3 IN T. 6S., R. 1 W., M.D.B. & M., SAID POST SET BY DEPUTY UNITED STATES SURVEYOR AND BEING ON THE NORTHERN BOUNDARY LINE OF THE RANCHO RINCON DE LOS ESTEROS; AND RUN THENCE WITH THE LINE OF SAID RANCHO S. 48° 45' W. 20.20 CHAINS; THENCE N. 43° W. 18.10 CHAINS TO A POST; AND THENCE EAST 27.50 CHAINS TO THE PLACE OF BEGINNING.

FURTHER EXCEPTING THEREFROM ALL THAT PORTION OF LAND LYING WITHIN LOS ESTEROS ROAD AS SAID ROAD NOW EXISTS.

PARCEL THIRTEEN:

A PORTION OF THE BERRYESSA AND ALVISO PORTIONS OF THE RANCHO RINCON DE LOS ESTEROS, AS PATENTED, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A CORNER FENCE POST STANDING AT THE WESTERNMOST CORNER OF THE 83 ACRE TRACT CONVEYED TO BIRGER E. WILLIAMSON ET UX BY DEED RECORDED IN BOOK 1150, OFFICIAL RECORDS, PAGE 164; THENCE FROM SAID POINT OF BEGINNING ALONG THE BOUNDARIES OF SAID 83 ACRE TRACT, THE TWO FOLLOWING COURSES AND DISTANCES: S. 21° 32' E. 1274.48 FEET TO A 2" X 3" STAKE FOUND, AND N. 89° 44' E. 747.30 FEET TO AN IRON PIPE SET EIGHT INCHES BELOW THE SURFACE OF THE GROUND; THENCE LEAVING SAID BOUNDARY OF SAID 83 ACRE TRACT AND RUNNING THENCE N. 4° 20' VV. 716.70 FEET TO AN IRON PIPE SET EIGHT INCHES BELOW THE SURFACE OF THE GROUND; THENCE N. 18° 52' E. 256.85 FEET TO AN IRON PIPE SET EIGHT INCHES BELOW THE SURFACE OF THE GROUND; THENCE N. 29° 23' W. 1017.90 FEET TO AN IRON PIPE SET FLUSH IN THE NORTHWESTERLY LINE OF SAID 83 ACRE TRACT; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF SAID 83 ACRE TRACT, S. 48° 20' W. 996.70 FEET TO THE POINT OF BEGINNING.

PARCEL FOURTEEN:

BEGINNING AT AN IRON PIPE ON THE SOUTHERLY LINE OF THE LOS ESTEROS ROAD, 50 FEET WIDE, AS ESTABLISHED BY DEED FROM THE SPRING VALLEY WATER COMPANY TO THE TOWN OF ALVISO, DATED SEPTEMBER 27, 1920, AND RECORDED NOVEMBER 15, 1920 IN BOOK 527 OF DEEDS, PAGE 108 (SAID SOUTHERLY LINE OF SAID ROAD ALSO BEING THE NORTHERLY LINE OF THE RANCHO RINCON DE LOS ESTEROS) AT THE MOST WESTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS "PARCEL NO. 1" IN THE DEED BY SAN JOSE ABSTRACT & TITLE INSURANCE CO. TO BIRGER E. WILLIAMSON ET UX, DATED MAY 20, 1948, AND RECORDED JUNE 9, 1948 IN BOOK 1628 OF OFFICIAL RECORDS, PAGE 274; THENCE LEAVING SAID LINE OF SAID ROAD AND RUNNING ALONG THE SOUTHWESTERLY LINE OF SAID "PARCEL NO. 1" S. 29° 23' E. 1018.61 FEET TO AN IRON PIPE, S. 18° 52'

EXHIBIT A
(Continued)

W. 256.85 FEET TO AN IRON PIPE, AND SOUTH 4° 19' 30" E. 716.70 FEET TO AN IRON PIPE AT A SOUTHWESTERLY CORNER OF SAID "PARCEL NO. 1", IN THE NORTHERLY LINE OF THAT CERTAIN 35.75 ACRE TRACT OF LAND DESIGNATED "PARCEL NO. 3" IN SAID DEED TO WILLIAMSON; THENCE N. 89° 45' 30" E. ALONG A SOUTHERLY LINE OF SAID "PARCEL NO. 1" AND ALONG THE EASTERLY PROLONGATION THEREOF, 1015.16 FEET TO THE EASTERLY LINE OF SAID "PARCEL NO. 1", IN THE CENTER OF A SLOUGH; THENCE ALONG THE CENTER OF SAID SLOUGH, BEING THE EASTERLY LINE OF SAID "PARCEL NO. 1" THE FOLLOWING COURSES AND DISTANCES: N. 1° 54' E. 61.23 FEET; N. 16° 2V W. 236.94 FEET; N. 13° 56' W. 234.96 FEET; N. 7° 51' W. 132.66 FEET; N. 21° 06' W. 132 FEET; N. 27° 57' W. 236.28 FEET; N. 51° 36' W. 99.66 FEET; N. 36° 21' W. 45.54 FEET; N. 1° 57' W. 102.96 FEET; N. 0° 06' W. 53.46 FEET; N. 38° 24' E. 78.54 FEET; N. 40° 36' W. 33 FEET; S. 88° 54' W. 29.70 FEET; N. 8° 06' W. 103.62 FEET; N. 32° 24' E. 38.94 FEET; N. 13° 06' W. 78.54 FEET; N. 48° 54' E. 42.24 FEET; N. 36° 52' W. 86.27 FEET; N. 17° 27' E. 152.50 FEET; N. 41° 28' E. 46.77 FEET; N. 1° 37' W. 110.24 FEET; N. 43° 27' E. 83.87 FEET; N. 39° 51' W. 104.03 FEET; S. 62° 48' W. 187.43 FEET; N. 77° 08' W. 173.27 FEET; N. 9° 46' W. 104.01 FEET; N. 42° 40' W. 112.78 FEET; S. 64° 09' W. 34.06 FEET; N. 46° 49' W. 154.16 FEET AND N. 4° 41' W. 7.92 FEET TO THE MOST NORTHERLY CORNER OF SAID "PARCEL NO. 1" IN THE SAID SOUTHERLY LINE OF THE LOS ESTEROS ROAD AS ESTABLISHED BY SAID DEED TO THE TOWN OF ALVISO; THENCE ALONG THE SOUTHERLY LINE OF SAID ROAD, BEING THE NORTHERLY LINE OF SAID "PARCEL NO. 1" AND THE NORTHERLY LINE OF SAID RANCHO, S. 62° 04' W. 56.32 FEET AND S. 48° 24' W. 651.62 FEET TO THE POINT OF BEGINNING. BEING A PART OF SAID "PARCEL NO. 1" IN THE RANCHO RINCON DE LOS ESTEROS.

PARCEL FIFTEEN:

BEGINNING AT THE POINT OF INTERSECTION OF THE ORIGINAL CENTER LINE OF ARTESIAN SLOUGH, WITH THE CENTER LINE OF ANOTHER SLOUGH COMING FROM THE SOUTH AND FORMING THE LINE BETWEEN LANDS OF ZANKER AND LANDS FORMERLY OWNED BY THE HEIRS OF CHARLES MCKIERNAN, DECEASED; SAID POINT OF INTERSECTION DESCRIBED IN THE MATTER OF THE ESTATE OF F. W. ZANKER, DECEASED, TO CORA B. ZANKER AND CURTNER W. ZANKER RECORDED APRIL 1, 1949 IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN BOOK 1767 OFFICIAL RECORDS, PAGE 209, SANTA CLARA COUNTY RECORDS. THENCE FROM SAID POINT OF INTERSECTION, S 59° 41' E, 439.78 FEET ALONG THE ORIGINAL CENTERLINE OF THE FILLED-UP ARTESIAN SLOUGH, AND LINE BETWEEN LOTS 3 AND 4 OF THE ZANKER SUBDIVISION AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE SUBDIVISION OF THE LANDS OF WILLIAM ZANKER IN THE BERRYESSA PORTION OF THE RANCHO RINCON DE LES ESTEROS"; WHICH MAP WAS RECORDED ON DECEMBER 3, 1894 IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN BOOK F OF MAPS, PAGE 35; THENCE LEAVING SAID LINE BETWEEN LOTS 3 AND 4 OF THE ZANKER SUBDIVISION, N 79° 01' W, 422.80 FEET TO A POINT ALONG THE CENTERLINE OF THE FIRST MENTIONED SLOUGH COMING FROM THE SOUTH WHICH FORMS THE LINE BETWEEN ZANKER AND LANDS FORMERLY OF CHARLES MCKIERNAN, THENCE NORTHERLY ALONG THE CENTERLINE OF SAID SLOUGH FORMING THE LINE BETWEEN ZANKER AND LANDS FORMERLY OF CHARLES MCKIERNAN, THE FOLLOWING COURSES AND DISTANCES; N 1° 51' W, 87.6; FEET; NORTH 53.46 FEET; N 38° 30' E, 19.80 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.776 ACRES.

PROPERTY ADDRESS: 700 LOS ESTEROS ROAD, SAN JOSE, CA 95134

APN: 015-30-061 and

APN: 015-30-109 (Formerly APN: 015-30-098)

Privacy Notice

Rev. 6/28/2022

The Doma Family of Companies

FACTS	WHAT DOES THE DOMA FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Transaction history and payment history • Purchase history and account balances
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons the Doma Family of Companies chooses to share, and whether you can limit this sharing.

Reasons we can share your personal information	Does Doma share?	Can you limit this sharing?
For our everyday business purposes Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes To offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call 1 (855) 306-0237	

Other important information

*California Residents – Effective January 1, 2020, the California Consumer Privacy Act allows California residents, upon a verifiable consumer request, to request that a business that collects consumers' personal information give consumers access, in a portable and (if technically feasible) readily usable form, to the specific pieces and categories of personal information that the business has collected about the consumer, the categories of sources for that information, the business or commercial purposes for collecting the information, and the categories of third parties with which the information was shared. California residents also have the right to submit a request for deletion of information under certain circumstances. If a business does not produce the information or delete the consumer's personal information as requested, it must provide an explanation in terms of the exemptions and exceptions provided under the CCPA. To contact us with questions about our compliance with the CCPA, call 1 (650) 419-3827 or email info@doma.com.

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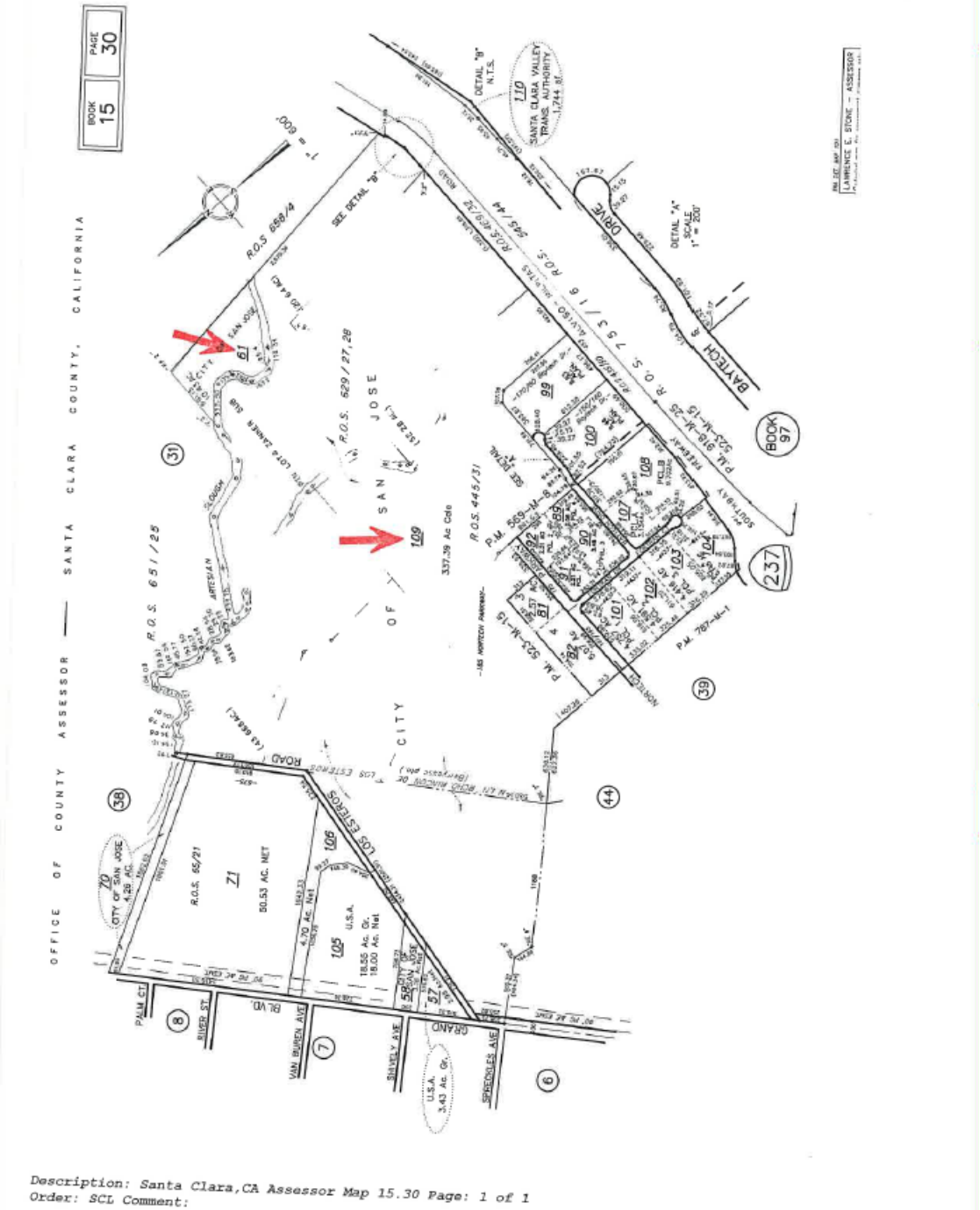
Who we are	
Who is providing this notice?	The Doma Family of Companies (identified below), which offers title insurance and settlement services.
What we do	
How does Doma protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secure files and buildings.
How does Doma collect my personal information?	We collect your personal information, for example, when you • Apply for insurance; • Apply for financing; • Give us your contact information • Provide your mortgage information • Show your government-issued ID We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account – unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our behalf, and consumer reporting agencies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • Doma doesn't jointly market.

The Doma Family of Companies consists of the following entities:

Doma Holdings, Inc.	Doma Insurance Agency of Texas, Inc.
Doma Corporate, LLC	Doma Insurance Agency of Utah, LLC
Doma Customer Financing LLC	Doma Title Insurance, Inc.
Doma Home Insurance Services, LLC	Doma Trustee Services, LLC
Doma Insurance Agency, Inc.	Doma Title of California, Inc.
Doma Insurance Agency of Arizona, Inc.	Cura Home, Inc.
Doma Insurance Agency of Colorado, Inc.	NASSA LLC
Doma Insurance Agency of Florida, Inc.	North American Title Insurance Company
Doma Insurance Agency of Illinois, Inc.	North American Asset Development, LLC
Doma Insurance Agency of Indiana, LLC	North American Services, LLC
Doma Insurance Agency of Louisiana, LLC	Spear Agency Acquisition Inc.
Doma Insurance Agency of Minnesota, Inc.	States Title Holding, Inc.
Doma Title Agency of Nevada, Inc.	States Title, LLC
Doma Insurance Agency of New Jersey, Inc.	Title Agency Holdco, LLC



Description: Santa Clara,CA Assessor Map 15.30 Page: 1 of 1
Order: SCL Comment: