

**AGREEMENT FOR SALE OF
SURPLUS CITY-OWNED REAL PROPERTY AT CAHALAN AVENUE AND
BLAIRBURY WAY (APN 464-44-057)
TO SUMMERHILL BLOSSOM HILL LAND HOLDING LLC**

THIS AGREEMENT is made and entered into by and between the CITY OF SAN JOSE (hereinafter "CITY") and SUMMERHILL BLOSSOM HILL LAND HOLDING LLC, a Delaware limited liability company, (hereinafter "BUYER") and is effective upon the date of execution by CITY as provided below (hereinafter "Effective Date").

W I T N E S S E T H:

WHEREAS, the City Council has found and determined that the CITY-owned property, described in **EXHIBIT "A"** and depicted in **EXHIBIT "B"**, ("Surplus Property") is surplus property, as defined in Section 4.20.010.G. of the San José Municipal Code; and

WHEREAS, Section 4.20.070.A. of the San José Municipal Code authorizes the sale of surplus CITY-owned real property to the owner or owners of property adjacent to such surplus property at private sale at the fair market value thereof without notice; and

WHEREAS, pursuant to that certain Real Estate Purchase and Sale Agreement and Joint Escrow Instructions between BUYER, as buyer, and Walter Lester, Trustee of the Walter Cottle Lester Revocable Trust dated November 3, 2005, as seller, with an Effective Date of December 30, 2009 (the "Lester PSA"), BUYER holds a right to purchase in fee title to property ("Adjacent Property") which is adjacent to the Surplus Property, and

WHEREAS, CITY desires to sell the Surplus Property to BUYER pursuant to such Section 4.20.070.A. contingent upon BUYER's acquisition of fee title to the Adjacent Property under the Lester PSA, and BUYER desires to purchase the Surplus Property from CITY.

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

1. Property to be Conveyed.

Subject to the provisions of this Agreement, CITY shall transfer and convey to BUYER by quitclaim deed in substantially the same form as **EXHIBIT "C"** ("Quitclaim Deed"), and BUYER shall purchase and take from CITY, all of CITY's right, title and interest in the "Surplus Property".

Notwithstanding the generality of the foregoing, in conveying the Surplus Property to BUYER, CITY shall reserve easements in perpetuity on, under, through and over the Surplus Property for purposes of sanitary sewer and storm drain facilities, all as is more particularly described and depicted in the attached **EXHIBIT "C"** Quitclaim Deed.

2. Purchase Price.

BUYER shall pay to CITY, in consideration of CITY's conveyance to BUYER of said Surplus Property the sum of **FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00)**, subject to increase as provided in Section 5, below, in the manner described in Section 3 of this Agreement. Said sum of **FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00)**, as same may be increased, shall hereinafter be referred to as the "Purchase Price".

3. Tender and Acceptance of Payment.

BUYER shall deposit with the CITY a \$50,000.00 non-refundable cashier's check made payable to the CITY OF SAN JOSE together with BUYER's execution and delivery to CITY of this Agreement (the "Initial Deposit"). Upon CITY's execution of this Agreement, the Initial Deposit shall become non-refundable and shall be credited against the Purchase Price at the Close of Escrow. BUYER shall deposit the remainder of the Purchase Price with "Escrow Holder" no later than one (1) business day prior to the "Closing Date".

BUYER AND CITY AGREE THAT IF, AFTER MUTUAL EXECUTION OF THIS AGREEMENT, BUYER DEFAULTS ON ITS OBLIGATION TO PURCHASE THE SURPLUS PROPERTY PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE DAMAGES TO CITY WOULD BE DIFFICULT AND

IMPRACTICAL TO DETERMINE. ACCORDINGLY, BUYER AND CITY HAVE AGREED TO FIX AS LIQUIDATED DAMAGES THE INITIAL DEPOSIT SPECIFIED IN THIS SECTION 3, AND THE EXTENSION PAYMENTS SPECIFIED IN SECTION 5, BUT ONLY TO THE EXTENT THERETOFORE DELIVERED TO CITY PURSUANT TO SECTIONS 3 AND 5, AND SUCH DELIVERED AMOUNTS SHALL BE RETAINED BY CITY AS LIQUIDATED DAMAGES, AND SHALL CONSTITUTE CITY'S SOLE AND EXCLUSIVE REMEDY FOR SUCH DEFAULT. BUYER AND CITY AGREE THAT THIS LIQUIDATED DAMAGES PROVISION IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, GIVEN THE DIFFICULTY AND IMPRACTICALITY OF DETERMINING CITY'S DAMAGES, THE COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, PERFORMING CITY'S OBLIGATIONS HEREUNDER, KEEPING THE PROPERTY OUT OF THE MARKETPLACE, COSTS OF SEEKING ANOTHER BUYER AND OTHER COSTS INCURRED IN CONNECTION HERewith. CITY'S RETAINING SUCH RELEASED AMOUNTS AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY UNDER CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT INSTEAD, IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO CITY PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE. CITY HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. CITY AGREES THAT THESE LIQUIDATED DAMAGES SHALL BE IN LIEU OF ANY OTHER MONETARY RELIEF OR OTHER REMEDY, INCLUDING WITHOUT LIMITATION SPECIFIC PERFORMANCE, TO WHICH CITY OTHERWISE MIGHT BE ENTITLED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY. BUYER AND CITY SPECIFICALLY ACKNOWLEDGE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION BY INITIALLING THIS SECTION IN THE APPROPRIATE SPACES PROVIDED BELOW:

Buyer's Initials _____

City's Initials _____

4. Additional Fees and Charges.

BUYER shall be responsible for the full payment of all title insurance, escrow, recording fees, documentary transfer taxes and other fees and charges associated with this transaction. CITY shall have no liability or responsibility for any such fees, costs, taxes, or expenses. CITY and BUYER agree that First American Title Insurance

Company, 1737 N. First Street, San Jose, CA 95112, hereinafter "Escrow Holder", will handle the closing of this transaction.

5. Delivery and Recording of Deed and Real Property Taxes.

No later than thirty (30) days from the Effective Date, CITY shall deposit with Escrow Holder for recordation at Closing, the Quitclaim Deed, duly executed and acknowledged by CITY. This Agreement provides for the original of the Quitclaim to be mailed to BUYER by the Santa Clara County Recorder's Office after its recordation, with a copy to CITY. The "Close of Escrow" or the "Closing" under this Agreement shall occur on a date ("Closing Date") to be mutually agreed by CITY and BUYER to occur on or before December 31, 2011 ("Outside Closing Date"), subject to BUYER's right to extend the Outside Closing Date as set forth below.

BUYER shall have the right to extend the Outside Closing Date for up to six months but in no event later than June 30, 2012. For the first extension BUYER is required to provide CITY with no less than thirty (30) days advance notice in writing and for subsequent, additional extensions BUYER shall provide no less than ten (10) days advance written notice.

For all extensions BUYER shall (1) provide notice both to CITY and Escrow Holder (which notice shall specify the date to which the Outside Closing Date has been extended); and (2) shall deposit with Escrow Holder the sum of Ten Thousand Dollars (\$10,000) as consideration for each calendar month of each such extension period, to be prorated for periods of less than full calendar months (each, "Extension Payment"). The Purchase Price shall be deemed increased by the amount of each such Extension Payment.

Upon BUYER's making an Extension Payment, the Extension Payment shall be released to CITY immediately, shall be non-refundable and shall be credited against the Purchase Price.

BUYER and CITY acknowledge and agree that the intent of this Section 5, and BUYER's right to extend the Outside Closing Date as set forth above, is to ensure that the close of escrow under the Lester PSA occurs on or prior to the Close of Escrow

under this Agreement, the prior or concurrent closing of which transaction is a condition to CITY's obligation to convey.

Real property taxes and assessment, if any, applicable to the Surplus Property shall be payable by BUYER from and after the date of recordation of the Quitclaim Deed.

6. BUYERS's Sole Remedy for Failure to Convey.

In the event that CITY's Quitclaim Deed shall, for any reason, be insufficient to convey fee title to the Surplus Property on or before the Closing Date, as shall be evidenced by Escrow Holder's willingness to issue a CLTA Owner's policy of title insurance insuring such title in the name of BUYER in the amount of the Purchase Price, BUYER shall have the right to terminate this Agreement and receive the return of the Initial deposit and any Extension Payments, but shall have no other right of action against CITY and shall not be entitled to recover any damages from CITY, and all parties hereby shall return to status quo ante. BUYER's agreement to proceed to close of escrow shall constitute BUYER's waiver of its right to terminate this Agreement pursuant to this Section 6 or other right of action against CITY in regards to failure to convey fee title.

7. Condition of Title.

CITY's right, title and interest in the Surplus Property shall be delivered by CITY hereunder subject to all exceptions, encumbrances, liens and restrictions of records and not of record affecting the Surplus Property as of the Close of Escrow.

8. AS-IS Property Condition.

BUYER agrees that the Surplus Property will be sold in its existing condition, As-Is and Where-Is, With All Faults and Without Warranty, and without obligation on the part of the CITY to perform work to prepare the Surplus Property for occupancy or use by BUYER. BUYER acknowledges that BUYER purchases the Surplus Property solely on the basis of its own investigations, and that neither CITY, nor any of its officers, Council Members, employees, or agents, is making or has agreed to make any representations or warranties of any kind, express or implied, written or oral, as to the physical condition of the Surplus Property; the fitness for BUYER'S use, value or

adequacy of the Surplus Property for any purpose or any limitations thereon, including, but not limited to, any representation or warranty pertaining to environmental or other laws, regulations or governmental requirements; the existence, adequacy or availability of utilities on or utility services to the Surplus Property; the condition of the soils and ground water of the Surplus Property; the presence or absence of "Hazardous Substances" on or under the Surplus Property; the condition of title to the Surplus Property; or any other matter bearing on the use, value or condition of the Surplus Property

9. Indemnification and Hold Harmless.

From and after the Closing, BUYER agrees to protect, defend, indemnify and hold harmless, CITY, its officers, employees, or agents, from and against all claims, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (collectively, "claims") of any kind whatsoever paid, incurred, suffered or asserted, or related to, on or after delivery of the Quitclaim Deed directly or indirectly arising from or attributable to conditions on or BUYER's use of the Surplus Property (including BUYER's use of the Surplus Property before the Effective Date), including any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any Hazardous Substance on, under or about the Surplus Property, regardless of whether undertaken due to governmental action. The foregoing hold harmless and indemnification provision shall apply to the fullest extent permitted by law, including where such claim is the result of the act or omission of CITY, its officers, agents or employees. Without limiting the generality of this indemnity and hold harmless provision in any way, this provision is intended to operate as an Agreement pursuant to 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364 in order to indemnify, defend, protect and hold harmless CITY for any liability pursuant to such sections. CITY and BUYER agree that for purposes of this Agreement, the term "Hazardous Substance" shall have the definition set forth in **EXHIBIT "D"**, which is attached to this Agreement and incorporated by reference. From and after the Closing, BUYER, for itself, its legal representatives and assigns, releases CITY from any and all claims and causes of action that it had, now has, or claims to have, or that any person claiming through them may have, or claim to have, arising out of any use of, or conditions on, the Surplus

Property (including uses of or conditions on the Surplus Property undertaken or caused by BUYER prior to the Effective Date).

10. General Release.

BUYER acknowledges that it has read and understood the following statutory language of Civil Code Section 1542:

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

Having been so apprised, from and after the Closing, BUYER elects to assume all risk for claims heretofore or hereafter, known or unknown, arising from the subject of this release, and BUYER knowingly and voluntarily expressly releases the CITY from all liability, unknown or unsuspected, arising out of any use of, or conditions on, the Surplus Property. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement.

11. Binding on Successors.

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

12. Merger; Entire Agreement.

This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between CITY and BUYER relating to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby. The terms of this Agreement shall not be modified or amended except by an instrument in writing executed by each of the parties hereto.

13. Notices.

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

To the BUYER: Summerhill Blossom Hill Land Holding LLC
5000 Executive Parkway, Suite 150
San Ramon, CA 94583
Attn: Chris Neighbor, Senior Vice President Land Acquisitions
Attn: Wendi Baker, Acquisition Manager
Fax: (925) 901-1050

With a Copy to: Summerhill Blossom Hill Land Holding LLC
777 California Avenue
Palo Alto, CA 94304
Attn: General Counsel
Fax: (650) 213-8183

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

To the CITY: Real Estate Services
City of San José
200 E. Santa Clara Street, 4th Flr
San José, CA 95113
Attention: Division Manager

With a Copy to: Office of the City Attorney
City of San José
200 E. Santa Clara Street, 16th Flr
San José, CA 95113
Attn. Real Estate Attorney

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

14. Miscellaneous.

a. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

b. If there be more than one entity designated in or signatory to this Agreement, the obligations hereunder imposed upon CITY shall be joint and several; and the term CITY as used herein shall refer to each and every of said signatory parties, severally as well as jointly.

c. Time is and shall be of the essence of each term and provision of this Agreement.

d. Each and every term, condition, covenant and provision of this Agreement is and shall be deemed to be a material part of the consideration for CITY's entry into this Agreement, and any breach hereof by CITY or BUYER shall be deemed to be a material breach. Each term and provision of this Agreement performable by CITY or BUYER shall be construed to be both a covenant and a condition.

e. This Agreement shall be deemed to have been made in, and be construed in accordance with the laws of the State of California. Venue for any proceeding to enforce the provisions of this Agreement shall be in the County of Santa Clara.

f. The headings of the several paragraphs and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

g. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either BUYER or CITY in their respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

h. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein. The exhibits to this Agreement are as follows:

Exhibit A – Legal Description of Surplus Property

Exhibit B – Plat Map depicting entire Surplus Property

Exhibit C– Form of Quitclaim Deed (including plat maps and legal descriptions of Property to be conveyed to the BUYER and easement to be reserved by CITY)

Exhibit D – Hazardous Substances

i. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party.

j. Days, unless otherwise specified, shall mean calendar days.

k. Each of the parties agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to the close of escrow, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement; such actions shall include executing escrow instructions with Escrow Holder which are consistent with the terms of this Agreement.

I. The City Manager or City Manager's designee is authorized to execute, on behalf of the City, deeds and all other documents as may be necessary to effectuate this Agreement and the transfer of property rights herein.

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

"CITY"

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation of the State of California

KENNETH D. JOHNSON
Senior Deputy City Attorney

By: _____
Name:
Title:

Date of Execution: _____

"BUYER"

SUMMERHILL BLOSSOM HILL LAND HOLDING LLC, a Delaware limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT "A"



March 9, 2011
HMH 3586.10.234
Page 1 of 1

EXHIBIT " _ "

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at the northeasterly corner of Tract No. 5733, a map of which was filed for record in Book 367 of Maps at pages 15 and 16, Santa Clara County Records; said point also being the northeasterly corner of Lot 67 of said Tract No. 5733; thence leaving said POINT OF BEGINNING along the easterly boundary of said Tract No. 5733, S 1° 31' 20" E., 655.41 ft., thence leaving said easterly boundary and along a boundary of said Tract No. 5733 S 86° 50' 30" E., 53.02 ft.; thence leaving said boundary N 3° 09' 30" E. 625.72 ft.; thence from a tangent bearing of N 71° 15' 51" W., along a curve to the left with a radius of 2874.14 feet, through a central angle of 2° 11' 34" for an arc length of 110.01 feet to the POINT OF BEGINNING.

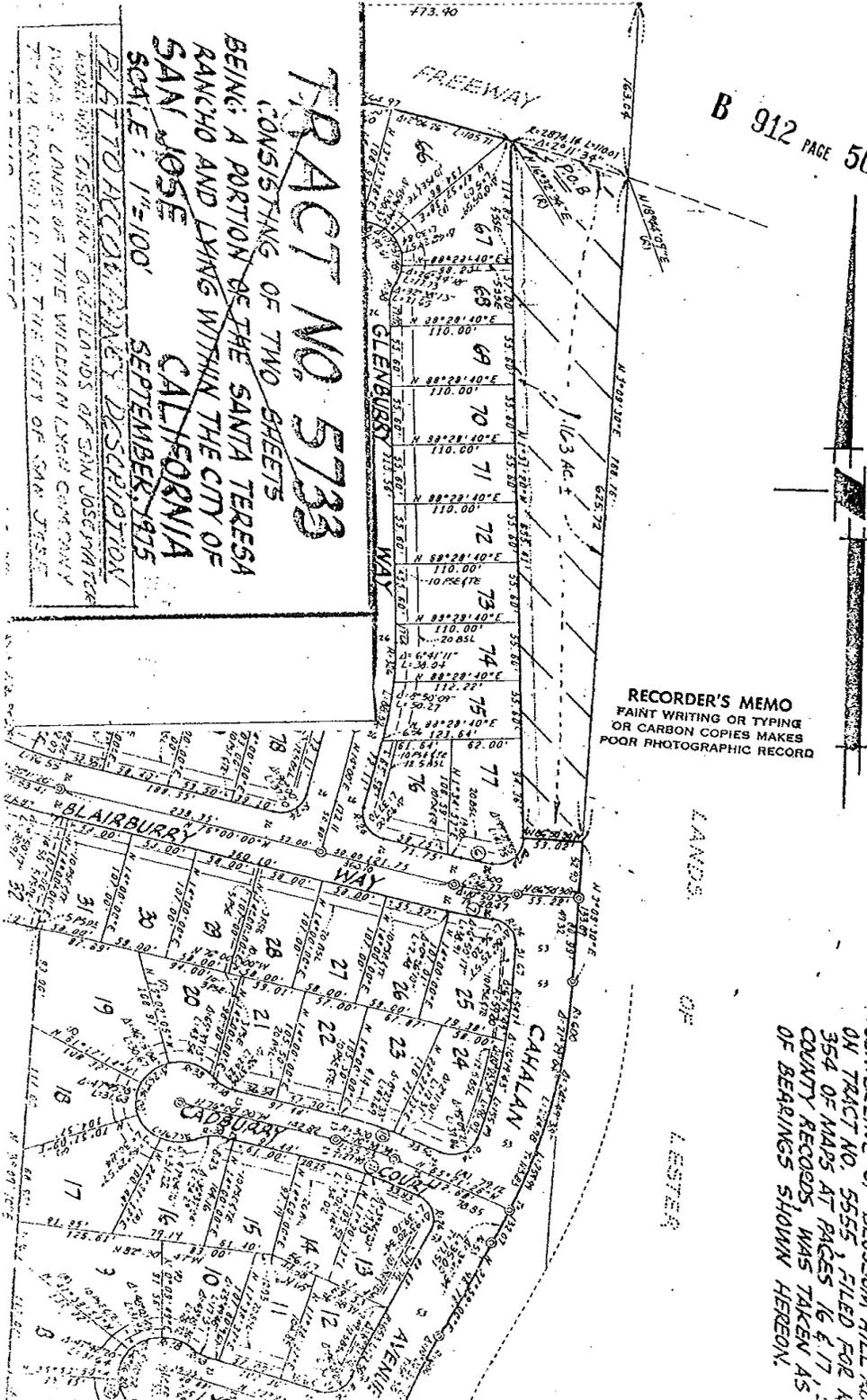


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EXHIBIT "B"

B 912 PAGE 50



TRACT NO. 5733
 CONSISTING OF TWO SHEETS
 BEING A PORTION OF THE SANTA TERESA
 RANCHO AND LYNG WITHIN THE CITY OF
 SAN JOSE
 CALIFORNIA
 SCALE: 1"=100'
 SEPTEMBER, 1975
 PHOTOGRAPHIC DESCRIPTION
 ADDED WITH CHANGES TO THE LANDS OF SAN JOSE MATTHEW
 AND S. LANDS OF THE WILLIAM LYNG COMPANY
 TO BE CONVEYED TO THE CITY OF SAN JOSE

BASIS OF BEARINGS
 THE BEARING OF N 89° 31' 24" E A
 CENTERLINE OF BLOSSOM HILL RD.
 ON TRACT NO. 5555, FILED FOR A
 354 OF MAPS AT PAGES 16 & 17,
 COUNTY RECORDS, WAS TAKEN AS
 OF BEARINGS SHOWN HEREON.

EXHIBIT "C"

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

AND MAIL TAX STATEMENT TO:

Summerhill Blossom Hill Land Holding LLC
Attn: Chris Neighbor, Senior Vice President
Land Acquisitions
5000 Executive Parkway, Suite 150
San Ramon, CA 94583

With a copy of deed to:

City of San Jose – Real Estate Services and
Asset Management Division
200 E. Santa Clara Street
San Jose, CA 95113

APN: 464-44-057

Space above this line for Recorder's use

Document transfer tax is _____
Computed on full value of property conveyed
City Transfer tax is _____

Signature of declarant _____

QUITCLAIM DEED

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the City of San Jose, a municipal corporation of the State of California (Transferor) does remise, release, and forever quitclaim to Summerhill Blossom Hill Land Holding LLC, a Delaware limited partnership (Transferee) all right, title, and interest Transferor has in the real property located in the City of San Jose, County of Santa Clara, California, described and depicted in the attached Exhibit "1" and incorporated by reference, excepting therefrom and reserving unto Transferor an easement in perpetuity on, under, over and through the portion of the subject property described and depicted in the attached Exhibit "2" (Easement Area) for purposes of installing, operating, maintaining, repairing, replacing, relocating, upgrading and accessing sanitary sewer and storm drain facilities and appurtenances, and providing that, except with the prior written consent of the Director of Public Works of the City of San Jose, said Easement Area shall be kept free of any, fences, buildings or other structures (streets and sidewalks being permitted) or utility lines or other facilities and the portion of the Easement Area directly above City's sanitary sewer and storm drain facilities shall also be kept free of trees (ground cover and shrubs being permitted)

IN WITNESS WHEREOF, the Transferor has caused this instrument to be executed as of this _____ day of _____, 2011.

CITY OF SAN JOSE, a municipal corporation of the State of California

By: _____

Name:

Title:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of _____ }

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

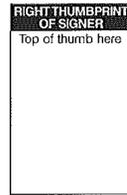
Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

EXHIBIT "1"



March 9, 2011
HMH 3586.10.234
Page 1 of 1

EXHIBIT " _ "

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at the northeasterly corner of Tract No. 5733, a map of which was filed for record in Book 367 of Maps at pages 15 and 16, Santa Clara County Records; said point also being the northeasterly corner of Lot 67 of said Tract No. 5733; thence leaving said POINT OF BEGINNING along the easterly boundary of said Tract No. 5733, S 1° 31' 20" E., 655.41 ft., thence leaving said easterly boundary and along a boundary of said Tract No. 5733 S 86° 50' 30" E., 53.02 ft.; thence leaving said boundary N 3° 09' 30" E. 625.72 ft.; thence from a tangent bearing of N 71° 15' 51" W., along a curve to the left with a radius of 2874.14 feet, through a central angle of 2° 11' 34" for an arc length of 110.01 feet to the POINT OF BEGINNING.

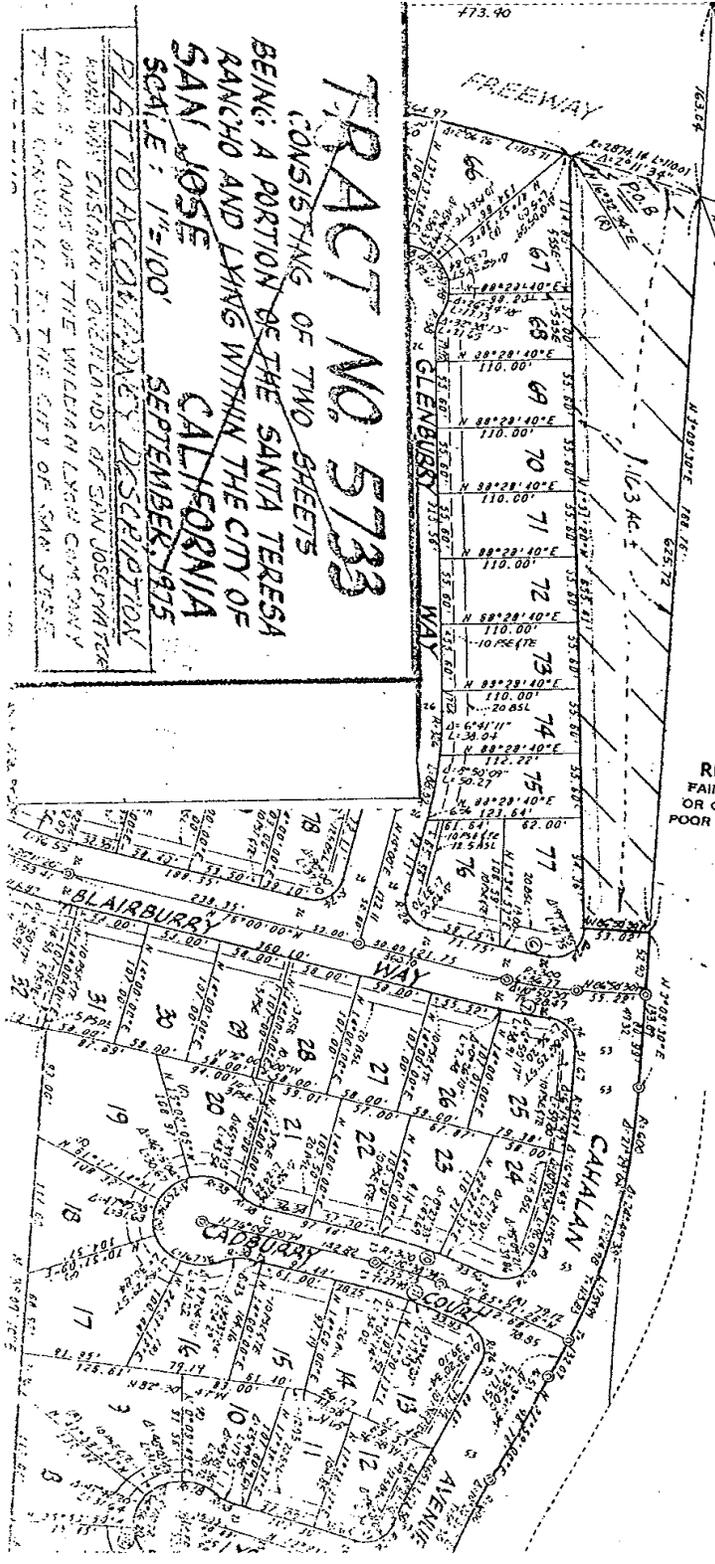


358610LD04B.doc

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EXHIBIT 1 TO QUILCUM DEED

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.



TRACT NO. 5733

CONSISTING OF TWO SHEETS
 BEING A PORTION OF THE SANTA TERESA
 RANCHO AND LYING WITHIN THE CITY OF
 SAN JOSE
 CALIFORNIA
 SCALE: 1"=100'
 SEPTEMBER, 1975

PLATOR'S DESCRIPTION
 BOARD MAN, ENGINEER OVERLANDS OF SAN JOSE PLATON
 FROM A PART OF THE WILLIAM LYNN COMPANY
 TRACT NO. 5733, IN THE CITY OF SAN JOSE

RECORDER'S MEMO
 FAINT WRITING OR TYPING
 OR CARBON COPIES MAKES
 POOR PHOTOGRAPHIC RECORD

BASIS OF BEARINGS
 THE BEARING OF N 89° 31' 24" E A
 CENTERLINE OF BLOSSOM HILL RD.
 ON TRACT NO. 5555, FILED FOR A
 354 OF MAPS AT PAGES 16 & 17,
 COUNTY RECORDS, WAS TAKEN AS
 OF BEARINGS SHOWN HEREON.

EXHIBIT "2"



April 12, 2011
HMH 3586.10.234
Page 1 of 1

EXHIBIT " 2 "
SANITARY SEWER AND STORM DRAINAGE EASEMENTS

REAL PROPERTY in the City of San Jose, County of Santa Clara, State of California, described as follows:

A parcel of land, being a portion of the parcel of land as described in that Corporate Grant Deed recorded March 11, 1976 in Book B912 of Official Records, page 48, Santa Clara County Records, described as follows:

Commencing at the northeasterly corner of Tract No. 5733, which was filed for record in Book 367 of Maps at pages 15 and 16, Santa Clara County Records; said point also being the northeasterly corner of Lot 67 of said Tract No. 5733; thence South 01° 31' 03" East, 102.93 feet along the westerly boundary of said parcel to the TRUE POINT OF BEGINNING;

Thence South 01° 31' 03" East, 20.00 feet continuing along said westerly boundary;
Thence leaving said westerly boundary, North 87° 58' 11" East, 12.79 feet;
Thence South 01° 12' 35" East, 407.83 feet;
Thence South 02° 06' 23" East, 125.61 feet to the southerly boundary of said parcel;
Thence South 86° 50' 13" East, 38.16 feet along said southerly boundary;
Thence leaving said southerly boundary, North 02° 06' 23" West, 128.81 feet;
Thence North 01° 12' 35" West, 417.50 feet;
Thence North 03° 47' 20" East, 93.34 feet to a point in the northerly boundary of said parcel, being the beginning point of a non-tangent curve to the left, from which the center bears South 17° 47' 33" West;
Thence Westerly along said curve, having a radius of 2874.14 feet, through a central angle of 00° 46' 46", an arc length of 39.10 feet along the northerly boundary of said parcel;
Thence leaving said northerly boundary, South 03° 47' 20" West, 95.78 feet;
Thence South 87° 58' 11" West, 13.63 feet to the TRUE POINT OF BEGINNING.

Containing 24750 square feet, more or less.

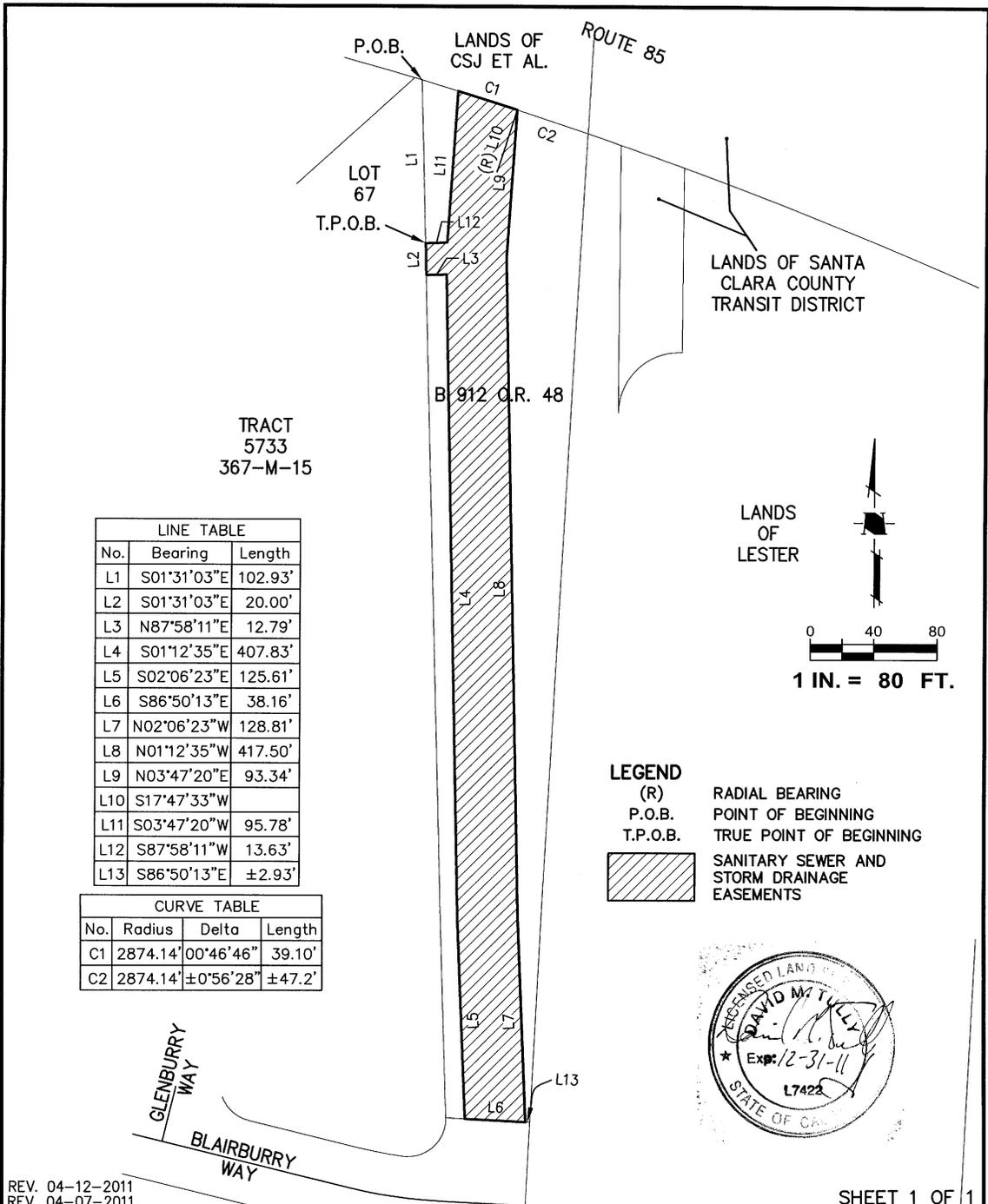


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EXHIBIT 2 TO QUILTAM DEED

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.



TRACT
5733
367-M-15

LINE TABLE		
No.	Bearing	Length
L1	S01°31'03"E	102.93'
L2	S01°31'03"E	20.00'
L3	N87°58'11"E	12.79'
L4	S01°12'35"E	407.83'
L5	S02°06'23"E	125.61'
L6	S86°50'13"E	38.16'
L7	N02°06'23"W	128.81'
L8	N01°12'35"W	417.50'
L9	N03°47'20"E	93.34'
L10	S17°47'33"W	
L11	S03°47'20"W	95.78'
L12	S87°58'11"W	13.63'
L13	S86°50'13"E	±2.93'

CURVE TABLE			
No.	Radius	Delta	Length
C1	2874.14'	00°46'46"	39.10'
C2	2874.14'	±0°56'28"	±47.2'

LEGEND
 (R) RADIAL BEARING
 P.O.B. POINT OF BEGINNING
 T.P.O.B. TRUE POINT OF BEGINNING
 SANITARY SEWER AND STORM DRAINAGE EASEMENTS



REV. 04-12-2011
 REV. 04-07-2011
 Date: 03-09-2011
 Scale: 1" = 80'
 Designed: —
 Drawn: DT
 Checked: SD
 Proj. Eng.: SK
 358610PL04A



Plat to accompany description:
 SANITARY SEWER AND STORM DRAINAGE EASEMENTS
 SAN JOSE CALIFORNIA

SHEET 1 OF 1

EXHIBIT "D"
HAZARDOUS SUBSTANCES

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

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