

**AGREEMENT FOR SALE OF  
SURPLUS CITY-OWNED REAL PROPERTY ADJACENT TO 765 STORY ROAD  
TO THE ADJACENT PROPERTY OWNER, LOANIE LAM AND LISA LAM  
FOR THE AMOUNT OF FORTY TWO THOUSAND DOLLARS**

THIS AGREEMENT is made and entered into by and between the CITY OF SAN JOSE (hereinafter "CITY") and LOANIE LAM, a married woman as her sole and separate property, and LISA LAM, an unmarried woman (hereinafter "BUYER") upon execution by CITY (hereinafter "Effective Date").

**WITNESSETH:**

**WHEREAS**, BUYER is the owner in fee simple of real property APN 472-11-072 ("Adjacent Property") which is adjacent to CITY-owned property APN 472-11-073 ("Surplus Property"), both located in San José, California, which Adjacent Property and Surplus Property are described and depicted in, respectively, **EXHIBIT "B"** and **EXHIBIT "A"** attached hereto and incorporated herein; and

**WHEREAS**, Section 4.20.050 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, subject to such terms and conditions as the City Council of CITY may, in its discretion, provide, and the City Council desires to sell such Surplus Property to BUYER pursuant to such Section 4.20.050; and

**WHEREAS**, City desires to restrict the use of, and retain certain environmental monitoring rights on, the Surplus Property, as well as to receive certain additional rights of ingress and egress over the Adjacent Property to access the Surplus Property, all as is described herein.

**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"**, and BUYER shall purchase and take from CITY, all of CITY's right, title and interest in and to the Surplus Property. Concurrently with the closing, Buyer shall agree to restrict the use of, and grant to CITY certain environmental monitoring rights on, the Surplus Property, as well as to grant to CITY certain additional rights of ingress and egress over the Adjacent Property to access the Surplus Property, by Grant of Easement in substantially the same form as **Exhibit "E"**.

**2. Purchase Price.**

BUYER shall pay to CITY, in consideration of CITY's conveyance to BUYER of said Surplus Property the sum of **FORTY TWO THOUSAND DOLLARS (\$42,000.00)**. Said sum shall hereinafter be referred to as the "Purchase Price".

**3. Tender and Acceptance of Payment.**

BUYER shall deposit with the CITY a \$10,000.00 non-refundable check made payable to the CITY OF SAN JOSE upon delivery to CITY of this AGREEMENT signed by BUYER. By its execution of this AGREEMENT, CITY accepts the Purchase Price as full compensation for the Surplus Property. BUYER shall deposit the remainder of the full Purchase Price, together with all Closing Costs (as defined in Section 4, below) as estimated by CITY, a deed in form acceptable to CITY by which the spouse of Loanie Lam shall convey to her his interest, if any, in the Surplus Property ("Interspousal Deed") and a counterpart of the Grant of Easement executed and acknowledged by BUYER, with CITY no more than ten (10) days after the Effective Date. The Quitclaim Deed, Interspousal Deed and Grant of Easement shall be recorded as described in Section 5 of this AGREEMENT.

**4. Additional Fees and Charges.**

BUYER shall be responsible for the full payment of all recording fees, documentary transfer taxes and other fees and charges associated with this transaction

("Closing Costs"). CITY shall have no liability or responsibility for any such Closing Costs, but shall promptly return to BUYER any amounts delivered to CITY in payment thereof and not so used by CITY.

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

No later than thirty (30) days from the Effective Date, CITY shall record the Quitclaim Deed, Interspousal Deed and the Grant of Easement in the office of the Santa Clara County Recorder. The Santa Clara County Recorder's Office shall mail said Quitclaim Deed to BUYER after its recordation, with a copy to CITY.

Real property taxes and assessments, if any, shall be payable by BUYER from and after the date of recordation of the Quitclaim Deed ("Closing Date").

**6. BUYER'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 PROPERTY on or before the Closing Date, BUYER shall have the right to terminate this AGREEMENT, 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 recordation of the Quitclaim Deed 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 and to the PROPERTY shall be delivered by CITY hereunder subject to all exceptions, encumbrances, liens and restrictions of record and not of record, as of the Closing Date.

**8. AS-IS Property Condition.**

BUYER agrees that: i) it is purchasing the PROPERTY "as is" and in reliance on BUYER's own investigation, which it has conducted to its satisfaction prior to the Effective Date, ii) no representations or warranties of any kind whatsoever, express or

implied, have been made by CITY, including without limitation any zoning regulations or other governmental requirements, the existence of "Hazardous Substances" (as defined in Section 9, below) or other site conditions, or any other matters affecting the use, value or condition of the PROPERTY, and iii) it shall take the PROPERTY in the condition that it is in at the Closing Date. To the extent that CITY has provided to BUYER information or reports regarding the PROPERTY, CITY makes no representations or warranties with respect to the accuracy or completeness thereof.

Without limiting the generality of the foregoing, BUYER acknowledges: i) it is aware of that certain Lease ("Lease") concerning the PROPERTY between CITY and the American G.I. Forum of San Jose, dated June 30, 1998, with respect to which Lease City sent a termination notice dated December 5, 2011, and that BUYER has received copies of the Lease and related termination notice; and ii) the existence of the closed landfill adjacent to the Surplus Property ("Landfill"), the environmental condition of the Landfill (further information can be accessed online at [http://geotracker.waterboards.ca.gov/profile\\_report.asp?global\\_id=L10001577696](http://geotracker.waterboards.ca.gov/profile_report.asp?global_id=L10001577696)), and the affect thereof on the Surplus Property (including without limitation possible migration of area groundwater contamination and restrictions upon irrigation and other activities conducted on the Surplus Property), and the location on the Surplus Property of "waste filled areas" mentioned in Appendix 2 to the Lease, particularly along the northern boundary thereof shared with the Landfill, and low levels of methane and other volatile organic compounds detected in soil gas.

#### **9. Indemnification and Hold Harmless.**

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 the Closing Date 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 without limitation any repair, cleanup or

detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any Hazardous Substance on, under, about or emanating from the Landfill to the Surplus Property, regardless of whether undertaken due to governmental action, and any claims arising under or with respect to the Lease. The foregoing hold harmless and indemnification provision shall apply to the fullest extent permitted by law, including where such claim is 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. 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 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, to the fullest extent permitted by law, 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 release the CITY from all liability, unknown or unsuspected, arising out of any use of, or conditions

on, the Surplus Property. The provisions of Sections 6, 8, 9 and 10 shall survive the closing 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: Loanie & Lisa Lam  
PO Box 1454  
Los Altos, CA 94023

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

To the CITY: OED Real Estate Services  
City of San Jose  
200 E. Santa Clara Street, T-4  
San Jose, CA 95113

With a Copy to: Office of the City Attorney  
City of San José  
200 E. Santa Clara Street  
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 BUYER shall be joint and several; and the term BUYER as used herein shall refer to each and every of said signatory parties, severally as well as jointly.
- c. Time is and shall be of the essence of each term and provision of this Agreement.
- d. Each and every term, condition, covenant and provision of this Agreement is and shall be deemed to be a material part of the consideration for 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 its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.
  
- h. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein. The exhibits to this Agreement are as follows:
  - Exhibit A – Legal Description and Plat of Surplus Property
  - Exhibit B – Legal Description and Plat of Adjacent Property
  - Exhibit C – Form of Quitclaim Deed
  - Exhibit D – Hazardous Substances
  - Exhibit E – Form of Grant of Easement
  
- i. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party.

- j. Days, unless otherwise specified, shall mean calendar days.
- k. The CITY Manager, or 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:

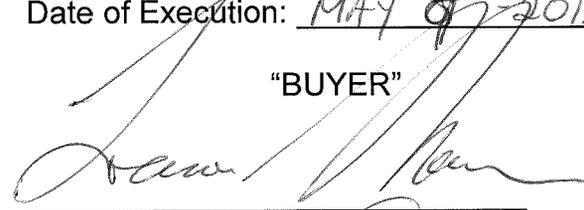
CITY OF SAN JOSE, a municipal corporation

\_\_\_\_\_  
KENNETH D. JOHNSON  
Senior Deputy City Attorney

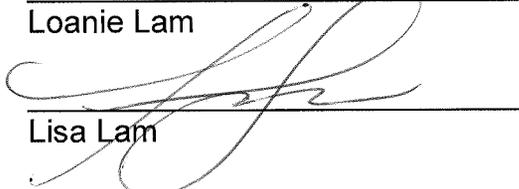
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of Execution: MAY 9 2012

“BUYER”



\_\_\_\_\_  
Loanie Lam



\_\_\_\_\_  
Lisa Lam

**EXHIBIT A**  
**DESCRIPTION AND PLAT OF SURPLUS PROPERTY**

P. 035 PAGE | 974

LEGAL DESCRIPTION:

"SCHEDULE C"

SP 110226

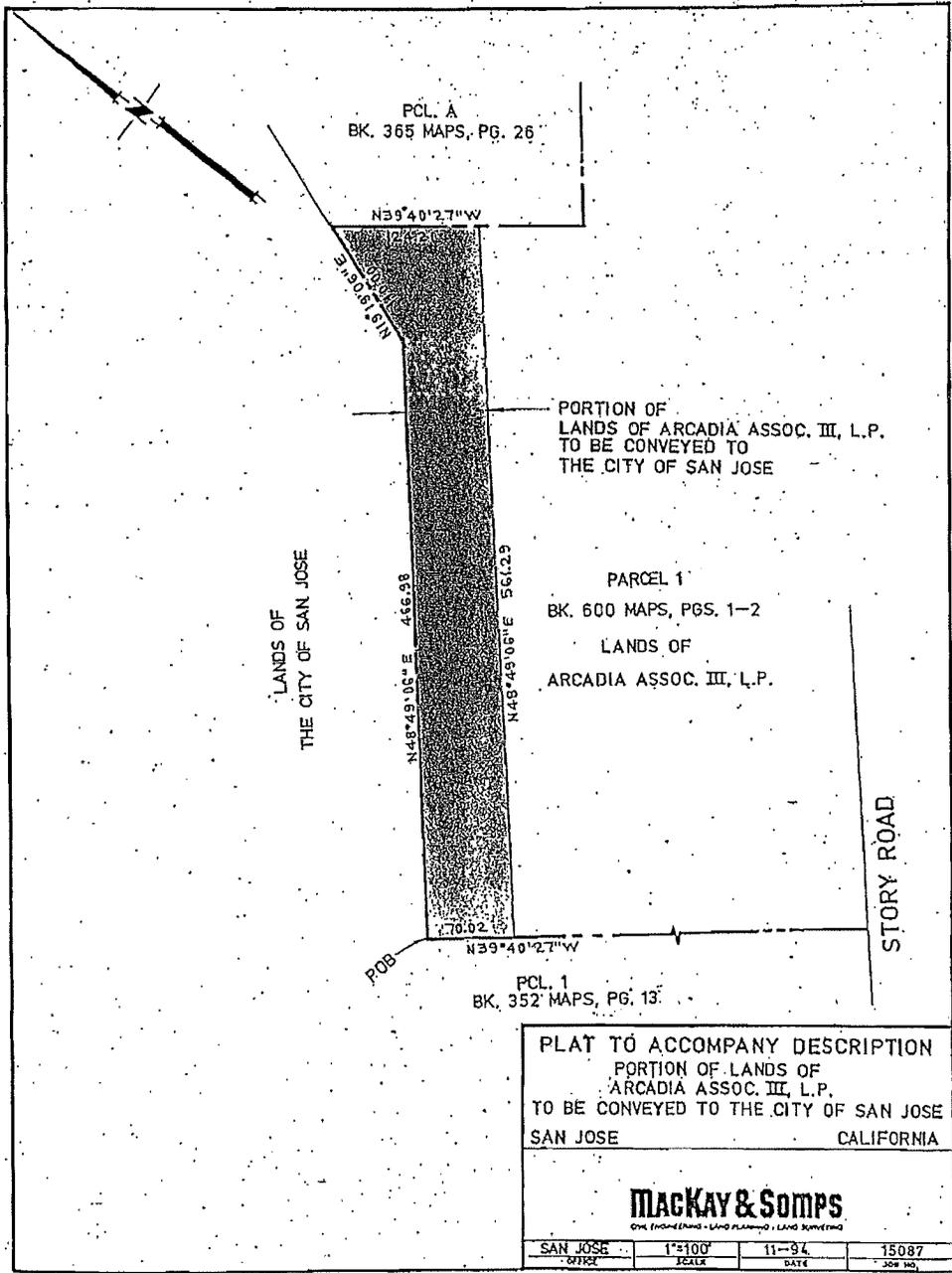
Amendment B

All that real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

Being a portion of Parcel 1, as shown on that certain Parcel Map filed for record in Book 600 of Maps, at pages 1 and 2, Santa Clara County Records, described as follows:

Beginning at the most Westerly corner of above said Parcel 1; thence from said point of beginning along the Southwesterly line of said Parcel 1, S. 39° 40' 27" E. 70.02 feet; thence leaving said Southwesterly line along a line parallel with and distant 70.00 feet Southeasterly from the most Northwesterly line of said Parcel 1, N. 48° 49' 06" E. 561.29 feet to a point in a Northeasterly line of said Parcel 1; thence leaving said parallel line along a Northeasterly line of said Parcel 1, N. 39° 40' 27" W. 124.21 feet to a Northerly corner of said Parcel 1; thence leaving said Northeasterly line along the most Northwesterly line of said Parcel 1, the following courses: S. 19° 19' 06" W. 110.00 feet; and S. 48° 49' 06" W. 466.98 feet to the point of beginning.

ARB No. 472-11-x14 and x14.02.01



**EXHIBIT B**  
**DESCRIPTION OF PLAT OF ADJACENT PROPERTY**

11405455 -004 -KAY

**Exhibit A**  
**Legal Description**

All that certain property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

**PARCEL ONE:**

Parcel 2, as shown on that Parcel Map filed for record in the office of the Recorder of the County of Santa Clara, State of California on October 10, 1995, in Book 670 of Maps, page(s) 43 and 44.

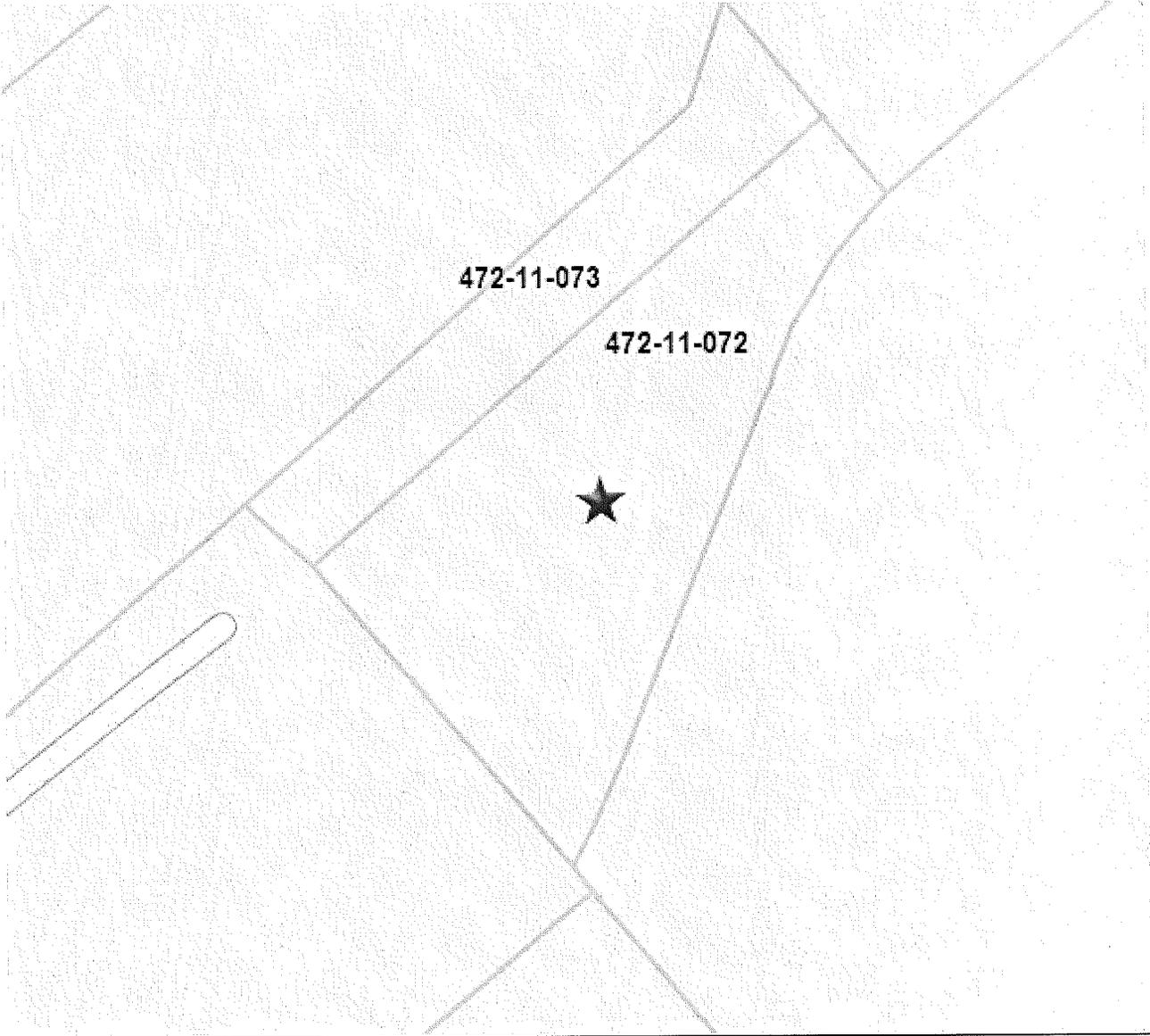
**PARCEL TWO:**

Non-exclusive easement for ingress and egress, the installation and maintenance (including replacement, if necessary), of a private water line, sanitary sewer and storm drain line over and under that portion of Parcels 1 and 3, identified on the Parcel map filed for record on October 10, 1995 in Book 670 of Maps, at pages 43 and 44, as "26' Private Ingress-Egress Easement, P.S.D.E., P.S.S.E., P.W.L.E. & P.S.E." ("Easement Area A") and (b).

**PARCEL THREE:**

A Non-exclusive easement for installation and maintenance (including replacement, if necessary), of electric, gas and telephone services over and under that portion of Parcel 1, identified on the Parcel map filed for record October 10, 1995 in Book 670 of Maps, at pages 43 and 44, as "10' P.S.E. & Private Utility Easement" ("Easement Area B", together with Easement Area A herein called the "Parcel 2 Easement Area").

Story Road  
APN 472-11-073



**EXHIBIT C**

**RECORDING REQUESTED BY**  
City of San Jose

**WHEN RECORDED MAIL TO:**  
Loanie & Lisa Lam  
PO Box 1454  
Los Altos, CA 94023

With a copy to:  
City of San Jose  
OED Real Estate Services  
200 E. Santa Clara Street, T-4  
San Jose, CA 95113

**MAIL TAX STATEMENTS TO:**

Loanie & Lisa Lam  
PO Box 1454  
Los Altos, CA 94023

(space above for recorder's use only)  
*Document transfer tax is* \_\_\_\_\_  
*Computed on full value of property conveyed*  
*City Transfer tax is* \_\_\_\_\_

\_\_\_\_\_  
*Signature of declarant*

**QUITCLAIM DEED**

The **CITY OF SAN JOSE**, a municipal corporation of the State of California, hereby REMISES, RELEASES AND FOREVER QUITCLAIMS to **LOANIE LAM**, a married woman as her sole and separate property, and **LISA LAM**, an unmarried woman, any and all right, title or interest in the following described real property in the City of San Jose, County of Santa Clara, State of California:

**See attached Exhibit A, incorporated by reference to this document.**

IN WITNESS WHEREOF, the Quitclaimor 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

\_\_\_\_\_  
KIM WALESH  
Director, Office of Economic Development  
Chief Strategist

**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.

**EXHIBIT E**  
**Form of Grant of Easement**

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

AFTER RECORDING RETURN TO:  
City of San Jose  
Real Estate Services  
200 E. Santa Clara Street, T-4  
San Jose, CA 95113

Space above this line for Recorder's Use

The Undersigned Grantee Declares: DOCUMENTARY TRANSFER TAX \$0; CITY TRANSFER TAX \$0; Recorded for the benefit of the City of San Jose and is exempt from fee per Government Code Sections 27383 and 6103.  
APN: 472-11-072/073

\_\_\_\_\_  
Signature of Declarant

**GRANT OF EASEMENT**

LOANIE LAM, a married woman as her sole and separate property, and LISA LAM, an unmarried woman ("Grantor") do hereby GRANT to the CITY OF SAN JOSE, a municipal corporation of the State of California ("Grantee"), and Grantee does hereby accept, the following perpetual non-exclusive easements on, upon, under, over and across certain real property in the City of San Jose, County of Santa Clara, State of California, described on Exhibits A and B attached hereto and made part hereof (referred to herein as, respectively, "Easement Area A" and "Easement Area B"), without however any obligation of Grantee to maintain any area of ingress or egress:

- A. As to Easement Area A, an easement for ingress and egress for pedestrian and vehicle access to Easement Area B in order to exercise the rights granted in paragraph B, below; and
- B. As to Easement Area B, an easement to install, remove, maintain and access soil and groundwater monitoring devices.

Further, Grantor hereby covenants in perpetuity as a burden on Easement Area B and the successive owners thereof, for the benefit of Grantee's property, which property contains a closed landfill and is described on Exhibit C attached hereto ("Benefitted Property") and made a part hereof, and the successive owners thereof that they shall:

- A. Not construct or permit to be constructed on Easement Area B, any building or any other similar improvement (surface parking, curbs, sidewalks, and landscaping being permitted); and

- B. With respect to areas of Easement Area B filled with landfill waste, which areas are known to be located along the northerly boundary of Easement Area B and to extend southerly at least forty feet: i) not install or permit to be installed on any such areas irrigated landscaping, ii) not install or permit to be installed within twenty-five feet of any such areas any landscaping irrigation system or water piping, and iii) not store or use or permit to be stored or used within fifty feet of any such areas any hazardous substance requiring a permit therefore; and
- C. To the maximum extent permitted by law, protect, defend, indemnify, hold harmless and release, Grantee and such successive owners, their respective 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, directly or indirectly arising from or attributable to conditions on or Grantor's (or its successor's) use of Easement Area B, whether or not such claims are known or suspected, including without limitation any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any hazardous substance on, under, or about or emanating from the Benefitted Property to Easement Area B.

Grantor and Grantee hereby agree that the No-Build Covenant Agreement recorded on August 14, 1998 as document number 14337513 is hereby superseded and of no further force or effect.

<p>APPROVED AS TO FORM:</p>  <p>_____</p> <p>KENNETH D. JOHNSON Senior Deputy City Attorney</p>	<p>"GRANTEE"</p> <p>CITY OF SAN JOSE, a municipal corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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## EXHIBIT A to Grant of Easement

### Easement Area A (472-11-072)

11405455 -004 -KAY

#### **Exhibit A** **Legal Description**

All that certain property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

#### **PARCEL ONE:**

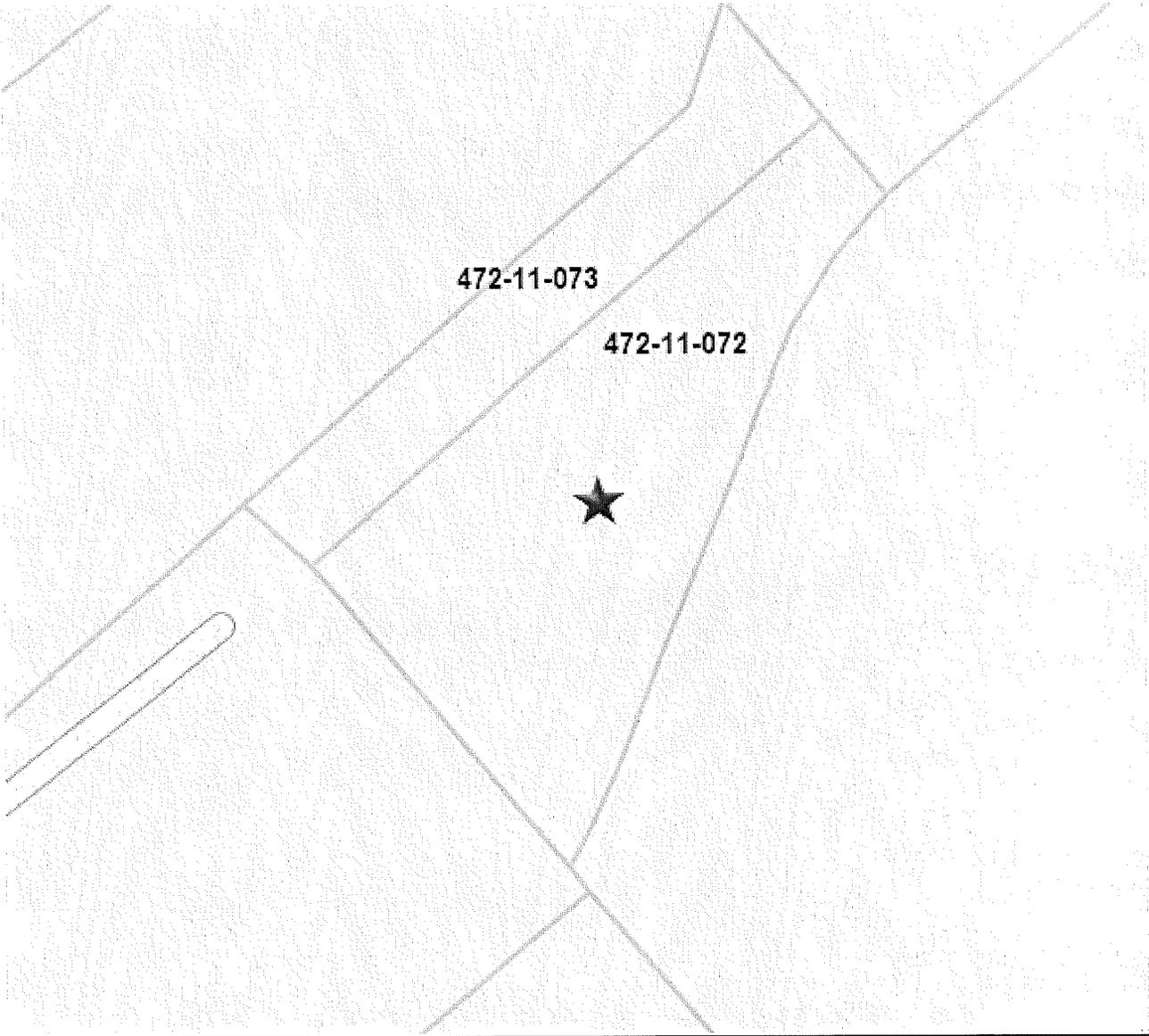
Parcel 2, as shown on that Parcel Map filed for record in the office of the Recorder of the County of Santa Clara, State of California on October 10, 1995, in Book 670 of Maps, page(s) 43 and 44.

#### **PARCEL TWO:**

Non-exclusive easement for ingress and egress, the installation and maintenance (including replacement, if necessary), of a private water line, sanitary sewer and storm drain line over and under that portion of Parcels 1 and 3, identified on the Parcel map filed for record on October 10, 1995 in Book 670 of Maps, at pages 43 and 44, as "26' Private Ingress-Egress Easement, P.S.D.E., P.S.S.E., P.W.L.E. & P.S.E." ("Easement Area A") and (b).

#### **PARCEL THREE:**

A Non-exclusive easement for installation and maintenance (including replacement, if necessary), of electric, gas and telephone services over and under that portion of Parcel 1, identified on the Parcel map filed for record October 10, 1995 in Book 670 of Maps, at pages 43 and 44, as "10' P.S.E. & Private Utility Easement" ("Easement Area B", together with Easement Area A herein called the "Parcel 2 Easement Area").



**EXHIBIT B to Grant of Easement**

**Easement Area B**

**(472-11-073)**

P.035 PAGE 1974

LEGAL DESCRIPTION:

"SCHEDULE C"

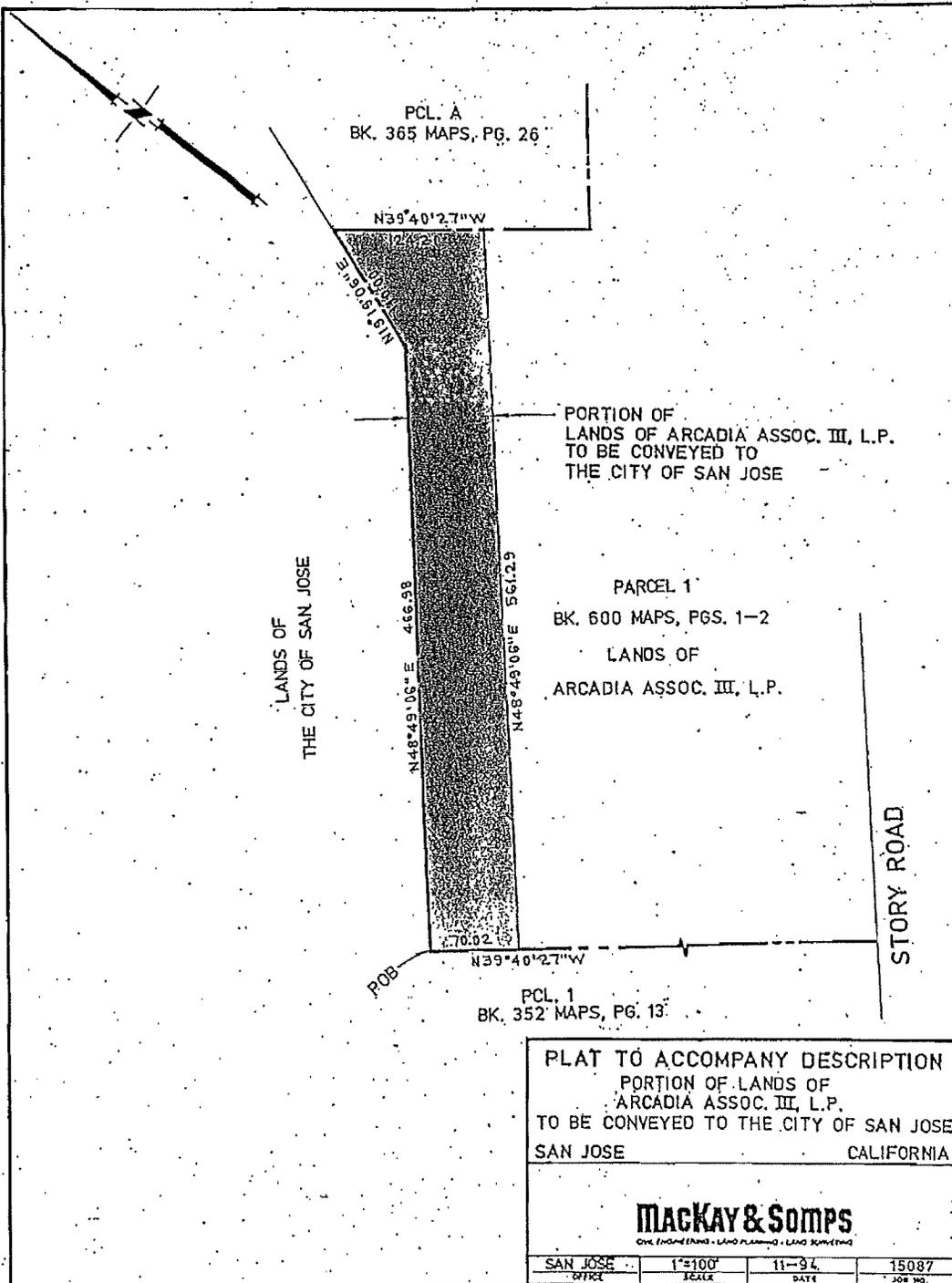
SP 110226  
Amendment B

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Being a portion of Parcel 1, as shown on that certain Parcel Map filed for record in Book 600 of Maps, at pages 1 and 2, Santa Clara County Records, described as follows:

Beginning at the most Westerly corner of above said Parcel 1; thence from said point of beginning along the Southwesterly line of said Parcel 1, S. 39° 40' 27" E. 70.02 feet; thence leaving said Southwesterly line along a line parallel with and distant 70.00 feet Southeasterly from the most Northwesterly line of said Parcel 1, N. 48° 49' 06" E. 561.29 feet to a point in a Northeasterly line of said Parcel 1; thence leaving said parallel line along a Northeasterly line of said Parcel 1, N. 39° 40' 27" W. 124.21 feet to a Northerly corner of said Parcel 1; thence leaving said Northeasterly line along the most Northwesterly line of said Parcel 1, the following courses: S. 19° 19' 06" W. 110.00 feet; and S. 48° 49' 06" W. 466.98 feet to the point of beginning.

ARB No. 472-11-x14 and x14.02.01

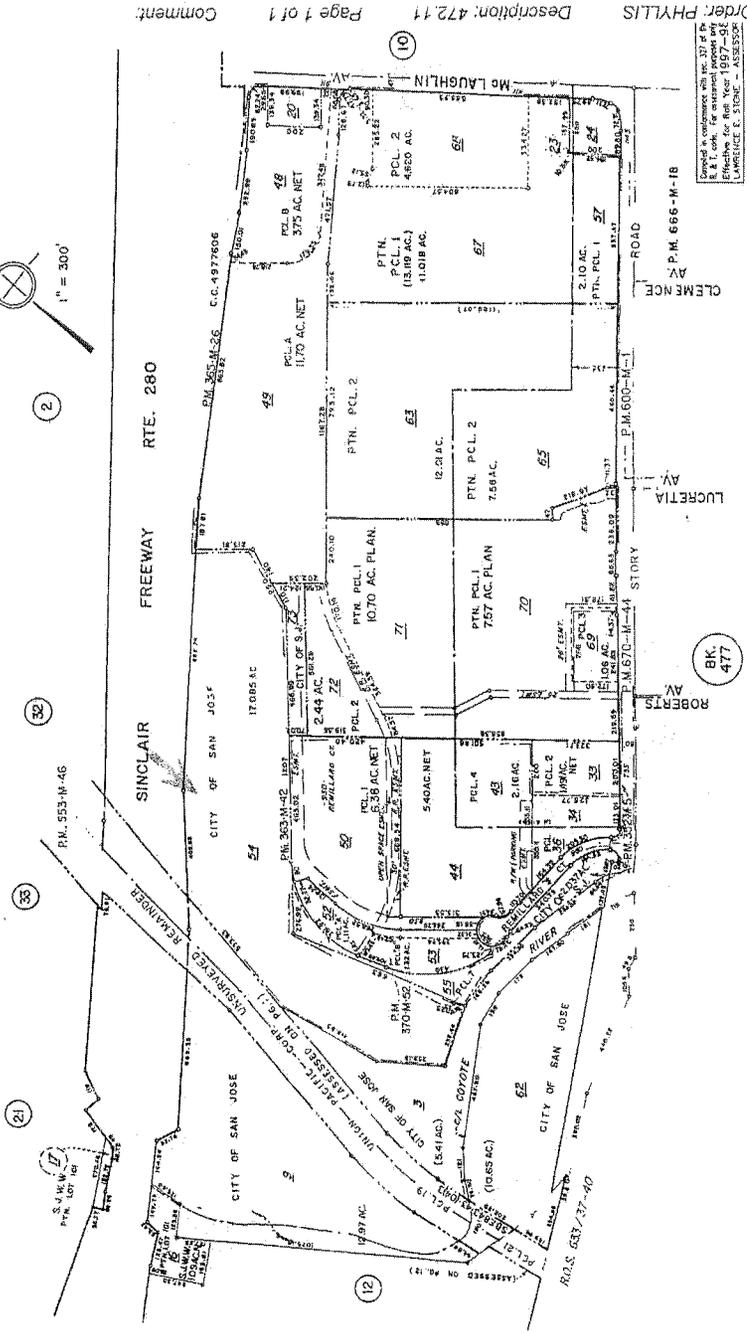
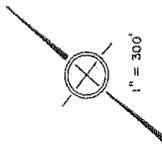


# EXHIBIT C to Grant of Easement Benefitted Property

BOOK  
472

PAGE  
11

OFFICE OF COUNTY ASSESSOR — SANTA CLARA COUNTY, CALIFORNIA



Order: PHYLIS Description: 472.11 Page 1 of 1 Comment:

Ordinance in compliance with Sec. 330 of the  
California Revenue and Taxation Code  
Effective for Roll Year 1997-98  
LAWRENCE E. STONE - ASSESSOR

BK  
477

## LEGAL DESCRIPTION

The land referred to in this Report is described as follows:

All that certain real property situated in the City of San Jose, County of Santa Clara, State of California, described as follows:

Beginning at the point of intersection of the Southwesterly line of Lucretia Avenue, a 60 foot wide right-of-way as shown on that certain Map entitled, "Map of the Ashworth Subdivision," dated March 26, 1879, and recorded October 16, 1911 in Book F2 of Maps, Page 47, in the Office of the County Recorder of Santa Clara County, with the Northwesterly line of that certain 173.86 acre tract conveyed by James Asworth to Romillard Brick Company (a corporation) by Deed dated October 31, 1891, and recorded in Volume 140 of Deeds, Page 324 in the Office of said Recorder; thence along the Northwesterly line of said 173.86 acre tract S. 50° 37' W. 200.02 feet to a point, said point being the true point of beginning of the parcel of land to be described; thence along said Northwesterly line of said 173.86 acre tract S. 50° 37' W. 906.04 feet to the intersection thereof with the Easterly line of lands or right-of-way of the Western Pacific Company; thence leaving said line of said 173.86 acre tract and running Southerly along said Easterly line of said lands or right-of-way of said Western Pacific Railroad Company S. 9° 22' 22" W. 1099.85 feet to the most Northerly corner of that certain parcel of land designated as "Parcel Number 1" and described in the Deed from Romillard Brick Company to the City of San Jose dated August 3, 1959 and recorded September 14, 1959 in Book 4543 Official Records, Page 306, Santa Clara County Records; thence along Northerly line of said Parcel #1 the following three (3) courses and distances: S. 9° 50' E. 416.85 feet; S. 37° 03' E. 259.19 feet; and N. 67° 52' E. 238.68 feet to a point; thence leaving said Northerly line of said "Parcel #1" and proceeding along a line N. 28° 01' 09" W. 40.28 feet to a point; thence N. 17° 20' W. 663.00 feet to a point; thence N. 48° 50' E. 1207.00 feet to a point; thence N. 19° 20' E. 250.00 feet to a point; thence on a line parallel with the Southwesterly line of said Lucretia Avenue N. 40° 15' W. 550.01 feet to the true point of beginning and being a portion of 500 acre Lot No. 11, San Jose City Lands.

Excepting therefrom that portion of land as granted to the State of California by Deed filed for record in the Office of the Recorder of the County of Santa Clara on July 11, 1966 in Book 7437, at Page 421, Official Records, and being more particularly described as follows:

Commencing at the most Northerly corner of the parcel of land described in the Final Order of Condemnation recorded July 1, 1964 in Book 6564, at Page 418, Official Records of Santa Clara County; thence along the Northeasterly line of said parcel S. 39° 47' 18" E. 336.21 feet; thence S. 53° 19' 36" W. 882.74 feet; thence S. 47° 27' 14" W. 402.83 feet to the Westerly line of said parcel; thence along said Westerly line and along the Northwesterly line of said parcel N. 9° 50' 40" E. 496.02 feet and N. 51° 04' 42" E. 906.04 feet to the point of commencement.

APN: 472-11-054  
ARB: 472-11-7