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GOVERNMENT CODE

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Recording Requested By and
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County of Santa Clara
Parks and Recreation Dept.
Attn: Real Estate Div.
298 Garden Hill Drive
Los Gatos, CA 95032

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Recording Service

RDE # 008
12/23/2011
8:50 AM

And to:

Santa Clara Open Space Authority
Attn: Real Estate Div.
6980 Santa Teresa Blvd., Ste. 100
San Jose, CA 95119

CONSERVATION EASEMENT

In reference to the property or properties conveyed by the Grant Deed between the City of San José, a municipal corporation of the State of California ("Grantor"), and Union Pacific Railroad Company, a Delaware corporation, its successors and assigns dated December 23, 2011, Grantor hereby grants this Conservation Easement, in perpetuity, jointly to the Santa Clara County Open Space Authority ("Authority"), a Special District, and the County of Santa Clara ("County"), a political subdivision of the State of California, collectively referred to as "Grantees":

A. RECITALS

WHEREAS, the Authority entered into a Funding Agreement ("Funding Agreement") dated March 31, 2011, to assist funding Grantor's acquisition of the real property described in Attachment A to this Conservation Easement attached hereto and hereby incorporated by reference ("Property"); and

WHEREAS, the County and Grantor entered into an Amended and Restated Agreement for the Possible Acquisition of Property for the Three Creeks Trail dated September 27, 2011 to assist funding Grantor's acquisition of the Property for the establishment of the Three Creeks Trail, anticipated to extend approximately 2.5 miles from the vicinity of Highway 280 at Los Gatos Creek, traverse the future Guadalupe River Trail, link to the existing Highway 87 Bikeway ("Western Alignment"), and connect to the

future Coyote Creek Trail within Kelley Park ("Eastern Alignment") in San José, California ("Three Creeks Trail"); and

WHEREAS, the Authority and County have assisted with Grantor's acquisition of the Property for the purposes of preserving, protecting and managing, for the use and enjoyment of all people, a well-balanced system of urban and non-urban areas of outstanding scenic, recreational and agricultural importance, and for the establishment of a network of trails that will facilitate public access to outstanding scenic, recreational areas; and

WHEREAS, California Civil Code Section 815.1 defines "conservation easement" as any limitation in a deed, will or other instrument in the form of an easement, restriction, covenant, or condition, which is or has been executed by or on behalf of the owner of land subject to such easement and is binding upon successive owners of such land, and the purpose of which is to retain land predominantly in its natural, scenic, historical, agricultural, forested, or open-space condition; and

WHEREAS, the purpose of this Easement is to ensure that the Property is dedicated and preserved as open space and parkland, and open to the public, in perpetuity, and that Grantor's responsibilities for continued maintenance and operation of the Property and its improvements as open space and parkland remain in effect in perpetuity; and

WHEREAS, it is Grantor's intention that the limitations set forth below, shall run with the land and be binding on Grantor, its successors and assigns in perpetuity;

NOW, THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California including Sections 815-816 of the California Civil Code, Grantors do hereby grant to Grantees a conservation easement in perpetuity over the Property of the nature and character and to the extent set forth herein, and the grant is made subject to the following limitations:

B. LIMITATIONS

1. Restrictions. Pursuant to Civil Code Section 815 et seq., the following restrictions shall apply in perpetuity to the Property described in Attachment A:

a. *Permissible Uses*. The Property shall be used and maintained for open space and recreation, specifically, for development of a trail, and be open to the public, in perpetuity.

b. *Structures*. No new structures or improvements shall be erected on the Property without written approval of the Grantees, as provided through the Authority's General Manager and County Executive, in which case the facility shall only be a public facility related to a designated open space or recreational trail use, or appurtenant thereto.

c. *Natural Resources.* No native plant, tree or wildlife species shall be disturbed now or in the future on the Property except to abate disease, eliminate an imminent hazard to the health, safety, or welfare of the general public, or as approved by Grantor as part of a plan for public access, resource management, and restoration.

d. *Grantee Review.* Grantor will provide Grantees with the opportunity to review and comment on any plan for significant improvements to the Property at appropriate stages of the planning process. At a minimum, Grantor shall provide Grantees with a site plan showing the location of the proposed improvements or restoration before Grantor approval of final plans and specifications. Grantees' comments shall be advisory only. Grantor shall make the final decision as to any plans or improvements for the Property as long as the decision is consistent with the terms and conditions of this Conservation Easement.

e. *Trail and Master Plan Development.* Grantor will work diligently and in good faith, and use its best efforts to bring forward for consideration by the City Council proposals to fully fund the environmental review (CEQA), planning, and design, of the Three Creeks Trail within three (3) years from the date Grantor takes title to all of the property required for the Western Alignment of the Three Creeks Trail, and to open the respective Trail alignment to public use within five (5) years from this date. Grantor shall be responsible for assuring that the Property is in an environmental condition suitable for public use as a trail. If Grantor prepares a Master Plan that includes the Property, Grantor shall consult with Grantees during the development of the Master Plan. If a committee or task force is formed to assist with preparation of the Master Plan, Grantor shall offer to include a representative from each Grantee in such a committee or task force.

f. *Mitigation.* The Grantor shall not use or allow the use of any portion of the Property for mitigation without the written permission of the Authority's General Manager and County Executive. Absent such permission, the Property shall not be available to count toward satisfying any open space or preserved land requirements as stipulated under applicable land use laws, ordinances, or codes. Furthermore, Grantor may not transfer for use outside the Property (whether or not for compensation) any development rights allocated to the Property under applicable law. The terms of this restriction shall be perpetual and it shall be a covenant running with the land. In providing permission under this subsection, the General Manager or County Executive may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Authority and County, respectively, based on the Grantee's respective proportionate contribution toward the purchase price of the Property until the Authority and County have been fully

compensated for all of its past, present and future costs with respect to the Property, including, but not limited to, staff monitoring costs and acquisition costs at fair market value as of the time the mitigation is to begin.

g. *Mortgage only with approval.* The Property (including any portion of it or interest in it) may not be used as security for any debt without written approval of the Authority's General Manager and County Executive.

h. *Transfer only with approval.* The Property (including any portion of it or interest in it) may not be transferred without written approval of the Authority's General Manager and County Executive.

2. Covenants and Conditions. Pursuant to Civil Code Section 815 et seq., the following covenants and conditions shall apply in perpetuity to the Property described in Exhibit A:

a. *Run with the Land.* The restrictions, covenants and conditions set forth herein shall run with the land and bind the Property in perpetuity.

b. *Binding on Successors.* The restrictions, covenants and conditions set forth herein shall, pursuant to its terms, inure to the benefit of the Authority, and bind the Property, the Grantor and its successors and assigns.

c. *Recordation.* The Grantor shall record this instrument in the Office of the Recorder of County of Santa Clara, California immediately following recording of the Grant Deed under which the City took title to the Property.

d. *Access/Right to Inspect.* The Grantees, their representatives and assigns shall have reasonable access to the Property to monitor compliance with the restrictions, covenants and conditions set forth herein.

e. *Dissolution of Grantees.* If the existence of the Grantor ceases for any reason or if any of the restrictions, covenants or conditions stated herein are violated, all of the Grantor's rights, title and interest in the Property shall automatically vest in the Grantees for the benefit of the Grantees, or their successors, upon acceptance by the Grantees, as may be agreed upon between Grantees.

f. *Eminent Domain.* The Grantor shall promptly notice the Grantees of any eminent domain proceeding affecting the Property, or any portion of it, and shall continuously provide the Grantees with copies of all relevant documents. If the Grantor receives any compensation for the Property taking, whether by agreement, settlement or court order, then the Grantor

shall promptly pay to the Grantees a share of the proceeds proportionate to the Grantee's respective contribution toward the purchase price of the Property.

C. ENFORCEMENT

1. General. The Grantees shall have the right and power to enforce the restrictions, covenants and conditions set forth herein, by any proceedings at law or in equity, against the Grantor or any person or persons violating or attempting to violate any restriction, covenants and/or condition set forth herein; to restrain violations; to require specific performance and/or to recover damages.

2. Procedure. If either one or both of the Grantees determines that Grantor is in violation of the restrictions, covenants and conditions set forth herein or that a violation is threatened, the Grantee shall give written notice to Grantor of such violation and demand corrective actions sufficient to cure the violation, and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the permitted uses of the restrictions, covenants and conditions set forth herein, to restore that portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, either one or both of the Grantees may bring an action at law or equity in a Court of competent jurisdiction to enforce the limitations, restrictions, covenants and conditions set forth herein, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction to recover any damages to which it may be entitled for violation of the restrictions, covenants and conditions set forth herein, or injury to any public interest protected by the restrictions, covenants and conditions set forth herein, and to require the restoration of the Property to the condition that existed prior to such injury.

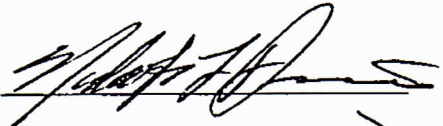
3. Relief. Grantor agrees that the Grantees' remedies at law for any violation of the restrictions, covenants and/or conditions set forth herein are inadequate, and that the Grantees shall be entitled to the injunctive relief described in the immediately preceding paragraph 2, above, both prohibitive and mandatory, in addition to such other relief to which the Grantees may be entitled, including specific performance of the restrictions, covenants and conditions set forth herein, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantees' remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

4. Cost(s) of enforcement. Any costs incurred by the Grantees in enforcing the restrictions, covenants and conditions set forth herein against Grantor, its successors and/or assigns including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the

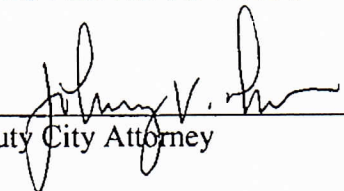
restrictions, covenants and conditions set forth herein shall be borne, joint and severally, by Grantor, its successors and/or assigns.

5. No Waiver. The failure by the Grantees to enforce any restriction, covenant or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter.

City of San José
a Municipal Corporation

By: 
Name: NORBERTO L. DUENAS
Title: Deputy City Manager
Date: 12/9/11

APPROVED AS TO FORM:


Deputy City Attorney

STATE OF CALIFORNIA

County of Santa Clara)
) §

On December 9, 2011, before me, Sandra Onita Cranford
a Notary Public, personally appeared Norberto L. Duenas

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.

Sandra Onita Cranford
Signature of Notary



(Affix seal here)

EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL ONE:

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AS CONVEYED TO THE WESTERN PACIFIC RAILROAD COMPANY FROM STANDARD REALTY AND DEVELOPMENT COMPANY, A CALIFORNIA CORPORATION, DESCRIBED AS PARCEL NO. 3 IN THE INDENTURE RECORDED JUNE 25, 1921, IN BOOK 533 OF DEEDS, PAGE 469, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOTS THIRTEEN(13) AND FOURTEEN(14) OF POTTER'S SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED IN BOOK "K" OF MAPS, PAGE 97, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, SAID PARCEL OF LAND BEING A PORTION OF THE LAND CONVEYED TO THE STANDARD REALTY AND DEVELOPMENT COMPANY BY W. DENOKER, RECORDED OCTOBER 30, 1917, IN BOOK 447 OF DEEDS, PAGE 520, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA.

THE SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 14, OF POTTERS' SUBDIVISION; THENCE ON THE SOUTHWESTERLY LINE OF SAID LOT 14, NORTH 27° 24' WEST 84.4 FEET TO A POINT 30 FEET NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE WESTERN PACIFIC RAILROAD COMPANY; THENCE PARALLEL TO THE SAID RAILROAD, SOUTH 67° 17' EAST 107.2 FEET TO POINT IN THE SOUTHEASTERLY LINE OF LOT 13 OF SAID POTTER'S SUBDIVISION; THENCE ON THE SOUTHEASTERLY LINE OF SAID LOTS 13 AND 14, SOUTH 60° 47' WEST, 68.77 FEET TO THE PLACE OF BEGINNING.

APN: UNION PACIFIC PARCEL NO. V-12/S6B. NO. 28

PARCEL TWO:

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AS CONVEYED TO THE WESTERN PACIFIC RAILROAD COMPANY FROM LUANNA LAPSLEY AND R.L. LAPSLEY, RECORDED OCTOBER 25, 1917, IN BOOK 464 OF DEEDS, PAGE 253 RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF COE AVENUE, S. 66° W. 135 FEET FROM THE INTERSECTION OF THE SOUTHERLY LINE OF COE AVENUE WITH THE WESTERLY LINE OF BROADWAY AVENUE, IN ACCORDANCE WITH THE MAP OF THE VARNEY SUBDIVISION AS RECORDED IN BOOK "H" OF MAPS, PAGE 117. RECORDS OF SANTA CLARA COUNTY, CALIFORNIA; THENCE S. 27° 24' E. 682.15 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF BROADWAY AVENUE, THENCE ALONG THE NORTHERLY LINE OF BROADWAY AVENUE, S. 60° 36' W. 16.15 FEET TO THE EASTERLY LINE OF BITTENCOURT TRACT, N. 38° 10' W. 705 FEET TO THE SOUTHERLY LINE OF COE AVENUE; THENCE N. 66° E. 151.50 FEET TO THE PLACE OF BEGINNING. BEING ALL OF LOT TWELVE (12) AND PART OF LOTS THIRTEEN(13), SEVENTEEN(17), EIGHTEEN(18), NINETEEN(19), TWENTY(20), TWENTY-ONE(21), TWENTY-TWO(22), TWENTY-THREE(23), TWENTY- FOUR(24), AND TWENTY-SEVEN(27) OF THE VARNEY SUBDIVISION AS RECORDED IN BOOK "H" OF MAPS, PAGE 117 AND BEING SITUATE IN THE SAN JUAN BAUTISTA OF NARVAEZ RANCHO.

EXHIBIT "A"

EXCEPTING THEREFROM THAT PORTION THEREOF DEEDED TO CHARLES F. KEESLING AND MINNIE KEESLING, RECORDED JULY 8, 1921, IN BOOK 533 OF DEEDS, PAGE 590, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DEEDED TO J.W. GREEN RECORDED NOVEMBER 8, 1922 IN BOOK 563 OF DEEDS, PAGE 454, RECORDS OF SAID COUNTY.

FURTHER EXCEPTING THEREFROM THAT PORTION THEREOF DEEDED TO CHARLES F. KEESLING AND MINNIE KEESLING, RECORDED AUGUST 20, 1923, IN BOOK 42, PAGE 209 OFFICIAL RECORDS OF SAID COUNTY.

APN: UNION PACIFIC PARCEL NO. V-12/S6B, NO. 29

PARCEL THREE:

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AS CONVEYED TO THE WESTERN PACIFIC RAILROAD COMPANY FROM STANDARD REALTY AND DEVELOPMENT COMPANY, A CALIFORNIA CORPORATION RECORDED JULY 19, 1922, IN BOOK 557 OF DEEDS, PAGE 326 RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PIECE OF PARCEL OF LAND CONTAINING 0.417 OF AN ACRE, MORE OR LESS, BEING ALL THAT PART OF LOT NUMBERED EIGHTEEN(18) AS SAID LOT IS DELINEATED AND SO DESIGNATED UPON A CERTAIN MAP ENTITLED "MAP OF THE WILLOWS HALF ACRES, BEING PART OF THE ORIGINAL COTTLE TRACT IN THE RANCHO SAN JUAN BAUTISTA OR NARVAEZ RANCHO, SANTA CLARA COUNTY, CALIFORNIA" WHICH MAP WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN BOOK M OF MAPS, AT PAGE 51, BEING ALSO PART OF THAT CERTAIN TRACT OF LAND CONVEYED BY OLANDER OLSON ET UX TO THE STANDARD REALTY AND DEVELOPMENT COMPANY RECORDED MARCH 30, 1922, IN BOOK 550 OF DEEDS, PAGE 348 IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY, STATE OF CALIFORNIA, LYING SOUTHERLY OF A LINE 30 FEET NORTHEASTERLY MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF THE WESTERN PACIFIC RAILROAD COMPANY'S BRANCH LINE OF RAILROAD FROM NILES TO SAN JOSE.

EXCEPTING THEREFROM THAT PORTION THEREOF DEEDED TO J.W. GREEN, RECORDED NOVEMBER 8, 1922, IN BOOK 563 OF DEEDS, PAGE 454 RECORDS OF SAID COUNTY.

APN: UNION PACIFIC PARCEL NO. V-12/S6B, NO. 30

PARCEL FOUR:

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AS CONVEYED TO THE WESTERN PACIFIC RAILROAD COMPANY FROM PHILLIP F. COX AND NAOMI M. COX RECORDED OCTOBER 10, 1917, IN BOOK 462 OF DEEDS PAGE 516 RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHERLY LINE OF BROADWAY, WHERE SAID LINE IS INTERSECTED BY THE EASTERLY LINE OF LOT NO. NINETEEN(19) OF THE WILLOWS HALF ACRES, AS SHOWN ON MAP OF SAME, RECORDED IN THE OFFICE OF THE COUNTY RECORDER

EXHIBIT "A"

OF SAID SANTA CLARA COUNTY, CALIFORNIA, IN BOOK "M" OF MAPS, PAGE 51, AND RUNNING THENCE NORTHWESTERLY ALONG THE LINE BETWEEN LOTS EIGHTEEN(18) AND NINETEEN(19) OF SAID HALF ACRES 208.65 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT NINETEEN(19), FIFTY(50) FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE FIRST COURSE HEREIN, TO THE SAID LINE OF BROADWAY; AND THENCE EASTERLY ALONG SAID LINE OF BROADWAY, FIFTY(50) FEET TO THE PLACE OF BEGINNING. BEING A PORTION OF LOT NINETEEN(19) OF THE WILLOWS HALF ACRES.

EXCEPTING THEREFROM THAT PORTION THEREOF DEEDED TO J.W. GREEN, RECORDED NOVEMBER 8, 1922, IN BOOK 563 OF DEEDS, PAGE 454 RECORDS OF SAID COUNTY.

APN: UNION PACIFIC PARCEL NO. V-12/S6B, NO. 31

PARCEL FIVE:

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AS CONVEYED TO THE WESTERN PACIFIC RAILROAD COMPANY FROM J.W. GREEN AND LETTIE GREEN, RECORDED NOVEMBER 6, 1922 IN BOOK 566 OF DEEDS, PAGE 247, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRIANGULAR PIECE OF PARCEL OF LAND BEING PART OF LOT NO. 19 AS SAID LOT IS DELINEATED AND SO DESIGNATED UPON A CERTAIN MAP ENTITLED "MAP OF WILLOWS HALF ACRES, BEING PART OF THE ORIGINAL COTTLE TRACT IN RANCHO SAN JUAN BAUTISTA OR NARVAIS RANCHO, SANTA CLARA COUNTY, CALIFORNIA", WHICH MAP WAS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN BOOK M OF MAPS, AT PAGE 51, AND BEING PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE ABOVE MENTIONED LOT 19 SAID BEGINNING POINT ALSO BEING THE NORTHWESTERLY CORNER OF THAT PARTICULAR PART OF SAID LOT 19 DEEDED BY P.F. COX ET UX TO THE WESTERN PACIFIC RAILROAD COMPANY, BY DEED DATED OCTOBER 10, 1917 AND RECORDED IN BOOK 462 PAGE 516 IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY, STATE OF CALIFORNIA; THENCE SOUTH 60° 25' WEST 4.8 FEET ALONG SAID NORTHERLY LINE OF LOT 19 TO A POINT 30.00 FEET DISTANT WESTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE WESTERN PACIFIC RAILROAD COMPANY'S BRANCH LINE OF RAILROAD FROM NILES TO SAN JOSE; THENCE SOUTH 65° 57' EAST PARALLEL TO AND 15 FEET FROM SAID CENTER LINE A DISTANCE 8.10 FEET TO A POINT IN THE WESTERLY LINE OF ABOVE MENTIONED PARCEL CONVEYED BY COX TO THE WESTERN PACIFIC RAILROAD COMPANY; THENCE ALONG SAID WESTERLY LINE NORTH 29° 37' EAST 6.54 FEET TO THE PLACE OF BEGINNING.

APN: UNION PACIFIC PARCEL NO. V-12/S6B, NO. 32

PARCEL SIX:

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AS CONVEYED TO THE WESTERN PACIFIC RAILROAD COMPANY FROM STANDARD REALTY AND DEVELOPMENT COMPANY, A CALIFORNIA CORPORATION, DESCRIBED AS PARCEL NO. 1 IN THE INDENTURE RECORDED JUNE 23, 1921 IN BOOK 535 OF DEEDS, PAGE 390, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT "A"

A STRIP OF LAND 60 FEET IN WIDTH, EXTENDING 30 FEET MEASURED AT RIGHT ANGLES FROM THE LOCATED CENTER LINE OF THE WESTERN PACIFIC RAILROAD FROM NILES OR NEAR NILES IN ALAMEDA COUNTY, TO SAN JOSE IN SANTA CLARA COUNTY, CALIFORNIA, AS THE SAME IS STAKED OUT AND LOCATED ACROSS THE LANDS CONVEYED TO THE STANDARD REALTY AND DEVELOPMENT COMPANY, BY TWO DEEDS, ONE FROM EDWARD CLEAVES, RECORDED OCTOBER 25, 1917 IN BOOK 463 OF DEEDS, PAGE 417 AND ONE FROM R.H. FRITECH ET UX, RECORDED APRIL 13, 1918, IN BOOK 472 OF DEEDS, PAGE 245, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, THE SOUTHEASTERLY SIDE OR END OF WHICH STRIP IS THE BOUNDARY LINE BETWEEN THE LANDS OF THE STANDARD REALTY AND DEVELOPMENT COMPANY (FORMERLY CLEAVES) AND LOTS 12 AND 19 OF WILLOWS HALF ACRES AND THE NORTHWESTERLY SIDE OR END OF WHICH STRIP IS THE BOUNDARY LINE BETWEEN THE SOUTHEASTERLY LINE OF COE AVENUE AND THE NORTHWESTERLY LINE OF THE PROPERTY OF THE STANDARD REALTY AND DEVELOPMENT COMPANY.

THE SAID LOCATED CENTER LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF THE TRACT OF LAND FORMERLY OWNED BY EDWARD CLEAVES, FROM WHICH THE MOST EASTERLY CORNER OF SAID TRACT BEARS NORTH 60° 25' EAST 79.75 FEET; SAID BEGINNING POINT BEING ON A TRANSITION CURVE (COMMONLY KNOWN AS "SEARLES SPIRAL") CHANGING AT THE RATE OF 0° 10' IN CENTRAL ANGLE FOR EACH CHORD LENGTH OF 21 FEET; THENCE FROM SAID BEGINNING POINT ON SAID TRANSITION CURVE NORTHEASTERLY A DISTANCE OF 119.95 FEET, THE CHORD OF WHICH TRANSITION CURVE FROM SAID BEGINNING POINT, BEARS NORTH 64° 24' WEST, 119.91 FEET TO A POINT OF A COMPOUND CURVATURE AND THE BEGINNING OF A 7° CURVE TO THE RIGHT; THENCE ON SAID 7° CURVE (RADIUS 819.02 FEET) TO THE RIGHT A DISTANCE OF 241.9 FEET, THE CHORD OF WHICH CURVE BEARS NORTH 52° 49' WEST 241.16 FEET; THENCE ON A TRANSITION CURVE TO THE RIGHT A DISTANCE OF 168 FEET, (CHANGING SAME AS ABOVE) THE CHORD OF WHICH BEARS NORTH 38° 28½ WEST 167.92 FEET THENCE NORTH 38° 21' WEST, 38.46 FEET TO SOUTHEASTERLY SIDE OF COE AVENUE; FROM WHICH AN IRON PIPE AT THE MOST NORTHERLY CORNER OF SAID LAND CONVEYED BY R.H. FRITECH, ET UX, TO THE STANDARD REALTY AND DEVELOPMENT COMPANY BEARS NORTH 69° 38' EAST 208.15 FEET.

APN: UNION PACIFIC PARCEL NO. V-12/S6B, NO. 33

PARCEL SEVEN:

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AS CONVEYED TO THE WESTERN PACIFIC RAILROAD COMPANY FROM STANDARD REALTY AND DEVELOPMENT COMPANY, A CALIFORNIA CORPORATION, DESCRIBED AS PARCEL NO. 5 IN THE INDENTURE RECORDED FEBRUARY 28, 1922 BOOK 551 OF DEEDS, PAGE 233, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND IRREGULAR SHAPE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THE TRACT OF LAND CONVEYED BY CHARLES F. KEESLING ET UX., BY DEED RECORDED NOVEMBER 5, 1917 IN BOOK 465 OF DEEDS, PAGE 76, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, TO THE STANDARD REALTY AND DEVELOPMENT COMPANY, SAID BEGINNING POINT BEING ON THE NORTHERLY LINE OF COE AVENUE; THENCE NORTH 20° 01' WEST, 60.88 FEET TO A POINT ON THE EASTERLY LINE OF SAID KEESLING TRACT, WHICH POINT IS 50 FEET DISTANT NORTHEASTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE WESTERN

EXHIBIT "A"

PACIFIC RAILROAD COMPANY'S BRANCH LINE OF THE RAILROAD FROM NILES IN ALAMEDA COUNTY, TO SAN JOSE, IN SANTA CLARA COUNTY, CALIFORNIA; THENCE NORTH 38° 21' WEST 472.94 FEET, PARALLEL TO SAID CENTER LINE TO A POINT ON THE WESTERLY BOUNDARY LINE OF THE LAND CONVEYED TO THE STANDARD REALTY AND DEVELOPMENT COMPANY BY JESSIE M. LORQUIN, ET UX BY DEED RECORDED NOVEMBER 3, 1917 IN BOOK 447 OF DEEDS, PAGE 540, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA; THENCE ALONG SAID WESTERLY BOUNDARY LINE SOUTH 7° 9' WEST, 2.69 FEET TO THE MOST WESTERLY CORNER OF SAID LORQUIN TRACT; THENCE SOUTH 20° 01' EAST 311.81 FEET CROSSING SAID CENTER LINE OF THE WESTERN PACIFIC RAILROAD COMPANY, TO A POINT WHICH IS 50 FEET DISTANT, SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE; THENCE SOUTH 38° 21' EAST 206.09 FEET, PARALLEL TO SAID CENTER LINE TO A POINT ON THE SOUTHERLY LINE OF SAID LORQUIN TRACT ON THE NORTHERLY LINE OF COE AVENUE; THENCE NORTH 69° 59' EAST 85.17 FEET ALONG SAID NORTHERLY LINE OF COE AVENUE TO THE PLACE OF BEGINNING, BEING PARTS OF THOSE PARTICULAR TRACTS OF LAND CONVEYED TO THE STANDARD REALTY AND DEVELOPMENT COMPANY BY JESSIE M. LORQUIN, ET UX BY DEED RECORDED NOVEMBER 3, 1917, IN BOOK 447 OF DEEDS, PAGE 540, AND BY CHARLES F. KEESLING, ET UX, BY DEED RECORDED NOVEMBER 5, 1917 IN BOOK 465 OF DEEDS, PAGE 76, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA.

APN: UNION PACIFIC PARCEL NO. V-12/S6B, NO. 35

PARCEL EIGHT:

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AS CONVEYED TO THE WESTERN PACIFIC RAILROAD COMPANY FROM RITA BAUMAN AND JOHN J. BAUMAN, RECORDED JUNE 26, 1923 BOOK 32, PAGE 274 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 100 FEET IN WIDTH, EXTENDING 50 FEET MEASURED AT RIGHT ANGLES ON EACH SIDE FROM THE LOCATED CENTER LINE OF THE WESTERN PACIFIC RAILROAD COMPANY'S BRANCH LINE OF RAILROAD FROM NILES OR NEAR NILES, ALAMEDA COUNTY TO SAN JOSE IN SANTA CLARA COUNTY, CALIFORNIA, AS THE SAME IS STAKED OUT AND LOCATED ACROSS THE LAND CONVEYED TO RITA BAUMAN ET AL, BY DEED RECORDED IN BOOK 51 OF TRUST DEEDS, PAGE 395 RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, THE EASTERLY SIDE OR END OF WHICH STRIP IS THE BOUNDARY LINE BETWEEN THE LANDS OF RITA BAUMAN ET AL, AND THE LANDS FORMERLY OWNED BY JESSIE M. LORQUIN, NOW OR FORMERLY OWNED BY THE STANDARD REALTY AND DEVELOPMENT COMPANY AND THE WESTERLY SIDE OR END OF WHICH STRIP IS THE BOUNDARY LINE BETWEEN THE LANDS OF RITA BAUMAN ET AL AND THE LANDS FORMERLY OWNED BY W.S. AND E.S. WILSON, NOW OR FORMERLY OWNED BY THE STANDARD REALTY AND DEVELOPMENT COMPANY.

SAID LOCATED CENTER LINE OF THE WESTERN PACIFIC RAILROAD COMPANY'S BRANCH LINE OF RAILROAD HEREINABOVE REFERRED TO IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY BOUNDARY LINE OF THE LAND OF RITA BAUMAN ET AL, SAID POINT BEING NORTH 20° 01' WEST 354.59 FEET ALONG SAID BOUNDARY LINE FROM THE MOST EASTERLY CORNER OF SAID LAND; THENCE FROM SAID BEGINNING POINT NORTH 38° 21' WEST 235.1 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE LAND OF RITA BAUMAN ET AL.

APN: UNION PACIFIC PARCEL NO. V-12/S6B, NO. 36

EXHIBIT "A"

PARCEL NINE:

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AS CONVEYED TO THE WESTERN PACIFIC RAILROAD COMPANY FROM STANDARD REALTY AND DEVELOPMENT COMPANY, DESCRIBED AS PARCEL NO. 11 IN THE INDENTURE RECORDED FEBRUARY 28, 1922 BOOK 551 OF DEEDS, PAGE 233, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND OF IRREGULAR WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 11 ON THE SOUTHERLY LINE OF SUNOL STREET; THENCE SOUTH $31^{\circ} 50'$ EAST 431.74 FEET, MORE OR LESS TO THE MOST SOUTHERLY CORNER OF SAID LOT IN THE MAIN CHANNEL OF LOS GATOS CREEK; THENCE DOWN SAID CHANNEL NORTH $5^{\circ} 50'$ EAST 157.55 FEET, CROSSING THE CENTER LINE OF THE WESTERN PACIFIC RAILROAD COMPANY'S BRANCH LINE OF RAILROAD FROM NILES TO SAN JOSE TO A POINT 50 FEET DISTANT NORTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE; THENCE NORTH $38^{\circ} 21'$ WEST 308.87 FEET PARALLEL TO SAID CENTER LINE, TO THE SOUTHERLY LINE OF SUNOL STREET; THENCE SOUTH $58^{\circ} 17'$ WEST 61.22 FEET, TO THE PLACE OF BEGINNING; BEING A PART OF LOT 11 OF THE SPLIVALO TRACT AS SHOWN IN BOOK "C" OF MAPS, PAGE 73, RECORDS OF SANTA CLARA COUNTY.

APN: UNION PACIFIC PARCEL NO. V-12/S6B, NO. 37

PARCEL TEN:

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AS CONVEYED TO THE WESTERN PACIFIC RAILROAD COMPANY FROM THE CITY OF SAN JOSE, A MUNICIPAL CORPORATION, RECORDED OCTOBER 22, 1937 IN BOOK 849, PAGE 200, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SUNOL STREET WHERE THE SAME IS INTERSECTED BY THE LINE DIVIDING LOTS 11 AND 12 AS SAID LOTS ARE SHOWN ON THE MAP HEREINAFTER REFERRED TO; RUNNING THENCE ALONG SAID LINE OF SUNOL STREET S. $58^{\circ} 17'$ W. TWELVE AND 50/100 (12.50) FEET TO A POINT; THENCE LEAVING SAID LINE AND RUNNING S. $38^{\circ} 21'$ E. ONE HUNDRED TEN AND 04/100 (110.04) FEET TO A POINT IN SAID DIVIDING LINE THAT IS DISTANT ALONG SAID LINE S. $31^{\circ} 50'$ E. ONE HUNDRED NINE AND 30/100 (109.30) FEET FROM THE SOUTHERLY LINE OF SUNOL STREET; RUNNING THENCE ALONG THE LINE DIVIDING SAID LOTS 11 AND 12, N. $31^{\circ} 50'$ W. ONE HUNDRED NINE AND 30/100 (109.30) FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF LOT 12, AS DELINEATED AND SO DESIGNATED UPON MAP ENTITLED, "MAP OF THE SUBDIVISION OF THE SPLIVALO TRACT", AND WHICH SAID MAP WAS RECORDED ON MARCH 16, 1888, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN VOL. "C" OF MAPS, PAGE 73.

UNION PACIFIC PARCEL NO.: V-12/S6B, NO. 37A

PARCEL ELEVEN:

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AS CONVEYED TO THE WESTERN PACIFIC RAILROAD COMPANY, A

EXHIBIT "A"

CORPORATION, FROM STANDARD REALTY AND DEVELOPMENT COMPANY, A CALIFORNIA CORPORATION, DESCRIBED AS PARCEL NO. 8 IN THE INDENTURE RECORDED JUNE 23, 1921, IN BOOK 536 OF DEEDS, PAGE 345, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 60 FEET IN WIDTH, EXTENDING 30 FEET, MEASURED AT RIGHT ANGLES, ON EACH SIDE FROM THE CENTER LINE OF THE WESTERN PACIFIC RAILROAD COMPANY'S BRANCH LINE OF RAILROAD FROM NILES, OR NEAR NILES IN ALAMEDA COUNTY, TO SAN JOSE, SANTA CLARA COUNTY, CALIFORNIA, AS THE SAME IS STAKED OUT AND LOCATED ACROSS THE LAND CONVEYED TO THE STANDARD REALTY AND DEVELOPMENT COMPANY, BY FIVE (5) DEEDS, ONE FROM E. A. TATE, AND RECORDED OCTOBER 27, 1917, IN BOOK 465 OF DEEDS, PAGE 3; ONE FROM S. A. NEWBY ESTATE, RECORDED NOVEMBER 19, 1917, IN BOOK 463 OF DEEDS, PAGE 562; ONE FROM PHILIPPINE GRIBNER, RECORDED NOVEMBER 12, 1917, IN BOOK 464 OF DEEDS, PAGE 418; ONE FROM W. D. AND G. B. HENSON, AND RECORDED NOVEMBER 6, 1917, IN BOOK 464 OF DEEDS, PAGE 371; AND ONE FROM E. FULLER, RECORDED APRIL 12, 1918, IN BOOK 469 OF DEEDS, PAGE 467, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA; THE EASTERLY SIDE OR END OF WHICH STRIP IS THE NORTHWESTERLY BOUNDARY LINE OF WILLOW STREET AND THE WESTERLY END OR SIDE OF WHICH STRIP IS THE SOUTHEASTERLY BOUNDARY LINE OF BROADWAY AVENUE AND THE SOUTHWESTERLY BOUNDARY LINE OF THE ABOVE TRACT OF LAND CONVEYED BY E. FULLER TO THE STANDARD REALTY AND DEVELOPMENT COMPANY.

THE SAID CENTER LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY BOUNDARY LINE OF WILLOW STREET, FROM WHENCE AN IRON PIPE MONUMENT AT THE INTERSECTION OF THE WESTERLY LINE OF WILLOW STREET WITH THE CENTER OF BIRD AVENUE BEARS NORTH 53° 47' EAST 138.75 FEET; THENCE FROM SAID POINT OF BEGINNING, NORTH 67° 17' WEST ALONG SAID CENTER A DISTANCE OF 1059.92 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF BROADWAY AVENUE, FROM WHICH THE MOST SOUTHERLY CORNER OF LOT ELEVEN (11) OF THE VARNEY SUBDIVISION BEARS NORTH 60° 47' EAST 115.96 FEET.

EXCEPTING THEREFROM THAT PORTION THEREOF CONDEMNED AS PARCEL NO. 17 IN THE FINAL JUDGMENT FILED DECEMBER 28, 1931, IN THE MATTER OF THE CITY OF WILLOW GLEN, A MUNICIPAL CORPORATION, PLAINTIFF, VS. THE WESTERN PACIFIC RAILROAD, A CORPORATION, ET AL., DEFENDANTS, CIVIL CASE NO. 40821 IN THE SUPERIOR COURT OF SANTA CLARA COUNTY, A CERTIFIED COPY OF WHICH RECORDED DECEMBER 28, 1931, IN BOOK 595, PAGE 325, OFFICIAL RECORDS OF SAID COUNTY.

(UNION PACIFIC PARCEL NO. V12-S6B-26)

PARCEL TWELVE:

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AS CONVEYED TO THE WESTERN PACIFIC RAILROAD COMPANY FROM STANDARD REALTY AND DEVELOPMENT COMPANY, A CALIFORNIA CORPORATION, RECORDED MARCH 16, 1922, IN BOOK 548 OF DEEDS, PAGE 422, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF BROADWAY AVENUE SAID POINT BEING ALSO ON THE NORTHERLY LINE OF LOT 28, AND BEING 30 FEET DISTANT MEASURED SOUTHWESTERLY AT RIGHT ANGLES FROM THE CENTER LINE OF THE WESTERN PACIFIC RAILROAD COMPANY'S BRANCH LINE OF RAILROAD; THENCE NORTH 60° 18' EAST, 24.09 FEET TO THE NORTHEAST CORNER OF THE ABOVE MENTIONED TRACT OF LAND AS CONVEYED TO

EXHIBIT "A"

THE STANDARD REALTY AND DEVELOPMENT COMPANY BY AUGUSTA A. MELCHER AND C. L. MELCHER, AND HILBERN M. COPE AND IONE I. COPE, BOOK 447 OF DEEDS, PAGE 528, RECORDED OCTOBER 31, 1917; THENCE SOUTH 27° 43' EAST 29.97 FEET ALONG THE EASTERLY LINE OF SAID TRACT OF LAND TO A POINT 30 FEET DISTANT MEASURED SOUTHWESTERLY AT RIGHT ANGLES FROM THE CENTER LINE OF SAID RAILROAD; THENCE PARALLEL TO AND 30 FEET DISTANT FROM SAID CENTER LINE OF SAID RAILROAD NORTH 67° 17' WEST 37.80 FEET TO THE SOUTHERLY LINE OF BROADWAY AVENUE AND POINT OF BEGINNING.

BEING A PORTION OF THAT PARTICULAR TRACT OF LAND CONVEYED TO THE STANDARD REALTY AND DEVELOPMENT COMPANY BY AUGUST A. MELCHER AND C. L. MELCHER AND HILBERN M. COPE AND IONE I. COPE, BY DEED RECORDED OCTOBER 31, 1917, IN BOOK 447 OF DEEDS, PAGE 528, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, BEING A PART OF LOT 28, VARNEY'S SUBDIVISION, AS SHOWN IN BOOK "H" OF MAPS, PAGES 116 AND 117, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA.

(UNION PACIFIC PARCEL NO. V12-S6B-27)

PARCEL THIRTEEN:

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA; AS CONVEYED TO THE WESTERN PACIFIC RAILROAD COMPANY FROM STANDARD REALTY AND DEVELOPMENT COMPANY, A CALIFORNIA CORPORATION, DESCRIBED AS PARCEL NO. 11 IN THE INDENTURE RECORDED JUNE 23, 1921, IN BOOK 536 OF DEEDS, PAGE 345, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 60 FEET IN WIDTH EXTENDING 30 FEET, MEASURED AT RIGHT ANGLES ON EACH SIDE FROM THE CENTER LINE OF THE WESTERN PACIFIC RAILROAD COMPANY'S BRANCH LINE OF RAILROAD FROM NILES OR NEAR NILES, IN ALAMEDA COUNTY, TO SAN JOSE IN SANTA CLARA COUNTY, CALIFORNIA, AS THE SAME IS STAKED OUT AND LOCATED ACROSS THE LAND CONVEYED BY KATHLEEN WILLIAMSON TO THE STANDARD REALTY AND DEVELOPMENT COMPANY, BY TWO DEEDS, RECORDED APRIL 12, 1918, ONE IN BOOK 472 OF DEEDS, PAGE 246, AND ONE IN BOOK 473 OF DEEDS, PAGE 24, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, THE SOUTHEASTERLY SIDE OR END OF WHICH STRIP IS THE BOUNDARY LINE BETWEEN THE PROPERTY NOW OWNED BY THE WESTERN PACIFIC RAILROAD COMPANY AND THE SAID PROPERTY CONVEYED BY KATHLEEN WILLIAMSON TO THE STANDARD REALTY AND DEVELOPMENT COMPANY, AND THE WESTERLY SIDE OR END OF WHICH STRIP IS THE NORTHEASTERLY BOUNDARY LINE OF BIRD AVENUE;

THE SAID CENTER LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY BOUNDARY LINE OF THE SAID TRACT OF LAND CONVEYED BY KATHLEEN WILLIAMSON TO THE STANDARD REALTY AND DEVELOPMENT COMPANY FROM WHICH THE MOST SOUTHERLY CORNER OF SAID TRACT BEARS SOUTH 53° 45' WEST 53.5 FEET, THENCE FROM SAID BEGINNING POINT ALONG SAID CENTER LINE NORTH 67° 17' WEST 100.3 FEET TO A POINT IN THE NORTHEASTERLY BOUNDARY LINE OF BIRD AVENUE FROM WHICH THE MOST SOUTHERLY CORNER OF SAID TRACT BEARS SOUTH 34° 44' EAST 85.7 FEET.

(UNION PACIFIC PARCEL NO: V12-S76B-17)

EXHIBIT "A"

PARCEL FOURTEEN:

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AS CONVEYED TO THE WESTERN PACIFIC RAILROAD COMPANY FROM E. M. FULLER RECORDED APRIL 12, 1918, IN BOOK 471 OF DEEDS, PAGE 334, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Parcel A:

BEGINNING AT A POINT IN THE CENTER LINE OF MYRTLE AVENUE, DISTANT S. 35° 36' E. 442.85 FEET FROM THE POINT OF INTERSECTION OF SAID CENTER LINE OF MYRTLE AVENUE WITH THE CENTER LINE OF WILLOW STREET, AND RUNNING THENCE PARALLEL TO SAID CENTER LINE OF WILLOW STREET N. 53° 4' E. 429.10 FEET, MORE OR LESS, TO THE WESTERLY LINE OF WHAT IS KNOWN AS THE ROSEBUD TRACT, FORMERLY LAND OF KNEEDLER; THENCE ALONG THE SAID WESTERLY LINE OF THE ROSEBUD TRACT S. 35° 36' E. 120 FEET; THENCE PARALLEL WITH WILLOW STREET S. 53° 4' W. 429.10 FEET, MORE OR LESS, TO THE CENTER LINE OF MYRTLE AVENUE; AND THENCE N. 35° 36' W. 120 FEET TO THE PLACE OF BEGINNING. BEING A PORTION OF THE NARVAEZ RANCH.

Parcel B:

BEGINNING AT A POINT IN THE CENTER LINE OF SOUTH BIRD AVENUE (FORMERLY MYRTLE AVENUE), DISTANT SOUTH 35° 36' EAST 562.85 FEET FROM THE INTERSECTION OF SAID LINE OF BIRD AVENUE WITH THE CENTER LINE OF WILLOW STREET, SAID POINT BEING ALSO THE SOUTHERLY CORNER OF LAND HERETOFORE SOLD TO MOSHER; THENCE RUNNING NORTH 54 1/2° EAST 429.10 FEET TO THE SOUTH WESTERLY LINE OF THE ROSEBUD TRACT; THENCE SOUTH 35 1/4° EAST 55 FEET, MORE OR LESS, TO LAND OF A. RANSOM; THENCE SOUTH WESTERLY ALONG SAID LAND OF RANSOM, 429.10 FEET TO THE CENTER LINE OF BIRD AVENUE; AND THENCE ALONG SAID LINE OF BIRD AVENUE 55 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. BEING A PORTION OF THE NARVAEZ RANCHO.

EXCEPTING THEREFROM THAT PORTION THEREOF DEEDED TO STANDARD REALTY AND DEVELOPMENT COMPANY, A CALIFORNIA CORPORATION, RECORDED AUGUST 3, 1922, IN BOOK 554 OF DEEDS, PAGE 342, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DEEDED TO JAMES L. WYMAN RECORDED JANUARY 7, 1924, IN BOOK 60, PAGE 584, OFFICIAL RECORDS OF SAID COUNTY.

(UNION PACIFIC RAILROAD PARCEL NO. V12-S6B-16)

PARCEL FIFTEEN:

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AS CONVEYED TO THE WESTERN PACIFIC RAILROAD COMPANY FROM JOSEPH RANSOM, GUARDIAN OF THE PERSON AND ESTATE OF MARCELLA W. RANSOM, RECORDED JANUARY 8, 1918, IN BOOK 466 OF DEEDS, PAGE 193, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE 1 INCH IN DIAMETER AND 15 INCHES LONG SET FLUSH IN THE CENTER LINE OF MYRTLE AVENUE AT THE WESTERNMOST CORNER OF THAT CERTAIN G.W. EARL, 1.25 ACRE TRACT IN THE J.W. BRIGGS SUBDIVISION IN THE RANCHO SAN JUAN BAUTISTA, SAID CORNER BEING DISTANT S. 35° 36' E. 716.75 FEET FROM THE IRON PIPE AT

EXHIBIT "A"

THE POINT OF INTERSECTION OF SAID CENTER LINE OF SAID MYRTLE AVENUE, WITH THE SOUTHERN LINE OF WILLOW STREET AND N. 35° 36' W. 14.2.94 FEET FROM THE IRON PIPE AT THE SOUTHERN TERMINUS OF SAID CENTER LINE OF SAID MYRTLE AVENUE AS NOW OPENED AND FROM WHICH PIPE A 2" X 3" WHITE WITNESS STAKE IN NORTHEASTERN LINE OF SAID MYRTLE AVENUE AND MARKED W.P.R.1 BEARS N. 53° 4' E. 25 FEET, AND RUNNING THENCE ALONG THE FENCE DEFINING THE NORTHWESTERN LINE OF SAID G.W. EARL'S 1.25 ACRE TRACT N. 53° 4' E. 429.10 FEET TO STAKE MARKED R2 SET AT THE NORTHERNMOST CORNER OF SAID G.W. EARL'S 1.25 ACRE TRACT IN THE NORTHEASTERN LINE OF SAID J.W. BRIGGS'S SUBDIVISION, AND THENCE ALONG SAID LAST NAMED LINE N. 35° 36' W. 125 FEET TO A STAKE MARKED R3; THENCE LEAVING SAID LAST NAMED NORTHEASTERN LINE AND RUNNING PARALLEL TO THE FIRST COURSE S. 53° 4' W., 429.10 FEET TO A 1-INCH PIPE, 15 INCHES LONG, DRIVEN FLUSH IN THE AFORESAID CENTER LINE OF SAID MYRTLE AVENUE FOR THE WESTERNMOST CORNER OF THE LAND HEREBY CONVEYED AND FROM WHICH PIPE A 2" X 3" WHITE WITNESS STAKE IN NORTHEASTERN LINE OF SAID MYRTLE AVENUE AND MARKED W.P.R.4 BEARS N. 53° 4' E. 25 FEET, AND RUNNING THENCE ALONG SAID CENTER LINE OF SAID MYRTLE AVENUE, S. 35° 36' E. 125 FEET TO THE POINT OF BEGINNING. BEING A PART OF THE J.W. BRIGGS SUBDIVISION (NOT RECORDED) IN THE RANCHO SAN JUAN BAUTISTA. COURSES TRUE, VAR. 17 1/4° E. SURVEYED APRIL 21, 1905, BY FRANK A. HERRMANN OF HERRMANN BROS. SURVEYORS AND C.E., SAN JOSE, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION THEREOF DEEDED TO STANDARD REALTY AND DEVELOPMENT COMPANY, A CALIFORNIA CORPORATION, RECORDED AUGUST 3, 1922, IN BOOK 554 OF DEEDS, PAGE 342, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DEEDED TO JAMES L. WYMAN RECORDED JANUARY 7, 1924, IN BOOK 60 PAGE 584, OFFICIAL RECORDS OF SAID COUNTY.

(UNION PACIFIC PARCEL NO. V12-S6B-15)

PARCEL SIXTEEN:

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AS CONVEYED TO THE WESTERN PACIFIC RAILROAD COMPANY FROM STANDARD REALTY AND DEVELOPMENT COMPANY, A CALIFORNIA CORPORATION, DESCRIBED AS PARCEL NO. 1 IN THE INDENTURE RECORDED JUNE 25, 1921, IN BOOK 533 OF DEEDS, PAGE 469, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 60 FEET IN WIDTH, EXTENDING 30 FEET ON EACH SIDE MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE WESTERN PACIFIC RAILROAD COMPANY'S BRANCH LINE OF RAILROAD FROM NILES, OR NEAR NILES, ALAMEDA COUNTY, TO SAN JOSE, IN SANTA CLARA COUNTY, CALIFORNIA, AS THE SAME IS STAKED OUT AND LOCATED ACROSS THE LANDS CONVEYED TO THE STANDARD REALTY AND DEVELOPMENT COMPANY, BY TWO DEEDS, ONE FROM V.A. HANCOCK, RECORDED NOVEMBER 27, 1917, IN BOOK 466 OF DEEDS, PAGE 5, AND ANOTHER DEED FROM C.C. AND J.J. LIMERICK, RECORDED NOVEMBER 8, 1917, IN BOOK 464 OF DEEDS, PAGE 401, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, THE WESTERLY SIDE OR END OF WHICH STRIP IS THE WESTERLY BOUNDARY LINE OF THE SAID LAND FORMERLY OWNED BY C.C. AND J.J. LIMERICK, AND THE EASTERLY SIDE OR END OF WHICH STRIP IS THE SOUTHERLY BOUNDARY LINE BETWEEN THE SAID TRACT OF LAND FORMERLY OWNED BY HANCOCK AND THAT TRACT OF LAND CONVEYED TO THE WESTERN PACIFIC RAILROAD COMPANY BY J.S. WHITEHURST BY DEED RECORDED JANUARY 24, 1918, IN BOOK 469 OF DEEDS, PAGE 129, RECORDS OF SANTA CLARA COUNTY. SAID CENTER LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT "A"

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY LINE OF THE SAID TRACT OF LAND FORMERLY OWNED BY C.C. AND J.J. LIMERICK, FROM WHICH THE MOST NORTHERLY CORNER OF SAID TRACT BEARS NORTH 53° 43' EAST 164.1 FEET; THENCE FROM SAID BEGINNING POINT SOUTH 67° 17' EAST, ALONG SAID CENTER LINE, A DISTANCE OF 704.03 FEET TO THE BOUNDARY LINE BETWEEN THE SAID PROPERTIES FORMERLY OWNED BY HANCOCK AND WHITEHURST FROM WHICH THE MOST WESTERLY CORNER OF SAID WHITEHURST PROPERTY BEARS SOUTH 65° 14' WEST 44.44 FEET.

(UNION PACIFIC PARCEL NO. V12-S6A-13 AND V12-S6B-14)

PARCEL SEVENTEEN:

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS PARCEL B IN THAT CERTAIN LOT LINE ADJUSTMENT PERMIT FILE NO. AT06-063, WHICH WAS RECORDED NOVEMBER 30, 2007, AS SERIES NO. 19668732, OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AS CONVEYED TO THE WESTERN PACIFIC RAILROAD COMPANY FROM JOEL S. WHITEHURST, RECORDED JANUARY 24, 1918, IN BOOK 469 OF DEEDS, PAGE 129, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THAT TRACT OF LAND CONVEYED BY W.L. NORTHERN TO JOEL S. WHITEHURST BY DEED DATED AUGUST 15, 1878, AND RECORDED IN LIBER 49 OF DEEDS, PAGE 486, RECORDS OF SANTA CLARA COUNTY, STATE OF CALIFORNIA; THENCE ALONG THE NORTHERLY LINE OF THE PRESENT JOEL S. WHITEHURST PROPERTY N. 65° 14' E. A DISTANCE OF 84.84 FEET TO A POINT 30 FEET FROM, MEASURED AT RIGHT ANGLES TO THE LOCATED CENTER LINE OF THE WESTERN PACIFIC RAILROAD COMPANY; THENCE 30 FEET FROM AND PARALLEL TO THE SAID CENTER LINE S. 67° 17' E. A DISTANCE OF 808.83 FEET TO THE CENTER OF THE GUADALUPE CREEK ON THE NORTHWESTERLY LINE OF LOT FIVE (5) AS SHOWN ON A MAP OF THE HERVEY HOMESTEAD LOTS IN THE PUEBLO TRACT NO. 1, AND RECORDED IN BOOK "L" OF MAPS, PAGE 47, RECORDS OF SANTA CLARA COUNTY, STATE OF CALIFORNIA; THENCE ALONG THE SAID NORTHWESTERLY LINE OF SAID LOT 5, S. 2° 17' W. A DISTANCE OF 31.40 FEET; THENCE ALONG THE SOUTHERLY LINE OF THE SAID JOEL S. WHITEHURST PROPERTY N. 89° 46' W. A DISTANCE OF 418.21 FEET; THENCE S. 54° 19' W. A DISTANCE OF 128.04 FEET; THENCE ALONG THE LINE BETWEEN PROPERTIES OF JOEL S. WHITEHURST AND V.A. HANCOCK, N. 38° 16' W. A DISTANCE OF 485.10 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF DEEDED TO STANDARD REALTY AND DEVELOPMENT COMPANY, A CALIFORNIA CORPORATION, RECORDED JUNE 23, 1922, IN BOOK 559 OF DEEDS, PAGE 9, RECORDS OF SAID COUNTY;

ALSO EXCEPTING THEREFROM THE FOLLOWING AREA AS DESCRIBED IN THE LOT LINE ADJUSTMENT PERMIT RECORDED ON NOVEMBER 30, 2007 AS DOCUMENT NO. 19668732, RECORDS OF SANTA CLARA COUNTY.

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN THE INDENTURE

EXHIBIT "A"

BETWEEN JOEL S. WHITEHURST AND THE WESTERN PACIFIC RAILROAD COMPANY, RECORDED JANUARY 24, 1918, IN BOOK 469 OF DEEDS, PAGE 129, SANTA CLARA COUNTY RECORDS;

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL OF LAND, NORTH 67° 17' 21" WEST, 167.76 FEET, TO THE SOUTHEASTERLY LINE OF THE 80 FOOT WIDE STREET EASEMENT DESCRIBED IN THE DEED RECORDED NOVEMBER 28, 1939 IN BOOK 956 OF DEEDS, PAGE 353, SANTA CLARA COUNTY RECORDS;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,211.71 FEET, WHOSE CENTER BEARS SOUTH 25° 48' 06" EAST, THROUGH A CENTRAL ANGLE OF 03° 41' 06" FOR AN ARC LENGTH OF 77.93 FEET, TO THE NORTHEASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 559 OF DEEDS, PAGE 9, SANTA CLARA COUNTY RECORDS;

THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 67° 17' 21" EAST, 145.19 FEET, TO THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN SAID INDENTURE RECORDED JANUARY 24, 1918;

THENCE ALONG SAID SOUTHERLY LINE AND THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN SAID INDENTURE RECORDED JANUARY 24, 1918, THE FOLLOWING TWO COURSES;

1. THENCE NORTH 89° 48' 20" EAST, 88.76 FEET;
2. THENCE NORTH 02° 16' 39" EAST, 27.16 FEET, TO THE POINT OF BEGINNING.

(UNION PACIFIC PARCEL NO. V12-S6A-12) (PORTION)

APN: 264-54-067 (Parcels One through Six), 264-11-100 and 264-11-101 (Parcels Seven through Ten), 264-56-108 (Parcels Eleven and Twelve), 434-01-059 (Parcels Thirteen through Sixteen) and 434-16-059 (Parcel Seventeen)

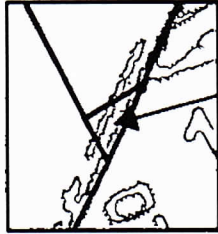


First American
Title Company

Reference No.: 494169
County: Santa Clara

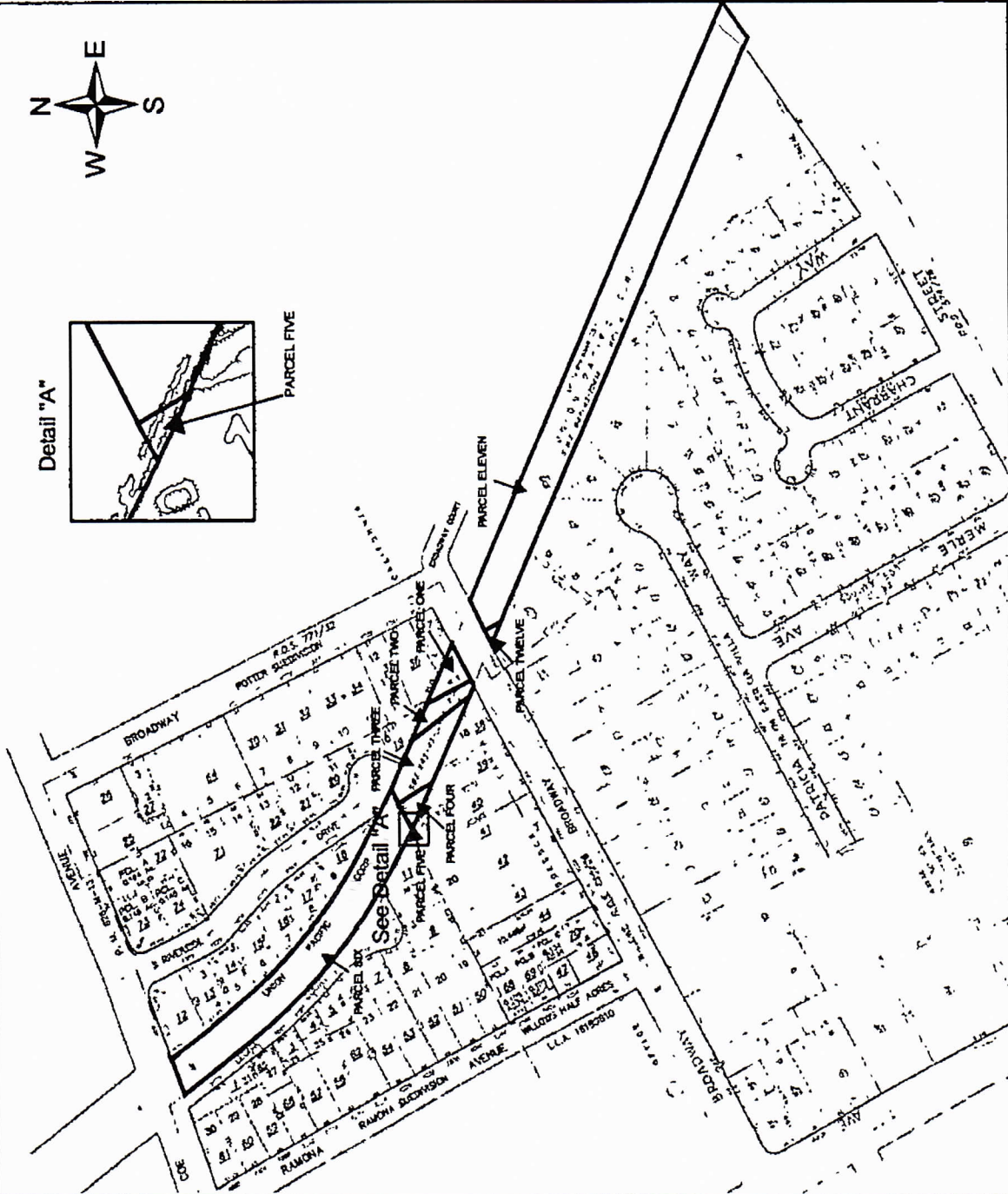


Detail "A"



PARCEL FIVE

See Detail "A"



Location Map

Legend

- PARCEL ONE
- PARCEL TWO
- PARCEL THREE
- PARCEL FOUR
- PARCEL FIVE
- PARCEL SIX
- PARCEL ELEVEN
- PARCEL TWELVE
- PUBLIC STREET EASEMENT

This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American Title expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

Tax ID: 264-54-067, 264-11-100, 101, 264-56-108, 434-01-059 & 434-16-059

Short Legal: A Portion of County of Santa Clara

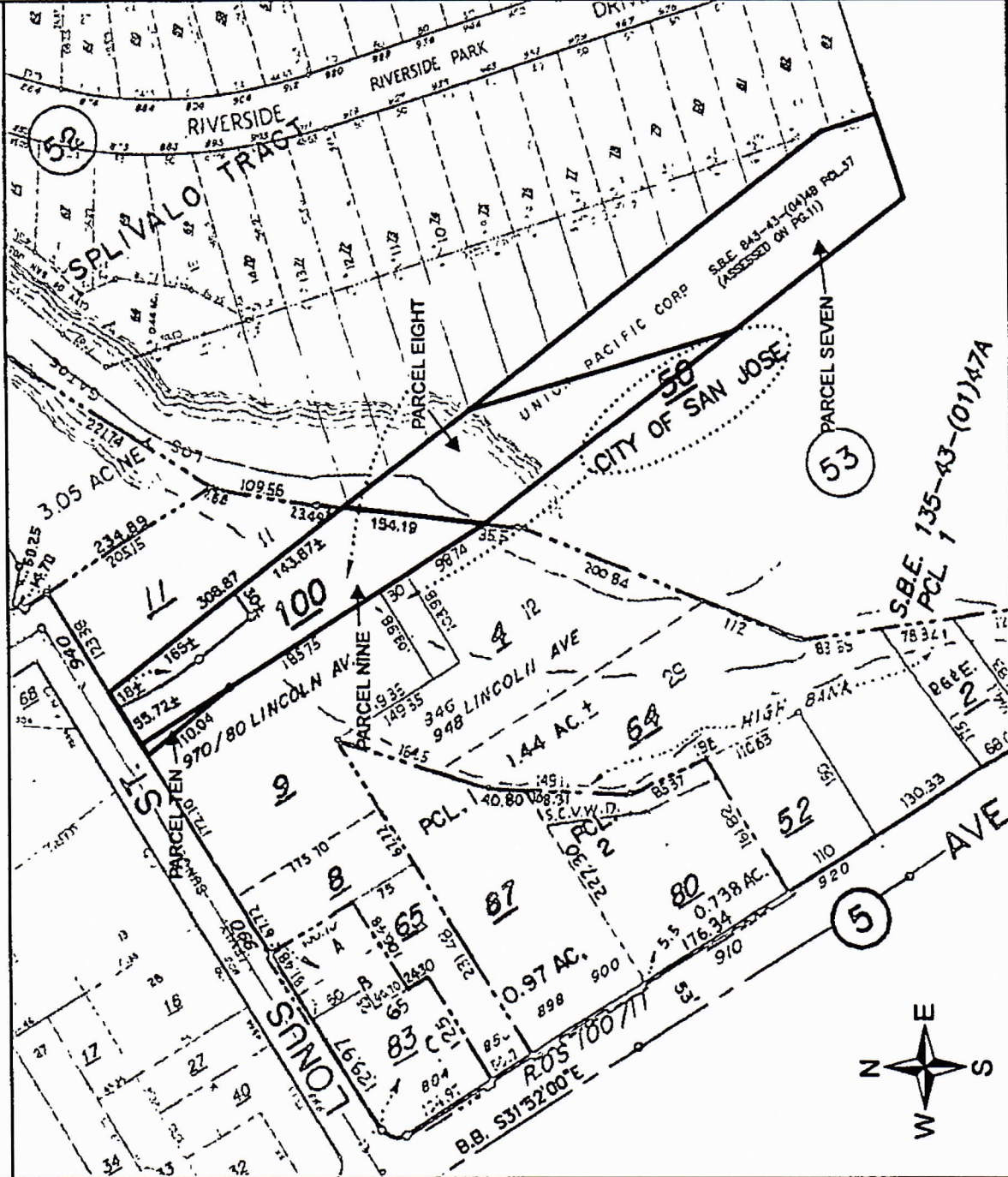
Map Not
To Scale



First American
Title Company

Reference No.: 494169
County: Santa Clara

Location Map



This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American Title expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

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Short Legal: A Portion of County of Santa Clara

Map Not
To Scale










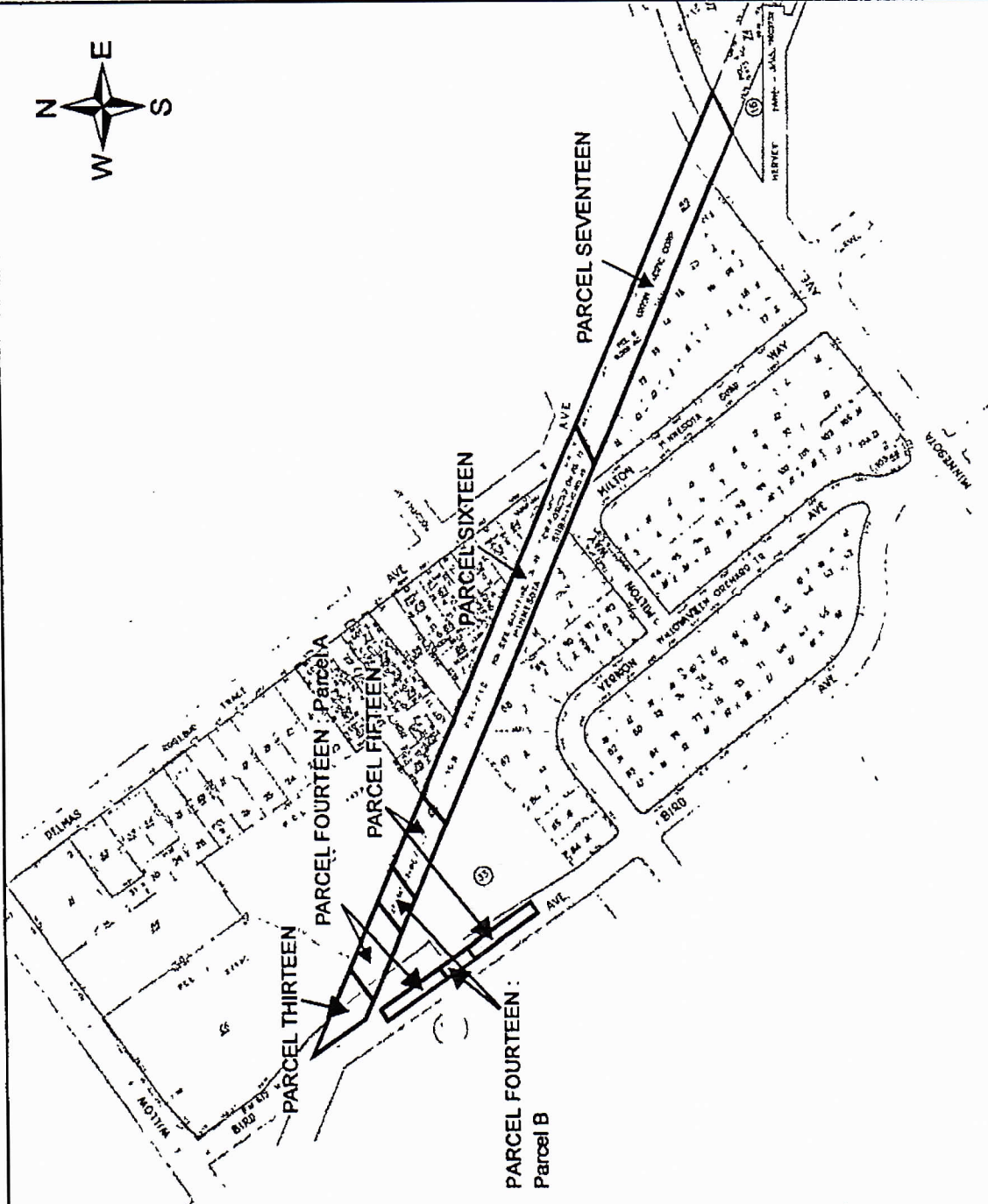
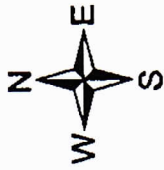
First American
Title Company

Reference No.: 494169
County: Santa Clara

Location Map

Legend

-  PARCEL THIRTEEN
-  PARCEL FOURTEEN : Parcel A
-  PARCEL FOURTEEN : Parcel B
-  PARCEL FIFTEEN
-  PARCEL SIXTEEN
-  PARCEL SEVENTEEN
-  PUBLIC STREET EASEMENT



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Map Not
To Scale

Tax ID: 264-54-067, 264-11-100, 101, 264-56-108, 434-01-059 & 434-16-059

Short Legal: A Portion of County of Santa Clara

Park: CSJ-Conservation
Easement
Project: Three Creeks
Trail/Western alignment
APN: Numerous

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the foregoing Grant of Easement, dated 12/09/2011 from the City of San Jose to the County of Santa Clara (and held jointly with the Santa Clara County Open Space Authority) is accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara as authorized by the resolution delegating authority to the Director, Parks and Recreation Department, adopted September 14, 2010 and implemented through the Funding Agreement, executed on October 20, 2011, and the Grantee consents to the recording of the Grant Deed by the County's duly authorized officer.

I have executed this certificate of acceptance

on Dec. 20, 2011.

By Robb Courtney for
Robb Courtney, Director
Parks and Recreation Department

APPROVED AS TO FORM AND LEGALITY:

Katherine Harasz
Katherine Harasz
Deputy County Counsel

STATE OF California)SS
COUNTY OF Santa Clara)

On 12-20-11, before me Ana Maria Lee

Notary Public, personally appeared Julie Mark

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.

Signature Ana Maria Lee

My Commission Expires: 4-14-13



This area for official notarial seal

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the foregoing Conservation Easement, executed on December 9, 2011, from the City of San Jose to the Santa Clara County Open Space Authority (and held jointly with the County of Santa Clara) is accepted by the undersigned officer on behalf of the Board of Directors of the Santa Clara County Open Space Authority as authorized by resolution delegating authority to the General Manager, adopted January 27, 2011 and implemented through the 20% Program Funding Agreement fully executed on March 22, 2011, and the Grantee consents to the recording of the Grant Deed by the Santa Clara County Open Space Authority's duly authorized officer.

I have executed this certificate of acceptance

on 12/21/11.

By Andrea Mackenzie
Andrea Mackenzie, General Manager
Santa Clara County Open Space Authority

ATTEST:

Lauren Monack
Lauren Monack, Clerk
Board of Directors

APPROVED AS TO FORM AND LEGALITY:

William P. Parkin
William P. Parkin
General Counsel

Date: 12/20/11

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Santa Clara

On December 21, 2011 before me, C. Durio, Notary Public

Here Insert Name and Title of the Officer

personally appeared Andreea Mackenzie + Lauren

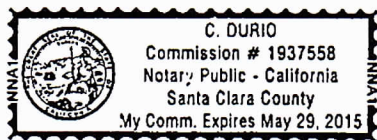
Name(s) of Signer(s)

Mumack

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: C. Durio

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: Certificate of Acceptance

Document Date: December 21, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: William P. Parkin

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

This is to certify that this is a true copy of the document on file in this office.

ATTEST:

Regina Alconindras

CLERK-RECORDER

Santa Clara, CA

11/19/2019