

From: [Phan, Johnny](#)
To: [Downtown West Project](#)
Subject: FW: Google - Diridon/DW - ALTA Surveys, Title Reports and Info re H1/H5/H6 and Autumn Parcels
Date: Tuesday, April 6, 2021 2:48:27 PM
Attachments: [720 W San Carlos ALTA Survey-c.pdf](#)
[282 S Montgomery ALTA Survey-c.pdf](#)
[580 Lorraine Ave ALTA Survey-c.pdf](#)
[Title Report - 720 W San Carlos-c.pdf](#)
[Title Report -597 W San Carlos, 580 Lorraine and 282 S Montgomery-c.pdf](#)

From: Miller, Gregg <gmiller@coblentzlaw.com>
Sent: Monday, March 8, 2021 9:14 PM
To: Phan, Johnny <Johnny.Phan@sanjoseca.gov>
Subject: Google - Diridon/DW - ALTA Surveys, Title Reports and Info re H1/H5/H6 and Autumn Parcels

[External Email]

Johnny: attached are surveys and title reports re the H Parcels. Here are links to publicly available docs re H1/H5/H6.

H1:

Phase 2: https://sj-admin.s3-us-west-2.amazonaws.com/2018_0412_ENGEO_PhaseII282Montgomery.pdf

Phase 1: https://sj-admin.s3-us-west-2.amazonaws.com/2018_0412_ENGEO_PhaseII282Montgomery.pdf

RAP: https://sj-admin.s3-us-west-2.amazonaws.com/2019_0322_RMD_RemedialInvestigation.pdf

See Due Diligence folder for PDFs: 2 ALTA surveys / 2 title reports

H5/6

Geotech: https://sj-admin.s3-us-west-2.amazonaws.com/2013_0213_Moore_GeoEngineeringInvestigation.pdf

Phase I: https://sj-admin.s3-us-west-2.amazonaws.com/2020_0401_ENGEO_ESA720Carlos.pdf

See Due Diligence folder for PDFs: 1 ALTA survey / 1 title report

Gregg Miller

Coblentz Patch Duffy & Bass LLP

One Montgomery Street, Suite 3000

San Francisco, CA 94104

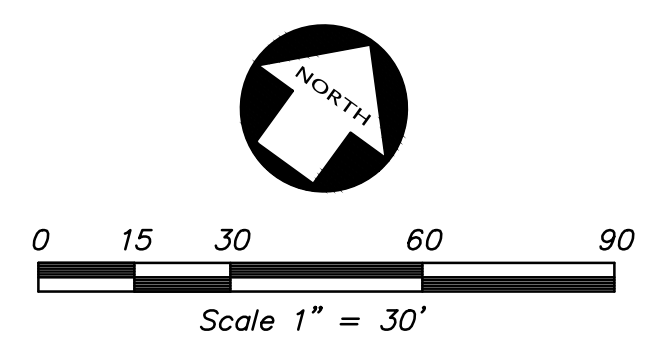
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LEGEND

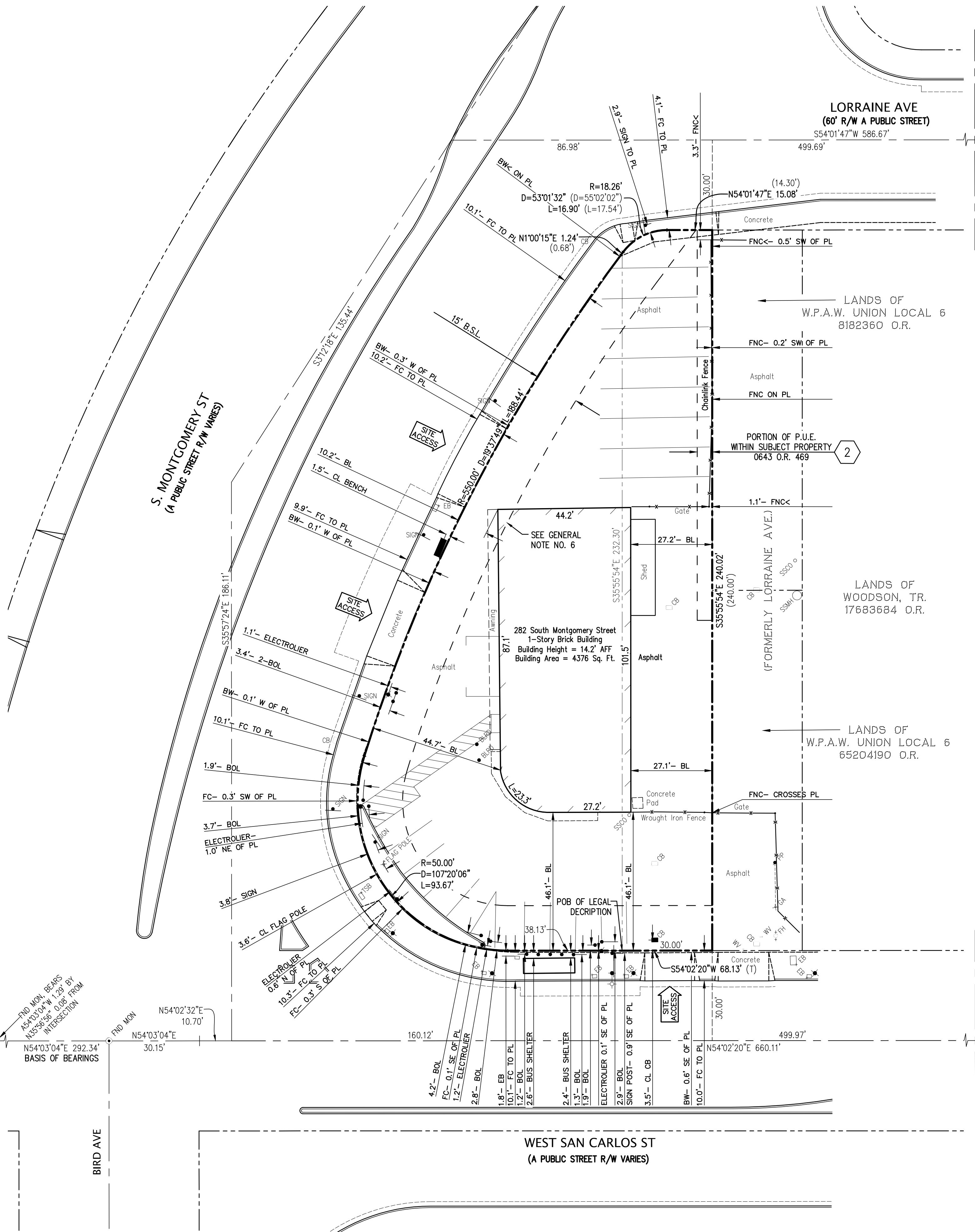
	ASPHALT BERM
	BUILDING LINE
	CENTERLINE
	CONCRETE BLOCK/RETAINING WALL
	CONCRETE CURB
	CONCRETE CURB & GUTTER
	DRIVEWAY
	EASEMENT LINE
	EDGE OF PAVEMENT
	FENCE LINE
	LOT LINE
	MONUMENT/MONUMENT LINE
	PROPERTY LINE
	RAILROAD TRACKS
	SIDEWALK
	BLACKOUT PREVENTION DEVICE
	ELECTROLUX
	FIRE DEPARTMENT CONNECTION
	FIRE HYDRANT
	HOSEBIBB
	FIBER OPTIC LINE MARKER
	POST INDICATOR VALVE
	POWER POLE/JOINT POLE
	TRANSFORMER
	TRAFFIC SIGN
	UTILITY BOX
	WATER VALVE
	ANGLE POINT
	ITEM NO. IN TITLE REPORT
	NO. OF PARKING SPACES (ACCESSIBLE)
	NO. OF PARKING SPACES (COMPACT)
	NO. OF PARKING SPACES (STANDARD)

ABBREVIATIONS

BC BACK OF CURB
BF BACK FLOW PREVENTER
BL BUILDING LINE
BW BACK OF WALK
C.R. CATCH RETURN
CB CATCH BASIN
CL CENTER LINE
DOCV DOUBLE DETECTOR CHECK VALVE
DI DRAIN INLET
DN DOCUMENT NUMBER
E EAST
EB ELECTRIC BOX
EP EDGE OF PAVEMENT
EW EDGE OF WALK
FC FACE OF CURB
FH FIRE HYDRANT
FNC FENCE
FND FOUND
FO FIBER OPTIC MARKER
HSB HOSEBIB
IB IRRIGATION BOX
IGB IRRIGATION CONTROL BOX
MH MANHOLE
MON MONUMENT
N NORTH
NE NORTH EAST
NW NORTH WEST
O. OFFICIAL RECORD
OR. OFFICIAL RECORD
P.U.E. PUBLIC UTILITY ESSENTIAL
POV POINT INDICATOR VALVE
PL PROPERTY LINE
POB POINT OF BEGIN
POC POINT OF CONNECTION
PP POWER POLE
ROS RECORD OF SURVEY
ROW RIGHT OF WAY
S SOUTH
S.E. STREET EASMENT
SDCA STORM DRAIN CLEANOUT
SDM STORM DRAIN MANHOLE
SE STREET EAST
SL STREET LIGHT
SSMH SANITARY SEWER MANHOLE
SW STREET WEST
T.T. TEMPORARY ACCESS EASEMENT
TCE TEMPORARY CONSTRUCTION EASEMENT
TB TELEPHONE BOX
TGB GRADE BREAK LINE TOP
TGP GRADE BREAK LINE TOE
TRN TRANSFORMER
W WEST
WB WATER BOX
WEST WEST
WM WATER METER

 **KIER & WRIGHT**
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road
Livermore, California 94551
Phone (925) 245-8788
Fax (925) 245-8796
www.kierwright.com

Y	NO.	REVISION	BY
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1. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. APN: 259-47-080
3. THIS SURVEY WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED AS OF NOVEMBER 14, 2017, ORDER NUMBER NCS-880464-SC, FURNISHED TO KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC BY TRAMMELL CROW COMPANY ON FEBRUARY 6, 2018. NO LIABILITY IS ASSUMED FOR MATTERS OF RECORD NOT STATED IN SAID REPORT THAT MAY AFFECT THE TITLE LINES, OR EXCEPTIONS, OR EASEMENTS OF THE PROPERTY.
4. BASIS OF BEARINGS:
THE BEARING OF NORTH 54° 03' 04" EAST TAKEN ON THE MONUMENT LINE OF THE WEST SAN CARLOS STREET AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD ON MARCH 30, 1972, IN BOOK 298 OF MAPS AT PAGE 38, OFFICIAL RECORDS OF SANTA CLARA COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.
5. PHYSICAL ITEMS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE ITEMS VISIBLE AS OF THE DATE OF THIS SURVEY. SUBSURFACE STRUCTURES, IF ANY, ARE NOT SHOWN. SAID SUBSURFACE OBJECTS MAY INCLUDE, BUT ARE NOT LIMITED TO, CONCRETE FOOTINGS, SLABS, SHORING, STRUCTURAL PILES, UTILITY VAULTS, PIPING, UNDERGROUND TANKS, AND ANY OTHER SUBSURFACE STRUCTURES NOT REVEALED BY SURFACE INSPECTION.
6. THE NORTHWEST CORNER OF THE BUILDING LIES WITHIN THE 15' BUILDING SETBACK AREA AS SHOWN HEREON. THE BUILDING SETBACK LINE DIMENSION WAS CONFIRMED WITH THE CITY OF SAN JOSE PLANNING DEPARTMENT ON FEBRUARY 7, 2018.

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PORTION OF LOTS 2 THRU 7, BLOCK 3 AND PORTION OF LORRAINE AVENUE (VACATED BY RESOLUTION RECORDED IN BOOK 0643 OF OFFICIAL RECORDS, PAGE 469), MAP OF KEISER TRACT, FILED MAY 7, 1914 IN BOOK '0' OF MAPS, PAGE 49, SANTA CLARA COUNTY RECORDS, AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF SAID LOT 5, BEING THE INTERSECTION OF THE SOUTHWEST LINE OF LORRAINE AVENUE AND NORTHWEST LINE OF SAID CARLOS STREET, AS SHOWN ON SAID MAP; THENCE ALONG SAID NORTHWEST LINE, S. 54° 02'20" W. 38.13 FEET TO THE MOST SOUTHEAST CORNER OF LAND CONVEYED TO CITY OF SAN JOSE, BY DEED RECORDED IN BOOK 0655 OF OFFICIAL RECORDS, PAGE 35; THENCE ALONG THE GENERALLY NORTH AND EAST LINE OF SAID LAND, ALONG THE ARC OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 10° 20' 08" TO A POINT, DISTANT 93.67 FEET TO THE POINT OF COMMENCEMENT, THENCE ALONG THE ARC OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 19° 37' 49" A DISTANCE OF 188.44 FEET AND N. 1° 00' 15" W. 0.68 FEET TO A POINT IN THE SOUTHWEST LINE OF SAID LORRAINE AVENUE, DISTANT THEREON S. 33° 55' 54" E. 7.71 FEET FROM THE NORTH CORNER OF SAID LOT 2, BEING THE WEST CORNER OF LAND CONVEYED TO JOHN J. SCHIRO, ET UK, BY DEED RECORDED IN BOOK 0655 OF OFFICIAL RECORDS, PAGE 39; THENCE ALONG THE NORTHWEST, NORTHEAST AND SOUTHEAST LINE THEREOF, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 18.26 FEET, THROUGH A CENTRAL ANGLE OF 55° 02' 08" FOR AN ARC DISTANT 10.00 FEET TO THE POINT OF COMMENCEMENT, S. 33° 55' 54" E. 240 FEET ALONG SAID CENTERLINE TO THE NORTHWEST LINE OF SAID CARLOS STREET AND S. 54° 02' 20" W. 30 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

NOTE: THE FOLLOWING ITEMS CONTAINED IN THE HEREON REFERENCED PRELIMINARY TITLE REPORT ARE NOT A MATTER OF SURVEY: 1, 4, AND 5.

- 2 THE EFFECTS OF AN EASEMENT FOR PUBLIC UTILITIES AND ACCESS RESERVED BY THE THE CITY OF SAN JOSE IN THAT CERTAIN DOCUMENT ENTITLED "RESOLUTION NO. 44821" VACATING A PORTION OF LORAIN AVENUE RECORDED NOVEMBER 9, 1973, IN BOOK 0643, AT PAGE 469, OFFICIAL RECORDS OF SANTA CLARA COUNTY. (THE LOCATION OF SAID EASEMENT HAS BEEN PLOTTED HEREON.)

REFERENCE IS MADE TO THE SUBJECT DOCUMENT FOR PARTICULARS.

- 3 THE EFFECTS OF THOSE CERTAIN TERMS & CONDITIONS/PROVISIONS AS CONTAINED IN THE DOCUMENT ENTITLED "CERTIFICATE OF PERMIT", RECORDED ON JUNE 8, 2007 AS INSTRUMENT NO. 19463379, OFFICIAL RECORDS OF SANTA CLARA COUNTY.
(THERE ARE NO PLOTTABLE ITEMS IN SAID DOCUMENT.)

REFERENCE IS MADE TO THE SUBJECT DOCUMENT FOR PARTICULARS.

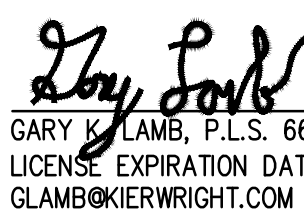
AF	ABOVE FINISH FLOOR
BL	BUILDING LINE
BO	BOLLARD
CB	CATCH BASIN WALK
CL	CATCH BASIN
CL	CENTER LINE
E	EAST
EB	ELECTRIC BOX
FC	FACE OF CURB
FH	FIRE HYDRANT
FNC	FENCE
FND	FOUND
GA	GUY ANCHOR
MON	MONUMENT
N	NORTH
NE	NORTH EAST
PL	PROPERTY LINE
PP	POINT OF BEGIN
PP	POWER POLE
S	SOUTH
SE	SOUTH EAST
FL	SQUARE FEET
SSCO	SANITARY SEWER CLEAN OUT
SW	SOUTH WEST
TSB	TRAFFIC SIGNAL BOX
W	WEST
TV	WATER VALVE

TO: TC AGOGE ASSOCIATES, LLC


AND: FIRST AMERICAN TITLE INSURANCE COMPANY

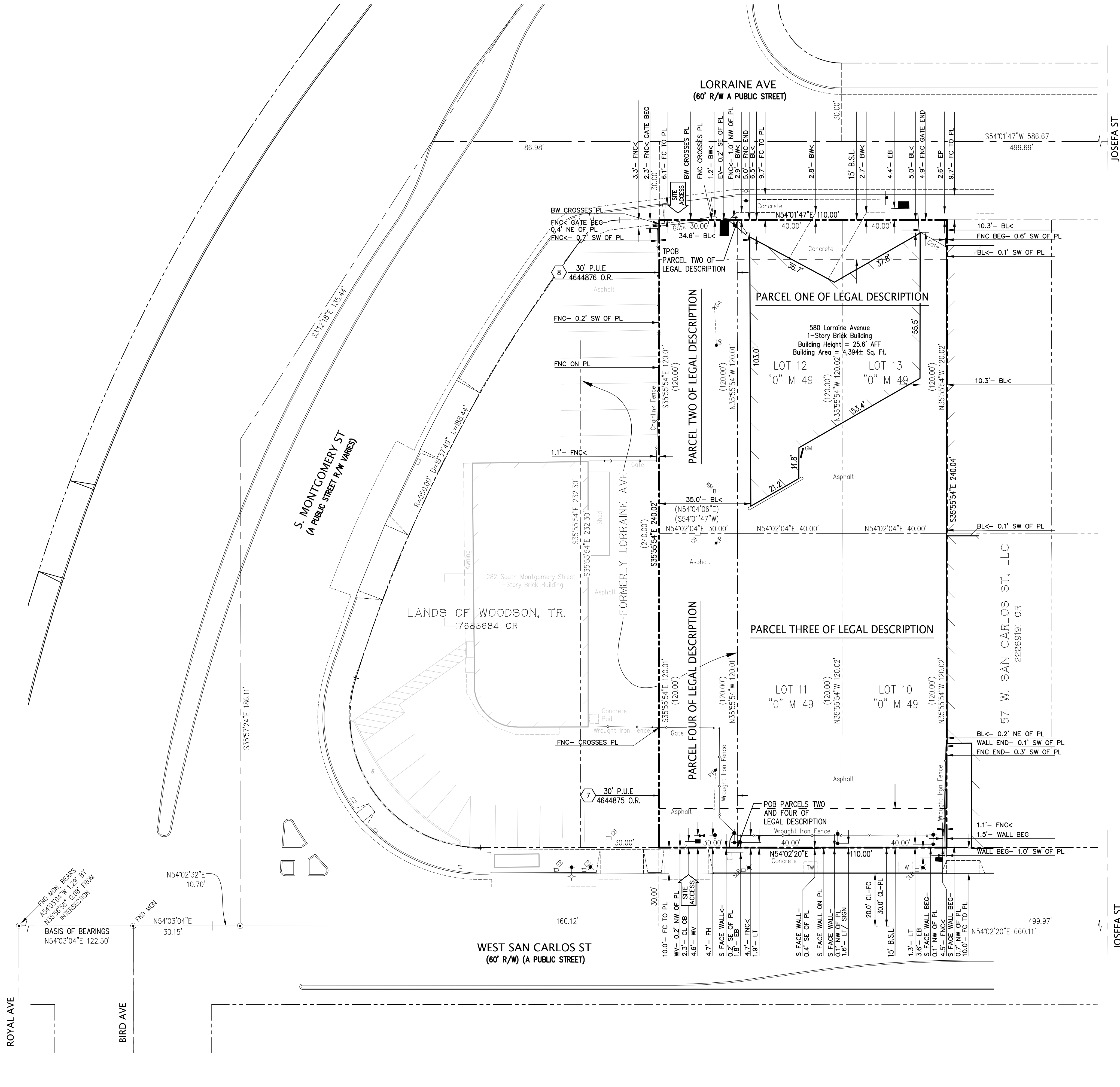
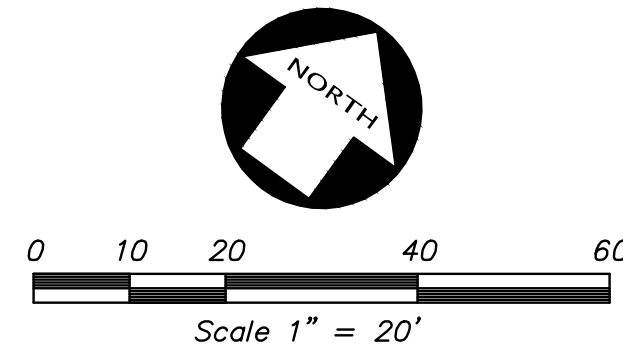
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS. JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 6(A), 6(B), 7(A), 7(B)(1), 7(C), 8, 13, 14, 16, 17, 18 AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 26, 2018.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



03-06-2018
DATE

ALTA/NSPS LAND TITLE SURVEY OF 282 SOUTH MONTGOMERY STREET FOR TC AGOGE SAN JOSE, CALIFORNIA		 KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. 2850 Collier Canyon Road Livermore, California 94551 Phone (925) 245-8788 Fax (925) 245-8796 www.kierwright.com		NO.	BY	REVISION
DATE	FEB. 2018					
SCALE	1" = 20'					
SURVEYOR	GKL					
DRAWN BY	REG					
JOB NO.	A16718-27					
SHEET	1					
OF	1					
SHEET						



GENERAL NOTES

- ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- APN: 259-47-040, 259-47-038, 259-47-079 & 259-47-077
- THIS SURVEY WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED AS OF JANUARY 18, 2018, ORDER NUMBER NCS-887937-50, FURNISHED TO KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC BY TC AGOGEE ASSOCIATES, LLC ON MARCH 29, 2018. NO LIABILITY IS ASSUMED FOR MATTERS OF RECORD NOT STATED IN SAID REPORT THAT MAY AFFECT THE TITLE LINES, OR EXCEPTIONS, OR EASEMENTS OF THE PROPERTY.
- BASIS OF BEARINGS:
THE BEARING OF NORTH 54° 03' 04" EAST TAKEN ON THE MONUMENT LINE OF THE WEST SAN CARLOS STREET AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD ON MARCH 30, 1972, IN BOOK 298 OF MAPS AT PAGE 38, OFFICIAL RECORDS OF SANTA CLARA COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.
- PHYSICAL ITEMS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE ITEMS VISIBLE AS OF THE DATE OF THIS SURVEY. SUBSURFACE STRUCTURES, IF ANY, ARE NOT SHOWN. SAID SUBSURFACE OBJECTS MAY INCLUDE, BUT ARE NOT LIMITED TO, CONCRETE FOOTINGS, SLABS, SHORING, STRUCTURAL PILES, UTILITY VAULTS, PIPES, UNDERGROUND TANKS, AND ANY OTHER SUBSURFACE STRUCTURES NOT REVEALED BY A SURFACE INSPECTION.

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

ALL OF LOTS 12 AND 13, IN BLOCK 1, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE KEISER TRACT", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MAY 7, 1914 IN BOOK "0" OF MAPS, AT PAGE 49

PARCEL TWO:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF LORRAINE AVENUE (60 FEET WIDE) WITH THE NORTHWESTERLY LINE OF SAN CARLOS STREET (60 FEET WIDE) AS SAID AVENUE AND STREET ARE SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF THE KEISER TRACT, BEING A SUBDIVISION OF LOTS 7 AND 12 OF SUNOL PARTITION, WHICH MAP WAS FILED FOR RECORD ON MAY 7, 1914 IN BOOK "0" OF MAPS, AT PAGE 49, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, SAID POINT OF BEGINNING BEING ALSO THE MOST SOUTHERLY CORNER OF LOT 11 AS SHOWN UPON SAID MAP; THENCE ALONG SAID NORTHEASTERLY LINE OF LORRAINE AVENUE NORTH 35 DEG. 55 MIN. 54 SEC. WEST 240.00 FEET TO THE POINT OF INTERSECTION OF SAID NORTHEASTERLY LINE WITH THE SOUTHEASTERLY LINE OF LORRAINE AVENUE, LAST SAID POINT BEING THE MOST WESTERLY CORNER OF LOT 12 AS SAID LOT 12 IS SHOWN UPON SAID MAP AND THE TRUE POINT OF BEGINNING, THENCE ALONG THE SOUTHWESTERLY EXTENSION OF SAID SOUTHEASTERLY LINE OF LORRAINE AVENUE SOUTH 54 DEG. 01 MIN. 47 SEC. WEST 30.00 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND DISTANT 30.00 FEET, MEASURED AT RIGHT ANGLES, SOUTHWESTERLY FROM SAID NORTHEASTERLY LINE OF LORRAINE AVENUE, THENCE ALONG SAID PARALLEL LINE SOUTH 35 DEG. 55 MIN. 54 SEC. EAST 120.00 FEET, THENCE AT RIGHT ANGLES NORTH 54 DEG. 04 MIN. 06 SEC. EAST 30.00 FEET TO SAID NORTHEASTERLY LINE OF LORRAINE AVENUE, THENCE ALONG SAID NORTHEASTERLY LINE OF LORRAINE AVENUE NORTH 35 DEG. 55 MIN. 54 SEC. WEST 120.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL THREE:

LOTS 10 AND 11 IN BLOCK 1, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE KEISER TRACT, BEING A SUBDIVISION OF LOTS 7 AND 12 OF SUNOL PARTITION, SAN JOSE, CALIF.", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, MAY 7, 1914 IN VOL. "0" OF MAPS, PAGE 49.

PARCEL FOUR:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF LORRAINE AVENUE (60 FEET WIDE) WITH THE NORTHWESTERLY LINE OF SAN CARLOS STREET (60 FEET WIDE) AS SAID AVENUE AND STREET ARE SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE KEISER TRACT BEING A SUBDIVISION OF LOTS 7 AND 12 OF SUNOL PARTITION", WHICH MAP WAS FILED FOR RECORD ON MAY 7, 1914 IN BOOK "0" OF MAPS AT PAGE 49, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, SAID POINT OF BEGINNING BEING ALSO THE MOST SOUTHERLY CORNER OF LOT 11, AS SAID LOT 11 IS SHOWN UPON SAID MAP; THENCE ALONG SAID NORTHEASTERLY LINE OF LORRAINE AVENUE NORTH 35 DEG. 55 MIN. 54 SEC. WEST 120.00 FEET TO THE POINT OF INTERSECTION OF SAID NORTHEASTERLY LINE WITH THE SOUTHEASTERLY LINE OF LOT 12, LAST SAID POINT BEING THE MOST SOUTHERLY CORNER OF LOT 12, AS SAID LOT 12 IS SHOWN UPON SAID MAP; THENCE ALONG THE SOUTHWESTERLY EXTENSION OF SAID LOT 12, SOUTH 54 DEG. 01 MIN. 47 SEC. WEST 30.00 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND DISTANT 30.00 FEET, MEASURED AT RIGHT ANGLES, SOUTHWESTERLY FROM SAID NORTHEASTERLY LINE OF LORRAINE AVENUE, THENCE ALONG SAID PARALLEL LINE SOUTH 35 DEG. 55 MIN. 54 SEC. EAST 120.00 FEET TO A POINT IN SAID NORTHWESTERLY LINE OF SAN CARLOS STREET AS IT CROSSES LORRAINE AVENUE, THENCE ALONG SAID NORTHWESTERLY LINE OF SAN CARLOS STREET NORTH 54 DEG. 02 MIN. 20 SEC. EAST 30.00 FEET TO THE POINT OF BEGINNING.

2016 ALTA/NSPS TABLE A OPTIONAL SURVEY ITEMS

- THE SUBJECT PROPERTY ADDRESS: 580 LORRAINE AVENUE, SAN JOSE, CA
- THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR SANTA CLARA COUNTY, CALIFORNIA, MAP NUMBER 0608500234H FOR COMMUNITY NUMBER 060349 (CITY OF SAN JOSE), WITH AN EFFECTIVE DATE OF MAY 18, 2009, AS BEING LOCATED IN FLOOD "ZONE D".
ACCORDING TO FEMA THE DEFINITION OF "ZONE D" IS: AREAS IN WHICH FLOOD HAZARDS ARE UNDETERMINED, BUT POSSIBLE.
INFORMATION WAS OBTAINED FROM THE CITY OF SAN JOSE, ENGINEERING DEPARTMENT ON APRIL 4, 2018.
- GROSS LAND AREA: 26,404± SQUARE FEET OR 0.6062± ACRES
- ZONING NOTE: THIS SURVEY MAKES NO EVALUATION AS TO COMPLIANCE WITH ZONING CODES AND/OR ORDINANCES OTHER THAN CURRENT MUNICIPAL BUILDING SETBACK LINE LOCATIONS.
THE SUBJECT PROPERTY IS CURRENTLY ZONED: LI (LIGHT INDUSTRIAL)
SETBACKS:
FRONT: 15 FEET
SIDE: 0 FEET
REAR: 0 FEET
MAXIMUM BUILDING HEIGHT: 50 FEET
(UNLESS A DIFFERENT MAXIMUM IS ESTABLISHED IN CHAPTER 20.85)
FLOOR AREA RATIO: 1.5 (1-3 STORIES)
EXCEPTIONS FOR THE BUILDING SETBACKS ARE LOCATED IN CHAPTERS 20.50, 20.230 AND 20.50.240 OF THE CITY OF SAN JOSE MUNICIPAL CODE.
PARTIALS:
ALL OF THE PARKING REQUIREMENTS FOR THIS ZONING DESIGNATION ARE BASED ON THE USE OF THE SUBJECT PROPERTY.
GENERAL SERVICES; PERSONAL SERVICES: 1 SPACE PER 200 SF. OF FLOOR AREA
INFORMATION WAS OBTAINED FROM THE CITY OF SAN JOSE PLANNING DEPARTMENT ON APRIL 4, 2018.
- THE BUILDING SETBACK LINES HAVE BEEN PLOTTED HEREON.
- EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL SHOWN HEREON.
- THE BUILDING AREAS SHOWN HEREON WERE DERIVED FROM MEASUREMENTS TAKEN ALONG THE OUTSIDE ENCLOSED FACE OF THE BUILDING ENVELOPE AS DIMENSIONED HEREON.
- MEASURED HEIGHT OF BUILDING ABOVE FINISH FLOOR, SHOWN HEREON.
- SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY SUCH AS PARKING LOTS, BILLBOARDS, SIGNS, SWIMMING POOLS, LANDSCAPED AREAS, ETC. SHOWN HEREON.
- NAMES OF ADJOINING OWNERS OF PLATTED LANDS ACCORDING TO CURRENT PUBLIC RECORDS. SHOWN HEREON.
- DISTANCE TO THE NEAREST INTERSECTING STREET AS SPECIFIED BY THE CLIENT. SHOWN HEREON.
- AS OF THE DATE OF THIS SURVEY, THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
- AS OF THE DATE OF THIS SURVEY, THERE ARE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, AS AVAILABLE FROM THE CONTROLLING JURISDICTION. THERE IS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
- AS OF THE DATE OF THIS SURVEY, THERE IS NO OBSERVED EVIDENCE OF WETLANDS MARKERS WITHIN THE BOUNDARY OF THE SUBJECT PROPERTY.

TITLE EXCEPTION NOTES

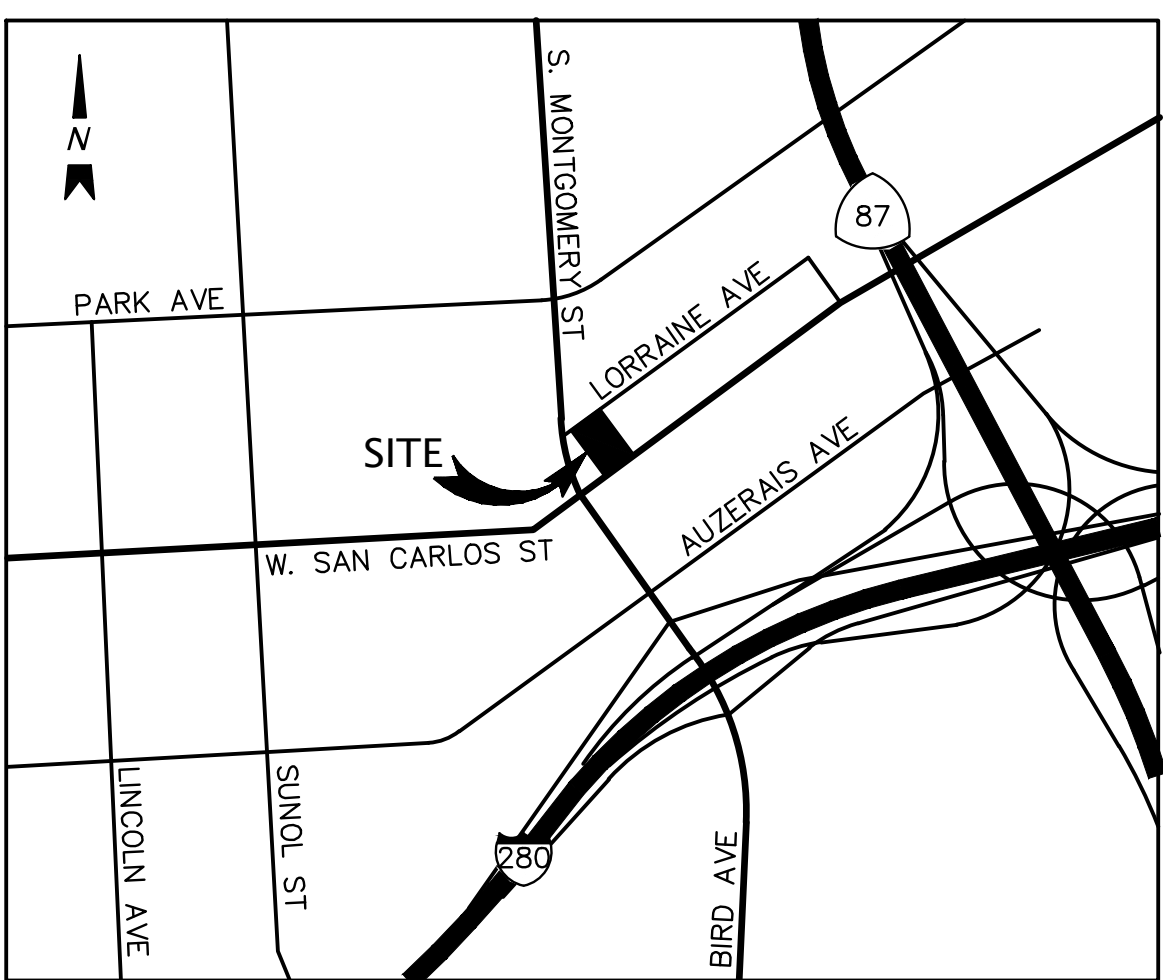
NOTE: THE FOLLOWING ITEMS CONTAINED IN THE HEREON REFERENCED PRELIMINARY TITLE REPORT ARE NOT A MATTER OF SURVEY: 1-6, AND 9-14.

- 7 THE EFFECTS OF AN EASEMENT FOR PUBLIC UTILITIES AND ACCESS RESERVED BY THE THE CITY OF SAN JOSE, IN THAT CERTAIN QUITCLAIM DEED RECORDED NOVEMBER 7, 1973, AS INSTRUMENT NO. 4644875, OFFICIAL RECORDS OF SANTA CLARA COUNTY.
(THE LOCATION OF SAID EASEMENT HAS BEEN PLOTTED HEREON.)

REFERENCE IS MADE TO THE SUBJECT DOCUMENT FOR PARTICULARS.

- 8 THE EFFECTS OF AN EASEMENT FOR PUBLIC UTILITIES AND ACCESS RESERVED BY THE THE CITY OF SAN JOSE, IN THAT CERTAIN QUITCLAIM DEED RECORDED NOVEMBER 7, 1973, AS INSTRUMENT NO. 4644876, OFFICIAL RECORDS OF SANTA CLARA COUNTY.
(THE LOCATION OF SAID EASEMENT HAS BEEN PLOTTED HEREON.)

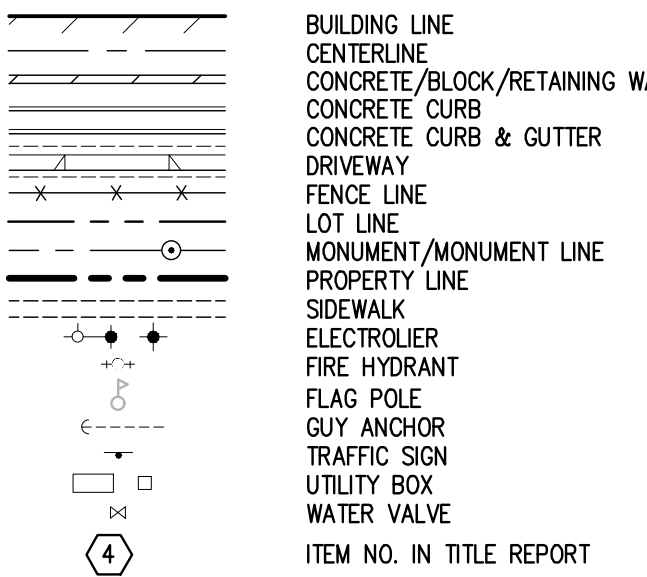
REFERENCE IS MADE TO THE SUBJECT DOCUMENT FOR PARTICULARS.



VICINITY MAP

NOT TO SCALE

LEGEND



ABBREVIATIONS

AFF	ABOVE FINISH FLOOR
BEG	BEGIN
BL	BUILDING LINE
B.S.L.	BUILDING SETBACK LINE
BW	BACK OF WALK
CB	CATCH BASIN
CL	CENTER LINE
E	EAST
EB	ELECTRIC BOX
EP	EDGE OF PAVEMENT
EV	ELECTRIC VALVE
FC	FACE OF CURB
FH	FIRE HYDRANT
FNC	FENCE
GA	GUY ANCHOR
LT	LIGHT
N	NORTH
NE	NORTH EAST
NW	NORTH WEST
O.R.	OFFICIAL RECORD
PL	PROPERTY LINE
POB	POINT OF BEGIN
PP	POWER POLE
S	SOUTH
SE	SOUTH EAST
SQ. FT.	SQUARE FEET
SW	SOUTH WEST
TPOB	TRUE POINT OF BEGINNING
TW	TOP OF WALL
W	WEST
WV	WATER VALVE

SURVEYOR'S CERTIFICATE

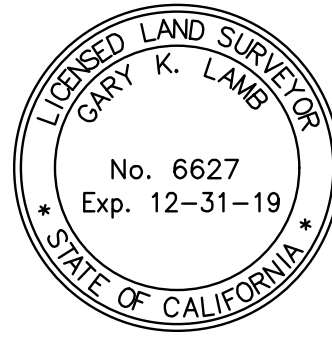
TO: TC AGOGEE ASSOCIATES, LLC

AND: FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 6(A), 6(B), 7(A), 7(B)(1), 7(C), 8, 13, 14, 16, 17, 18 AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 5, 2018.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

Gary K. Lamb
GARY K. LAMB, P.L.S. 6627
LICENSE EXPIRATION DATE: 12/31/2019
GLAMB@KIERWRIGHT.COM



04-20-2018
DATE

ALTA/NSPS LAND TITLE SURVEY
OF
580 LORRAINE AVENUE
FOR
TC AGOGEE ASSOCIATES, LLC

DATE	APRIL, 2018
SCALE	1"= 20'
SURVEYOR	GKL
DRAWN BY	REG
JOB NO.	A16718-30
SHEET	1
OF	1 SHEETS

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road
Livermore, California 94551
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CALIFORNIA

ASN JOSE.

**February 03, 2018
Update**



**First American Title Insurance Company
National Commercial Services
1737 North First Street, Suite 500
San Jose, CA 95112**

Lisa Sher
Trammell Crow Company, LLC
300 Conshohocken State Road, Suite 250
West Conshohocken, PA 19428
Phone: (484)530-4658

Customer Reference: 720 West San Carlos Street

Escrow Officer: Teresa Woest
Phone: (408)451-7972
Email: TWoest@firstam.com
Title Officer: Rosalind McCaskill
Phone: (408)857-0550
Email: rmccaskill@firstam.com
Property: 720 West San Carlos Street, San Jose, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of January 29, 2018 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Extended Loan Policy
ALTA Extended Owner Policy

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

National Retail Properties, LP, a Delaware limited partnership

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

A. General and special taxes and assessments for the fiscal year 2018-2019, a lien not yet due or payable.

1. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	\$92,280.27, PAID
Penalty:	\$0.00
Second Installment:	\$92,280.27, OPEN
Penalty:	\$0.00
Tax Rate Area:	017-193
A. P. No.:	264-15-064

(Affects Parcel One)

1A. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	\$1,169.44, PAID
Penalty:	\$0.00
Second Installment:	\$1,169.44, OPEN
Penalty:	\$0.00
Tax Rate Area:	017-193
A. P. No.:	264-15-063

(Affects Parcel Two)

1B. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	\$10,069.44, PAID
Penalty:	\$0.00
Second Installment:	\$10,069.44, OPEN
Penalty:	\$0.00
Tax Rate Area:	017-193
A. P. No.:	264-15-065

(Affects Parcels Three and Four)

1C. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	\$1,887.26, PAID
Penalty:	\$0.00
Second Installment:	\$1,887.26, OPEN
Penalty:	\$0.00
Tax Rate Area:	017-193
A. P. No.:	264-15-018

(Affects Parcel Five)

1D. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	\$1,960.21, PAID
Penalty:	\$0.00
Second Installment:	\$1,960.21, OPEN
Penalty:	\$0.00
Tax Rate Area:	017-193
A. P. No.:	264-15-017

(Affects Lot 27 of Parcel Six)

1E. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	\$1,887.26, PAID
Penalty:	\$0.00
Second Installment:	\$1,887.26, OPEN
Penalty:	\$0.00
Tax Rate Area:	017-193
A. P. No.:	264-15-019

(Affects Lot 29 of Parcel Six)

1F. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment: \$1,732.46, PAID
Penalty: \$0.00
Second Installment: \$1,732.46, OPEN
Penalty: \$0.00
Tax Rate Area: 017-193
A. P. No.: 264-15-016

(Affects Lot 30 of Parcel Six)

1G. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment: \$1,731.56, PAID
Penalty: \$0.00
Second Installment: \$1,731.56, OPEN
Penalty: \$0.00
Tax Rate Area: 017-193
A. P. No.: 264-15-015

(Affects Lot 31 of Parcel Six)

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

3. This item has been intentionally deleted.

4. An easement for sanitary sewers, storm drains, lines of pipe, conduits, cable, wires, poles and incidental purposes, recorded June 19, 1959 as Instrument No. 1650125 in [Book 4454, Page 154](#) of Official Records.

In Favor of: City of San Jose

Affects: Parcel One, as described therein

5. This item has been intentionally deleted.

6. An easement shown or dedicated on the map of Parcel Map recorded August 22, 1980 and on file in [Book 469, Page 28](#) of Maps.

For: Street and incidental purposes.

(Affects Parcel One)

7. This item has been intentionally deleted.

8. This item has been intentionally deleted.

9. This item has been intentionally deleted.

10. An unrecorded lease dated July 27, 2012, executed by National Retail Properties, LP, a Delaware limited partnership as lessor and Orchard Supply Hardware LLC, a Delaware limited liability

company as lessee, as disclosed by a Memorandum of Lease recorded August 17, 2012 as Instrument No. [21798593](#) of Official Records .

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

11. TERMS AND CONDITIONS of that certain Permit

File No.: SP13-010

Disclosed By: Certificate of Permit

Recorded: July 23, 2013 as Document No. [22317877](#), Official Records

Reference is hereby made to the record for particulars.

12. TERMS AND CONDITIONS of that certain Permit

File No.: H13-008

Disclosed By: Certificate of Permit

Recorded: July 24, 2013 as Document No. [22319715](#), Official Records

Reference is hereby made to the record for particulars.

13. An easement for permanent telecommunications and incidental purposes, recorded December 11, 2013 as Instrument No. [22469243](#) of Official Records.

In Favor of: Sprint Communications Company, L.P., Qwest Communications Company, LLC, Level 3 Communications, LLC, and WilTel Communications, Inc., together with its successors, assigns and licensees

Affects: Portion of Parcel One

The location of the easement cannot be determined from record information.

14. An easement for permanent telecommunications and incidental purposes, recorded February 13, 2014 as Instrument No. [22518872](#) of Official Records.

In Favor of: Sprint Communications Company, L.P., Qwest Communications Company, LLC, Level 3 Communications, LLC, and WilTel Communications, Inc., together with its successors, assigns and licensees

Affects: Portion of Parcel One

The location of the easement cannot be determined from record information.

15. An easement for installation and maintenance of a public street and incidental purposes, recorded February 12, 2014 as Instrument No. [22518423](#) of Official Records.

In Favor of: City of San Jose, a municipal corporation of the State of California

Affects: Parcels Four, Five and Six, as described therein

16. Easements, if any such exists, for utilities in that portion of the vacated street described and depicted in that certain Quitclaim Deed from the City of San Jose to National Retail Properties,

LP, a Delaware limited partnership, and the right to maintain the same, recorded February 27, 2014 as Instrument No. [22528946](#). of Official records of said County.

(Affects Parcel Two)

17. This item has been intentionally deleted.
18. TERMS AND CONDITIONS of that certain Permit
File No.: CP15-050 & ABC15-015
Disclosed By: Certificate of Permit
Recorded: July 06, 2016 as Document No. [23356999](#), Official Records

Reference is hereby made to the record for particulars.

19. A temporary construction easement for general construction and incidental purposes, recorded September 19, 2016 as Instrument No. [23435636](#) of Official Records.
In Favor of: Peninsula Corridor Joint Powers Board, a California joint powers authority
Affects: as described therein

(Affects Parcel One)

The terms and provisions contained in the document entitled "Quitclaim Deed" recorded September 19, 2016 as Instrument No. [23435638](#) of Official Records.

20. A non-exclusive temporary access easement for ingress and egress of persons, vehicles, equipment for all general construction purposes and other activities and incidental purposes, recorded September 19, 2016 as Instrument No. [23435637](#) of Official Records.
In Favor of: Peninsula Corridor Joint Powers Board, a California joint powers Board authority
Affects: as described therein

(Affects Parcel One)

The terms and provisions contained in the document entitled "Quitclaim Deed" recorded September 19, 2016 as Instrument No. [23435638](#) of Official Records.

21. This item has been intentionally deleted.
22. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water.
23. This item has been intentionally deleted.
24. This item has been intentionally deleted.
25. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.
26. Rights of parties in possession.

27. This item has been intentionally deleted.

INFORMATIONAL NOTES

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 377 Royal Avenue & 720 West San Carlos Street, San Jose, CA.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
4. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
 - A. WITH RESPECT TO A CORPORATION:
 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 3. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
 1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
 1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendment;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;

4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- D. WITH RESPECT TO A GENERAL PARTNERSHIP:
1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-1), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
1. A copy of its operating agreement and any amendments thereto;
 2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
 3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
 4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 5. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
 6. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
 2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:
1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance

on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

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

PARCEL ONE:

PARCEL A AS SHOWN ON LOT LINE ADJUSTMENT PERMIT FILE NO. AT13-027, AS EVIDENCED BY DOCUMENT RECORDED MARCH 24, 2014 AS INSTRUMENT NO. [22550314](#) OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SANTA CLARA, CITY OF SAN JOSE, BEING DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 1, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING A PORTION OF THE 'RANCHO LOS COCHES,' AS FILED IN [BOOK 'A' OF MAPS, AT PAGE 47](#)", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON AUGUST 22, 1980 IN [BOOK 469 OF MAPS, AT PAGE 28](#), TOGETHER WITH ALL OF PARCELS ONE, TWO AND FOUR AS DESCRIBED IN THE GRANT DEED FROM OSH PROPERTIES, LLC TO NATIONAL RETAIL PROPERTIES, LP RECORDED AUGUST 17, 2012 AS INSTRUMENT NO. [21798592](#), OFFICIAL RECORDS OF SANTA CLARA COUNTY, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF AUZERAIS AVENUE, FORMERLY SAN SALVADOR STREET, SAID POINT BEING THE EASTERN MOST CORNER OF PARCEL 1 OF SAID PARCEL MAP ([469 MAPS 28](#)); THENCE FROM SAID POINT, ALONG SAID LINE OF AUZERAIS AVENUE, SOUTH 53°49'55" WEST, 75.00 FEET;

THENCE LEAVING SAID LINE, ALONG THE SOUTHWESTERLY AND NORTHWESTERLY LINES OF SAID PARCEL 1 ([469 MAPS 28](#)) THE FOLLOWING FIVE (5) COURSES:

1. ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1395.47 FEET, SAID CURVE HAVING A RADIAL BEARING NORTH 50°08'46" EAST FROM SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°26'43", AN ARC LENGTH OF 351.82 FEET.

2. NORTH 45°24'00" EAST 15.00 FEET;

3. NORTH 42°53'00" WEST 44.50 FEET;

4. ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1395.47 FEET, SAID CURVE HAVING A RADIAL BEARING NORTH 66°32'12" EAST FROM SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°07'56", AN ARC LENGTH OF 125.00 FEET;

5. ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET, SAID CURVE HAVING A RADIAL BEARING NORTH 85°13'15" EAST FROM SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°18'30", AN ARC LENGTH OF 126.96 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 1 ([469 MAPS 28](#));

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1 ([469 MAPS 28](#)), SOUTH 21°29'09" EAST 19.21 FEET TO THE WESTERLY LINE OF SAID PARCEL TWO;

THENCE, LEAVING SAID NORTHEASTERLY LINE OF SAID PARCEL 1 ([469 MAPS 28](#)), ALONG THE WESTERLY LINE OF SAID PARCEL TWO, NORTH 15°57'17" EAST 64.61 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL FOUR;

THENCE ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL FOUR, NORTH 27°35'25" EAST 18.65 FEET TO AN ANGLE POINT IN SAID NORTHWESTERLY LINE OF SAID PARCEL FOUR, SAID ANGLE POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE FOR WEST SAN CARLOS STREET AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN [BOOK 561 OF MAPS AT PAGE 32](#), SANTA CLARA COUNTY RECORDS;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF PARCEL FOUR, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 86°41'17" EAST 215.47 FEET TO THE MOST NORTHERLY POINT OF SAID PARCEL FOUR;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL FOUR, SOUTH 53°48'21" WEST 53.37 FEET TO THE MOST NORTHERLY POINT OF SAID PARCEL ONE (INST. [21798592](#));

THENCE SOUTHERLY ALONG THE NORTHEASTERLY LINE OF SAID PARCEL ONE (INST. [21798592](#)), ALSO BEING THE SOUTHWESTERLY LINE OF WRIGHTS SUBDIVISION AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF WRIGHTS SUBDIVISION IN SUNOL ADDITION", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN [BOOK G OF MAPS AT PAGE 49](#), SOUTH 36°09'00" EAST 495.87 FEET TO THE MOST NORTHERLY LINE OF THE PROPERTY DESCRIBED IN THE GRANT DEED TO THE CITY OF SAN JOSE RECORDED APRIL 16, 1968 IN [BOOK 8090, PAGE 716](#), OFFICIAL RECORDS OF SANTA CLARA COUNTY, SAID POINT BEING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF AUZERAIS STREET, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID GRANT DEED (8090 O.R. 716), ALSO BEING SAID RIGHT OF WAY LINE FOR AUZERAIS STREET AS SHOWN ON SAID RECORD OF SURVEY, SOUTH 53°49'55" WEST 270.61 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 1 ([469 MAPS 28](#));

THENCE ALONG SAID NORTHEASTERLY LINE OF SAID PARCEL 1 ([469 MAPS 28](#)), SOUTH 36°10'05" EAST 20.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.

EXCEPTING THEREFROM, AS TO A PORTION OF THE ABOVE DESCRIBED LANDS, ALL THAT PORTION THEREOF THAT LIES BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; HOWEVER, GRANTOR OR ITS SUCCESSORS AND/OR ASSIGNS SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS EXCEPTED IN THE DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, RECORDED DECEMBER 31, 1980 IN [BOOK F819, PAGE 451](#), OFFICIAL RECORDS.

PARCEL TWO:

COMMENCING AT A POINT ON THE NORTHWESTERLY LINE FOR AUZERAIS AVENUE, FORMERLY SAN SALVADOR STREET, SAID POINT BEING THE MOST EASTERLY CORNER OF PARCEL ONE AS DESCRIBED IN THE GRANT DEED FROM OSH PROPERTIES, LLC TO NATIONAL RETAIL PROPERTIES, LP, RECORDED AUGUST 17, 2012 AS INSTRUMENT NO. [21798592](#), OFFICIAL RECORDS OF SANTA CLARA COUNTY; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHEASTERLY BOUNDARY OF SAID PARCEL ONE NORTH 36° 09' 00" WEST 5.00 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, FROM SAID TRUE POINT

OF BEGINNING, LEAVING THE NORTHEASTERLY LINE OF SAID PARCEL ONE ALONG A LINE PARALLEL WITH, AND DISTANT NORTHWESTERLY 5.00 FEET, MEASURED AT RIGHT ANGLES, FROM SAID NORTHWESTERLY LINE OF AUZERAIS STREET SOUTH 53° 50' 20" WEST 270.60 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL ONE; THENCE, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL ONE NORTH 36° 09' 40" WEST 15.00 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE OF SAID PARCEL ONE ALONG A LINE PARALLEL WITH, AND DISTANT NORTHWESTERLY 20.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF AUZERAIS STREET NORTH 53° 50' 20" EAST 270.61 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID PARCEL ONE; THENCE ALONG NORTHEASTERLY BOUNDARY OF SAID PARCEL ONE SOUTH 36° 09' 00" EAST 15.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL THREE:

PORTION OF LOTS 36, 37, 38 AND 39, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF WRIGHT'S SUBDIVISION IN SUNOL ADDITION", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON FEBRUARY 25, 1893 IN [BOOK "G" OF MAPS, AT PAGE 49](#), AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF LOT 39 DISTANT THEREON SOUTH 36° 09' EAST, 34.00 FEET FROM THE WESTERNMOST CORNER THEREOF IN THE SOUTHEASTERLY LINE OF SAN CARLOS STREET, AS SAID LOT AND STREET ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE FROM SAID POINT OF BEGINNING NORTH 53° 50' EAST AND PARALLEL WITH THE SAID SOUTHEASTERLY LINE OF SAN CARLOS STREET, 110.00 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND DISTANT SOUTHWESTERLY 10.00 FEET AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF ROYAL STREET, AS SAID STREET IS SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE SOUTH 36° 09' EAST AND ALONG SAID PARALLEL LINE, 141.00 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERLY LINE OF LOT 36, AS SAID LOT IS SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE SOUTH 53° 51' WEST ALONG SAID SOUTHEASTERLY LINE OF LOT 36 FOR A DISTANCE OF 110.00 FEET TO THE SOUTHERNMOST CORNER THEREOF; THENCE NORTH 36° 09' WEST AND ALONG THE SOUTHWESTERLY LINE OF SAID LOTS 36 AND 39 FOR A DISTANCE OF 141.00 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

ALL OF LOTS 32, 33, 34 AND 35, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF WRIGHT'S SUBDIVISION", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON FEBRUARY 25, 1893 IN [BOOK "G" OF MAPS, AT PAGE 49](#).

PARCEL FIVE:

ALL OF LOT 28, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF WRIGHT'S SUBDIVISION", WHICH MAP WAS FILED ON FEBRUARY 25, 1893 IN BOOK "G" OF MAPS, AT PAGE 49.

PARCEL SIX:

ALL OF LOTS 27, 29, 30, AND 31, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF WRIGHT'S SUBDIVISION", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON FEBRUARY 25, 1893 IN [BOOK "G" OF MAPS, AT PAGE 49](#).

APN: 264-15-015 (Affects Lot 31 of Parcel Six)
264-15-016 (Affects Lot 30 of Parcel Six)
264-15-017 (Affects Lot 27 of Parcel Six)
264-15-018 (Parcel Five)
264-15-019 (Affects Lot 29 of Parcel Six)
264-15-063 (Affects Parcel Two)
264-15-064 (Affects Parcel One)
264-15-065 (Affects Parcels Three and Four)

NOTICE I

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

NOTICE II

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:

Franchise Tax Board
Withhold at Source Unit
P.O. Box 651
Sacramento, CA 95812-0651
(916) 845-4900

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

- | | |
|---------------|-------------------------------|
| (a) building; | (d) improvements on the Land; |
| (b) zoning; | (e) land division; and |
| (c) land use; | (f) environmental protection. |

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

- | |
|--|
| (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; |
| (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; |
| (c) that result in no loss to You; or |
| (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28. |

5. Failure to pay value for Your Title.

6. Lack of a right:

- | |
|---|
| (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and |
| (b) in streets, alleys, or waterways that touch the Land. |

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

Your Deductible Amount**Our Maximum Dollar
Limit of Liability**

Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- | |
|------------------------------|
| (a) and use |
| (b) improvements on the land |
| (c) and division |
| (d) environmental protection |

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- | |
|---|
| (a) a notice of exercising the right appears in the public records on the Policy Date |
|---|

- (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
 4. Failure to pay value for your title.
 5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 - b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



First American Title Insurance Company
National Commercial Services
333 W. Santa Clara Street, Ste. 220
San Jose, CA 95113-1714

Bhavesch Parikh
Google LLC
1600 Amphitheatre Prkwy
Mountain View , CA 94043
Phone: (650)214-9379

Customer Reference: Purchase Order 1010060903

Owner: TC Agoge Associates LLC

Property: Multiple Address, San Jose, State of California

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of November 25, 2019 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Google LLC, a Delaware limited liability company, as to Parcel One through Ten and Thirteen through Eighteen;

Santa Clara County Flood Control and Water District, a public corporation, as to Parcel Eleven;

City of San Jose, a municipal corporation, as to Parcels Twelve and Twenty; and

Peninsula Corridor Joint Powers Board, a joint powers agency created under California law, as to Parcel Nineteen

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2019-2020.

First Installment:	\$1,170.26, PAYABLE
Penalty:	\$137.02
Second Installment:	\$1,170.26, PAYABLE
Penalty:	\$137.02
Tax Rate Area:	017-193
A. P. No.:	259-47-038

(Affects Parcel Three)

2. General and special taxes and assessments for the fiscal year 2019-2020.

First Installment:	\$1,836.11, PAYABLE
Penalty:	\$203.61
Second Installment:	\$1,836.11, PAYABLE
Penalty:	\$203.61
Tax Rate Area:	017-193
A. P. No.:	259-47-040

(Affects Parcel One)

3. General and special taxes and assessments for the fiscal year 2019-2020.
- | | |
|---------------------|-------------------|
| First Installment: | \$619.85, PAYABLE |
| Penalty: | \$81.98 |
| Second Installment: | \$619.85, PAYABLE |
| Penalty: | \$81.98 |
| Tax Rate Area: | 017-193 |
| A. P. No.: | 259-47-077 |

(Affects Parcel Four)

4. General and special taxes and assessments for the fiscal year 2019-2020.
- | | |
|---------------------|-------------------|
| First Installment: | \$630.92, PAYABLE |
| Penalty: | \$83.09 |
| Second Installment: | \$630.92, PAYABLE |
| Penalty: | \$83.09 |
| Tax Rate Area: | 017-193 |
| A. P. No.: | 259-47-079 |

(Affects Parcel Two)

5. General and special taxes and assessments for the fiscal year 2019-2020.
- | | |
|---------------------|---------------------|
| First Installment: | \$2,050.99, PAYABLE |
| Penalty: | \$225.09 |
| Second Installment: | \$2,050.99, PAYABLE |
| Penalty: | \$225.09 |
| Tax Rate Area: | 017-193 |
| A. P. No.: | 259-47-080 |

(Affects Parcel Five)

6. General and special taxes and assessments for the fiscal year 2019-2020.
- | | |
|---------------------|---------------------|
| First Installment: | \$6,752.65, PAYABLE |
| Penalty: | \$695.26 |
| Second Installment: | \$6,752.65, PAYABLE |
| Penalty: | \$695.26 |
| Tax Rate Area: | 017-193 |
| A. P. No.: | 261-37-016 |

(Affects a Portion of Parcel Six)

7. General and special taxes and assessments for the fiscal year 2019-2020.
- | | |
|---------------------|---------------------|
| First Installment: | \$9,048.33, PAYABLE |
| Penalty: | \$924.83 |
| Second Installment: | \$9,048.33, PAYABLE |
| Penalty: | \$924.83 |
| Tax Rate Area: | 017-193 |
| A. P. No.: | 261-37-020 |

(Affects Parcel Seven)

8. General and special taxes and assessments for the fiscal year 2019-2020.
First Installment: \$8,191.17, PAYABLE
Penalty: \$839.11
Second Installment: \$8,191.17, PAYABLE
Penalty: \$839.11
Tax Rate Area: 017-193
A. P. No.: 261-37-021

(Affects Parcel Eight)

9. General and special taxes and assessments for the fiscal year 2019-2020.
First Installment: \$7,867.42, PAYABLE
Penalty: \$806.74
Second Installment: \$7,867.42, PAYABLE
Penalty: \$806.74
Tax Rate Area: 017-193
A. P. No.: 261-37-023

(Affects Parcel Nine)

10. General and special taxes and assessments for the fiscal year 2019-2020.
First Installment: \$27,999.53, PAYABLE
Penalty: \$2,819.95
Second Installment: \$27,999.53, PAYABLE
Penalty: \$2,819.95
Tax Rate Area: 017-193
A. P. No.: 261-37-029

(Affects a Portion on Parcel Six)

11. General and special taxes and assessments for the fiscal year 2019-2020.
First Installment: \$12,330.16, PAYABLE
Penalty: \$1,253.01
Second Installment: \$12,330.16, PAYABLE
Penalty: \$1,253.01
Tax Rate Area: 017-193
A. P. No.: 261-37-030

(Affects Parcel Ten)

12. General and special taxes and assessments for the fiscal year 2019-2020 are exempt. If the exempt status is terminated an additional tax may be levied. A.P. No.: 261-37-027, 261-37-028, 264-15-022 and 264-15-034.

(Affects Parcels Eleven, Twelve, Nineteen and Twenty)

13. General and special taxes and assessments for the fiscal year 2019-2020.
First Installment: \$4,961.08, PAYABLE
Penalty: \$516.10
Second Installment: \$4,961.08, PAYABLE
Penalty: \$516.10

Tax Rate Area: 017-193
A. P. No.: 264-15-015

(Affects a Portion on Parcel Eighteen)

14. Supplemental taxes for the fiscal year 2017-2018 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment: \$812.99, PAYABLE
Penalty: \$101.29
Second Installment: \$812.99, PAYABLE
Penalty: \$101.29
Tax Rate Area: 017-193
A. P. No.: 264-15-015

(Affects a Portion on Parcel Eighteen)

15. Supplemental taxes for the fiscal year 2018-2019 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment: \$3,184.00, PAYABLE
Penalty: \$338.40
Second Installment: \$3,184.00, PAYABLE
Penalty: \$338.40
Tax Rate Area: 017-193
A. P. No.: 264-15-015

(Affects a Portion on Parcel Eighteen)

16. General and special taxes and assessments for the fiscal year 2019-2020.

First Installment: \$4,961.98, PAYABLE
Penalty: \$516.19
Second Installment: \$4,961.98, PAYABLE
Penalty: \$516.19
Tax Rate Area: 017-193
A. P. No.: 264-15-016

(Affects a Portion on Parcel Eighteen)

17. Supplemental taxes for the fiscal year 2017-2018 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment: \$812.99, PAYABLE
Penalty: \$101.29
Second Installment: \$812.99, PAYABLE
Penalty: \$101.29
Tax Rate Area: 017-193
A. P. No.: 264-15-016

(Affects a Portion on Parcel Eighteen)

18. Supplemental taxes for the fiscal year 2018-2019 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment: \$3,184.00, PAYABLE

Penalty: \$338.40
Second Installment: \$3,184.00, PAYABLE
Penalty: \$338.40
Tax Rate Area: 017-193
A. P. No.: 264-15-016

(Affects a Portion on Parcel Eighteen)

19. General and special taxes and assessments for the fiscal year 2019-2020.

First Installment: \$5,600.21, PAYABLE
Penalty: \$580.02
Second Installment: \$5,600.21, PAYABLE
Penalty: \$580.02
Tax Rate Area: 017-193
A. P. No.: 264-15-017

(Affects a Portion on Parcel Eighteen)

20. Supplemental taxes for the fiscal year 2017-2018 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment: \$916.48, PAYABLE
Penalty: \$111.64
Second Installment: \$916.48, PAYABLE
Penalty: \$111.64
Tax Rate Area: 017-193
A. P. No.: 264-15-017

(Affects a Portion on Parcel Eighteen)

21. Supplemental taxes for the fiscal year 2018-2019 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment: \$3,589.39, PAYABLE
Penalty: \$378.93
Second Installment: \$3,589.39, PAYABLE
Penalty: \$378.93
Tax Rate Area: 017-193
A. P. No.: 264-15-017

(Affects a Portion on Parcel Eighteen)

22. General and special taxes and assessments for the fiscal year 2019-2020.

First Installment: \$5,527.26, PAYABLE
Penalty: \$572.72
Second Installment: \$5,527.26, PAYABLE
Penalty: \$572.72
Tax Rate Area: 017-193
A. P. No.: 264-15-018

(Affects Parcel Seventeen)

23. Supplemental taxes for the fiscal year 2017-2018 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
First Installment: \$916.48, PAYABLE
Penalty: \$111.64
Second Installment: \$916.48, PAYABLE
Penalty: \$111.64
Tax Rate Area: 017-193
A. P. No.: 264-15-018

(Affects Parcel Seventeen)
24. Supplemental taxes for the fiscal year 2018-2019 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
First Installment: \$3,589.39, PAYABLE
Penalty: \$378.93
Second Installment: \$3,589.39, PAYABLE
Penalty: \$378.93
Tax Rate Area: 017-193
A. P. No.: 264-15-018

(Affects Parcel Seventeen)
25. General and special taxes and assessments for the fiscal year 2019-2020.
First Installment: \$5,527.26, PAYABLE
Penalty: \$572.72
Second Installment: \$5,527.26, PAYABLE
Penalty: \$572.72
Tax Rate Area: 017-193
A. P. No.: 264-15-019

(Affects a Portion on Parcel Eighteen)
26. Supplemental taxes for the fiscal year 2017-2018 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
First Installment: \$916.48, PAYABLE
Penalty: \$111.64
Second Installment: \$916.48, PAYABLE
Penalty: \$111.64
Tax Rate Area: 017-193
A. P. No.: 264-15-019

(Affects a Portion on Parcel Eighteen)
27. Supplemental taxes for the fiscal year 2018-2019 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
First Installment: \$3,589.39, PAYABLE
Penalty: \$378.93
Second Installment: \$3,589.39, PAYABLE
Penalty: \$378.93
Tax Rate Area: 017-193
A. P. No.: 264-15-019

(Affects a Portion on Parcel Eighteen)

28. General and special taxes and assessments for the fiscal year 2019-2020.

First Installment: \$3,924.46, PAYABLE
Penalty: \$412.44
Second Installment: \$3,924.46, PAYABLE
Penalty: \$412.44
Tax Rate Area: 017-193
A. P. No.: 264-15-063

(Affects Parcel Fourteen)

29. Supplemental taxes for the fiscal year 2017-2018 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment: \$693.32, PAYABLE
Penalty: \$89.33
Second Installment: \$693.32, PAYABLE
Penalty: \$89.33
Tax Rate Area: 017-193
A. P. No.: 264-15-063

(Affects Parcel Fourteen)

30. Supplemental taxes for the fiscal year 2018-2019 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment: \$2,715.84, PAYABLE
Penalty: \$291.58
Second Installment: \$2,715.84, PAYABLE
Penalty: \$291.58
Tax Rate Area: 017-193
A. P. No.: 264-15-063

(Affects Parcel Fourteen)

31. General and special taxes and assessments for the fiscal year 2019-2020.

First Installment: \$177,478.20, PAYABLE
Penalty: \$17,767.82
Second Installment: \$177,478.20, PAYABLE
Penalty: \$17,767.82
Tax Rate Area: 017-193
A. P. No.: 264-15-064

(Affects Parcel Thirteen)

32. Supplemental taxes for the fiscal year 2017-2018 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment: \$21,548.41, PAYABLE
Penalty: \$2,174.84
Second Installment: \$21,548.41, PAYABLE
Penalty: \$2,174.84
Tax Rate Area: 017-193

A. P. No.: 264-15-064

(Affects Parcel Thirteen)

33. Supplemental taxes for the fiscal year 2018-2019 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment: \$83,262.70, PAYABLE
Penalty: \$8,346.27
Second Installment: \$83,262.70, PAYABLE
Penalty: \$8,346.27
Tax Rate Area: 017-193
A. P. No.: 264-15-064

(Affects Parcel Thirteen)

34. General and special taxes and assessments for the fiscal year 2019-2020.

First Installment: \$32,994.50, PAYABLE
Penalty: \$3,319.45
Second Installment: \$32,994.50, PAYABLE
Penalty: \$3,319.45
Tax Rate Area: 017-193
A. P. No.: 264-15-065

(Affects Parcels Fifteen and Sixteen)

35. Supplemental taxes for the fiscal year 2017-2018 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment: \$5,893.14, PAYABLE
Penalty: \$609.31
Second Installment: \$5,893.14, PAYABLE
Penalty: \$609.31
Tax Rate Area: 017-193
A. P. No.: 264-15-065

(Affects Parcels Fifteen and Sixteen)

36. Supplemental taxes for the fiscal year 2018-2019 assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

First Installment: \$23,080.53, PAYABLE
Penalty: \$2,328.05
Second Installment: \$23,080.53, PAYABLE
Penalty: \$2,328.05
Tax Rate Area: 017-193
A. P. No.: 264-15-065

(Affects Parcels Fifteen and Sixteen)

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

38. Real property taxes are currently assessed under the State Board of Equalization Public Utility Tax Roll; Code Area No. 872-43-(02) 98N PCL 48 . Which includes this and other property; for full particulars, please contact the State Board of Equalization Property Tax Validation Division, Telephone Number (916) 322-2323. Additional information to follow upon request.
39. Water rights, claims or title to water, whether or not shown by the public records.
40. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.
41. Rights of parties in possession.

The Following Matters Affect Parcels One through Five:

42. An easement for public and private utilities and incidental purposes, recorded November 07, 1973 as Instrument No. 4644875 in [Book 0640, Page 76](#) of Official Records.
In Favor of: The City of San Jose
Affects: Parcel Four, as described therein

The location of the easement cannot be determined from record information.

43. An easement for public utilities and incidental purposes, recorded November 07, 1973 as Instrument No. 4644876 in [Book 0640, Page 78](#) of Official Records.
In Favor of: The City of San Jose, a municipal corporation
Affects: Parcel Two, as described therein

The location of the easement cannot be determined from record information.

44. The rights, if any, of a city, public utility or special district to preserve a public easement in Lorraine Avenue as the same was vacated by the document recorded November 09, 1973 in [Book 0643, Page 469](#) of Official Records.

(Affects Parcel Five)

45. An easement for sanitary sewers, storm sewers, gas mains, water mains, electric service, telephone and incidental purposes, recorded November 09, 1973 in [Book 0643, Page 469](#) of Official Records.
In Favor of: The City of San Jose, a municipal corporation
Affects: Parcel Five, as described therein

46. TERMS AND CONDITIONS of that certain Permit
File No.: CP06-064
Disclosed By: Certificate of Permit
Recorded: June 08, 2007 as Instrument No. [19463379](#), Official Records

Reference is hereby made to the record for particulars.

(Affects Parcel Five)

The Following Matters Affect Parcels Six through Twelve:

47. An easement for single line of poles and wires and incidental purposes, recorded December 14, 1932 in [Book 631, Page 464](#) of Official Records.

In Favor of: Pacific Gas and Electric Company
Affects: Parcel Eleven, as described therein

48. The right reserved in the Deed from Southern Pacific Company recorded December 01, 1936 in [Book 796 Official Records, Page 459](#), forever, to enter upon said premises at any time or times, for the purposes of doing all things to protect the property of said first party from the waters of Los Gatos Creek. Affects a portion of Parcel Eleven of the premises.

49. Possible effect of the Deed from Southern Pacific Company to Pacific Truck Service, Inc., a corporation, dated November 23, 1945, recorded December 27, 1945 in [Book 1301 Official Records, Page 441](#), which may include said premises.

Any interest in said premises that may have passed by said Deed is now vested of record in City of San Jose, a municipal corporation. Affects a portion of Parcel Eleven of the premises.

50. Rights relating to the transmission and distribution of electric energy, reserved in the Deed from Pacific Gas and Electric Company recorded May 26, 1969 in [Book 8546 Official Records, Page 208](#). Affects the Westerly and Southerly portions of Parcel Eleven of the premises.

51. An easement for slope and incidental purposes, recorded May 10, 1971 in [Book 9322, Page 515](#) of Official Records.

In Favor of: Santa Clara County Flood Control and Water District
Affects: Parcel Six, as described therein

52. An easement for ingress and egress for pedestrian and vehicular traffic and incidental purposes, recorded May 03, 1972 in [Book 9817 Official Records, Page 158](#) of Official Records.

In Favor of: Pacific Gas and Electric Company
Affects: Parcel Eleven, as described therein

53. A possible easement(s) for a temporary construction area and a fill area as disclosed by the diagram attached to that certain Grant Deed recorded December 07, 1972 in Official Records of Santa Clara County and for an unknown purpose as shown on that certain Record of Survey map filed for record March 30, 1972 in [Book 298 of Maps, Pages 3845](#), Santa Clara County Records.

(Affects Parcel Nine)

54. An easement shown or dedicated on the map filed or recorded March 30, 1972 in [Book 298, Pages 38 to 45](#) inclusive of Maps

For: 5.00' easement and incidental purposes and incidental purposes.

(Affects Parcels Ten and Twelve)

55. An easement to/for extend and maintain an excavation slope and incidental purposes, recorded October 24, 1972 as Instrument No. [4376861](#) in [Book 0079, Page 38](#) of Official Records.
In Favor of: Santa Clara County Flood Control and Water District
Affects: Parcels Seven and Eight, as described therein
56. An easement for excavation slopes and incidental purposes, recorded April 18, 1974 in [Book 0854, Page 276](#) of Official Records.
In Favor of: Santa Clara County Flood Control and Water District
Affects: Parcel Twelve, as described therein
57. The fact that the land lies within the boundaries of the Diridon Redevelopment Project Area, as disclosed by the document recorded June 11, 2009 as Instrument No. [20290678](#) of Official Records.
58. Terms and provisions of an unrecorded lease dated March 01, 2009, by and between Steven R. Klepinger and Susan J. Klepinger, as Trustees of The Steven R. Klepinger and Susan J. Klepinger Family Trust Agreement dated May 24, 1984 and David M. Klepinger and Teresa L. Klepinger, as Trustees of The David M. Klepinger Trust Dated January 19, 1993, David M. Klepinger and Teresa L. Klepinger, as Trustees of The Teresa L. Klepinger Trust dated January 19, 1993 as lessor and California Car Wash, LLC, a California limited liability company as lessee, as disclosed by a Memorandum of Lease recorded November 17, 2014 as Instrument No. [22769355](#) of Official Records.

The Lessee's interest under the lease has been assigned to ARN'M Oil, Inc. by assignment recorded November 17, 2014 as Instrument No. [22769356](#) of Official Records.

Document(s) declaring modifications thereof recorded November 17, 2014 as Instrument No. [22769357](#) of Official Records.

The Lessee's interest under the lease has been assigned to SKR SFO Hospitality LLC, a California limited liability company, and Ashish Chhparwal, an individual by assignment recorded January 22, 2016 as Instrument No. [23202630](#) of Official Records.

The Lessee's interest under the lease has been assigned to Robert Gallaher by assignment recorded February 27, 2017 as Instrument No. [23589729](#) of Official Records.

Lease Guaranty recorded November 17, 2014 as Instrument No. [22769358](#) of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

(Affects Parcel Six)

59. Terms and provisions of an unrecorded lease dated March 01, 2009, by and between TC Agoge Associates, LLC, a Delaware limited liability company as lessor and Robert Gallaher, an individual as lessee, as disclosed by a Memorandum of Lease recorded March 12, 2018 as Instrument No. [23885845](#) of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

60. A Deed of Trust to secure an original indebtedness of \$1,120,000.00 recorded April 26, 2018 as Instrument No. [23919275](#) of Official Records.
Dated: April 25, 2018
Trustor: Robert Gallaher, an individual
Trustee: Insurance Company, a Nebraska corporation, as trustee
Beneficiary: First Chatham Bank

(Affects Parcel Six)

The Following Matters Affect Parcels Thirteen through Eighteen:

61. An easement for sanitary sewers, storm drains, lines of pipe, conduits, cable, wires, poles and incidental purposes, recorded June 19, 1959 as Instrument No. 1650125 in [Book 4454, Page 154](#) of Official Records.
In Favor of: City of San Jose
Affects: Parcel Thirteen, as described therein
62. An easement shown or dedicated on the map filed or recorded August 22, 1980 in [Book 469, Page 28](#) of Parcel Maps.
For: Street and incidental purposes.

(Affects Parcel Thirteen)

63. TERMS AND CONDITIONS of that certain Permit
File No.: SP13-010
Disclosed By: Certificate of Permit
Recorded: July 23, 2013 as Instrument No. [22317877](#), Official Records

Reference is hereby made to the record for particulars.

64. TERMS AND CONDITIONS of that certain Permit
File No.: H13-008
Disclosed By: Certificate of Permit
Recorded: July 24, 2013 as Instrument No. [22319715](#), Official Records

Reference is hereby made to the record for particulars.

65. An easement for permanent telecommunications and incidental purposes, recorded December 11, 2013 as Instrument No. [22469243](#) of Official Records.
In Favor of: Sprint Communications Company, L.P., Qwest Communications Company, LLC, Level 3 Communications, LLC, and WiTel Communications, Inc., together with its successors, assigns and licensees
Affects: Portion of Parcel Thirteen, as described therein

The location of the easement cannot be determined from record information.

66. An easement for installation and incidental purposes, recorded February 12, 2014 as Instrument No. [22518423](#) of Official Records.
In Favor of: City of San Jose, a municipal corporation of the State of California
Affects: Parcels Sixteen, Seventeen and Eighteen, as described therein

67. An easement for permanent telecommunications and incidental purposes, recorded February 13, 2014 as Instrument No. [22518872](#) of Official Records.
In Favor of: Sprint Communications Company, L.P., Qwest Communications Company, LLC, Level 3 Communications, LLC, and WiTel Communications, Inc., together with its successors, assigns and licensees
Affects: Portion of Parcel Thirteen, as described therein

The location of the easement cannot be determined from record information.

68. An easement for temporary construction easement for general construction and incidental purposes, recorded September 19, 2016 as Instrument No. [23435636](#) of Official Records.
In Favor of: Peninsula Corridor Joint Powers Board, a California joint powers authority
Affects: Parcel Thirteen, as described therein

The terms and provisions contained in the document entitled "Quitclaim Deed" recorded September 19, 2016 as Instrument No. [23435638](#) of Official Records.

69. An easement for non-exclusive temporary access easement for ingress and egress of persons, vehicles, equipment for all general construction purposes and other activities and incidental purposes, recorded September 19, 2016 as Instrument No. [23435637](#) of Official Records.
In Favor of: Peninsula Corridor Joint Powers Board, a California joint powers Board authority
Affects: Parcel Thirteen, as described therein

The terms and provisions contained in the document entitled "Quitclaim Deed" recorded September 19, 2016 as Instrument No. [23435638](#) of Official Records.

70. Covenants, conditions, restrictions and easements in the document recorded March 29, 2018 as Instrument No. [23898773](#) of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

The Following Matters Affect Parcels Nineteen and Twenty:

71. An easement for electrical transmission lines and poles and incidental purposes, recorded November 20, 1960 as Instrument No. [1913906](#) in Book 4994, Page 583 of Official Records.
In Favor of: Pacific Gas and Electric Company
Affects: Portion as described therein

Terms and provisions contained in the above document.

Document(s) declaring modifications thereof recorded October 25, 1969 in [Book 8719, Page 332](#) of Official Records.

72. An easement for flood control and/or storm water drainage purposes and incidental purposes, recorded July 09, 1980 as Instrument No. [6773379](#) in Book F429, Page 316 of Official Records.
In Favor of: Santa Clara Valley Water District
Affects: As described therein
73. An easement shown or dedicated on the map filed or recorded August 22, 1980 in [Book 469, Page 28](#) of Maps
For: Street and incidental purposes.

(Affects Parcel Nineteen)

74. An easement for flood control and/or storm water drainage purposes and incidental purposes, recorded December 31, 1980 as Instrument No. [6939874](#) in Book F819, Page 453 of Official Records.
In Favor of: Santa Clara Valley Water District
Affects: As described therein

Terms and provisions contained in the above document.

75. Covenants, conditions, restrictions and easements in the document recorded December 27, 1991 as Instrument No. [11181648](#) in Book L984, Page 0854 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
76. An easement for fiber optic and railroad easement and incidental purposes, recorded December 27, 1991 as Instrument No. [11181648](#) in Book L984, Page 0854 of Official Records.
In Favor of: Southern Pacific Transportation Company
Affects: The exact location cannot be ascertained

Terms and provisions contained in the above document.

77. The terms and provisions contained in the document entitled "Memorandum of Trackage Rights Agreement, executed by and between Southern Pacific Transportation Company and Peninsula Corridor Joint Powers Board" recorded December 27, 1991 as Instrument No. [11181652](#) in Book L984, Page 1447 of Official Records.
78. The terms and provisions contained in the document entitled "Memorandum of Real Property Ownership Agreement, executed by and between Peninsula Corridor Joint Powers Board; City and County of San Francisco; San Mateo County Transit District and Santa Clara County Transit District" recorded December 27, 1991 as Instrument No. [11181653](#) in Book L984, Page 1889 of Official Records.

79. An easement for maintenance and incidental purposes, recorded February 10, 1994 as Instrument No. [12352264](#), Book N295, Page 0837 of Official Records.
In Favor of: Maurice Mitchell
Affects: As described therein

INFORMATIONAL NOTES

ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as Multiple Address, San Jose, California.
2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded December 19, 2018 as Instrument No. [24084406](#) of Official Records.

From: City of San Jose, a municipal corporation
To: Google LLC, a Delaware limited liability company

(Affects Parcel Ten)

A document recorded August 15, 2019 as Instrument No. [24255976](#) of Official Records.

From: TC Agoge Associates, LLC, a Delaware limited liability company
To: Google LLC, a Delaware limited liability company

(Affects Parcels One through Four)

A document recorded August 15, 2019 as Instrument No. [24255978](#) of Official Records.

From: TC Agoge Associates, LLC, a Delaware limited liability company
To: Google LLC, a Delaware limited liability company

(Affects Parcel Five)

A document recorded August 15, 2019 as Instrument No. [24255989](#) of Official Records.

From: TC Agoge Associates, LLC, a Delaware limited liability company
To: Google LLC, a Delaware limited liability company

(Affects Parcel Six)

A document recorded August 15, 2019 as Instrument No. [24255993](#) of Official Records.

From: TC Agoge Associates, LLC, a Delaware limited liability company
To: Google LLC, a Delaware limited liability company

(Affects Parcel Nine)

A document recorded August 15, 2019 as Instrument No. [24255994](#) of Official Records.

From: TC Agoge Associates, LLC, a Delaware limited liability company
To: Google LLC, a Delaware limited liability company

(Affects Parcels Seven and Eight)

A document recorded August 15, 2019 as Instrument No. [24255998](#) of Official Records.

From: TC Agoge Associates, LLC, a Delaware limited liability company
To: Google LLC, a Delaware limited liability company

(Affects Parcels Thirteen through Eighteen)

3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
4. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
 - A. WITH RESPECT TO A CORPORATION:
 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 3. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
 1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
 1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendment;
 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
 - D. WITH RESPECT TO A GENERAL PARTNERSHIP:
 1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-I), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
 2. A full copy of the partnership agreement and any amendments;
 3. Requirements which the Company may impose following its review of the above material required

herein and other information which the Company may require.

E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:

1. A copy of its operating agreement and any amendments thereto;
2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
5. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
6. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

F. WITH RESPECT TO A TRUST:

1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.

G. WITH RESPECT TO INDIVIDUALS:

1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

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

PARCEL ONE:

ALL OF LOTS 12 AND 13, IN BLOCK 1, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE KEISER TRACT", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MAY 7, 1914 IN [BOOK "O" OF MAPS, AT PAGE 49.](#)

APN: 259-47-040

PARCEL TWO:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF LORRAINE AVENUE (60 FEET WIDE) WITH THE NORTHWESTERLY LINE OF SAN CARLOS STREET (60 FEET WIDE) AS SAID AVENUE AND STREET ARE SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF THE KEISER TRACT, BEING A SUBDIVISION OF LOTS 7 AND 12 OF SUNOL PARTITION WHICH MAP WAS FILED FOR RECORD ON MAY 7, 1914 IN [BOOK "O" OF MAPS, AT PAGE 49,](#) RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, SAID POINT OF BEGINNING BEING ALSO THE MOST SOUTHERLY CORNER OF LOT 11 AS SAID LOT 11 IS SHOWN UPON SAID MAP; THENCE ALONG SAID NORTHEASTERLY LINE OF LORRAINE AVENUE NORTH 35 DEG. 55 MIN. 54 SEC. WEST 240.00 FEET TO THE POINT OF INTERSECTION OF SAID NORTHEASTERLY LINE WITH THE SOUTHEASTERLY LINE OF LORRAINE AVENUE, LAST SAID POINT BEING THE MOST WESTERLY CORNER OF LOT 12 AS SAID LOT 12 IS SHOWN UPON SAID MAP AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHWESTERLY EXTENSION OF SAID SOUTHEASTERLY LINE OF LORRAINE AVENUE SOUTH 54 DEG. 01 MIN. 47 SEC. WEST 30.00 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND DISTANT 30.00 FEET, MEASURED AT RIGHT ANGLES, SOUTHWESTERLY FROM SAID NORTHEASTERLY LINE OF LORRAINE AVENUE; THENCE ALONG SAID PARALLEL LINE SOUTH 35 DEG. 55 MIN. 54 SEC. EAST 120.00 FEET; THENCE AT RIGHT ANGLES NORTH 54 DEG. 04 MIN. 06 SEC. EAST 30.00 FEET TO SAID NORTHEASTERLY LINE OF LORRAINE AVENUE, THENCE ALONG SAID NORTHEASTERLY LINE OF LORRAINE AVENUE NORTH 35 DEG. 55 MIN. 54 SEC. WEST 120.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 259-47-079

PARCEL THREE:

LOTS 10 AND 11 IN BLOCK 1, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE KEISER TRACT, BEING A SUBDIVISION OF LOTS 7 AND 12 OF SUNOL PARTITION, SAN JOSE, CALIF.", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, MAY 7, 1914 IN [VOL. "O" OF MAPS, PAGE 49.](#)

APN: 259-47-038

PARCEL FOUR:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF LORRAINE AVENUE (60 FEET WIDE) WITH THE NORTHWESTERLY LINE OF SAN CARLOS STREET (60 FEET WIDE) AS SAID AVENUE AND STREET ARE SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE KEISER TRACT BEING A SUBDIVISION OF LOTS 7 AND 12 OF SUNOL PARTITION", WHICH MAP WAS FILED FOR RECORD ON MAY 7, 1914 IN [BOOK "O" OF MAPS AT PAGE 49,](#) RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, SAID POINT OF BEGINNING BEING ALSO THE MOST SOUTHERLY CORNER OF LOT 11, AS

SAID LOT 11 IS SHOWN UPON SAID MAP; THENCE ALONG SAID NORTHEASTERLY LINE OF LORRAINE AVENUE NORTH 35 DEG. 55 MIN. 54 SEC. WEST 120.00 FEET TO THE POINT OF INTERSECTION OF SAID NORTHEASTERLY LINE WITH THE SOUTHEASTERLY LINE OF LOT 12, LAST SAID POINT BEING THE MOST SOUTHERLY CORNER OF LOT 12, AS SAID LOT 12, IS SHOWN UPON SAID MAP; THENCE ALONG THE SOUTHWESTERLY EXTENSION OF SAID LOT 12, SOUTH 54 DEG. 01 MIN. 47 SEC. WEST 30.00 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND DISTANT 30.00 FEET, MEASURED AT RIGHT ANGLES, SOUTHWESTERLY FROM SAID NORTHEASTERLY LINE OF LORRAINE AVENUE; THENCE ALONG SAID PARALLEL LINE SOUTH 36 DEG. 55 MIN. 54 SEC. EAST 120.00 FEET TO A POINT IN SAID NORTHWESTERLY LINE OF SAN CARLOS STREET AS IT CROSSES LORRAINE AVENUE; THENCE ALONG SAID NORTHWESTERLY LINE OF SAN CARLOS STREET NORTH 54 DEG. 02 MIN. 20 SEC. EAST 30.00 FEET TO THE POINT OF BEGINNING.

APN: 259-47-077

PARCEL FIVE:

PORTION OF LOTS 2 THRU 7, BLOCK 3 AND PORTION OF LORRAINE AVENUE (VACATED BY RESOLUTION RECORDED IN [BOOK 0643 OF OFFICIAL RECORDS, PAGE 469](#)), MAP OF KEISER TRACT, FILED MAY 7, 1914 IN [BOOK "O" OF MAPS, PAGE 49](#), SANTA CLARA COUNTY RECORDS, AS FOLLOWS:

BEGINNING AT THE EAST CORNER OF SAID LOT 5, BEING THE INTERSECTION OF THE SOUTHWEST LINE OF LORRAINE AVENUE AND NORTHWEST LINE OF SAN CARLOS STREET, AS SHOWN ON SAID MAP; THENCE ALONG SAID NORTHWEST LINE, S. 54° 02' 20" W. 38.13 FEET TO THE MOST SOUTHEAST CORNER OF LAND CONVEYED TO CITY OF SAN JOSE, BY DEED RECORDED IN [BOOK 0655 OF OFFICIAL RECORDS, PAGE 35](#); THENCE ALONG THE GENERALLY NORTH AND EAST LINE OF SAID LAND, ALONG THE ARC OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 107° 20' 06", A DISTANCE OF 93.67 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 19° 37' 49" A DISTANCE OF 188.44 FEET AND N. 1° 00' 15" W. 0.68 FEET TO A POINT IN THE SOUTHWEST LINE OF SAID LORRAINE AVENUE, DISTANT THEREON S. 35° 55' 54" E. 7.71 FEET FROM THE NORTH CORNER OF SAID LOT 2, BEING THE WEST CORNER OF LAND CONVEYED TO JOHN J. SCHIRO, ET UX, BY DEED RECORDED IN [BOOK 0655 OF OFFICIAL RECORDS, PAGE 39](#); THENCE ALONG THE NORTHWEST, NORTHEAST AND SOUTHEAST LINE THEREOF, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 18.26 FEET, THROUGH A CENTRAL ANGLE OF 55° 02' 02", FOR AN ARC DISTANCE OF 17.54 FEET, N. 54° 01' 47 " E. 14.30 FEET TO THE CENTERLINE OF SAID LORRAINE AVENUE, S. 35° 55' 54" E. 240 FEET ALONG SAID CENTERLINE TO THE NORTHWEST LINE OF SAID SAN CARLOS STREET AND S. 54° 02' 20" W. 30 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

APN: 259-47-080

PARCEL SIX:

A PORTION OF LOTS 8, 9, 10, 11 AND 12, OF BLOCK 3, A SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF THE KEISER TRACT, BEING A SUBDIVISION OF LOTS 7 AND 12 OF THE SUNOL PARTITION", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MAY 7, 1914 IN [BOOK O OF MAPS, PAGE 49](#), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 12, AS SAID LOT IS HEREINABOVE DESCRIBED; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 12, NORTH 54 DEG. 03 MIN. 04 SEC. EAST 26.53 FEET TO A POINT OF CUSP IN THE GENERAL WESTERLY LINE OF MONTGOMERY STREET, AS SAID WESTERLY LINE IS DESCRIBED IN THAT CERTAIN LIS PENDENS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, ON APRIL 16, 1969 IN [BOOK 8501 OF OFFICIAL RECORDS, PAGE 579](#); THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO

COURSES AND DISTANCES:

NORTHEASTERLY AND NORTHERLY ALONG A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 76 DEG. 39 MIN. 04 SEC., AN ARC DISTANCE OF 100.34 FEET TO A POINT OF REVERSE CURVATURE, AND NORTHERLY ALONG A REVERSE CURVE TO THE RIGHT, WITH A RADIUS OF 678.00 FEET, THROUGH A CENTRAL ANGLE OF 19 DEG. 12 MIN. 36 SEC., AN ARC DISTANCE OF 227.32 FEET TO THE SOUTHERLY LINE OF PARCEL 72, AS SAID PARCEL IS SHOWN UPON THAT CERTAIN RECORD OF SURVEY FILED MARCH 30, 1972 IN [BOOK 298 OF MAPS, AT PAGES 38 THROUGH 45](#), IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY, THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 72, SOUTH 42 DEG. 26 MIN. 04 SEC. WEST 4.73 FEET TO THE EAST CORNER OF PARCEL 60A, AS SAID PARCEL IS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 60A, SOUTH 28 DEG. 53 MIN. 20 SEC. WEST 53.39 FEET; THENCE SOUTHWESTERLY ALONG A TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 640.00 FEET, THROUGH A CENTRAL ANGLE OF 8 DEG. 00 MIN. 00 SEC., AN ARC DISTANCE OF 89.36 FEET; THENCE SOUTH 36 DEG. 53 MIN. 20 SEC. WEST 5.40 FEET TO THE EAST CORNER OF PARCEL 73, AS SAID PARCEL IS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 73, SOUTH 29 DEG. 33 MIN. 04 SEC. WEST 50.95 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 12; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 35 DEG. 56 MIN. 54 SEC. EAST 187.42 FEET TO THE SAID POINT OF BEGINNING OF THIS DESCRIPTION.

APN: 261-37-016 AND 261-37-029

PARCEL SEVEN:

LOT NO. THIRTEEN (13) IN BLOCK NO. THREE (3) OF THE KAISER TRACT ACCORDING TO A MAP OF SAID TRACT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN [BOOK "O" OF MAPS, AT PAGE 49](#), RECORDS OF THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

APN: 261-37-020

PARCEL EIGHT:

LOT NUMBERED FOURTEEN (14) IN BLOCK THREE (3) AS DESIGNATED ON MAP ENTITLED, "MAP OF THE KAISER TRACT, BEING A SUBDIVISION OF LOTS 7 AND 12, OF SUNOL PARTITION, SAN JOSE, CALIFORNIA", AND WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MAY 7, 1914, IN [BOOK "O" OF MAPS, PAGE 49](#), RECORDS OF SAID COUNTY.

EXCEPTING FROM PARCELS ONE AND TWO ABOVE ALL THAT PORTION THEREOF CONVEYED TO THE SANTA CLARA COUNTY FLOOD CONTROL AND WATER DISTRICT BY DEED DATED SEPTEMBER 12, 1972, RECORDED OCTOBER 24, 1972 IN [BOOK 0079, PAGE 38](#), SERIES NO. [4376861](#), OFFICIAL RECORDS, AND BEING DESCRIBED AS FOLLOWS:

PARCEL 66A AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED MARCH 30, 1972 IN [BOOK 298 OF MAPS AT PAGES 38 AND 45](#) INCLUSIVE, IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

APN: 261-37-021

PARCEL NINE:

LOT 15, IN BLOCK 3, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF THE KEISER TRACT BEING A SUBDIVISION OF LOTS 7 AND 12 OF SUNOL PARTITION, SAN JOSE, CALIFORNIA", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA,

STATE OF CALIFORNIA ON MAY 7, 1914 IN [BOOK "O" OF MAPS, AT PAGE 49.](#)

EXCEPTING THEREFROM THAT PORTION CONVEYED TO SANTA CLARA COUNTY FLOOD CONTROL AND WATER DISTRICT BY DEED RECORDED ON DECEMBER 7, 1973 IN [BOOK 0676 OF OFFICIAL RECORDS, PAGE 246](#) AND BEING DESCRIBED AS PARCEL 67A ON THAT CERTAIN RECORD OF SURVEY RECORDED ON MARCH 30, 1972 IN [BOOK 298 OF MAPS, PAGES 38 AND 45.](#)

APN: 261-37-023

PARCEL TEN:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL SIX OF THAT CERTAIN CORPORATION GRANT DEED RECORDED ON FEBRUARY 21, 1964 IN [BOOK 6396, PAGE 42](#) OF OFFICIAL RECORDS, SANTA CLARA COUNTY, A PORTION OF THAT LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON MAY 26, 1969 IN [BOOK 8546, PAGE 208](#) OF OFFICIAL RECORDS, SANTA CLARA COUNTY, A PORTION OF LAND AS DESCRIBED IN THAT CERTAIN INDENTURE RECORDED DECEMBER 1, 1936 IN [BOOK 796, PAGE 459](#) OF OFFICIAL RECORDS, SANTA CLARA COUNTY, SAID ABOVE DESCRIBED PROPERTY BEING SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD ON NOVEMBER 14, 2018 IN [BOOK 919 OF MAPS AT PAGES 4 AND 5](#), SANTA CLARA COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY CORNER OF SAID LAND AS DESCRIBED IN SAID INDENTURE;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID INDENTURE NORTH 35° 56' 56" WEST, 2.03 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF SAN CARLOS STREET AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 323.50 FEET, TO WHICH POINT A RADIAL LINE BEARS SOUTH 25° 20' 10" EAST, THROUGH A CENTRAL ANGLE OF 22° 17' 14" FOR AN ARC DISTANCE OF 125.84 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE ALONG THE EXTERIOR BOUNDARY AS SHOWN ON SAID RECORD OF SURVEY THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. NORTH 36° 53' 20" EAST, 43.68 FEET;
2. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 72° 50' 16" FOR AN ARC DISTANCE OF 38.14 FEET;
3. NORTH 35° 56' 56" WEST, 36.08 FEET;
4. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 72° 50' 16" FOR AN ARC DISTANCE OF 25.43 FEET;
5. NORTH 36° 53' 20" EAST, 40.98 FEET;
6. SOUTH 35° 56' 56" EAST, 155.19 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID REAL PROPERTY, AS RESERVED BY SOUTHERN PACIFIC COMPANY, A CORPORATION, IN THAT CERTAIN DEED RECORDED MARCH 23, 1960, IN [BOOK 4736 OF OFFICIAL RECORDS, PAGE 639](#), SANTA CLARA COUNTY RECORDS.

APN: 261-37-030

PARCEL ELEVEN:

PARCELS 60a, 66a, 67a AND 74b, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD ON MARCH 30, 1972 IN [BOOK 298 OF MAPS, PAGES 38 TO 45](#) INCLUSIVE IN THE OFFICE OF

THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

APN: 261-37-027

PARCEL TWELVE:

PARCEL 73 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD ON MARCH 30, 1972 IN [BOOK 298 OF MAPS, PAGES 38 TO 45](#) INCLUSIVE IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

APN: 261-37-028

PARCEL THIRTEEN:

PARCEL A AS SHOWN ON LOT LINE ADJUSTMENT PERMIT FILE NO. AT13-027, AS EVIDENCED BY DOCUMENT RECORDED MARCH 24, 2014 AS INSTRUMENT NO. [22550314](#) OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 1, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING A PORTION OF THE 'RANCHO LOS COCHES,' AS FILED IN [BOOK 'A' OF MAPS, AT PAGE 47](#)", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON AUGUST 22, 1980 IN [BOOK 469 OF MAPS, AT PAGE 28](#), TOGETHER WITH ALL OF PARCELS ONE, TWO AND FOUR AS DESCRIBED IN THE GRANT DEED FROM OSH PROPERTIES, LLC TO NATIONAL RETAIL PROPERTIES, LP RECORDED AUGUST 17, 2012 AS INSTRUMENT NO. [21798592](#), OFFICIAL RECORDS OF SANTA CLARA COUNTY, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF AUZERAIS AVENUE, FORMERLY SAN SALVADOR STREET, SAID POINT BEING THE EASTERN MOST CORNER OF PARCEL 1 OF SAID PARCEL MAP ([469 MAPS 28](#)); THENCE FROM SAID POINT, ALONG SAID LINE OF AUZERAIS AVENUE, SOUTH 53°49'55" WEST, 75.00 FEET;

THENCE LEAVING SAID LINE, ALONG THE SOUTHWESTERLY AND NORTHWESTERLY LINES OF SAID PARCEL 1 ([469 MAPS 28](#)) THE FOLLOWING FIVE (5) COURSES:

1. ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1395.47 FEET, SAID CURVE HAVING A RADIAL BEARING NORTH 50°08'46" EAST FROM SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°26'43", AN ARC LENGTH OF 351.82 FEET.

2. NORTH 45°24'00" EAST 15.00 FEET;

3. NORTH 42°53'00" WEST 44.50 FEET;

4. ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1395.47 FEET, SAID CURVE HAVING A RADIAL BEARING NORTH 66°32'12" EAST FROM SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°07'56", AN ARC LENGTH OF 125.00 FEET;

5. ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET, SAID CURVE HAVING A RADIAL BEARING NORTH 85°13'15" EAST FROM SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°18'30", AN ARC LENGTH OF 126.96 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 1 ([469 MAPS 28](#));

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 1 ([469 MAPS 28](#)), SOUTH 21°29'09" EAST 19.21 FEET TO THE WESTERLY LINE OF SAID PARCEL TWO;

THENCE, LEAVING SAID NORTHEASTERLY LINE OF SAID PARCEL 1 ([469 MAPS 28](#)), ALONG THE WESTERLY LINE OF SAID PARCEL TWO, NORTH 15°57'17" EAST 64.61 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL FOUR;

THENCE ALONG SAID NORTHWESTERLY LINE OF SAID PARCEL FOUR, NORTH 27°35'25" EAST 18.65 FEET TO AN ANGLE POINT IN SAID NORTHWESTERLY LINE OF SAID PARCEL FOUR, SAID ANGLE POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE FOR WEST SAN CARLOS STREET AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN [BOOK 561 OF MAPS AT PAGE 32](#), SANTA CLARA COUNTY RECORDS;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE OF PARCEL FOUR, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 86°41'17" EAST 215.47 FEET TO THE MOST NORTHERLY POINT OF SAID PARCEL FOUR;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL FOUR, SOUTH 53°48'21" WEST 53.37 FEET TO THE MOST NORTHERLY POINT OF SAID PARCEL ONE (INST. [21798592](#));

THENCE SOUTHERLY ALONG THE NORTHEASTERLY LINE OF SAID PARCEL ONE (INST. [21798592](#)), ALSO BEING THE SOUTHWESTERLY LINE OF WRIGHTS SUBDIVISION AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF WRIGHTS SUBDIVISION IN SUNOL ADDITION", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN [BOOK G OF MAPS AT PAGE 49](#), SOUTH 36°09'00" EAST 495.87 FEET TO THE MOST NORTHERLY LINE OF THE PROPERTY DESCRIBED IN THE GRANT DEED TO THE CITY OF SAN JOSE RECORDED APRIL 16, 1968 IN [BOOK 8090, PAGE 716](#), OFFICIAL RECORDS OF SANTA CLARA COUNTY, SAID POINT BEING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF AUZERAIS STREET, AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID GRANT DEED ([8090 O.R. 716](#)), ALSO BEING SAID RIGHT OF WAY LINE FOR AUZERAIS STREET AS SHOWN ON SAID RECORD OF SURVEY, SOUTH 53°49'55" WEST 270.61 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 1 ([469 MAPS 28](#));

THENCE ALONG SAID NORTHEASTERLY LINE OF SAID PARCEL 1 ([469 MAPS 28](#)), SOUTH 36°10'05" EAST 20.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.

EXCEPTING THEREFROM, AS TO A PORTION OF THE ABOVE DESCRIBED LANDS, ALL THAT PORTION THEREOF THAT LIES BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; HOWEVER, GRANTOR OR ITS SUCCESSORS AND/OR ASSIGNS SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS EXCEPTED IN THE DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, RECORDED DECEMBER 31, 1980 IN [BOOK F819, PAGE 451](#), OFFICIAL RECORDS.

APN: 264-15-064

PARCEL FOURTEEN:

COMMENCING AT A POINT ON THE NORTHWESTERLY LINE FOR AUZERAIS AVENUE, FORMERLY SAN SALVADOR STREET, SAID POINT BEING THE MOST EASTERLY CORNER OF PARCEL ONE AS DESCRIBED IN THE GRANT DEED FROM OSH PROPERTIES, LLC TO NATIONAL RETAIL PROPERTIES, LP, RECORDED AUGUST 17, 2012 AS INSTRUMENT NO. [21798592](#), OFFICIAL RECORDS OF SANTA CLARA COUNTY; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHEASTERLY BOUNDARY OF SAID PARCEL ONE NORTH 36° 09' 00" WEST 5.00 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, FROM SAID TRUE POINT OF BEGINNING, LEAVING THE NORTHEASTERLY LINE OF SAID PARCEL ONE ALONG A LINE PARALLEL WITH, AND DISTANT NORTHWESTERLY 5.00 FEET,

MEASURED AT RIGHT ANGLES, FROM SAID NORTHWESTERLY LINE OF AUZERAIS STREET SOUTH 53° 50' 20" WEST 270.60 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL ONE; THENCE, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL ONE NORTH 36° 09' 40" WEST 15.00 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE OF SAID PARCEL ONE ALONG A LINE PARALLEL WITH, AND DISTANT NORTHWESTERLY 20.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF AUZERAIS STREET NORTH 53° 50' 20" EAST 270.61 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID PARCEL ONE; THENCE ALONG NORTHEASTERLY BOUNDARY OF SAID PARCEL ONE SOUTH 36° 09' 00" EAST 15.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

APN: 264-15-063

PARCEL FIFTEEN:

PORTION OF LOTS 36, 37, 38 AND 39, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF WRIGHT'S SUBDIVISION IN SUNOL ADDITION", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON FEBRUARY 25, 1893 IN [BOOK "G" OF MAPS, AT PAGE 49](#), AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF LOT 39 DISTANT THEREON SOUTH 36° 09' EAST, 34.00 FEET FROM THE WESTERNMOST CORNER THEREOF IN THE SOUTHEASTERLY LINE OF SAN CARLOS STREET, AS SAID LOT AND STREET ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE FROM SAID POINT OF BEGINNING NORTH 53° 50' EAST AND PARALLEL WITH THE SAID SOUTHEASTERLY LINE OF SAN CARLOS STREET, 110.00 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND DISTANT SOUTHWESTERLY 10.00 FEET AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF ROYAL STREET, AS SAID STREET IS SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE SOUTH 36° 09' EAST AND ALONG SAID PARALLEL LINE, 141.00 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERLY LINE OF LOT 36, AS SAID LOT IS SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE SOUTH 53° 51' WEST ALONG SAID SOUTHEASTERLY LINE OF LOT 36 FOR A DISTANCE OF 110.00 FEET TO THE SOUTHERNMOST CORNER THEREOF; THENCE NORTH 36° 09' WEST AND ALONG THE SOUTHWESTERLY LINE OF SAID LOTS 36 AND 39 FOR A DISTANCE OF 141.00 FEET TO THE POINT OF BEGINNING.

APN: 264-15-065 (A PORTION)

PARCEL SIXTEEN:

ALL OF LOTS 32, 33, 34 AND 35, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF WRIGHT'S SUBDIVISION", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON FEBRUARY 25, 1893 IN [BOOK "G" OF MAPS, AT PAGE 49](#).

APN: 264-15-065 (A PORTION)

PARCEL SEVENTEEN:

ALL OF LOT 28, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF WRIGHT'S SUBDIVISION", WHICH MAP WAS FILED ON FEBRUARY 25, 1893 IN [BOOK "G" OF MAPS, AT PAGE 49](#).

APN: 264-15-018

PARCEL EIGHTEEN:

ALL OF LOTS 27, 29, 30, AND 31, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF WRIGHT'S SUBDIVISION", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE

COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON FEBRUARY 25, 1893 IN [BOOK "G" OF MAPS, AT PAGE 49](#).

APN: 264-15-015, 264-15-016, 264-15-017 AND 264-15-019

PARCEL NINETEEN:

PARCEL 2 OF THAT CERTAIN PARCEL MAP ENTITLED "BEING A PORTION OF THE "RANCHO LOS COCHES" AS FILED IN [BOOK A OF MAPS, AT PAGE 47](#)," SAID PARCEL MAP WAS FILED AUGUST 22, 1980, IN [BOOK 469 OF MAPS, PAGE 28](#) SANTA CLARA COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION TO MAURICE MITHCELL, AN INDIVIDUAL RECORDED FEBRUARY 10, 1994, INSTRUMENT NO. [12352264](#), SANTA CLARA COUNTY RECORDS.

APN: 264-15-034

PARCEL TWENTY:

COMMENCING ON THE SOUTHERLY LINE OF SAN CARLOS STREET, AS IT FORMERLY EXISTED, AT THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL CONVEYED BY THE SOUTHERN PACIFIC COMPANY TP ORCHARD SUPPLY BUILDING COMPANY BY DEED RECORDED IN [BOOK 1429 AT PAGE 501](#), SANTA CLARA COUNTY OFFICIAL RECORDS; THENCE ALONG SAID SOUTHERLY LINE NORTH 86° 44' EAST, 41.35 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 15° 58' 39" WEST, 64.63 FEET TO A WESTERLY LINE OF THE HEREINABOVE MENTIONED PARCEL CONVEYED BY SOUTHERN PACIFIC COMPANY; THENCE ALONG SAID WESTERLY LINE NORTH 21° 27' 30" WEST, 64.23 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF LOT 16 OF THE SUBDIVISION OF THE SUNOL PARTITION OF THE LOS COCHES RANCHO.

APN: 264-15-022

NOTICE I

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

NOTICE II

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:
Franchise Tax Board
Withhold at Source Unit
P.O. Box 651
Sacramento, CA 95812-0651
(916) 845-4900

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building;
 - (b) zoning;
 - (c) land use;
 - (d) improvements on the Land;
 - (e) land division; and
 - (f) environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

Your Deductible Amount	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:

- (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
- (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an

accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - a. a fraudulent conveyance or fraudulent transfer; or
 - b. a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a. a fraudulent conveyance or fraudulent transfer, or
 - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.