

From: [Phan, Johnny](#)
To: [Downtown West Project](#)
Subject: FW: Autumn Parcels - Title Policies and Surveys
Date: Tuesday, April 6, 2021 2:50:51 PM
Attachments: [ALTA Survey 240 N Montgomery-c.pdf](#)
[Title Policy 260 N. Montgomery and 255 N. Autumn-c.pdf](#)
[ALTA Survey 260 N Montgomery and 255 N Autumn-c.pdf](#)
[Title Policy - 240 N. Montgomery-c.pdf](#)

From: Miller, Gregg <gmler@coblenzlaw.com>
Sent: Tuesday, March 9, 2021 5:05 PM
To: Phan, Johnny <Johnny.Phan@sanjoseca.gov>
Subject: Autumn Parcels - Title Policies and Surveys

[External Email]

Johnny: here are existing ALTA surveys and title policies for the Autumn parcels. I have additional docs, such as Phase Is, that I will send later today (hopefully). Large files so I may have to send one at a time. Thanks,

Gregg Miller

Coblentz Patch Duffy & Bass LLP

One Montgomery Street, Suite 3000

San Francisco, CA 94104

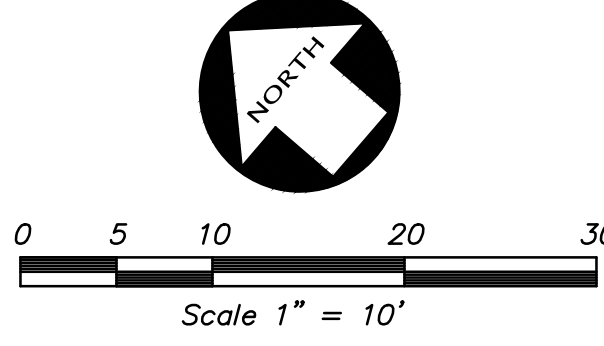
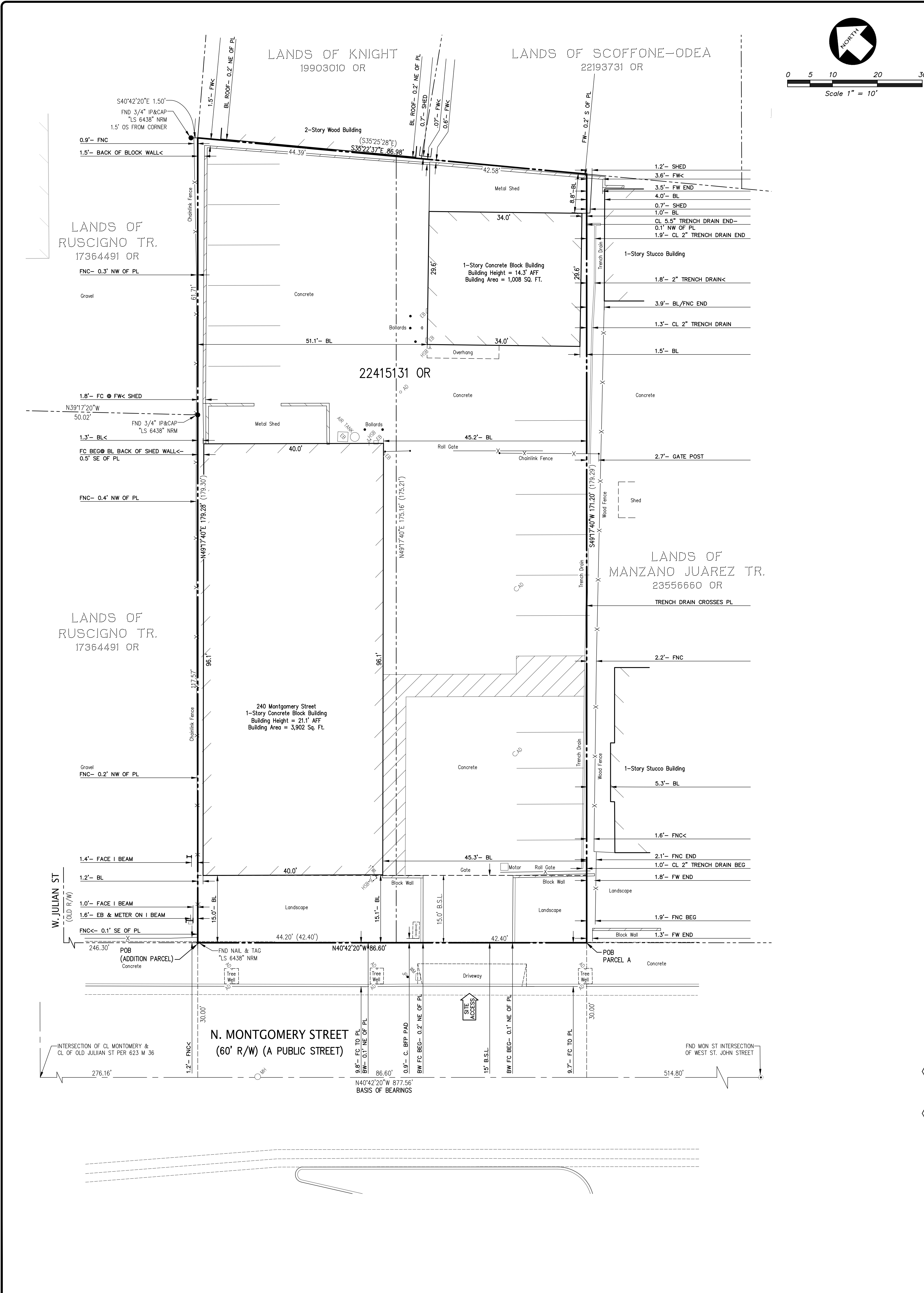
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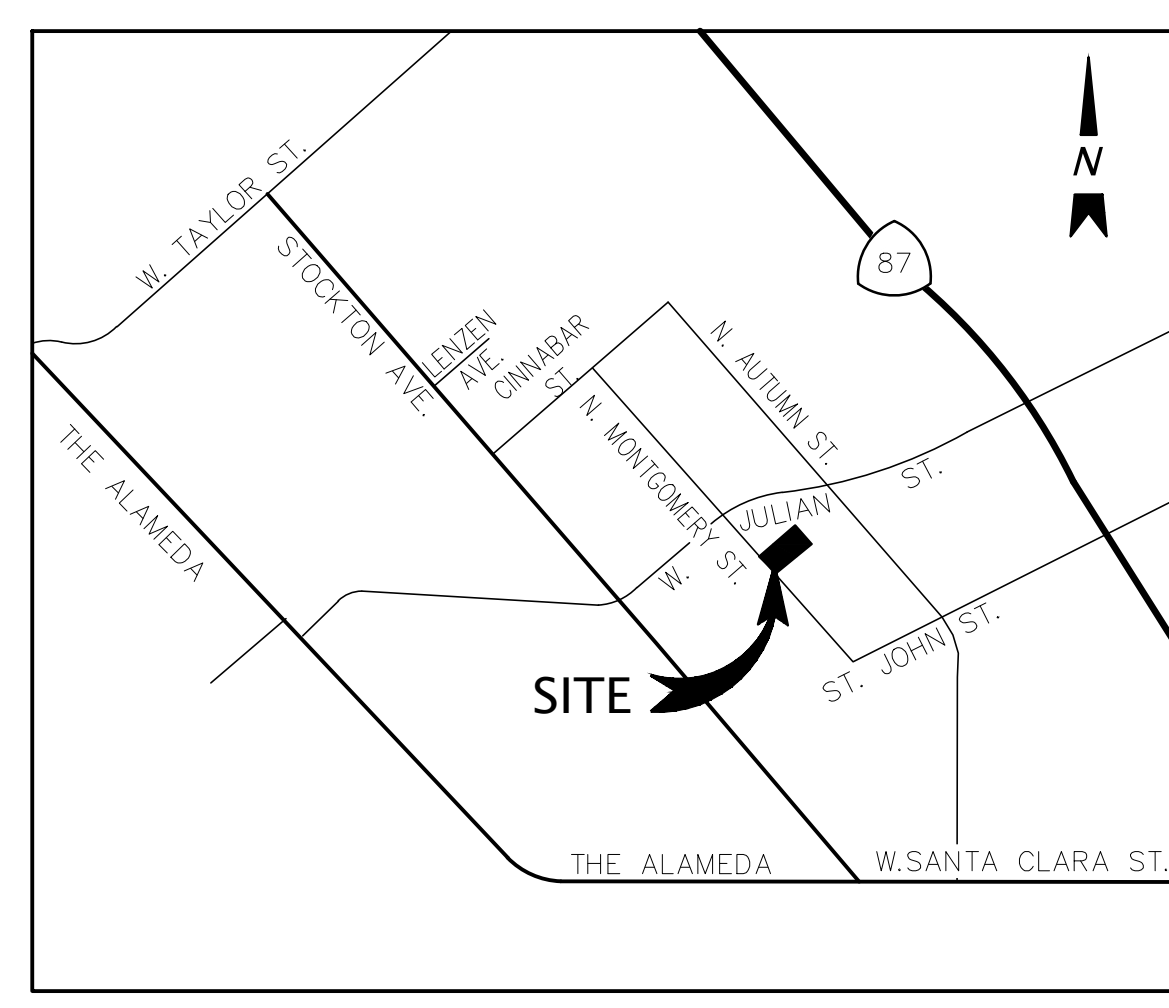


LEGEND

[Symbol]	BUILDING LINE
[Symbol]	CENTERLINE
[Symbol]	CONCRETE BLOCK/RETAINING WALL
[Symbol]	CONCRETE CURB & GUTTER
[Symbol]	DRIVEWAY
[Symbol]	EASEMENT LINE
[Symbol]	FENCE LINE
[Symbol]	LOT LINE
[Symbol]	MONUMENT/MONUMENT LINE
[Symbol]	PROPERTY LINE
[Symbol]	SANITARY SEWER-MANHOLE & CLEANOUT
[Symbol]	SEWER
[Symbol]	SIDEWALK
[Symbol]	BACKFLOW PREVENTION DEVICE
[Symbol]	HOSEBB
[Symbol]	GAS METER
[Symbol]	HANDICAP SYMBOL
[Symbol]	HOSE
[Symbol]	POWER POLE/JUNT POLE
[Symbol]	UTILITY BOX
[Symbol]	WATER VALVE
[Symbol]	ANGLE POINT
[Symbol]	ITEM NO. IN TITLE REPORT
[Symbol]	NO. OF PARKING SPACES (ACCESSIBLE)
[Symbol]	NO. OF PARKING SPACES (COMPACT)
[Symbol]	NO. OF PARKING SPACES (STANDARD)

ABBREVIATIONS

BEG	BEGIN
BFP	BACK FLOW PREVENTER
BL	BUILDING LINE
B.S.L.	BUILDING SETBACK LINE
BW	BACK OF WALK
CL	CENTER LINE
EB	ELECTRIC BOX
FC	FACE OF CURB
FENCE	FENCE
FND	FOUND
FM	FACE OF WALL
GM	GAS METER/METER
HSB	HOSEBB
JP	JOINT POWER POLE
MH	MANHOLE
MON	MONUMENT
NE	NORTH EAST
NEM	NON RECORD MONUMENT
NW	NORTH WEST
PL	PROPERTY LINE
SE	SOUTH EAST
SW	SOUTH WEST
WL	WALK LIGHT
WM	WATER METER



2016 ALTA/NSPS TABLE A OPTIONAL SURVEY ITEMS

- THE SUBJECT PROPERTY ADDRESS IS KNOWN AS: 240 NORTH MONTGOMERY ST, SAN JOSE.
- THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR SANTA CLARA COUNTY, CALIFORNIA, MAP NUMBER 060500234H 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 OBTAINED FROM THE CITY OF SAN JOSE, PUBLIC WORKS DEPARTMENT ON MARCH 15, 2018.
- GROSS LAND AREA: 15,176± SQUARE FEET OR 0.3484± ACRES.
- THE SUBJECT PROPERTY IS CURRENTLY ZONED: HI (HEAVY INDUSTRIAL)
THE CURRENT BUILDING SETBACKS FOR THIS ZONING DESIGNATION ARE:
FRONT: 15 FEET
SIDE: 0 FEET
REAR: 0 FEET
MAXIMUM BUILDING HEIGHT: 50 FEET (UNLESS A DIFFERENT MAXIMUM IS ESTABLISHED IN CHAPTER 20.85)
EXCEPTIONS FOR THE BUILDING SETBACKS ARE LOCATED IN CHAPTERS 20.50.230 AND 20.50.240 OF THE CITY OF SAN JOSE MUNICIPAL CODE.
PARKING REQUIREMENTS FOR THIS ZONING DESIGNATION ARE BASED ON THE USE OF THE SUBJECT PROPERTY:
VEHICLE RELATED USES, ACCESSORY INSTALLATION, PASSENGER VEHICLES AND PICK-UP TRUCKS: 4 PER VEHICLE WORK STATION, PLUS 1 PER EMPLOYEE.
INFORMATION OBTAINED FROM THE CITY OF SAN JOSE, PLANNING DEPARTMENT ON MARCH 8, 2018.

GENERAL NOTES

- ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- APN: 259-29-103
- THIS SURVEY WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED AS OF FEBRUARY 1, 2018, ORDER NUMBER NCS-890742-SC, FURNISHED TO KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC BY TRAMMELL CROW ON MARCH 2, 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 40° 42' 20" WEST TAKEN ON THE MONUMENT LINE OF NORTH MONTGOMERY STREET AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD ON JANUARY 28, 1991, IN BOOK 623 OF MAPS AT PAGES 36 AND 37, OFFICIAL RECORDS OF CONTRA 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, PIPING, UNDERGROUND TANKS, AND ANY OTHER SUBSURFACE STRUCTURES NOT REVEALED BY A SURFACE INSPECTION.

TITLE EXCEPTION NOTES

- NOTE: THE FOLLOWING ITEMS CONTAINED IN THE HEREON REFERENCED PRELIMINARY TITLE REPORT ARE NOT A MATTER OF SURVEY: 1, 2, 3, 6, AND 7.
- THE EFFECTS OF THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE JULIAN-STOCKTON REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY THAT CERTAIN DOCUMENT RECORDED ON NOVEMBER 3, 1980 IN BOOK 7704, PAGE 273, OFFICIAL RECORDS OF SANTA CLARA COUNTY. (THERE ARE NO PLOTTABLE ITEMS IN SAID DOCUMENT.)
 - REFERENCE IS MADE TO THE SUBJECT DOCUMENTS FOR PARTICULARS
 - THE EFFECTS OF THOSE CERTAIN TERMS & CONDITIONS/PROVISIONS AS CONTAINED IN THE DOCUMENT ENTITLED "CERTIFICATE OF PERMIT", RECORDED ON FEBRUARY 3, 2004 AS INSTRUMENT NO. 17599606, OFFICIAL RECORDS OF SANTA CLARA COUNTY. (THERE ARE NO PLOTTABLE ITEMS IN SAID DOCUMENT.)
 - REFERENCE IS MADE TO THE SUBJECT DOCUMENT FOR PARTICULARS.

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
PARCEL A AS SHOWN ON LOT LINE ADJUSTMENT PERMIT NO. AT04-018, AS EVIDENCED BY DOCUMENT RECORDED MAY 05, 2004 AS DOCUMENT NO. 17768219 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF MONTGOMERY STREET (60 FEET WIDE), DISTANT THEREON 332.90 FEET FROM THE POINT OF INTERSECTION WITH THE FORMER SOUTHEASTERLY LINE OF JULIAN STREET (60 FEET WIDE); THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, N 40° 42' 20" W, 42.40 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE OF MONTGOMERY STREET, N 49° 17' 40" E, 175.21 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE THE LANDS OF THOMAS MALLOY AS CONVEYED BY CHARLES B. POLHEMUS BY DEED DATED JANUARY 17, 1867 AND RECORDED OCTOBER 19, 1867 IN BOOK "2" OF DEEDS, PAGE 307, OFFICIAL RECORDS OF SANTA CLARA COUNTY; THENCE ALONG SAID SOUTHWESTERLY LINE, S 35° 25' 28" E, 44.39 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE, N 49° 17' 40" W, 175.21 FEET TO THE INTERSECTION WITH SAID NORTHEASTERLY LINE OF MONTGOMERY STREET AND THE POINT OF BEGINNING OF THIS DESCRIPTION.
AND, IN ADDITION THERETO, THE FOLLOWING AREA:
BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF MONTGOMERY STREET (60 FEET WIDE), DISTANT THEREON 246.30 FEET FROM THE POINT OF INTERSECTION WITH THE FORMER SOUTHEASTERLY LINE OF JULIAN STREET (60 FEET WIDE); THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE OF MONTGOMERY STREET, N 49° 17' 40" E, 175.21 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE THE LANDS OF THOMAS MALLOY AS CONVEYED BY CHARLES B. POLHEMUS BY DEED DATED JANUARY 17, 1867 AND RECORDED OCTOBER 19, 1867 IN BOOK "2" OF DEEDS, PAGE 307, OFFICIAL RECORDS OF SANTA CLARA COUNTY; THENCE ALONG SAID SOUTHWESTERLY LINE, S 35° 25' 28" E, 44.39 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE, N 49° 17' 40" W, 175.21 FEET TO THE INTERSECTION WITH SAID NORTHEASTERLY LINE OF MONTGOMERY STREET; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, N 40° 42' 20" W, 42.40 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

TO: TC AGOG 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 MARCH 14, 2018.
KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.
Gary K. Lamb
GARY K. LAMB, PLS. 6627
Exp. 12-31-19
12/31/2019
GLAMB@KIERWRIGHT.COM
LICENSED LAND SURVEYOR
GARY K. LAMB
No. 6627
Exp. 12-31-19
03-14-18
DATE

BY						
REVISION						
NO.						
NO.						
NO.						
NO.						

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

ALTA/NSPS LAND TITLE SURVEY
OF
240 NORTH MONTGOMERY STREET
FOR
TC AGOG ASSOCIATES, LLC

SAN JOSE, CALIFORNIA

DATE	MARCH, 2018
SCALE	1" = 10'
SURVEYOR	GKL
DRAWN BY	REG
JOB NO.	A16718-29
SHEET	1
OF	1 SHEETS



OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental

police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

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 Risks 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.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs,

attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

POLICY OF TITLE INSURANCE



SCHEDULE A

First American Title Insurance Company

Name and Address of the issuing Title Insurance Company:

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

File No.: **NCS-909764-1-SC**

Policy No.: **909764-1**

Address Reference: 260 North Montgomery Street and 255 North Autumn Street, San Jose, CA 95110

Amount of Insurance: \$3,000,000.00

Date of Policy: August 15, 2019 at 9:25 A.M.

1. Name of Insured:

Google LLC, a Delaware limited liability company

2. The estate or interest in the Land that is insured by this policy is:

A Fee

3. Title is vested in:

Google LLC, a Delaware limited liability company

4. The Land referred to in this policy is described as follows:

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

PARCEL ONE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF AUTUMN STREET, DISTANT THEREON SOUTH 40° 40' EAST 168 FEET FROM THE POINT OF INTERSECTION OF THE WESTERLY LINE OF AUTUMN STREET WITH THE SOUTHERLY LINE OF JULIAN STREET; THENCE RUNNING SOUTH 40° 40' EAST AND ALONG THE WESTERLY LINE OF AUTUMN STREET 98.72 FEET TO A STAKE STANDING AT THE MOST EASTERLY CORNER OF LAND DESCRIBED IN THE DEED FROM CHARLES B. POLHEMUS TO THOMAS S. NAGLEE, DATED FEBRUARY 12, 1868 AND RECORDED FEBRUARY 12, 1868 IN BOOK 8 OF DEEDS, PAGE 302, SANTA CLARA COUNTY RECORDS; THENCE RUNNING ALONG THE SOUTHEASTERLY LINE OF SAID LAND SO DESCRIBED IN THE DEED TO THOMAS S. NAGLEE SOUTH 59° 30' WEST 115 FEET TO A STAKE AND SOUTH 49° 20' WEST 60.74 FEET TO A STAKE AT THE MOST SOUTHERLY CORNER OF SAID LAND; THENCE RUNNING ALONG THE SOUTHWESTERLY LINE OF SAID LAND, NORTH 39° 20' WEST 78.40 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM THOMAS NAGLEE TO HENRY HOGAN, DATED SEPTEMBER 18, 1868 AND RECORDED SEPTEMBER 26, 1868 IN BOOK 11 OF DEEDS, PAGE 191, SANTA CLARA COUNTY RECORDS; THENCE RUNNING NORTH 49° 20' EAST 168.64 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF STOCKTON RANCHO.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THE DEED FROM JOSEPH M. GAGLIARDI, ET AL, TO ALBERT AGUILAR, ET UX, DATED MARCH 8, 1943 AND RECORDED MARCH 11, 1943 IN BOOK 1125 OFFICIAL RECORDS, PAGE 552, AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF AUTUMN STREET AT THE MOST EASTERLY CORNER OF LAND DESCRIBED IN THE DEED FROM CHARLES B. POLHEMUS TO THOMAS

NAGLEE, DATED FEBRUARY 12, 1868 AND RECORDED FEBRUARY 12, 1868 IN BOOK 8 OF DEEDS, PAGE 302, SANTA CLARA COUNTY RECORDS, AND RUNNING THENCE ALONG THE SOUTHWESTERLY LINE OF AUTUMN STREET, NORTH 40° 40' WEST 5.47 FEET TO A 3/4 INCH PIPE; THENCE AT RIGHT ANGLES SOUTH 49° 20' WEST 30.51 FEET TO A 3/4 INCH PIPE IN THE SOUTHEASTERLY LINE OF SAID LAND DESCRIBED IN THE DEED TO THOMAS NAGLEE; THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 59° 30' EAST 31 FEET TO THE PLACE OF BEGINNING. BEING A PORTION OF SAID LAND DESCRIBED IN THE DEED TO THOMAS NAGLEE AND SITUATED IN THE CITY OF SAN JOSE

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THE DEED FROM RAYMOND H. ANDRE AND EVA V. ANDRE, HUSBAND AND WIFE, TO GUS JANS AND ROSE JANS, HUSBAND AND WIFE, DATED APRIL 19, 1945 AND RECORDED OCTOBER 24, 1945 IN BOOK 1307 OFFICIAL RECORDS, PAGE 59; AND PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF AUTUMN STREET, DISTANT THEREON NORTH 40° 40' WEST 5.47 FEET FROM THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM CHARLES B. POLHEMUS TO THOMAS NAGLEE, DATED FEBRUARY 12, 1868 AND RECORDED FEBRUARY 12, 1868 IN BOOK 8 OF DEEDS, AT PAGE 302, SANTA CLARA COUNTY RECORDS; THENCE ALONG SAID LINE OF AUTUMN STREET, NORTH 40° 40' WEST 5.0 FEET; THENCE IN A DIRECT LINE SOUTHWESTERLY 115 FEET, MORE OR LESS, TO AN ANGLE IN THE SOUTHEASTERLY LINE OF SAID LANDS SO DESCRIBED IN THE DEED TO THOMAS NAGLEE AFOREMENTIONED; THENCE NORTHEASTERLY AND ALONG THE SOUTHEASTERLY LINE OF SAID LANDS AFOREMENTIONED NORTH 59° 30' EAST 84.25 FEET TO THE POINT OF INTERSECTION OF SAID LAND WITH A LINE DRAWN SOUTH 49° 20' WEST FROM THE POINT OF BEGINNING; THENCE NORTH 49° 20' EAST 30.51 FEET TO SAID POINT OF BEGINNING, BEING A PORTION OF SAID LANDS SO DESCRIBED IN THE DEED TO THOMAS S. NAGLEE AFOREMENTIONED, SITUATED IN THE STOCKTON RANCHO.

PARCEL TWO:

BEGINNING AT A POINT ON THE EASTERLY LINE OF MONTGOMERY STREET, DISTANT THEREON SOUTH 40° 45' EAST 246.30 FEET FROM THE INTERSECTION OF SAID LINE OF MONTGOMERY STREET WITH THE SOUTHERLY LINE OF JULIAN STREET, AND RUNNING THENCE NORTHERLY ALONG SAID LINE OF MONTGOMERY STREET, NORTH 40° 45' WEST 50.0 FEET; THENCE AT RIGHT ANGLE NORTH 49° 15' EAST 117.0 FEET TO THE SOUTHWESTERLY LINE OF PARCEL OF LAND CONVEYED BY CHARLES B. POLHEMUS TO THOMAS S. NAGLEE, BY DEED DATED FEBRUARY 12, 1868 AND RECORDED FEBRUARY 12, 1868 IN BOOK 8 OF DEEDS, PAGE 302; THENCE ALONG SAID LINE, SOUTH 39° 20' EAST 50.0 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER THEREOF, AND IN THE NORTHERLY LINE OF THE PARCEL OF LAND CONVEYED BY CHARLES B. POLHEMUS TO B. J. RHODES, AND WM. R. FRISBIE, BY DEED DATED MARCH 17, 1868 AND RECORDED MARCH 18, 1868 IN BOOK 8 OF DEEDS PAGE 491; THENCE SOUTH 49° 15' WEST 116.57 FEET TO THE PLACE OF BEGINNING, AND BEING A PORTION OF THE RANCHO POTRERO DE SANTA CLARA.

SCHEDULE B

File No.: **NCS-909764-1-SC**

Policy No.: **909764-1**

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. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.
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, arising as a result of the transfer of title to, or work performed by or on behalf of, TC Agoge Associates, LLC, a Delaware limited liability company, or Google LLC, a Delaware limited liability company.
3. The fact that the land lies within the boundaries of the Julian-Stockton Redevelopment Project Area, as disclosed by the document recorded November 03, 1980 as Book F704, Page 273 as Instrument No. 6889963 of Official Records.
4. The following matters disclosed by an ALTA/NSPS survey made by Kier & Wright Civil Engineers & Surveyors, Inc. on September 21, 2018, designated Job No. A16718-33:
 - a. The fact that the chain link fence encroaches over the boundaries of the Land.
 - b. The fact that overhead lines extend across the Land without the benefit of an easement.
5. Rights of the following tenant(s), as tenant(s) only:
 - a. Outfront Media.

End of Schedule B

**ACCESS AND ENTRY
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: 909764-1

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) Parcel One of the Land does not abut and have both actual vehicular and pedestrian access to and from North Autumn Street (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting Parcel One of the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**ACCESS AND ENTRY
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: 909764-1

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) Parcel Two of the Land does not abut and have both actual vehicular and pedestrian access to and from North Montgomery Street (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting Parcel Two of the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**MULTIPLE TAX PARCEL
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: 909764-1

The Company insures against loss or damage sustained by the Insured by reason of:

1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Parcel:	Tax Identification Numbers:
Parcel One	259-29-020
Parcel Two	259-29-012

2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments or other charges imposed on the servient estate by a governmental authority.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

ENDORSEMENT

Attached to Policy No. 909764-1

Issued by

First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of a portion of the Southwesterly boundary of Parcel One of the Land to be contiguous to the Northeasterly boundary of Parcel Two of the Land; or
2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

American Land Title Association
Endorsement 19-06 (Contiguity-Multiple Parcels)
Adopted 6/17/06

SAME AS SURVEY ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 909764-1

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Kier & Wright Civil Engineers & Surveyors, Inc. dated September 21, 2018, and designated Job No. A16718-33.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

POLICY AUTHENTICATION ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 909764-1

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

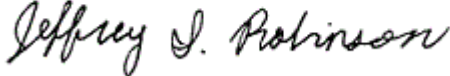
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary



First American Title

Privacy Information

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 subsidiaries 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 that 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.

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.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

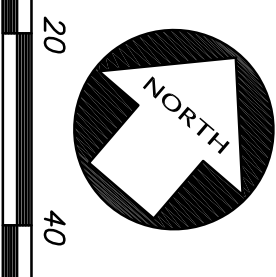
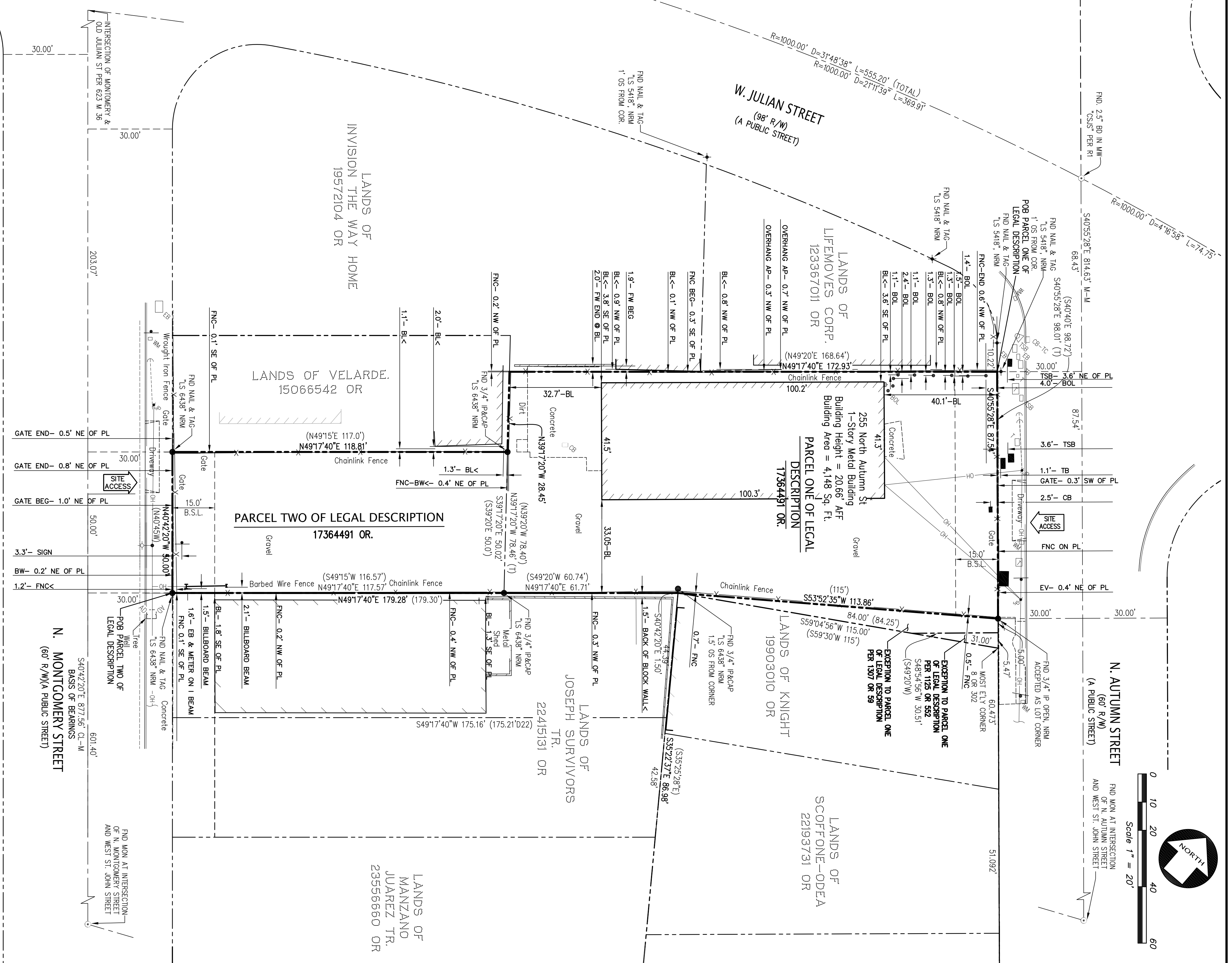
Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

R=1000.00



Scale 1" = 20'

GENERAL NOTES

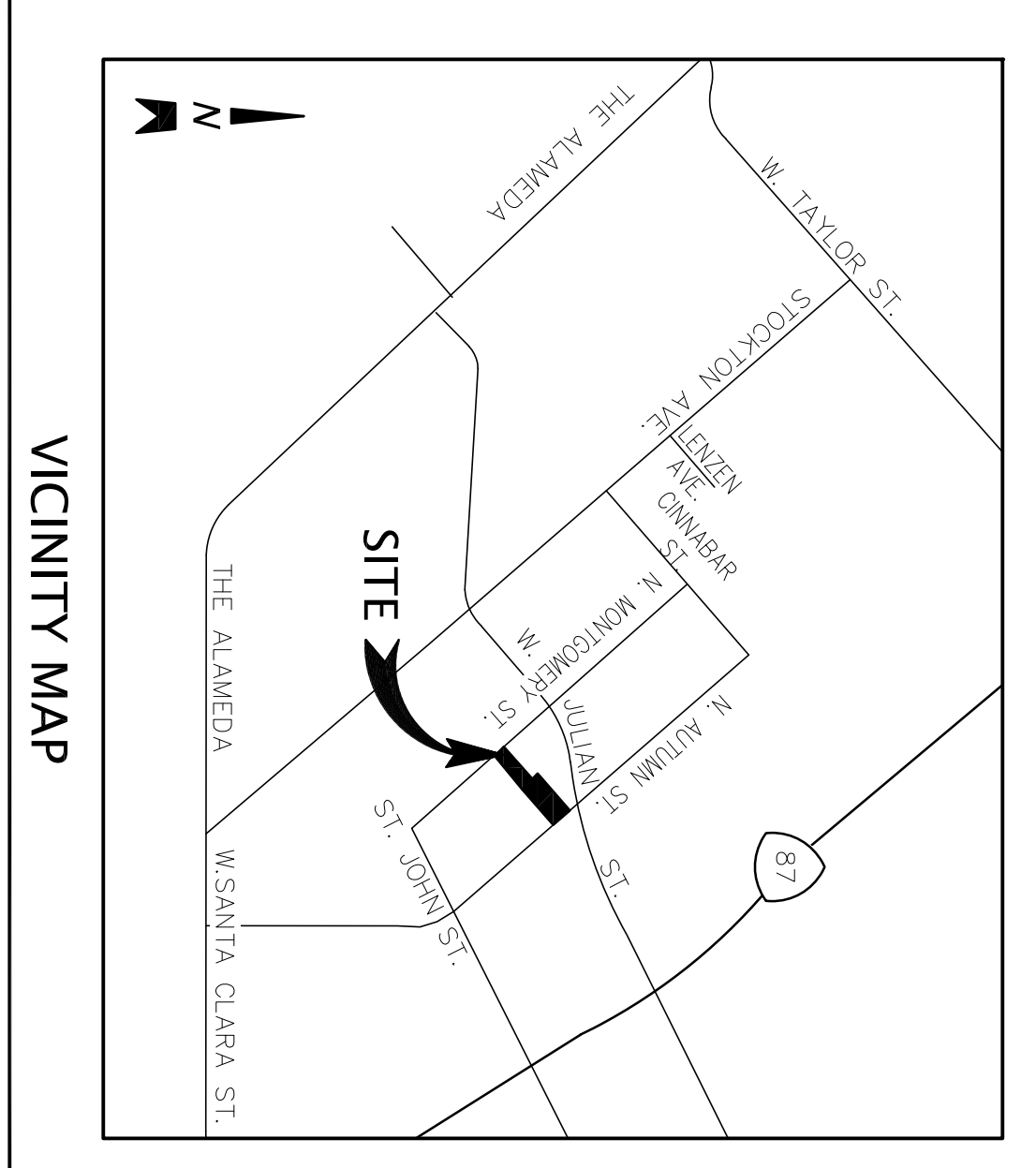
1. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. APN: 299-29-020 AND 299-29-012
3. THIS SURVEY WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED AS OF AUGUST 14, 2018. ORDER NUMBER NSJ-999764-52. FURNISHED TO KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC BY TC AGOGE ON AUGUST 31, 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 40° 42' 20" WEST TAKEN ON THE MONUMENT LINE OF NORTH MONTGOMERY STREET AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD ON JANUARY 28, 1991, IN BOOK 623 OF MAPS AT PAGES 38 AND 37, OFFICIAL RECORDS OF CONTRA 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, SHAFTS, SHORING, STRUCTURAL PILES, UTILITY VALVES, PIPES, UNDERGROUND TANKS, AND ANY OTHER SUBSURFACE STRUCTURES NOT REVEALED BY A SURFACE INSPECTION.

2016 ALTA/NSPS TABLE A OPTIONAL SURVEY ITEMS

2. THE SUBJECT PROPERTY ADDRESS IS KNOWN AS: 260 NORTH MONTGOMERY STREET & 255 NORTH AUTUMN STREET, SAN JOSE.
3. THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NUMBER 17034 (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".
4. GROSS LAND AREA, 20,078.3 SQUARE FEET OR 0.46554 ACRES.
- 6(A). 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 PORTION OF THE SUBJECT PROPERTY KNOWN AS 260 NORTH MONTGOMERY STREET IS CURRENTLY ZONED: "M" (HEAVY INDUSTRIAL). THE CURRENT BUILDING SETBACKS FOR THIS ZONING DESIGNATION ARE:
 SETBACKS: 5 FEET FRONT; 0 FEET SIDE; 0 FEET REAR.
 MAXIMUM BUILDING HEIGHT: 50 FEET (UNLESS A DIFFERENT MAXIMUM IS ESTABLISHED IN CHAPTER 20.65)
 EXCEPTIONS FOR THE BUILDING SETBACKS ARE LOCATED IN CHAPTERS 20.60.230 AND 20.60.240 OF THE CITY OF SAN JOSE MUNICIPAL CODE. PARKING REQUIREMENTS: PARKING REQUIREMENTS FOR THIS ZONING DESIGNATION ARE BASED ON THE USE OF THE SUBJECT PROPERTY.
 COMMERCIAL SUPPORT: 1 SPACE PER 350 SF. OF FLOOR AREA.
 INFORMATION OBTAINED FROM THE CITY OF SAN JOSE, PLANNING DEPARTMENT ON SEPTEMBER 19, 2018.
- 6(B). THE BUILDING SETBACK LINES HAVE BEEN PLOTTED HEREON.
- 7(A). EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL, SHOWN HEREON.
- 7(B)(1). THE BUILDING AREAS SHOWN HEREON WERE DERIVED FROM MEASUREMENTS TAKEN ALONG THE OUTSIDE ENCLOSED FACE OF THE BUILDING ENVELOPE AS DIMENSIONED HEREON.
- 7(C). MEASURED HEIGHT OF ALL BUILDINGS SHOWN HEREON. (TAKEN FROM THE FINISH FLOOR)
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY, SUCH AS PARKING LOTS, BILLBOARDS, SIGNS, SWIMMING POOLS, LANDSCAPED AREAS, ETC. SHOWN HEREON.
13. NAMES OF ADJOINING OWNERS OF PLATTED LANDS ACCORDING TO CURRENT PUBLIC RECORDS, SHOWN HEREON.
14. DISTANCE TO THE NEAREST INTERSECTING STREET AS SPECIFIED BY THE CLIENT, SHOWN HEREON.
16. AS OF THE DATE OF THIS SURVEY, THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
17. 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.
18. AS OF THE DATE OF THIS SURVEY, THERE IS NO OBSERVED EVIDENCE OF METAL MARKERS WITHIN THE BOUNDARY OF THE SUBJECT PROPERTY.

AC	BUILDING LINE
AP	CONCRETE/BLK/RETAINING WALL
BE	CONCRETE CURB & GUTTER
BL	DRIVEWAY
BOD	ESSENTIAL LINE
BOL	ESSENTIAL LINE
BWL	ESSENTIAL LINE
CB	ESSENTIAL LINE
CG	ESSENTIAL LINE
COR	ESSENTIAL LINE
E	ESSENTIAL LINE
EE	ESSENTIAL LINE
EP	ESSENTIAL LINE
FB	ESSENTIAL LINE
FNC	ESSENTIAL LINE
FN	ESSENTIAL LINE
FO	ESSENTIAL LINE
FR	ESSENTIAL LINE
GA	ESSENTIAL LINE
GM	ESSENTIAL LINE
GN	ESSENTIAL LINE
GP	ESSENTIAL LINE
GR	ESSENTIAL LINE
GS	ESSENTIAL LINE
GT	ESSENTIAL LINE
HA	ESSENTIAL LINE
HB	ESSENTIAL LINE
HC	ESSENTIAL LINE
HD	ESSENTIAL LINE
HE	ESSENTIAL LINE
HF	ESSENTIAL LINE
HG	ESSENTIAL LINE
HH	ESSENTIAL LINE
HI	ESSENTIAL LINE
HJ	ESSENTIAL LINE
HK	ESSENTIAL LINE
HL	ESSENTIAL LINE
HM	ESSENTIAL LINE
HN	ESSENTIAL LINE
HO	ESSENTIAL LINE
HP	ESSENTIAL LINE
HR	ESSENTIAL LINE
HS	ESSENTIAL LINE
HT	ESSENTIAL LINE
HU	ESSENTIAL LINE
HV	ESSENTIAL LINE
HW	ESSENTIAL LINE
HX	ESSENTIAL LINE
HY	ESSENTIAL LINE
HZ	ESSENTIAL LINE

AC	ASPHALT CONCRETE
AN	ANGLE POINT
BE	BEGIN
BL	BUILDING LINE
BOD	BUILDING
BOL	BUILDING
BWL	BUILDING
CB	CATCH BASIN
CG	CATCH BASIN
COR	CORNER
E	EAST
EE	ELECTRIC BOX
EP	ELECTRIC FLOOR
FB	FOUNDATION
FNC	FENCE
FN	FOUND
FR	FACE OF WALL
GA	GAS METER
GM	GAS METER
GN	GAS METER
GP	GAS METER
GR	GAS METER
GS	GAS METER
GT	GAS METER
HA	HAZARDOUS WASTE
HB	HAZARDOUS WASTE
HC	HAZARDOUS WASTE
HD	HAZARDOUS WASTE
HE	HAZARDOUS WASTE
HF	HAZARDOUS WASTE
HG	HAZARDOUS WASTE
HH	HAZARDOUS WASTE
HI	HAZARDOUS WASTE
HJ	HAZARDOUS WASTE
HK	HAZARDOUS WASTE
HL	HAZARDOUS WASTE
HM	HAZARDOUS WASTE
HN	HAZARDOUS WASTE
HO	HAZARDOUS WASTE
HP	HAZARDOUS WASTE
HR	HAZARDOUS WASTE
HS	HAZARDOUS WASTE
HT	HAZARDOUS WASTE
HU	HAZARDOUS WASTE
HV	HAZARDOUS WASTE
HW	HAZARDOUS WASTE
HX	HAZARDOUS WASTE
HY	HAZARDOUS WASTE
HZ	HAZARDOUS WASTE



LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
 PARCEL ONE:
 BEGINNING AT A POINT ON THE WESTERLY LINE OF AUTUMN STREET, DISTANT THEREON SOUTH 40° 40' EAST 86 FEET FROM THE POINT OF BEGINNING OF THE WESTERLY LINE OF AUTUMN STREET, THE WESTERLY LINE OF AUTUMN STREET 98.22 FEET TO A STAKE STATION AT THE MOST EASTERLY CORNER OF THE DEED DESCRIBED IN DEED FROM CHARLES B. POLHEMUS TO THOMAS S. MAGLEE, DATED FEBRUARY 12, 1868, AND RECORDED FEBRUARY 12, 1868 IN BOOK 8 OF DEEDS, PAGE 302, SANTA CLARA COUNTY RECORDS; THENCE RUNNING ALONG THE SOUTHWESTERLY LINE OF SAID LAND SO DESCRIBED IN THE DEED TO THOMAS S. MAGLEE SOUTH 59° 30' WEST 115 FEET TO A STAKE AND SOUTH 49° 20' WEST 60.74 FEET TO A STAKE AT THE MOST SOUTHERLY CORNER OF SAID LAND; THENCE RUNNING ALONG THE SOUTHWESTERLY LINE OF SAID LAND, NORTH 39° 20' WEST 78.40 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM THOMAS MAGLEE TO HENRY HOAG, DATED SEPTEMBER 18, 1868, AND RECORDED SEPTEMBER 26, 1868 IN BOOK 11 OF DEEDS, PAGE 191, SANTA CLARA COUNTY RECORDS; THENCE RUNNING NORTH 49° 20' EAST 108.64 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF STOCKTON RANCHO. EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THE DEED FROM JOSEPH M. CALABUR ET AL TO ALBERT AGUIAR ET UX, DATED MARCH 8, 1943 AND RECORDED MARCH 11, 1943 IN BOOK 1125 OFFICIAL RECORDS, PAGE 552, AS FOLLOWS:
 BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF AUTUMN STREET AT THE MOST EASTERLY CORNER OF LAND DESCRIBED IN THE DEED FROM CHARLES B. POLHEMUS TO THOMAS MAGLEE, DATED FEBRUARY 12, 1868 AND RECORDED FEBRUARY 12, 1868 IN BOOK 8 OF DEEDS, PAGE 302, SANTA CLARA COUNTY RECORDS; AND RUNNING THENCE ALONG THE SOUTHWESTERLY LINE OF AUTUMN STREET, NORTH 40° 40' WEST 5.47 FEET TO A 3/4" INCH PIPE; THENCE AT RIGHT ANGLES SOUTH 49° 20' WEST 30.51 FEET TO A 3/4" INCH PIPE IN THE SOUTHWESTERLY LINE OF SAID LAND DESCRIBED IN THE DEED TO THOMAS MAGLEE; THENCE ALONG SAID LAND DESCRIBED IN THE DEED TO THOMAS MAGLEE AND SITUATED IN THE CITY OF SAN JOSE.
 ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THE DEED FROM RAYMOND H. ANDER AND EVA V. ANDER, HUSBAND AND WIFE, TO GUS JANS AND ROSE JANS, HUSBAND AND WIFE, DATED APRIL 19, 1945, AND RECORDED OCTOBER 24, 1945 IN BOOK 1307 OFFICIAL RECORDS, PAGE 59, AND PARTICULARLY AS DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF AUTUMN STREET, DISTANT THEREON NORTH 40° 40' WEST 5.47 FEET FROM THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM CHARLES B. POLHEMUS TO THOMAS MAGLEE, DATED FEBRUARY 12, 1868 AND RECORDED FEBRUARY 12, 1868 IN BOOK 8 OF DEEDS, PAGE 302, SANTA CLARA COUNTY RECORDS; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAND DESCRIBED IN THE DEED TO THOMAS MAGLEE, NORTH 40° 40' WEST 5.47 FEET TO A 3/4" INCH PIPE; THENCE AT RIGHT ANGLES SOUTH 49° 20' WEST 30.51 FEET TO A 3/4" INCH PIPE IN THE SOUTHWESTERLY LINE OF SAID LAND DESCRIBED IN THE DEED TO THOMAS MAGLEE; THENCE ALONG SAID LAND DESCRIBED IN THE DEED TO THOMAS MAGLEE AND SITUATED IN THE CITY OF SAN JOSE.
 ALSO EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED IN THE DEED FROM RAYMOND H. ANDER AND EVA V. ANDER, HUSBAND AND WIFE, TO GUS JANS AND ROSE JANS, HUSBAND AND WIFE, DATED APRIL 19, 1945, AND RECORDED OCTOBER 24, 1945 IN BOOK 1307 OFFICIAL RECORDS, PAGE 59, AND PARTICULARLY AS DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE EASTERLY LINE OF MONTGOMERY STREET, DISTANT THEREON SOUTH 40° 45' EAST 246.50 FEET FROM THE INTERSECTION OF SAID LINE OF MONTGOMERY STREET WITH THE SOUTHERLY LINE OF N. MONTGOMERY STREET, THENCE NORTH 40° 45' EAST 117 FEET TO A STAKE STATION AT THE MOST EASTERLY CORNER OF PARCEL OF LAND CONVEYED BY CHARLES B. POLHEMUS TO THOMAS S. MAGLEE BY DEED DATED FEBRUARY 12, 1868 AND RECORDED FEBRUARY 12, 1868 IN BOOK 8 OF DEEDS, PAGE 302; THENCE ALONG SAID LINE, SOUTH 39° 20' EAST 50 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER THEREOF; AND IN THE NORTHERLY LINE OF THE PARCEL OF LAND CONVEYED BY CHARLES B. POLHEMUS TO B. J. FROES, AND WM. R. FRIEBE, BY DEED DATED MARCH 17, 1868 AND RECORDED MARCH 18, 1868 IN BOOK 8 OF DEEDS PAGE 491; THENCE SOUTH 49° 15' WEST 116.57 FEET TO THE PLACE OF BEGINNING, AND BEING A PORTION OF THE RANCHO POTRERO DE SANTA CLARA.

TITLE EXCEPTION NOTES

NOTE: THE FOLLOWING ITEMS CONTAINED IN THE HEREON REFERENCED PRELIMINARY TITLE REPORT ARE NOT A MATTER OF SURVEY 1-6 INCLUSIVE:

SURVEYOR'S CERTIFICATE

TO: TC AGOGE ASSOCIATES, LLC
 AND: FIRST AMERICAN TITLE INSURANCE COMPANY
 THIS IS TO CERTIFY THAT THIS MAP OR PLAN 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 SEPTEMBER 20, 2018.
 KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.
 GARY K. WRIGHT, P.L.S., 6827
 09/21/2018
 DATE
 LICENSED LAND SURVEYOR
 No. 6627
 STATE OF CALIFORNIA

NO.	BY	REVISION

ALTA/NSPS LAND TITLE SURVEY
 OF
260 N MONTGOMERY ST. AND 255 N AUTUMN ST
 FOR
TC AGOGE ASSOCIATES, LLC
 SAN JOSE, CALIFORNIA

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

DATE: SEPTEMBER, 2018
 SCALE: 1" = 20'
 SURVEYOR: CKL
 DRAWN BY: SS
 JOB NO.: A16718-33
 SHEET: 1
 OF 1 SHEETS



OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental

police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

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 Risks 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.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs,

attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- the Amount of Insurance; or
 - the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- the Amount of Insurance shall be increased by 10%, and
 - the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

POLICY OF TITLE INSURANCE



SCHEDULE A

First American Title Insurance Company

Name and Address of the issuing Title Insurance Company:

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

File No.: **NCS-890742-1-SC**

Policy No.: **890742-1**

Address Reference: 240 North Montgomery Street, San Jose, CA 95110

Amount of Insurance: \$1,900,000.00

Date of Policy: August 15, 2019 at 9:25 A.M.

1. Name of Insured:

Google LLC, a Delaware limited liability company

2. The estate or interest in the Land that is insured by this policy is:

A Fee

3. Title is vested in:

Google LLC, a Delaware limited liability company

4. The Land referred to in this policy is described as follows:

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

PARCEL A AS SHOWN ON LOT LINE ADJUSTMENT PERMIT NO. AT04-018, AS EVIDENCED BY DOCUMENT RECORDED MAY 05, 2004 AS DOCUMENT NO. 17768219 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF MONTGOMERY STREET (60 FEET WIDE), DISTANT THEREON 332.90 FEET FROM THE POINT OF INTERSECTION WITH THE FORMER SOUTHEASTERLY LINE OF JULIAN STREET (60 FEET WIDE); THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, N 40° 42' 20" W, 42.40 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE OF MONTGOMERY STREET, N 49° 17' 40" E, 175.21 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE THE LANDS OF THOMAS MALLOY AS CONVEYED BY CHARLES B. POLHEMUS BY DEED DATED JANUARY 17, 1867 AND RECORDED OCTOBER 19, 1867 IN BOOK "Z" OF DEEDS, PAGE 307, OFFICIAL RECORDS OF SANTA CLARA COUNTY; THENCE ALONG SAID SOUTHWESTERLY LINE, S 35° 25' 28" E, 42.58 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE, S 49° 17' 40" W, 171.29 FEET TO THE INTERSECTION WITH SAID NORTHEASTERLY LINE OF MONTGOMERY STREET AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

AND, IN ADDITION THERETO, THE FOLLOWING AREA:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF MONTGOMERY STREET (60 FEET WIDE), DISTANT THEREON 246.30 FEET FROM THE POINT OF INTERSECTION WITH THE FORMER SOUTHEASTERLY LINE OF JULIAN STREET (60 FEET WIDE); THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE OF MONTGOMERY STREET, N 49° 17' 40" E, 179.30 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE THE LANDS OF THOMAS MALLOY AS

CONVEYED BY CHARLES B. POLHEMUS BY DEED DATED JANUARY 17, 1867 AND RECORDED OCTOBER 19, 1867 IN BOOK "Z" OF DEEDS, PAGE 307, OFFICIAL RECORDS OF SANTA CLARA COUNTY; THENCE ALONG SAID SOUTHWESTERLY LINE, S 35° 25' 28" E, 44.39 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE, S 49° 17' 40" W, 175.21 FEET TO THE INTERSECTION WITH SAID NORTHEASTERLY LINE OF MONTGOMERY STREET; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, N 40° 42' 20" W, 42.40 FEET TO THE POINT OF BEGINNING.

SCHEDULE B

File No.: **NCS-890742-1-SC**

Policy No.: **890742-1**

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. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.
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, arising as a result of the transfer of title to, or work performed by or on behalf of, TC Agoge Associates, LLC, a Delaware limited liability company, or Google LLC, a Delaware limited liability company.
3. The fact that the land lies within the boundaries of the Julian-Stockton Redevelopment Project Area, as disclosed by the document recorded November 03, 1980 as Book F704, Page 273 of Official Records.
4. TERMS AND CONDITIONS of that certain Permit
File No.: RH03-004
Disclosed By: Certificate of Permit
Recorded: February 03, 2004 as Document No. 17599606, Official Records

Reference is hereby made to the record for particulars.

5. The following matters disclosed by an ALTA/NSPS survey made by Kier & Wright Civil Engineers & Surveyors, Inc. on March 14, 2018, designated Job No. A16718-29:
 - a. The fact that the fence extends across the Southeasterly and Northwesterly boundaries of the Land.
6. Rights of the following tenant(s), as tenant(s) only:
 - a. Frank A. Joseph, an individual.

End of Schedule B

**ACCESS AND ENTRY
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: 890742-1

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from North Montgomery Street (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**SINGLE TAX PARCEL
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: 890742-1

The Company insures against loss or damage sustained by the Insured by reason of the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

SAME AS SURVEY ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 890742-1

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Kier & Wright Civil Engineers & Surveyors, Inc. dated March 14, 2018, and designated Job No. A16718-29.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

POLICY AUTHENTICATION ENDORSEMENT

Issued by

First American Title Insurance Company

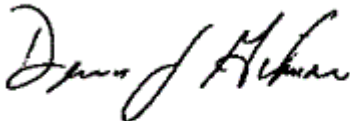
Attached to Policy No.: 890742-1

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary



First American Title

Privacy Information

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 subsidiaries 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 that 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.

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.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.