

CC 4-07-2026

#1

Active Transportation Plan

Supplemental Report



## PUBLIC WORKS DEPARTMENT

CITY HALL  
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255  
TELEPHONE: (408) 777-3354 • FAX: (408) 777-3333  
CUPERTINO.GOV

### CITY COUNCIL STAFF REPORT DESK ITEM

Meeting: April 07, 2026

#### Special Meeting Agenda Item # 1

#### Subject

An update on the development of the Active Transportation Plan, including a summary of Phase 2, explanations of plan edits, revised scoring criteria, and next steps

#### Recommended Action

Receive an update on the development of the Active Transportation Plan and provide feedback on the agenda packet attachments.

**Staff's responses to questions received are shown in italics.**

Q1: Attachment C - Prioritized Project list: Priority / Line item 9 - Location should be McClellan Undercrossing, and not Stevens Creek Undercrossing - based on all previous communications and revisions this seems an error. Please can we correct this error.

*Staff response: The name change was made to emphasize its location adjacent to Stevens Creek (the creek itself) . However, due to its potential confusion with the Boulevard, staff can change the project title back to the McClellan Road Undercrossing to reflect the roadway the undercrossing would travel beneath.*

Q2: Attachment G - Network Recommendation Maps - page 2 is showing existing and recommended bike network - somehow Don Burnett bridge is missing, thereby missing an important connector. Please can we correct this error.

*Staff response: It is correct that the bridge is erroneously missing in Attachment G. Attachment I contains the updated Existing and Recommended Bicycle Network Map.*

Q3: On Feb. 18 the bicycle & pedestrian commission moved a motion unanimously to "Eliminate 1.25 modifier by making balance in bicycle matrix to a negative score." The purpose of this recommendation was to provide better transparency and eliminate the

current convoluted way of equalizing scores between bicycle and pedestrian projects with a 1.25 modifier. It does not seem this has been taken into account with the materials provided for the April 7 city council meeting. It is important to note, this recommendation was driven by significant community input to consider the impact of projects against existing infrastructure (i.e. eliminating vehicle lanes and/or parking) . I am assuming this is an oversight that needs correction.

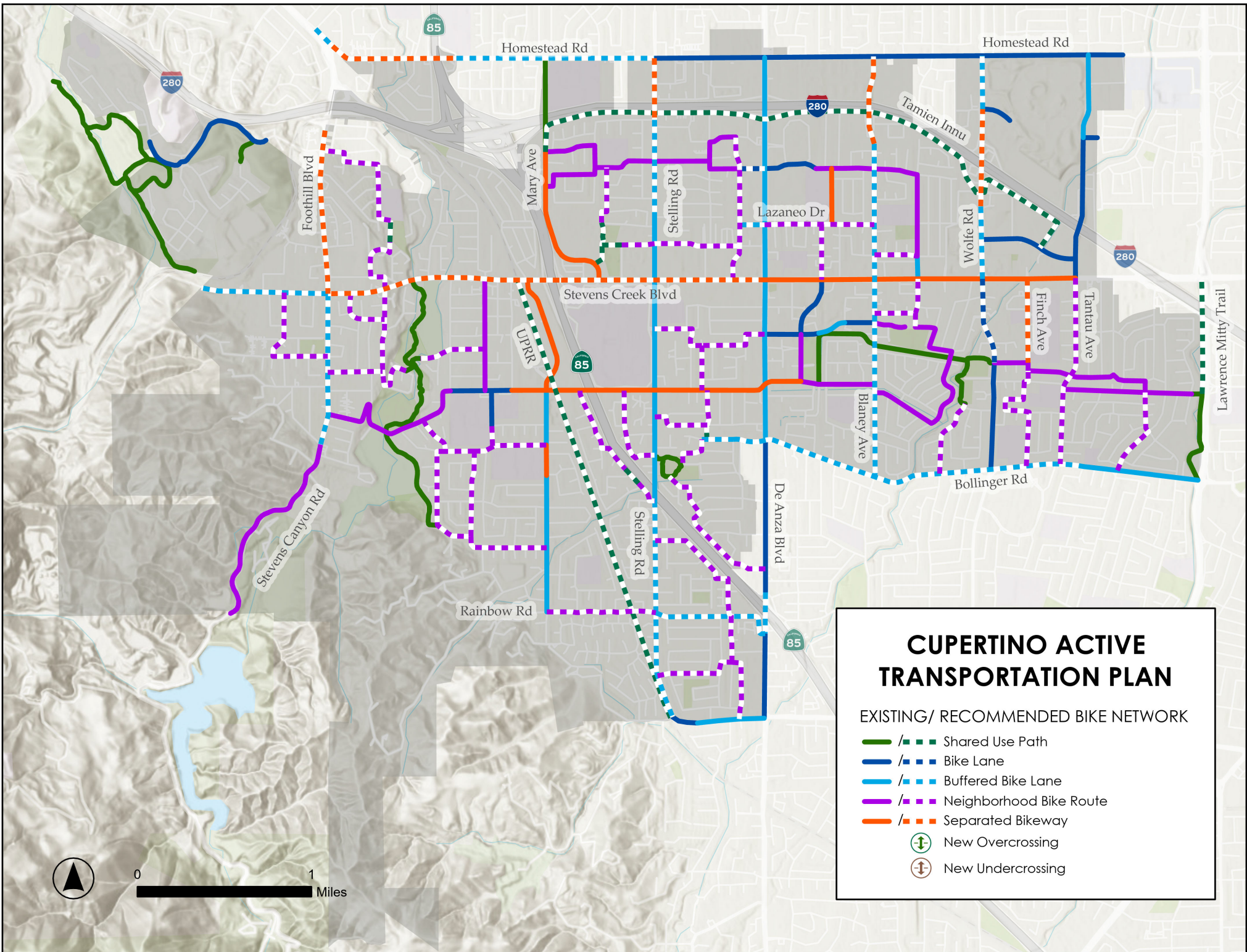
*Staff response: The Council staff report includes the BPC's recommendations for Council consideration. Staff's intent is to bring the same documents to the Council that were provided to and reviewed by the Commissions. Following the Council meeting, staff will revise the Plan per the direction given by Council.*

Attachments Provided with Original Staff Report:

- A. November 04, 2025, City Council Staff Report
- B. Revised Project Prioritization Criteria
- C. Draft Prioritized Project List
- D. Revised Program and Policy Recommendations
- E. Draft Project Impact Evaluation Guidelines
- F. Draft Project Effectiveness Guidelines
- G. Draft Network Recommendations Maps
- H. Visual Glossary

Attachments Provided with Supplemental Report:

- I. Existing and Recommended Bicycle Network Map



## CUPERTINO ACTIVE TRANSPORTATION PLAN

### EXISTING/ RECOMMENDED BIKE NETWORK

-  Shared Use Path
-  Bike Lane
-  Buffered Bike Lane
-  Neighborhood Bike Route
-  Separated Bikeway
-  New Overcrossing
-  New Undercrossing

CC 4-07-2026

#7

Establish a Policy on Flags on  
City Property

Desk Item



## CITY MANAGER'S OFFICE

CITY HALL  
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255  
TELEPHONE: (408) 777-3212  
CUPERTINO.GOV

### CITY COUNCIL STAFF REPORT DESK ITEM

Meeting: April 7, 2026

#### Agenda Item #7

#### Subject

Consider adopting Resolution No. 26-034 to establish a Policy on Flags on City Property.

#### Recommended Action

Adopt Resolution No. 26-034 to establish a Policy on Flags on City Property.

#### Background:

**Staff's responses to questions received from councilmember are shown in italics.**

Q1: What is the policy for raising flags for special events: Pride flag, India's Independence Day Flag? How long do these flags keep flying? Will staff come back to Council when there are other requests for flags to be raised?


*Staff response: The current policy on commemorative flags was created in 2023 and is attached with this desk item report as Attachment C. That policy does not mention specific special events, but it clarifies that all commemorative flags must be approved by the City Council or the City Manager. The new proposed policy (Attachment B) clarifies that commemorative flags (including flags for Pride and India's Independence Day) may not be displayed without approval by the City Council. Historically, the Pride flag is meant to commemorate June as Pride Month, so the flag is raised for almost the entire month of June. The India flag raising event is meant to celebrate India's Independence Day so the flag is raised only for the day. The approval for these flag raisings will be coming to council at the April 21 meeting. In the future, any other flag raising requests will also be brought to Council for approval.*

Attachments Provided with Original Staff Report:

- A. Draft Resolution
- B. Draft Policy on Flags on City Property

Attachments Provided with Supplemental 1:

- C. 2023 Commemorative Administrative Policy

 <b>Policy on Flags on City Property</b>	<b>Citywide Policy Manual</b> Policy #
	<b>Attachments:</b>
<b>Effective Date:</b> June 1, 2023	<b>Responsible Department:</b> City Manager's Office
<b>Related Policies &amp; Notes:</b>	

**Purpose**

The City of Cupertino displays commemorative flags on City property from time to time. A commemorative flag is any flag other than the United States flag, the State of California flag, or the City of Cupertino flag. The purpose of this policy is to provide clarity on the usage and control of displaying commemorative flags on City Property.

**Policy**

The City maintains exclusive control over the decision to display commemorative flags on City property, and no commemorative flag may be displayed without approval by the City Council or by the City Manager, consistent with the City Manager’s responsibility to implement City Council policies.

The display of commemorative flags on City property serves solely as an expression of the City’s official sentiment and does not create or serve as a forum for public expression. Accordingly, the display of commemorative flags constitutes governmental speech.

City Manager’s signature: *Pamela Wu*  
Date: **Jun 1, 2023**

**Revisions:**

# Draft Flag Policy 2023

Final Audit Report

2023-06-01

Created:	2023-06-01
By:	Astrid Robles (astridr@cupertino.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4oUyT7aoWCVh60EEIawxHqodR7F7DsTk

## "Draft Flag Policy 2023" History

-  Document created by Astrid Robles (astridr@cupertino.org)  
2023-06-01 - 7:54:43 PM GMT- IP address: 73.170.94.103
-  Document emailed to Pamela Wu (pamelaw@cupertino.org) for signature  
2023-06-01 - 7:55:31 PM GMT
-  Email viewed by Pamela Wu (pamelaw@cupertino.org)  
2023-06-01 - 8:57:53 PM GMT- IP address: 104.47.74.126
-  Document e-signed by Pamela Wu (pamelaw@cupertino.org)  
Signature Date: 2023-06-01 - 8:58:07 PM GMT - Time Source: server- IP address: 64.165.34.3
-  Agreement completed.  
2023-06-01 - 8:58:07 PM GMT



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CC 4-07-2026

#9

# Ballot Measure Preparation Services

Desk Item



## ADMIN SERVICES DEPARTMENT

CITY HALL  
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255  
TELEPHONE: (408) 777-3220  
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### CITY COUNCIL STAFF REPORT

#### DESK ITEM

Meeting: April 7, 2026

#### Agenda Item # 9

#### Subject

Approve a budget modification in the amount of \$475,000 for ballot measure preparation services and County of Santa Clara Registrar of Voter election services fees.

#### Recommended Action

1. Approve a Budget Adjustment in the amount of ~~\$375,000~~~~\$475,000~~ in the General Fund for ballot support services with TeamCivX and election services fees from the County of Santa Clara Registrar of Voters (GL# 100-41-405 700-702)
2. Adopt Resolution No. 26-xxx approving budget modification #2526-437, approving a additional General Fund appropriation in the amount of ~~\$375,000~~~~\$475,000~~ for ballot support services with TeamCivX and election services fees from the County of Santa Clara Registrar of Voters (GL# 100-41-405 700-702).

#### Background:

This update reflects revised cost estimates to \$375,000 for potential ballot measures in the City, reduced from the previous estimate of \$475,000. The County of Santa Clara Registrar of Voters has provided an estimated cost of approximately \$85,000 per measure (Attachment C), based on projected voter registration and currently available information. To maintain a prudent contingency, staff recommends budgeting up to \$100,000 per measure, reduced from the prior estimate of \$150,000. The lower estimate reflects cost efficiencies associated with the City of Cupertino's Councilmember elections scheduled for the November 2026 General Election.

Any unspent appropriations will be returned to the General Fund. The draft resolution has been updated accordingly, with all revisions shown in redline (Attachment B).

**Staff's responses to questions received from councilmember are shown in italics.**

Q1: Will the budget adjustment of \$475,000 be distributed between Team CivX and the

County? The amount seems excessive even though the staff report states that excess funds will be returned to the General Fund. It will be good to see a full accounting when the polling is done and Council has approved next steps.

*Staff response: Yes. The total budget adjustment, revised with this Desk Item to \$375,000, will cover estimated costs for both the County of Santa Clara Registrar of Voters and a contract with TeamCivX. Registrar of Voters fees are estimated at \$100,000 per measure, for a total of \$200,000, and the TeamCivX contract is proposed at an amount not to exceed \$175,000. Contract costs for TeamCivX will be reported to City Council when the polling results are presented and next steps are considered.*

Attachments Provided with Original Staff Report:

- A. Draft Budget Resolution

Attachments Provided with Desk Item:

- B. Draft Budget Resolution (Redline)
- C. ROV Cost Estimate

**RESOLUTION NO. 26-XXX**

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL  
AMENDING THE OPERATING BUDGET FOR FISCAL YEAR 2025-26  
BY APPROPRIATING, TRANSFERRING, AND UNAPPROPRIATING  
MONIES FOR SPECIFIED FUNDS**

WHEREAS, the orderly administration of municipal government depends on a sound fiscal policy of maintaining a proper ratio of expenditures within anticipated revenues and available monies; and

WHEREAS, accomplishing City Council directives, projects and programs, and performing staff duties and responsibilities likewise depends on the monies available for that purpose; and

WHEREAS, the City Manager has determined that the balances from the funds specified in this resolution are adequate to cover the proposed amended appropriations, and therefore recommends the fund reallocations described herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the recommended fund reallocations and ratifies the attached amended appropriations as set forth in Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 7<sup>th</sup> day of April 2026, by the following vote:

Vote

Members of the City Council

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED:  _____ Kitty Moore, Mayor City of Cupertino	_____ Date
ATTEST:  _____ Lauren Sapudar, City Clerk	_____ Date

**Exhibit A**

<b>Appropriation Amendment by Fund</b>	<b>Appropriation Amendment</b>	<b>Revenue Amendment</b>	<b>Fund Balance (Use of)</b>
General Fund (100)	<del>375,000</del> 475,000	-	<del>(375,000)</del> 475,000
<b>Total Appropriation Amendment All Funds</b>	<b>\$<del>375,000</del>475,000</b>	<b>\$-</b>	<b><del>\$(375,000)</del>475,000</b>

**From:** [Gumapos, Melvina](#)  
**To:** [Kirsten Squarcia](#)  
**Cc:** [ROV-fiscal](#)  
**Subject:** RE: Ballot Measure estimate  
**Date:** Friday, April 3, 2026 5:26:57 PM  
**Attachments:** [image003.png](#)  
[image001.png](#)  
[image002.png](#)

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**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Kristen,

Good afternoon.

Below is the estimated cost to place a Measure for the City of Cupertino's November 2026 Election. Measure will be charged as an additional item in the ballot.

<b>2026 GENERAL ELECTION</b>	<b>Estimated Cost of Election</b>	<b>Estimated Cost per Candidate Statement (not included in election costs)</b>
1st Item - <b>Council Seats</b>	\$ 149,118	\$ 3,610
<b>Additional Item - One 6-page measure</b>	\$ 84,490	
<b>Total Estimated Costs (does not include Estimated Cost per Candidate)</b>	\$ 233,608	

If the measure is placed on the ballot alone without the council seat, it will incur the cost listed as the first item in the estimate below.

<b>2026 GENERAL ELECTION</b>	<b>Estimated Cost of Election</b>
<b>One 6-page measure</b>	\$ 186,743
<b>Total Estimated Costs</b>	\$ 186,743

Please note that this estimate is based on projected registration and available information. They are subject to change upon final billing of actual charges incurred after the election. Additionally, this estimate is for planning purposes only and does not serve as legal advice.  
Thank you and have a great weekend.

Melvina  
ROV-Fiscal  
(408) 282-3087

CC 4-07-2026

#11

Harvest Properties

Desk Item



## COMMUNITY DEVELOPMENT DEPARTMENT

CITY HALL  
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255  
TELEPHONE: (408) 777-3308  
CUPERTINO.GOV

### CITY COUNCIL STAFF REPORT DESK ITEM

Meeting: April 7, 2026

#### Agenda Item #11

#### Subject

Consider a Use Permit, Tentative Map, Architectural and Site Approval, and Tree Removal Permit for the construction of a 122-unit residential development, consisting of 66 small-lot single family homes and 56 townhomes located at the Stevens Creek Office Center site, which includes a multi-tenant retail building (Voyager Coffee and Panera Bread). The project utilizes Senate Bill 330 and provisions of State Density Bonus law. (Application No(s): U-2024-008, TM-2024-006, ASA-2024-011, TR-2024-033; Applicant: Kevin Choy, Harvest Properties; Location: 20807, 20813, 20823 & 20883 Stevens Creek Blvd; APNs: 326-32-050, -051, -052, and -053.)

#### Recommended Action

1. Find the project statutorily exempt from the California Environmental Quality Act (CEQA);  
and
2. Approve the following permits:
  - a. Adopt Resolution No. 26-XXX approving Use Permit (U-2024-008) (Attachment A);
  - b. Adopt Resolution No. 26-XXX approving Architectural & Site Approval Permit (ASA-2024-011) (Attachment B);
  - c. Adopt Resolution No. 26-XXX approving Tentative Map (TM-2026-006) (Attachment C);
  - d. Adopt Resolution No. 26-XXX approving Tree Removal permit (TR-2024-033) (Attachment D)

#### Background:

This update provides a response to inquiry received from City Council on any relocation assistance efforts from city staff.

**Staff's responses to questions received from councilmember are shown in italics.**

Q1: Is City staff working with Harvest Properties, or independently, to relocate Voyager and Panera?

*Staff response:*

*Yes. Outreach to the retail tenants has included business visits, letters, phone calls, and emails. Voyager Craft Coffee expressed interest in remaining in Cupertino and staff held two separate conversations with the business representatives. Staff is currently assisting the business in identifying potential retail sites within the City that are available or will soon become available. Staff has also provided permitting support to Voyager Craft Coffee in 2025.*

*After multiple outreach attempts, the franchise owner of Panera Bread Cupertino recently responded and expressed interest in continuing in Cupertino. Staff reached out through several channels, including contacting the company's headquarters in St. Louis, Missouri, the franchise group's VP and district manager, on-site store management, and the contact information listed on their business license. The franchise owner plans to speak with their landlord and will reconnect with staff afterward about relocation support.*

*Staff are also working with the developer to understand and identify support for the retail tenants.*

Attachments Provided with Original Staff Report:

- A – Draft Resolution for U-2024-008*
- B – Draft Resolution for ASA-2024-011*
- C – Draft Resolution for TM-2024-006*
- D – Draft Resolution for TR-2024-033*
- E – Summary of Relevant State Law*
- F – Arborist Report and Peer Review*
- G – CEQA Exemption and Memorandum*
- H – Public Comment*
- I – Project Site Plan and Renderings*
- J – Complete Plan Set*

CC 4-07-2026

#11

Harvest Properties

Supplemental Report



## COMMUNITY DEVELOPMENT DEPARTMENT

CITY HALL  
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255  
TELEPHONE: (408) 777-3308  
CUPERTINO.GOV

### CITY COUNCIL STAFF REPORT SUPPLEMENTAL 1

Meeting: April 7, 2026

#### Agenda Item #11

#### Subject

Consider a Use Permit, Tentative Map, Architectural and Site Approval, and Tree Removal Permit for the construction of a 122-unit residential development, consisting of 66 small-lot single family homes and 56 townhomes located at the Stevens Creek Office Center site, which includes a multi-tenant retail building (Voyager Coffee and Panera Bread). The project utilizes Senate Bill 330 and provisions of State Density Bonus law. (Application No(s): U-2024-008, TM-2024-006, ASA-2024-011, TR-2024-033; Applicant: Kevin Choy, Harvest Properties; Location: 20807, 20813, 20823 & 20883 Stevens Creek Blvd; APNs: 326-32-050, -051, -052, and -053.)

#### Recommended Action

1. Find the project statutorily exempt from the California Environmental Quality Act (CEQA); and
2. Approve the following permits:
  - a. Adopt Resolution No. 26-037 approving Use Permit (U-2024-008) (Attachment A);
  - b. Adopt Resolution No. 26-038 approving Architectural & Site Approval Permit (ASA-2024-011) (Attachment B);
  - c. Adopt Resolution No. 26-039 approving Tentative Map (TM-2026-006) (Attachment C);
  - d. Adopt Resolution No. 26-040 approving Tree Removal permit (TR-2024-033) (Attachment D).

#### Background:

Following publication of the staff report, a request was made for the Preliminary Title Report for the project site, as well as the Preliminary Fire Access Plan. The Preliminary Fire Access Plan was included in Attachment J as Sheet C23 in the City Council agenda packet. The Preliminary Title Report is attached to this supplemental report as Attachment K.

#### Attachments Provided with Original Staff Report:

- A. Draft Resolution for U-2024-008
- B. Draft Resolution for ASA-2024-011
- C. Draft Resolution for TM-2024-006

- D. Draft Resolution for TR-2024-033
- E. Relevant State Law
- F. Arborist Report and Peer Review
- G. CEQA Exemption Memorandum
- H. Public Comment
- I. Site Plan and Renderings
- J. Complete Plan Set

Attachments Provided with Supplemental 1:

- K. Preliminary Title Report and Attachments

**October 31, 2024 Update**



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

Blair Volckmann  
Harvest Properties  
2800 Campus Drive, Suite 125  
San Mateo, CA 94403

Escrow Officer: Carol M. Herrera  
Phone: (408)451-7829  
Email: cmherrera@firstam.com

Property: 20807, 20813, 20823, 20883, Stevens Creek Boulevard, Cupertino, CA, 95014

**PRELIMINARY REPORT**

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

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

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

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

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

Dated as of October 25, 2024 at 7:30 A.M.

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

To Be Determined

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

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

Stevens Creek OCA Owner, LLC, a Delaware limited liability company

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

A Fee as to Parcels One, Two, Three and Four; easements as to Parcels Three-A, Five and Six

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment:	\$29,855.92, OPEN
Penalty:	\$0.00
Second Installment:	\$29,855.92, OPEN
Penalty:	\$0.00
Tax Rate Area:	013-003
A. P. No.:	326-32-050

(Portion of Community Facilities District included)

(Affects Parcel Two)

1A. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment:	\$30,551.24, OPEN
Penalty:	\$0.00
Second Installment:	\$30,551.24, OPEN
Penalty:	\$0.00
Tax Rate Area:	013-003
A. P. No.:	326-32-051

(Portion of Community Facilities District included)

(Affects Parcel Three)

1B. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment:	\$36,163.30, OPEN
Penalty:	\$0.00
Second Installment:	\$36,163.30, OPEN
Penalty:	\$0.00
Tax Rate Area:	013-003
A. P. No.:	326-32-052

(Portion of Community Facilities District included)

(Affects Parcel Four)

1C. General and special taxes and assessments for the fiscal year 2024-2025.

First Installment:	\$74,184.75, OPEN
Penalty:	\$0.00
Second Installment:	\$74,184.75, OPEN
Penalty:	\$0.00
Tax Rate Area:	013-003
A. P. No.:	326-32-053

(Portion of Community Facilities District included)

(Affects Parcel One)

2. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2013-1, as disclosed by Notice of Special Tax Lien recorded January 22, 2014 as Document No. [22502535](#) of Official Records, a lien not yet due or payable.

(Affects all Parcels)

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. An easement for public utilities, storm drainage and sanitary sewer construction and maintenance and incidental purposes, recorded July 01, 1968 as Document No. 3441950 and [Book 8176, Page 95](#) of Official Records.

In Favor of: City of Cupertino, a municipal corporation  
Affects: as described therein

(Affects Parcel One)

5. An easement for utilities and incidental purposes, recorded July 17, 1973 as Document No. 4563944 and [Book 0473, Page 551](#) of Official Records.

In Favor of: Pacific Gas and Electric Company, a California corporation  
Affects: as described therein

(Affects Parcels Three and Four)

6. An easement for 20' wide water line and incidental purposes in the document recorded November 07, 1973 as Document No. [4644993](#), Book 0640, Page 205 of Official Records.

(Affects Parcels One and Two)

7. An easement for utilities and incidental purposes, recorded January 23, 1974 as Document No. [4690926](#), Book 0736, Page 412 of Official Records.

In Favor of: Pacific Gas and Electric Company, a California corporation  
Affects: as described therein

(Affects Parcel One)

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

The terms and provisions contained in the document entitled "Notice of Final Description" recorded December 26, 1980 as Document No. [6936802](#) and Book F812, Page 204 of Official Records.

The effect of a document entitled "Quitclaim Deed", recorded June 21, 1984 as Document No. [8446655](#), Book J380, Page 289 of Official Records.

8. The terms and provisions contained in the document entitled "Declaration of Covenants Running with the Land" recorded August 11, 1980 as Document No. [6801243](#), [Book F496, Page 692](#) of Official Records.

(Affects all Parcels)

Document(s) declaring modifications thereof recorded December 27, 2004 as Document No. [18162144](#) of Official Records.

9. An easement shown or dedicated on the map of Parcel Map recorded November 04, 1980 on file in [Book 474, Page 37 and 38](#), of Maps.  
For: Public utility, private sanitary sewer and incidental purposes.

(Affects Parcels One, Two and Three as to public utility easement and Parcel One as to private sanitary sewer easement)

10. An easement shown or dedicated on the map of Parcel Map recorded December 30, 1980 on file in [Book 477, Page 51 and 52](#), of Maps.  
For: Public utility, private sanitary sewer and incidental purposes.

(Affects Parcels One, Three and Four as to public utility easement and Parcels One and Four as to private sanitary sewer easement)

11. An easement for utilities and incidental purposes, recorded March 26, 1981 as Document No. [7015056](#), Book F983, Page 403 of Official Records.

In Favor of: Pacific Gas and Electric Company, a California corporation  
Affects: as described therein

(Affects Parcels One, Three and Four)

12. An easement for gas pipelines and incidental purposes, recorded April 02, 1984 as Document No. [8022079](#), Book I424, Page 356 of Official Records.

In Favor of: Pacific Gas and Electric Company, a California corporation  
Affects: as described therein

(Affects Parcel One)

13. The terms and provisions contained in the document entitled "Declaration of Covenants Running with the Land" recorded July 19, 1984 as Document No. [8131895](#), Book I732 Page 542 of Official Records.

(Affects Parcels One, Three and Four)

14. An easement for construct, inspect, maintain and use facilities, also ingress thereto and egress therefrom and incidental purposes, recorded June 21, 1985 as Document No. [8446653](#), Book J380, Page 284 of Official Records.

In Favor of: Pacific Gas and Electric Company, a California corporation  
Affects: as described therein

(Affects Parcels One, Three and Four)

15. The terms and provisions contained in the document entitled "Maintenance Agreement" recorded December 02, 2004 as Document No. [18123955](#) of Official Records.

(Affects Parcel Three)

16. An unrecorded lease dated October 29, 2004, executed by Stevens Creek Retail Associates, LLC, a California limited liability company, successor in interest to Stevens Creek Office Center Associates, LTD, a California limited partnership as lessor and Panera, LLC, a Delaware limited liability company as lessee, as disclosed by a Memorandum of Lease recorded August 04, 2005 as Document No. [18510113](#) of Official Records.

(Affects Parcel Three)

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

17. The Terms, Provisions and Easement(s) contained in the document entitled "Covenant for Easement Agreement to Grant Future Reciprocal Ingress/Egress Easement" recorded April 06, 2005 as Document No. [18306286](#) of Official Records.

(Affects Parcel Three)

Said document does not contain a legal description.

18. An easement for U/G electric and incidental purposes, recorded October 26, 2005 as Document No. [18643320](#) of Official Records.

In Favor of: Pacific and Electric Company, a California corporation  
Affects: as described therein

(Affects Parcel Three)

19. The Terms, Provisions and Easement(s) contained in the document entitled "Reciprocal Easement Agreement" recorded February 27, 2015 as Document No. [22865836](#) of Official Records.

(Affects Parcel Three)

20. The terms, provisions and easement(s) contained in the document entitled "Storm Drainage Overland Release Easement Agreement" recorded February 27, 2015 as Document No. [22865837](#) of Official Records.

(Affects Parcel Three)

21. Water rights, claims or title to water, whether or not shown by the Public Records.

22. Rights of tenants in possession of the Land, as tenants only, without options to purchase or rights of first refusal to purchase.

23. A Deed of Trust to secure an original indebtedness of \$28,000,000.00 recorded September 25, 2020 as Document No. [24630474](#) of Official Records.

Dated: September 25, 2020  
Trustor: Stevens Creek OCA Owner, LLC, a Delaware limited liability company  
Trustee: Brenda S. Tyler  
Beneficiary: Principal Life Insurance Company, an Iowa corporation

24. A financing statement recorded September 25, 2020 as Document No. [24630475](#) of Official Records.

Debtor: Stevens Creek OCA Owner, LLC  
Secured party: Principal Life Insurance Company

(Affects all Parcels)

**INFORMATIONAL NOTES**

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

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 20807, 20813, 20823 and 20883 Stevens Creek Boulevard, Cupertino, CA.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
4. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:
  - A. WITH RESPECT TO A CORPORATION:
    1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
    2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
    3. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
    4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
  - B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
    1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
    2. A full copy of the partnership agreement and any amendments;
    3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
    4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
    5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
  - C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
    1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
    2. A full copy of the partnership agreement and any amendment;
    3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;

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

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

## LEGAL DESCRIPTION

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

Parcel One:

Parcel 1 as shown on Lot Line Adjustment, as evidenced by document recorded November 15, 1983, as Instrument No. [7884481](#), in Book I065, Page 685 and recorded July 31, 2014, as Instrument No. [22667359](#), both of official records, being more particularly described as follows:

All that certain property situate in the City of Cupertino, County of Santa Clara, State of California, and as shown on that PARCEL MAP filed for record in the office of the County Recorder, Santa Clara County, State of California, on December 30, 1980, in [Book 477 of Maps, at Pages 51 and 52](#) and more particularly described as follows:

Beginning at the most Northwest property corner of Lot 1, as shown on the aforementioned PARCEL MAP, thence along the right-of-way line of Alves Drive 60' wide), East 159.98 feet to a point of curvature;

Thence along a tangent curve to the right, having a radius of 170.00 feet, through a central angle of 31° 30' 00" for an arc distance of 93.46 feet;

Thence along a tangent curve to the left, having a radius of 220.31 feet, through a central angle of 31° 32' 20" an arc distance of 121.27 feet;

Thence North 89° 57' 40" East 34.23 feet;

Thence leaving the right-of-way line of Alves Drive, South 0° 00' 15" West 378.80 feet;

Thence South 89° 54' 03" West 149.34 feet;

Thence South 0° 05' 57" East 190.35 feet;

Thence South 89° 54' 03" West 31.27 feet;

Thence South 0° 05' 57" East 152.00 feet to Stevens Creek Boulevard;

Thence along the Northerly right-of-way line for Stevens Creek boulevard South 89° 54' 03" West 30.88 feet;

Thence North 0° 05' 57" West 194.00 feet;

Thence South 89° 54' 03" West 186.64 feet;

Thence North 0° 02' 15" West 585.33 feet to the Point of Beginning.

Excepting therefrom all water rights without right of surface entry as granted to the City of Cupertino, a municipal corporation in the instrument recorded April 6, 1973 as Document No. 4488922 and in [Book 0315 Page 602](#), official records, and as granted to California Water Service Company, a California Corporation, by instrument recorded October 30, 1973 as Document No. [4640340](#) and in Book 0631 at Page 16 of official records, Santa Clara County.

Parcel Two:

All of Parcel B, as said parcel is shown on that certain parcel map entitled, "PARCEL MAP ", being a portion of the Northwest 1/4 of Section 13, Township 7 South, Range 2 West, M.D.B. and M. ", which map was filed for record in the office of the recorder of Santa Clara, State of California on November 4, 1980 in [Book 474 of Maps at Pages 37 and 38](#).

Excepting therefrom all water rights without right of surface entry as granted to the City of Cupertino, a municipal corporation in the instrument recorded April 6, 1973 as Document No. 4488922 and in [Book 0315 Page 602](#), official records, and as granted to California Water Service Company, a California corporation, by instrument recorded October 30, 1973 as Document No. [4640340](#) and in Book 0631 at Page 16 of official records, Santa Clara County.

Parcel Three:

Parcel 3 as shown on Lot Line Adjustment, as evidenced by document recorded November 15, 1983, as Instrument No. [7884481](#), in Book I065, Page 685 and recorded July 31, 2014, as Instrument No. [22667359](#), both of official records, being more particularly described as follows:

All that certain property situate in the City of Cupertino, County of Santa Clara, State of California, and as shown on that PARCEL MAP filed for record in the office of the County Recorder, Santa Clara County, State of California, on December 30, 1980, in [Book 477 of Maps, at Pages 51 and 52](#) and more particularly described as follows:

Beginning at the Northeast property corner of Lot 3, as shown on the aforementioned PARCEL MAP, said point also being the Southeast property corner of Lot 2, as shown on said map;

Thence South 0° 00' 15" East 189.00 feet to Stevens Creek Boulevard;

Thence along the right-of-way line for Stevens Creek boulevard South 89° 54' 03" West 180.00 feet;

Thence North 0° 05' 57" West 152.00 feet;

Thence North 89° 54' 03" East 122.84 feet;

Thence North 0° 05' 57" West 37.00 feet;

Thence North 89° 54' 03" East 57.50 feet to the Point of Beginning.

Excepting therefrom all water rights without right of surface entry as granted to the City of Cupertino, a municipal corporation in the instrument recorded April 6, 1973 as Document No. 4488922 and in [Book 0315 Page 602](#), official records, and as granted to California Water Service Company, a California Corporation, by instrument recorded October 30, 1973 as Document No. [4640340](#) and in Book 0631 at Page 16 of official records, Santa Clara County.

Parcel Three-A:

Non-exclusive easements for ingress, egress, circulation and parking as granted in that certain instrument recorded August 11, 1980 in [Book F496, Page 692](#), official records as amended by that certain instrument recorded December 27, 2004 as Instrument No. [18162144](#), official records.

Parcel Four:

Parcel 2 as shown on Lot Line Adjustment, as evidenced by document recorded November 15, 1983, as Instrument No. [7884481](#), in Book I065, Page 685 and recorded July 31, 2014, as Instrument No. [22667359](#), both of official records, being more particularly described as follows:

All that certain property situate in the City of Cupertino, County of Santa Clara, State of California, and as shown on that PARCEL MAP filed for record in the office of the County Recorder, Santa Clara County, State of California, on December 30, 1980, in [Book 477 of Maps, at Pages 51 and 52](#) and more particularly described as follows:

Beginning at the most Southeast property corner of Lot 2, as shown on the aforementioned PARCEL MAP, said point also being the Northeast property corner of Lot 3, as shown on said map;

Thence South 89° 54' 03" West 57.50 feet;

Thence South 0° 05' 57" East 37.00 feet;

Thence South 89° 54' 03" West 91.57 feet;

Thence North 0° 05' 57" West 190.35 feet;

Thence North 89° 54' 03" East 149.34 feet;

Thence South 00° 00' 15" West 153.35 feet to the Point of Beginning.

Excepting therefrom all water rights without right of surface entry as granted to the City of Cupertino, a municipal corporation in the instrument recorded April 6, 1973 as Document No. 4488922 and in [Book 0315 Page 602](#), official records, and as granted to California Water Service Company, a California Corporation, by instrument recorded October 30, 1973 as Document No. [4640340](#) and in Book 0631 at Page 16 of official records, Santa Clara County.

Parcel Five:

A non-exclusive easement for Parking purposes, appurtenant to Parcels One and Two above, as set forth in that certain "declaration of covenants running with the land" recorded July 19, 1984 as Instrument No. [8131895](#), in Book I732, Page 542 of official records.

Parcel Six:

A non-exclusive easement for storm drainage purposes, appurtenant to Parcel Three above, as set forth in that certain "storm drainage overland release easement agreement" recorded February 27, 2015 as Instrument No. [22865837](#) of official records.

APN: 326-32-050 (Affects Parcel Two);  
326-32-051 (Affects Parcel Three);  
326-32-052 (Affects Parcel Four); and  
326-32-053 (Affects Parcel One)

**NOTICE**

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

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

## Privacy Policy

### **We Are Committed to Safeguarding Customer Information**

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

### **Applicability**

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

### **Types of Information**

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

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

### **Use of Information**

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

### **Former Customers**

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

### **Confidentiality and Security**

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

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

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

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

**LIMITATIONS ON COVERED RISKS**

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

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

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

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

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

(b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records  
(c) that result in no loss to you  
(d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.
5. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

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

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

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

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

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

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

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

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

**2021 ALTA LOAN POLICY (7-1-21)  
EXCLUSIONS FROM COVERAGE**

The following matters are 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) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, geothermal resources, uranium, clay, rock, sand and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

#### **2021 ALTA OWNER'S POLICY (7-1-21) EXCLUSIONS FROM COVERAGE**

The following matters are 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) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction

vesting the Title as shown in Schedule A is a:

- a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
  6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
  7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, geothermal resources, uranium, clay, rock, sand and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

DOCUMENT: 18162144

Pages: 6

Recording Requested By:

Old Republic Title Company

When Recorded Mail To:

J. Volckmann and Associates  
20833 Stevens Creek Boulevard, Suite 102  
Cupertino, CA 95014



Fees	22.00
Taxes	
Copies	
AMT PAID	22.00

BRENDA DAVIS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
Old Republic Title Company

RDE # 006  
12/27/2004  
1:48 PM

Escrow No.: 0616001039-SR  
APN: 326 32 051

**First Amendment to Declaration of Covenants Running With the Land**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAILED TO:

J. Volckmann and Associates  
20833 Stevens Creek Boulevard, Suite 102  
Cupertino, CA 95014

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS RUNNING WITH THE LAND

THIS AMENDMENT is made as of the first day of December, 2004 by STEVENS CREEK OFFICE CENTER ASSOCIATES, a California limited partnership ("Declarant").

WHEREAS, Declarant is the owner of certain real property located in the City of Cupertino, County of Santa Clara, more particularly described as follows:

See Exhibits "A" and "A-1" attached  
hereto and made a part hereof.

WHEREAS, a Declaration of Covenants Running With The Land ("The 1980 Declaration") dated July 1, 1980 and recorded on August 11<sup>th</sup>, 1980 in Book F 496 of Official Records, Page 692, has been entered into by Declarant.

WHEREAS, Declarant now desires to amend The 1980 Declaration.

NOW, THEREFORE, Declarant hereby declares as follows:

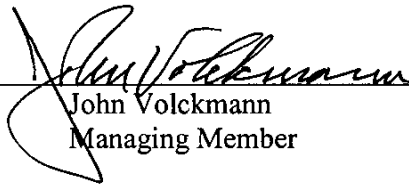
1. The owner of Parcel Two as described on the attached Exhibit "A" grants to the owner of the parcel described on Exhibit "A-1" non-exclusive rights and easements for purposes of parking in the above ground parking areas currently existing or hereinafter constructed on the Exhibit "A" Parcel Two.

2. This Declaration is intended to be a Covenant Running With The Land and shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of each

present and future owner of the property described herein. The undersigned agree to include in any transfer of any Parcel to which this declaration applies a Deed Restriction referring to this Declaration.

STEVENS CREEK OFFICE  
CENTER ASSOCIATES,  
a California limited partnership

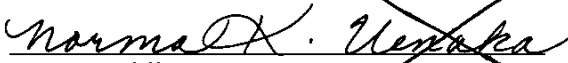
By: VFI, LLC.  
Its General Partner

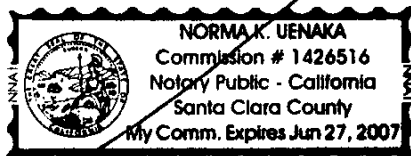
  
\_\_\_\_\_  
John Volckmann  
Managing Member

JURAT:

~~State of California )  
County of Santa Clara)~~

~~Subscribed and sworn to under penalty of the laws of the State of California, before me, a Notary Public, on this 17<sup>th</sup> day of December, 2004.~~

~~  
Notary Public~~



# EXHIBIT "A"

## LEGAL DESCRIPTION

The land referred to is situated in the State of California, County of Santa Clara, City of Cupertino, and is described as follows:

All that certain property situate in the City of Cupertino, County of Santa Clara, State of California, and as shown on that Parcel Map filed for record in the Office of the County Recorder, Santa Clara County, State of California, on December 30, 1980, in Book 477 of Maps, at pages 51 and 52 and more particularly described as follows:

### PARCEL ONE:

Beginning at the most Northwest property corner of Lot 1, as shown on the aforementioned Parcel Map, thence along the right-of-way line of Alves Drive (60' wide), East 159.98 feet to a point of curvature; thence along a tangent curve to the right, having a radius of 170.00 feet, through a central angle of 31° 30' 00" for an arc distance of 93.46 feet; thence along a tangent curve to the left, having a radius of 230.31 feet, through a central angle of 31° 32' 20" an arc distance of 121.27 feet; thence North 89° 57' 40" East 34.23 feet; thence leaving the right-of-way line of Alves Drive, South 0° 00' 15" West 378.80 feet; thence South 89° 54' 03" West 149.34 feet; thence South 0° 05' 57" East 190.35 feet; thence South 89° 54' 03" West 31.27 feet; thence South 0° 05' 57" East 152.00 feet to Stevens Creek Boulevard; thence along the Northerly right-of-way line for Stevens Creek Boulevard South 89° 54' 03" West 30.88 feet; thence North 0° 05' 57" West 194.00 feet; thence South 89° 54' 03" West 186.64 feet; thence North 0° 02' 15" West 585.33 feet to the point of beginning; and containing 4.819 acres, more or less.

### PARCEL TWO:

Beginning at the most Southeast property of Lot 2, as shown on the aforementioned Parcel Map, said point also being the Northeast property corner of Lot 3, as shown on said Map; thence South 89° 54' 03" West 57.50 feet; thence South 0° 05' 57" East 37.00 feet; thence South 89° 54' 03" West 91.57 feet; thence North 0° 05' 57" West 190.35 feet; thence North 89° 54' 03" East 149.34 feet; thence South 00° 00' 15" West, 153.35 feet to the point of beginning; and containing 0.603 acres more or less.

### PARCEL THREE:

All of Parcel B, as said Parcel is shown on that certain Parcel Map entitled, "Parcel Map", being a portion of the Northwest 1/4 of Section 13, Township 7 South, Range 2 West, M.D.B. and M.", which Map was filed for Record in the Office of the Recorder, County of Santa Clara, State of California on November 4, 1980 in Book 474 of Maps at Pages 37 and 38.

326-32-050; -052; -053  
13 003  
AC/CI/dot  
A326-32-38.01, 38.02 & x38

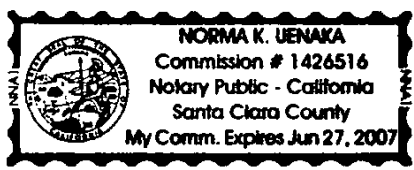
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Santa Clara } ss.

On Dec. 17, 2004 before me, Norma K. Uenaka, Notary Public  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")  
personally appeared John Volckmann  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

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



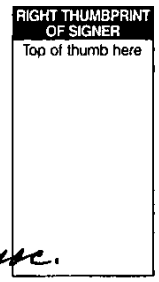
WITNESS my hand and official seal.  
Norma K. Uenaka  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**  
Title or Type of Document: First Amendment to Declaration of Covenants Running with the Land  
Document Date: December 1, 2004 Number of Pages: 2  
Signer(s) Other Than Named Above: none

**Capacity(ies) Claimed by Signer**  
Signer's Name: JOHN VOLCKMANN  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney-in-Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Stevens Creek Office Center Assoc.



# EXHIBIT "A-1"

## LEGAL DESCRIPTION

The land referred to is situated in the State of California, County of Santa Clara, City of Cupertino, and is described as follows:

All that certain property situate in the City of Cupertino, County of Santa Clara, State of California, and as shown on that Parcel Map filed for record in the Office of the County Recorder, Santa Clara County, State of California, on December 30, 1980, in Book 477 of Maps, at pages 51 and 52 and more particularly described as follows:

Beginning at the Northeast property corner of Lot 3, as shown on the aforementioned Parcel Map, said point also being the Southeast property corner of Lot 2, as shown on said Map; thence South 0° 00' 15" East 189.00 feet to Stevens Creek Boulevard; thence along the right-of-way line for Stevens Creek Boulevard South 89° 54' 03" West 180.00 feet; thence North 0° 05' 57" West 152.00 feet; thence North 89° 54' 03" East 122.84 feet; thence North 0° 05' 57" West 37.00 feet; thence North 89° 54' 03" East 57.50 feet to the Point of Beginning; and containing 0.677 acres more or less and as described in Resolution approving Lot Line Adjustment recorded November 15, 1983 in Book I065 page 685 Official Records.

326-32-051  
13 003  
SH/CI/AG  
A326-32-38.03

dot 5/19/2003  
upd GH/dot 11/12/2004  
amd DM/dot 11/16/2004

8176

BOOK 8176 PAGE 95  
3441950

*City Clerk  
Cupertino Cal  
95014*

GRANT OF EASEMENT

NO FEE  
NO TAX DUE

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION  
EXECUTOR OF THE WILL OF MINNIE MAY NEILSEN, DECEASED,

hereinafter called Grantor, hereby grant to the CITY OF CUPERTINO, a municipal corporation, hereinafter called Grantee, the right to excavate for, install, replace (of the initial or any other size), maintain and use for public utilities as Grantee shall from time to time elect within the hereinafter described property of those certain premises which are situate in the City of Cupertino, County of Santa Clara, State of California, and described as follows:

(Description Attached)

Grantor hereby further grants to Grantee the right and privilege to enter upon his lands contiguous to and along the line of said hereinabove described strip for the purpose of locating, constructing, repairing, maintaining, or replacing said public utilities or appurtenances thereto, and for the purpose of doing any necessary or lawful act in connection with the construction or maintenance of said public utilities; there is also granted the right of the use of sufficient land contiguous to said strip on either or both sides thereof for the purposes of excavation of and deposit of earth and necessary building material during the time of constructing said public utilities, and any repair thereof.

The foregoing is subject to the following express conditions:

The Grantee agrees to restore the ground surface and any improvements thereon to its original grade or condition insofar as it is practicable and reasonable to do so.

IN WITNESS WHEREOF, said parties have executed this Grant of Easement this 28th day of May, 1968.

*W.E. McLaughlin*  
VICE PRESIDENT  
*H.A. Hunt*  
TRUST OFFICER  
ASST TRUST OFFICER

(Notary acknowledgment to be attached)

3441950

BOOK 8176 PAGE 95

Recorded at the request of  
*City of Cupertino*  
JUL 1 1968 3:00 P.M.  
GEORGE E. FOWLES, Recorder  
Santa Clara County, Official Records

NO FEE

8176

CORPORATE ACKNOWLEDGMENT

State of California }  
County of Santa Clara } S.S.

BOOK 8176 PAGE 96

On this 28 day of May, 1968, before me Eleanor B. Mendez, a Notary Public in and for said Santa Clara County, personally appeared W. E. McConville

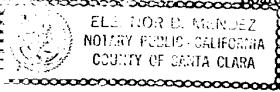
(SEAL)

known to me to be the Vice President  
and H. H. Lane known to me to be the  
Assistant Trust Officer of the Bank of America NT&SA, Trust Dept.,  
the Corporation that executed the within instrument, and also known to me to be the person  
who executed the within instrument, on behalf of the Corporation herein named, and acknowl-  
edged to me that such Corporation executed the same, and further acknowledged to me that  
such Corporation executed the within instrument pursuant to its by-laws or a resolution of its  
Board of Directors.

WITNESS my hand and official seal.

*Eleanor B. Mendez* 27

Notary Public in and for said Santa Clara County and State.  
My commission expires July 15, 1969



8170

BOOK 8176 PAGE 97

May 2, 1968  
Job No. 16-68

DESCRIPTION OF EASEMENT FOR STORM DRAINAGE & SANITARY SEWER CONSTRUCTION & MAINTENANCE

A 10 ft. wide strip of land, the Westerly line of which is described as follows:

BEGINNING on the South line of Alves Drive on the East boundary of Tract No. 936 as shown on the Map of said Tract 936 filed for record in Book 36 of Maps at Page 52 in the office of the County Recorder of Santa Clara County, said point being also the Northeast corner of Lot 9 of said Tract 936; thence running South  $0^{\circ} 02' 19''$  East along the Easterly boundary of said Tract 936 and the Southerly extension thereof a distance of 460 feet.

Being a portion of the lands of Minnie M. Nielsen as described in Book 1204 of Deeds at Page 522 in the office of the Recorder of Santa Clara County.

Prepared by:  
EUGENE R. MASTIN  
Civil Engineer  
P. O. Box 1109  
Los Altos, California

*Eugene R. Mastin*

8176

BOOK 8176 PAGE 98

TRACT

NO. 936

ASSEMBLY OF GOD

CASSIN

S 0°02'15" E 460.00'

10' STORM DRAINAGE AND SANITARY GEWER EASEMENT

STREET DEDICATION

WEST 160.00'

LANDS OF Y.M.C.A

R=189.85  
L=31°38.05'  
L=104.55'

R=200.00'  
L=31°30'  
L=104.96'

S 89°56'55" W 34.25'

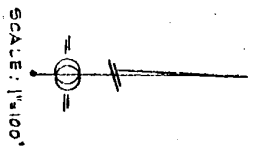
TRACT No.

4245

SAICH WAY

PARK AVE.

ROB FOR STREET



PLAT SHOWING 30' STREET DEDICATION & 10' STORM & SANITARY EASEMENT - LANDS OF NEUSEN CURBESTING CALIFORNIA ENGINEER REG. LOS ALTOS CALIFORNIA

8170

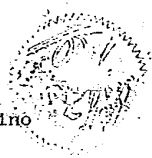
CITY OF CUPERTINO

CERTIFICATE OF ACCEPTANCE is hereby given in order to comply with the provisions of Section 27281 of the Government Code.

This is to certify that the interest in real property conveyed by the deed or grant dated May 28, 1968 from Bank of America National Trust to City of Cupertino, <sup>and Savings Association</sup> a political corporation and/or governmental agency is hereby accepted by order of the City Council on June 17, 1968, (or by the undersigned officer or agent on behalf of the (legislative body) pursuant to authority conferred by resolution of the (legislative body) adopted on (date),) and the grantee consents to recordation thereof by its duly authorized officer.

Dated: June 27, 1968

By B. E. Ryan  
City Clerk, City of Cupertino



8170

BOOK 8176 PAGE 100

RESOLUTION NO. 1641

BEING A RESOLUTION OF THE CITY OF CUPERTINO  
ACCEPTING A GRANT OF EASEMENT

WHEREAS, BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, EXECUTOR OF THE WILL OF MINNIE MAY NEILSEN, DECEASED, grantor, has executed a Grant of Easement which is in good and sufficient form, conveying to the CITY OF CUPERTINO, grantee, an easement for public utility and sewer purposes over the property situate in the City of Cupertino, County of Santa Clara, State of California, more particularly described in Exhibit "A" and Exhibit "B" as follows:

Approximately a 10 ft. wide strip of land,  
more or less, situate on the southerly line  
of Alves Drive on the East boundary of Tract  
No. 936.

Grantor hereby further grants to Grantee the right and privilege to enter upon his lands contiguous to and along the line of said hereinabove described strip for the purpose of locating, constructing, repairing, maintaining, or replacing said public utilities or appurtenances thereto, and for the purpose of doing any necessary or lawful act in connection with the construction or maintenance of said public utilities; there is also granted the right of the use of sufficient land contiguous to said strip on either or both sides thereof for the purposes of excavation of and deposit of earth and necessary building material during the time of constructing said public utilities, and any repair thereof.

The foregoing is subject to the following express conditions:

The Grantee agrees to restore the ground surface and any improvements thereon to its original grade or conditions insofar as it is practicable and reasonable to do so.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City of Cupertino accept said Grant of Easement so tendered; and

IT IS FURTHER RESOLVED, that the City Clerk be and he is hereby authorized to record said Grant of Easement.

PASSED AND ADOPTED this 17th day of June, 1968, by the following vote:

AYES: Councilmen - Beaven, Dempster, Fitzgerald, Stokes, Noel  
NOES: Councilmen - None  
ABSENT: Councilmen - None

APPROVED:

ATTEST: /s/ Clyde L. Noel  
Mayor, City of Cupertino

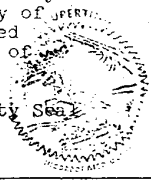
/s/ Wm. E. Ryder  
City Clerk

8170

CITY OF CUPERTINO  
COUNTY OF SANTA CLARA  
STATE OF CALIFORNIA

BCOR 8176 PAGE 101

I, Wm. E. Ryder, City Clerk of the City of  
Cupertino and ex officio clerk of the legislative body of  
said City do hereby certify that the within and annexed  
instrument is a true and correct copy of the original of  
the Resolution on file in my office.



IN WITNESS WHEREOF I have hereunto set my hand and City Seal  
this 27th day of June, 1968.

*W. E. Ryder*

8170

EXHIBIT "A"

BOOK 8176 PAGE 102

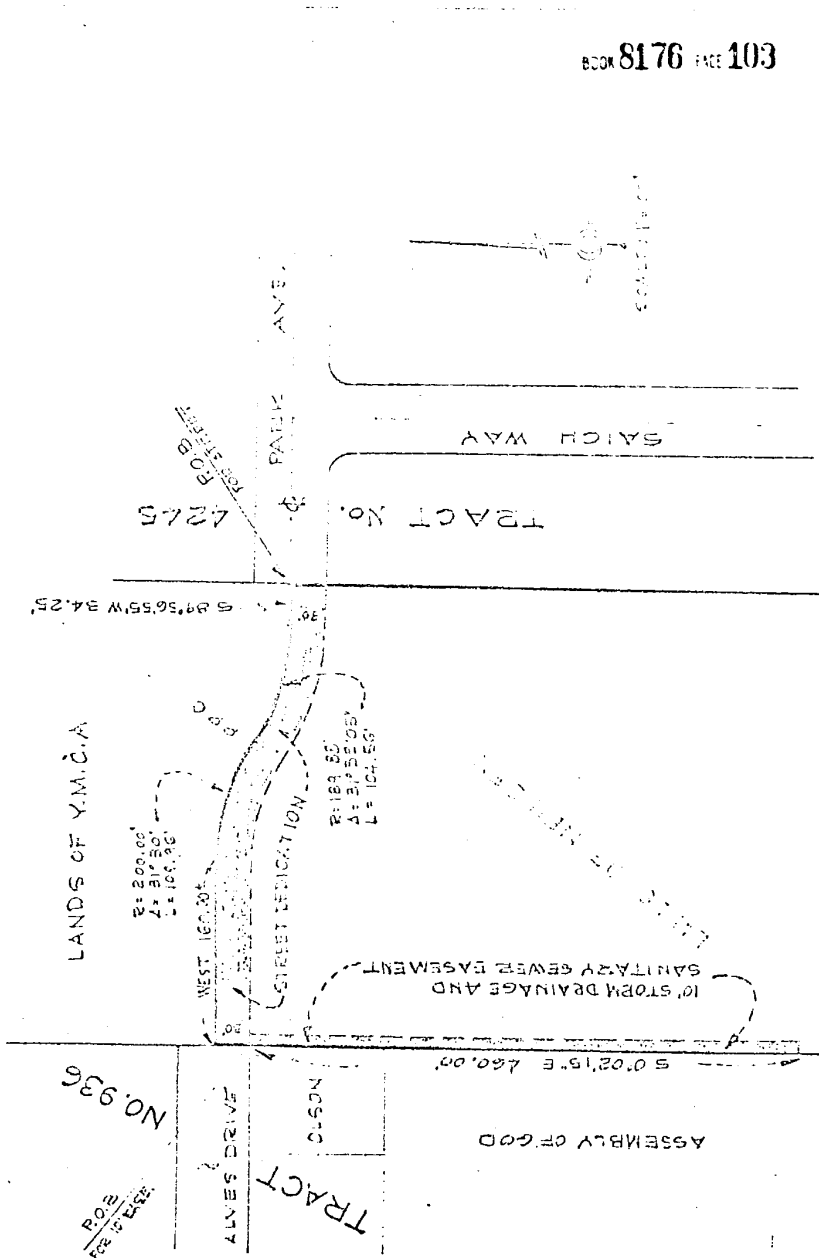
DESCRIPTION OF EASEMENT FOR STORM DRAINAGE  
AND SANITARY SEWER CONSTRUCTION AND MAINTENANCE

A 10 ft. wide strip of land, the Westerly line of which is described as follows:

BEGINNING on the South line of Alves Drive on the East boundary of Tract No. 936 as shown on the Map of said Tract 936 filed for record in Book 36 of Maps at Page 52 in the office of the County Recorder of Santa Clara County, said point being also the Northeast corner of Lot 9 of said Tract 936; thence running South  $0^{\circ} 02' 15''$  East along the Easterly boundary of said Tract 936 and the Southerly extension thereof a distance of 460 feet.

Being a portion of the lands of Minnie M. Neilsen as described in Book 1204 of Deeds at Page 522 in the office of the Recorder of Santa Clara County.

PLAT SHOWING E OF SAICH WAY  
DEDICATION & 10' STORM DRAINAGE  
EASEMENT TO LANDS OF Y.M.C.A.  
CORRECTING  
EDWARD B. WAGNER, CIVIL ENGINEER  
1111 1/2 AVENUE



0315

4488922

**NO FEE**

QUITCLAIM DEED AND AUTHORIZATION  
North of Stevens Creek Boulevard South of Alves Drive  
100 feet west of Saich Way

Please return to:  
City of Cupertino  
10300 Torre Avenue  
Cupertino, California 95014

0315 PAGE 602

SMALL HOLDERS ASSOCIATED, REAL ESTATE, INC.

hereinafter referred to as "GRANTOR," this 21st day of November, 1972, hereby grant, bargain, assign, convey, remise, release and forever quitclaim unto the CITY OF CUPERTINO, a municipal corporation, hereinafter referred to as "GRANTEE," its successors and assigns, all the right, title, interest, estate, claim and demand, both at law and in equity, and as well in possession as in expectancy of the GRANTOR as owner of that certain real property situate in the County of Santa Clara, State of California described in the Deed thereof filed in the Office of the County Recorder of the County of Santa Clara on the 9th day of December, 1971, in Book 9621 of Official Records at Page 700, more particularly described as follows:

(See Exhibit A attached)

to pump, take or otherwise extract water from the underground strata in the Santa Clara Valley for beneficial use upon the lands overlying said underground basin, and GRANTOR hereby irrevocably authorizes GRANTEE, its successors and assigns, on behalf of the GRANTOR and its successors in ownership of overlying lands in the said lands to take from said underground basin within the said lands any and all water which the owner or owners of said overlying lands may be entitled to take for beneficial use on said lands and to supply such water to such owner or owners or others as a public utility; provided, however, that nothing contained in this instrument shall be deemed to authorize GRANTEE to enter upon any of the lands described above or to authorize GRANTEE to make any withdrawal of water which will result in damage to

0315

0315 PAGE 603

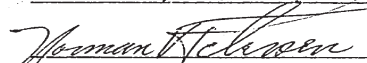
any building or structure erected upon said lands.

This assignment, conveyance and authorization is made for the benefit of each parcel of land within the above described lands and shall bind each owner of any parcel of land within said lands.

IN WITNESS WHEREOF, GRANTOR has executed this instrument the day and year first above written.

OWNERS:

SMALL HOLDERS ASSOCIATED,  
REAL ESTATE, INC.



Norman V. Petersen, Vice President

(Acknowledgement and  
Notarial Seal attached)

FILED FOR RECORD  
AT REQUEST OF  
*City of Augusta*  
Apr 8 1 14 PM '73  
OFFICIAL RECORDS  
STAFF CLARA COONEY  
SERGE A MANN  
REGISTRAR RECORDER

4488922

0315 PAGE 602

NO FEE

0315

0315 PAGE 604

STATE OF CALIFORNIA,

County of San Diego ss.

On this 21st day of December in the year one thousand nine hundred and 1933

before me, Wayne F. Smith, a Notary Public in and for the San Diego County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared

Marjorie V. Peterson known to me to be the Vice President of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.



IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of San Diego the day and year in this certificate first above written.

Wayne F. Smith  
Notary Public in and for the San Diego County of San Diego State of California.

(Acknowledgment—Corporation).

My Commission Expires October 22 1933

0315

CITY OF CUPERTINO

0315 PAGE 605

CERTIFICATE OF ACCEPTANCE is hereby given in order to comply with the provisions of Section 27281 of the Government Code.

This is to certify that the interest in real property conveyed by the deed or grant dated November 21, 1972, from Small Holders Associated, Real Estate, Inc. to City of Cupertino, a political corporation and/or governmental agency is hereby accepted by order of the City Council on (legislative body)

February 5, 1973, (or by the undersigned officer or agent on behalf of the (legislative body)

pursuant to authority conferred by resolution of the City Council adopted on February 5, 1973 (legislative body) (date)

and the grantee consents to recordation thereof by its duly authorized officer.

Dated: April 5, 1973

By Ellen M. Pagnini  
Deputy City Clerk, City of Cupertino

0315

C315 PAGE 6C6

RESOLUTION NO. 3406

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO ACCEPTING QUITCLAIM DEED AND AUTHORIZATION FOR UNDERGROUND WATER RIGHTS FROM SMALL HOLDERS ASSOCIATED, REAL ESTATE, INC., NORTH OF STEVENS CREEK BOULEVARD SOUTH OF ALVES DRIVE 100 FEET WEST OF SAICH WAY

WHEREAS, Small Holders Associated, Real Estate Inc. has executed a "Quitclaim Deed and Authorization", which is in good and sufficient form, quitclaiming all its rights in and authorizing the City of Cupertino, County of Santa Clara, State of California, to extract water from the underground basin, underlying that certain real property situate in the City of Cupertino, more particularly described in the attached Exhibit "A" and Exhibit "B", as follows:

All that certain real property situate in the City of Cupertino, County of Santa Clara, State of California, as shown and delineated on that certain deed filed in the office of the County Recorder of the County of Santa Clara on the 9th day of December, 1971, in Book 9621 of Official Records at Page 700.

NOW, THEREFORE, BE IT RESOLVED that the City of Cupertino accept said "Quitclaim Deed and Authorization" so tendered; and

IT IS FURTHER RESOLVED that the City Clerk be and he is hereby authorized to record said "Quitclaim Deed and Authorization" and this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 5th day of February, 1973, by the following vote.

AYES: Councilmen - Irwin, Jackson, Sparks, Frolich

NOES: Councilmen - None

ABSENT: Councilmen - Meyers

APPROVED:

/s/ Donald A. Frolich  
Mayor, City of Cupertino

ATTEST:

/s/ Wm. E. Ryder  
City Clerk

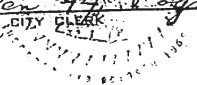
0315

THIS IS TO CERTIFY THAT THE WITHIN  
INSTRUMENT IS A TRUE AND CORRECT COPY  
OF THE ORIGINAL ON FILE IN THIS OFFICE.

C315 PAGE 6C7

ATTEST *April 5* 19 *73*  
CITY CLERK OF THE CITY OF CINCINNATI

BY *Ellen J. Pagnini*  
Deputy CITY CLERK



0315

0315 PAGE 608

Exhibit "A"  
Res. No. 3406

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

Beginning at the Easterly terminus of the center line of Alves Drive, in the Easterly line of Tract No. 936, a Map of which was filed for record in the office of the Recorder of the County of Santa Clara, in Book 36 of Maps, page 52; thence along the Easterly prolongation of said center line due East 160.00 feet to the beginning of a tangent curve; thence along the arc of a curve to the right, with a radius of 200.00 feet, through a central angle of  $31^{\circ}30'$  for an arc length of 109.96 feet to a point of reverse curvature; thence along the arc of a tangent curve to the left with a radius of 189.88 feet, through a central angle of  $31^{\circ}33'05''$  for an arc length of 104.56 feet to the intersection thereof with the Westerly prolongation of the center line of Park Avenue, as said Avenue is shown upon Tract No. 3061, a Map of which was filed for record in said Recorder's Office, in Book 140 of Maps, page 44; thence tangentially along said prolonged center line, North  $89^{\circ}56'55''$  East 34.25 feet to the intersection thereof with the Easterly line of that certain 3.976 acre parcel of land, as shown upon Record of Survey for Heileg and Nelsen, which Map was filed for record in Book 83 of Maps, page 10, Records of Santa Clara County, said point of intersection bears South  $0^{\circ}00'15''$  West 540.00 feet from the Northwest corner of that certain parcel of land conveyed to Edla Heileg, by Deed recorded October 9, 1959 in Book 4570 page 319 of Official Records, thence along the Westerly line of the land conveyed to Heileg South  $00^{\circ}00'15''$  West 795.26 feet to a point in the Southerly line of the Northwest  $1/4$  of Section 13, Township 7 South, Range 2 West, Mount Diablo Base and Meridian; thence along the last mentioned line, (being also the original centerline of Stevens Creek Boulevard), South  $89^{\circ}50'40''$  West 397.53 feet to the Southwest corner of that certain parcel of land distributed to Minnie May Neilsen, by that certain Decree of Distribution recorded July 15, 1944 in Book 1204, page 522 of Official Records, thence along the Westerly line of said land distributed to Minnie May Neilsen, North  $0^{\circ}02'5''$  West 853.76 feet, more or less, to the point of beginning.

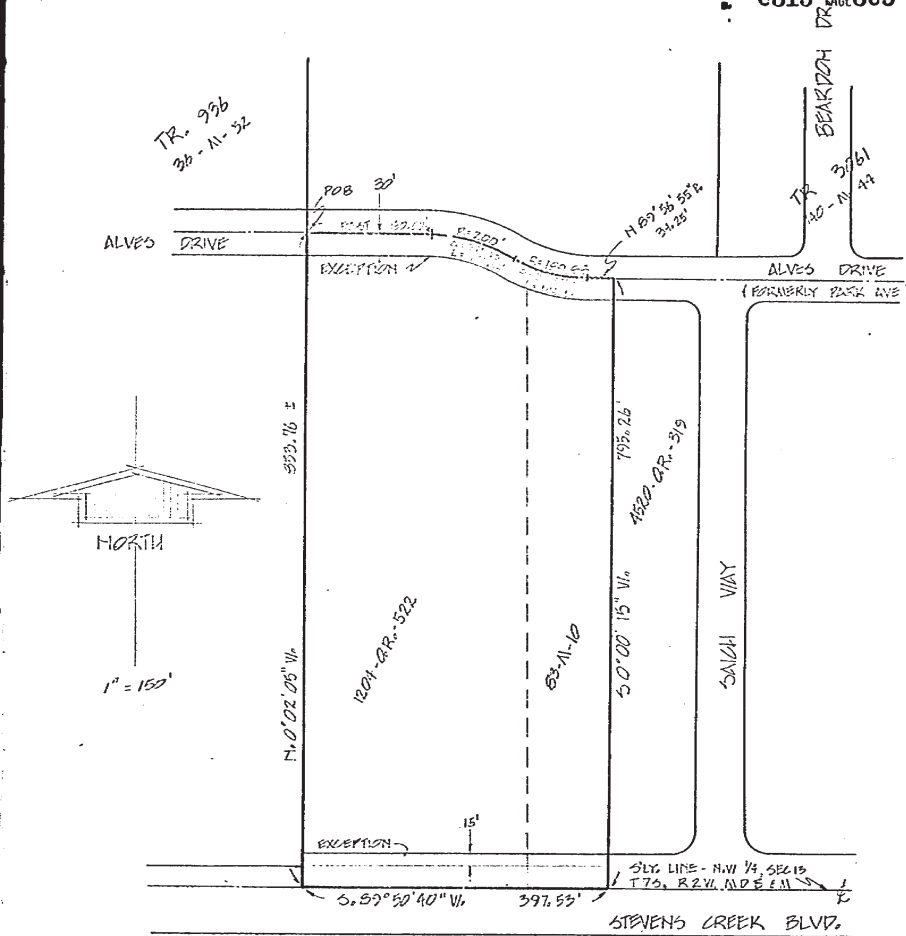
EXCEPTING THEREFROM the Northerly 15 feet of the Southerly 45 feet of said land, being described as Parcels 47A and 48A in that certain Final Judgement of Condemnation Case No. 191604 had in the Superior Court of the State of California, in and for the County of Santa Clara, ENTITLED "City of Cupertino vs. John C. Hunter, et al", a certified copy of which was recorded June 26, 1967 in Book 7764 Official Records, page 147.

Also excepting therefrom the Northerly 30 feet of said land dedicated to the City of Cupertino for public roadway purposes by an instrument recorded July 1, 1968, Book 8176 Official Records, page 104.

0315

EXHIBIT "B"

0315 PAGE 609



PLAT TO ACCOMPANY  
 QUITCLAIM DEED  
 FROM  
 SMALL HOLDER'S ASSOCIATED REAL ESTATE

51299.1

0473

62-311 2-73 REV.

AFTER RECORDING  
RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY  
Land Department  
77 Beale Street  
San Francisco, California 94106  
Attn: Title Administration Unit

Location: City/Town Cupertino

Recording Fee \$4.00

Documentary Transfer Tax \$ none

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances  
Remaining at Time of Sale

*Maurice Anderson*

Signature of declarant or agent determining tax

4563944

2307-02-1872

FOR RECORDER'S USE ONLY

DEED FOR RECORD  
AT REQUEST OF

*PGLE*

JUL 17 4 07 PM '73

0473 REC 551

0473 REC 551

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
GEORGE W. HANN  
REGISTERED RECORDER

APN 326-32

APPEASEMENT

Consideration or value of interest conveyed  
herein does not exceed \$100,000.

SMALL HOLDERS ASSOCIATED, REAL ESTATE, INC., a corporation,

first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,

second party, the right from time to time to construct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the City of Cupertino, County of Santa Clara, State of California, described as follows:

The parcel of land conveyed by El Camino & Distel, Inc. to Small Holders Associated, Real Estate, Inc. by deed dated December 8, 1971 and recorded in Book 9621 at page 700, Santa Clara County Records.

Said facilities shall consist of such underground conduits, pipes, manholes, service boxes, wires, cables, and other conductors of electricity; aboveground marker posts, risers, service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof as second party deems necessary, located within the strip of land described as follows:

A strip of land of the uniform width of 5 feet lying contiguous to and westerly of the easterly boundary line of said lands and extending from a line which passes through a point in the easterly boundary line of said lands and has a bearing of N. 89° 59' 38" W., northerly 50 feet; said point in the easterly boundary line of said lands bears N. 0° 00' 22" E. 150.0 feet distant from the point of intersection of said easterly boundary line of said lands with the northerly boundary line of the city street known as Stevens Creek Boulevard.

0473

62-3113

SHEET B

0473 PAGE 552

First party, shall not erect or construct any building or other structure or drill or operate any well within said strip of land.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF first party has executed these presents this 21st day of June, 19 73.

Executed in the presence of: Wayne H. Miller Its President

WITNESS Arlene C. Narvaez Its Asst. Secretary

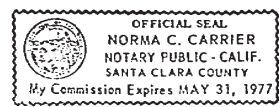
Prepared RLH  
Checked CEN

FOR NOTARY'S USE ONLY

62-4203 9-69 (CORPORATION)  
STATE OF CALIFORNIA } ss.  
County of Santa Clara  
On this 21<sup>st</sup> day of June, in the year 1973, before me, Norma C. Carrier  
a Notary Public in and for the said Santa Clara County, duly commissioned and sworn, personally appeared  
Wayne H. Miller, known to me to be the President and  
Arlene C. Narvaez, known to me to be the Assistant Secretary

~~KNOWING AND BEING~~  
of the corporation that executed the within instrument, and to be the person who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the Santa Clara County of Santa Clara, the day and year in this certificate first above written.



Norma C. Carrier  
Norma C. Carrier

Notary Public in and for the Santa Clara County of Santa Clara, State of California  
My Commission Expires May 31, 1977

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

4640340

0631 PAGE 16  
6.00

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
GEORGE A. HANN  
REGISTERED RECORDER

OCT 30 2 03 PM '73

CALIFORNIA WATER SERVICE CO.

FILED FOR RECORD  
AT REQUEST OF

4640340

QUITCLAIM DEED AND AUTHORIZATION

REALTY NOT SOLD  
*M. S. Smith*

THIS INDENTURE, made and executed this 27th day of  
September, 19 73, by and between SMALL HOLDERS ASSOCIATED,  
REAL ESTATE, INC. (S.H.A.R.E., Inc.)

hereinafter called "Grantor", and CALIFORNIA WATER SERVICE COMPANY, a  
California corporation, hereinafter called "Grantee",

0631 PAGE 16

W I T N E S S E T H:

For and in consideration of the sum of One Dollar (\$1.00) in hand  
paid by Grantee to Grantor and of other valuable consideration, receipt  
whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell,  
assign, convey, remise, release and forever quitclaim unto Grantee, its  
successors and assigns, all right, title, interest, estate, claim and demand,  
both at law and in equity, and as well in possession as in expectancy of  
Grantor as owner of that parcel of real property hereinafter called the  
"Subdivision", situate in the County of Santa Clara,

State of California, described as follows:

Beginning at the Easterly terminus of the center line of Alves Drive, in the Easterly line of Tract No. 936, a Map of which was filed for record in the office of the Recorder of the County of Santa Clara, in Book 36 of Maps, page 52; thence along the Easterly prolongation of said center line due East 160.00 feet to the beginning of a tangent curve; thence along the arc of a curve to the right, with a radius of 200.00 feet, through a central angle of 31° 30' for an arc length of 109.96 feet to a point of reverse curvature; thence along the arc of a tangent curve to the left with a radius of 189.88 feet, through a central angle of 31° 33' 05" for an arc length of 104.56 feet to the intersection thereof with the Westerly prolongation of the center line of Park Avenue, as said Avenue is shown upon Tract No. 3061, a Map of which was filed for record in said Recorder's Office, in Book 140 of Maps, page 44; thence tangentially along said prolonged center line, North 89° 56' 55" East 34.25 feet to the intersection thereof with the Easterly line of that certain 3.976 acre parcel of land, as shown upon Record of Survey for Heileg and Nelsen, which Map was filed for record in Book 83 of Maps, page 10, Records of Santa Clara County, said point of intersection bears South 0° 00' 15" West 540.00 feet from the Northwest corner of that certain parcel of land conveyed to Edla Heileg, by Deed recorded October 9, 1959 in Book 4570 page 319 of Official Records, thence along the Westerly line of the land conveyed to Heileg South 0° 00' 15" West 795.26 feet to a point in the Southerly line of the Northwest 1/4 of Section 13, Township 7 South, Range 2 west, Mount Diablo Base and Meridian; thence along the last mentioned line, (being also the original centerline of Stevens Creek Boulevard), South 89° 50' 40" West 397.53 feet to the Southwest corner of that certain parcel of land distributed to Mimie May Nelsen, by that certain Decree of Distribution recorded July 15, 1944 in Book 1704, page 522 of Official Records, thence along the Westerly line of said land distributed to Mimie May Nelsen, North 0° 02' 5" West 853.76 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM the Northerly 15 feet of the Southerly 45 feet of said land, being described as Parcels 47A and 48A in that certain Final Judgment of Condemnation Case No. 191604 had in the Superior Court of the State of California, in and for the County of Santa Clara, ENTITLED "City of Cupertino vs. John C. Hunter, et al", a certified copy of which was recorded June 26, 1967 in Book 7764 Official Records, page 147.

Also excepting therefrom the Northerly 30 feet of said land dedicated to the City of Cupertino for public roadway purposes by an instrument recorded July 1, 1968, Book 8176 Official Records, page 104.

to pump, take or otherwise extract water from beneath the Subdivision for beneficial use upon lands within Grantee's Los Altos-Suburban District, and Grantor hereby irrevocably authorizes Grantee, its successors

2x

1 0631 PAGE 17

and assigns, on behalf of Grantor and its successors in ownership of overlying lands in the Subdivision to take from beneath the Subdivision for such use any and all water which the owner or owners of said overlying lands may be entitled to take for beneficial use on said lands and to supply such water to a public utility; provided, however, that nothing contained in this instrument shall be deemed to authorize Grantee to enter upon any of the lots delineated upon the above described map or to authorize Grantee to make any withdrawal of water which will result in damage to any building or structure erected upon said lots, and provided further that this conveyance is made subject to the condition that if any owner of lands within the Subdivision at any time hereafter desires to develop his own source of water and drills a producing well upon his own land, Grantee, upon receipt of the written request of such owner, together with the payment of a consideration of One Dollar (\$1.00), will quitclaim promptly to such owner any rights created by this instrument relating to the land of such owner.

This assignment, conveyance and authorization is made for the benefit of each parcel of land within the Subdivision and shall bind each owner of any parcel of land within the Subdivision.

IN WITNESS WHEREOF, Grantor has executed this instrument the day and year first above written.

*Muri M. Fritschle*  
Muri M. Fritschle, President

*Dale Rhoades*  
Dale Rhoades, Vice President

Grantor

37

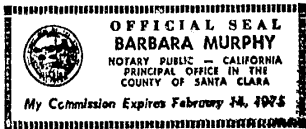
0631 PAGE 19

STATE OF CALIFORNIA )  
County of Santa Clara ) SS.

On this 27th day of September, in the year 1973,  
before me, the undersigned, a Notary Public in and for the  
County of Santa Clara, State of California, residing therein and  
duly commissioned and sworn, personally appeared \_\_\_\_\_  
Murl M. Fritschle and Dale Rhoades

known to me to be the President and Vice President  
of the corporation described in and that executed the within instrument, and  
also known to me to be the person S who executed the within instrument on behalf  
of the corporation therein named, and acknowledged to me that such corporation  
executed the same, pursuant to its by-laws or a resolution of its board of  
directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official  
seal at my office in said County and State the day and year in this certificate  
first above written.



Barbara Murphy  
Notary Public  
in and for the County of Santa Clara

My Commission Expires \_\_\_\_\_

4X

CALIFORNIA WATER SERVICE COMPANY

RIGHT OF WAY FOR PIPE LINE

4644993

0640 PAGE 205

BY REALTY NOT SOLD  
Alk. 10/10/73

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
REGISTERED AND RECORDED

NOV 7 1 46 PM '73

California Water Service Co

RECORDED FOR RECORD AT REQUEST OF 0640 PAGE 205

4644993

THIS INDENTURE, made and entered into this

11th day of October, 1973,

by and between SMALL HOLDERS ASSOCIATED, REAL

4.00

ESTATE, INC., a California corporation  
of the City of Los Altos, County of Santa Clara  
State of California, hereinafter referred to as the Grantor, and CALIFORNIA WATER  
SERVICE COMPANY, corporation organized and existing under and by virtue of the laws  
of the State of California, hereinafter referred to as the Grantee.

WITNESSETH: That the Grantor for and in consideration of the sum of One Dollar (\$1.00) in hand paid by the Grantee, and other valuable consideration, receipt whereof is hereby acknowledged, hereby grant unto the Grantee, its successors and assigns forever, for the purposes hereinafter set forth and for such purposes only, an easement and right of way over and across the lands of the Grantor, situated in the City of Cupertino, County of Santa Clara, State of California, such easement and right of way being described as follows: A 20 foot easement for waterline purposes over that certain real property situate in the City of Cupertino, County of Santa Clara, State of California, whose centerline is described as follows: Commencing at a point at the Easterly terminus of the centerline of Alves Drive, the Easterly line of Tract No. 936, a Map of which was filed for record in the office of the Recorder of the County of Santa Clara, in Book 36, Page 52 of Maps; thence S 00°01'06" E 30.00 feet to a point on the Westerly line of that certain parcel of land distributed to Minnie May Nielsen, by that certain Decree of Distribution recorded July 15, 1944 in Book 1204, Page 522 of Official Records; thence N 89°59'54" E 160.04 feet to the beginning of a tangent curve to the right; thence along said tangent curve with a radius of 170.00 feet through a central angle of 25°30'00" for an arc distance of 75.66 feet to the True Point of Beginning; thence S 25°29'54" E 25.00 ft; thence S 00°00'18" W 550.00 feet; thence S 45°00'18" W, 34.36 feet; thence S 00°00'18" W, 165.34 feet to a point on a line which is parallel with and distant Northerly at right angles 45.00 feet from the original center line of Stevens Creek Boulevard, said point bears S 89°54'04" W 200.00 feet from a point on the Easterly line of that certain 3,976 acre parcel of land, as shown upon Record of Survey for Heilig and Nielsen, which Map was filed for record in Book 83, Page 10 of Maps, Records of Santa Clara County

together with the right of free ingress thereto and egress therefrom. The easement and right of way hereinbefore described shall be used by the Grantee for the purpose of constructing, laying, maintaining, operating, using, altering, repairing, inspecting, and relocating thereon and thereupon and/or removing therefrom a main, or mains, pipe line, or pipe lines, with any and all connections and fixtures necessary or convenient thereto, for the transportation, distribution, sale and/or supply of water in connection with its business as a public utility water company and for all necessary purposes in connection therewith.

IN WITNESS WHEREOF, the said Grantor has executed these presents the day and year first above written.  
SMALL HOLDERS ASSOCIATED, REAL ESTATE, INC  
A California corporation

BY: Muel M. Fritschle President

BY: [Signature] Vice Pres.



(Attach acknowledgment here.)

EST 2081 295

GI	PL	LOC	DOC	PAR	LT	BLK	SUB	BK	PG
----	----	-----	-----	-----	----	-----	-----	----	----

92-2111 2/23/74

NOT FOR RECORDING  
RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY  
Land Department  
77 Beale Street  
San Francisco, California 94106  
Attn: Title Administration Unit

0736 412

2307-02-1892-4690926

FOR RECORDER'S USE ONLY

FOR RECORD  
REQUEST OF

0736 412

PACIFIC GAS AND ELECTRIC CO.

JAN 23 1 52 PM '74

Location, City/County Cupertino  
Recording Fee \$ 4.00  
Documentary Transfer Tax none  
 Computed on Full Value of Property Conveyed, or  
 Computed on Full Value Less Liens & Encumbrances  
Remaining at Time of Sale

OFFICE OF RECORDS  
SANTA CLARA COUNTY  
GEORGE W. BARN  
REGISTERED RECORDER

*Mauro Hernandez*  
Signature of declarant or agent determining tax

4.00

EASEMENT

Consideration or value of interest conveyed  
by grantor for record \$100.00

SMALL HOLDERS ASSOCIATED, REAL ESTATE, INC., a corporation,

first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,

second party, the right from time to time to construct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the City of Cupertino, County of Santa Clara, State of California, described as follows:

The parcel of land conveyed by El Camino & Diatel, Inc. to Small Holders Associated, Real Estate, Inc., by deed dated December 8, 1971 and recorded in Book 9621 of Official Records at page 700, Santa Clara County Records.

Said facilities shall consist of:

One or more underground pipes with suitable service pipes and connections. The conveyance of gas to be installed within the strip of land shall be by employees of second party and approved by the employees of second party. Said facilities shall include: overhead conductors, pipe, manholes, service boxes, wires, cables, electrical conductors, aboveground marker posts, risers, insulators, underground and aboveground switches, fuses, terminals, transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as second party deems necessary located within the strips of land of the uniform width of 10 feet the center lines of which are located on the ground by stakes set by the employees of second party and approved by first party.

Second party may further define the location of said facilities by recording a Notice of Pipe Description describing the facilities and setting forth a description of said strips of land.

My Commission Expires

NOV 31 1973

1690912

JAN 23 1974

GI	PL	LOC	DOC	PAR	LT	BLK	SUB	BK	PG
----	----	-----	-----	-----	----	-----	-----	----	----

SHEET 3

0736 413

First party shall not erect or construct any building or other structure or drill or operate any well within said strips of land.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF first party has executed these presents this 26<sup>th</sup> day of December, 1973.

SMALL HOLDERS ASSOCIATED, REAL ESTATE, INC.

*Muriel M. Fritschle, Pres.*  
Muriel M. Fritschle  
*Arlene C. Narvaez, Asst. Secretary*  
Arlene C. Narvaez

Executed in the presence of:

WITNESS

Prepared LVL 9074 WO 8-1137-C, SJL-9004,  
Map G-13-19 & 24, APN 326-32-038,  
S1/4 of NW1/4 of Section 13,  
T.7S., R.2W., M. D. B. & M.

Checked GEM

SHARDES 8-88 CORPORATION

STATE OF CALIFORNIA

County of Santa Clara

On this 26th day of December, in the year 1973, before me, Norma C. Carrier

a Notary Public in and for the said County, duly commissioned and sworn, personally appeared

Muriel M. Fritschle and Arlene C. Narvaez

President and Assistant Secretary

I, the undersigned, a Notary Public in and for the said County, do hereby certify that the within instrument, and the same, was executed by the said corporation and the undersigned, and that the same is a true and correct copy of the original instrument as the same appears in the records of said corporation, and that the same is a true and correct copy of the original instrument as the same appears in the records of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Santa Clara, the day and year in this certificate first above written.

Notary Public in and for the

County of Santa Clara, State of California

May 31, 1977

My Commission Expires

450307

8 6 HW

6801243

TRANSAMERICA TITLE INSURANCE COMPANY  
Title No. 0003627  
Escrow No. 166504  
WHEN RECORDED MAIL TO:  
STEVENS CREEK OFFICE CENTER ASSOC.  
c/o Transamerica Title Insurance Co.  
90 No. First St.  
San Jose, California

F 496 PAGE 692

Recorded at the request of  
Transamerica Title Insurance Co.  
AUG 11 1980 8:01 A.M.  
George A. Mann, Recorder  
Santa Clara County, Official Recorder

DECLARATION OF  
COVENANTS RUNNING WITH THE LAND

F 496 PAGE 692

THIS DECLARATION is made as of the 1st day of July,  
1980, by STEVENS CREEK OFFICE CENTER ASSOCIATES, a California  
limited partnership and Frank and Sally A. LaHaye ("Declarant").

WHEREAS, Declarant is the owner of certain real prop-  
erty located in the City of Cupertino, County of Santa Clara, more  
particularly described as follows:

See Exhibits "A" and "A-1" attached  
hereto and made a part hereof.

WHEREAS, Declarant has applied for and received ap-  
proval from the Planning Commission of the City of Cupertino for  
an office building on Parcels B and 2 of the aforementioned prop-  
erty ("Subject Site"); and

WHEREAS, said approval by Planning Commission Resolution  
1960 was conditioned upon the recording of a deed restriction and  
covenant running with the land, as approved by the City Attorney,  
providing reciprocal cross vehicular circulation ingress/egress ease-  
ments and parking area usage among all parcels 1, 2, and 3 of Parcel

AUG 11 1980

A, and Parcel B as shown on the attached Tentative Parcel Map  
# 280151 (Exhibit A-1);

WHEREAS, Declarant has agreed to so comply;

NOW, THEREFORE, Declarant hereby declares as follows:

1. The owners of Parcel B and the owners of Parcels 1, 2, and 3 of Parcel A as shown on the attached Exhibit A-1 shall have and are hereby granted, as an appurtenance for the benefit of each such Parcel and the owners thereof, reciprocal non-exclusive rights and easements for purposes of ingress, egress and circulation over and upon all driveways currently existing or hereafter constructed on all of said Parcels.

2. The owners of Parcels 1 and 2 of Parcel A as shown on the attached Exhibit A-1 grant to each other and the owners of Parcel B non-exclusive rights and easements for purposes of parking in the parking areas currently existing or hereafter constructed on Parcels 1 and 2 of Parcel A.

3. The foregoing grants apply with respect to the driveways and specified parking areas shown on the attached tentative map (Exhibit A-1) and shall be automatically changed as necessary to conform to the driveway and specified parking areas of the respective Parcels as shown on any final map with respect to such property which is approved by the City of Cupertino and duly recorded or any future amendment of the final map duly approved by the City of Cupertino and recorded.

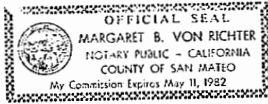
4. This Declaration is intended to be a covenant running with the land and shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of each present or future owner of the property described herein. The undersigned agree to include in any

transfer of any Parcel as to which this Declaration applies a deed restriction referring to this Declaration.

STEVENS CREEK OFFICE CENTER ASSOCIATES, a California limited partnership

By: John Volckmann  
John Volckmann  
General Partner

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN MATEO )



On this 17th day of July in the year one thousand nine hundred and eighty before me, Margaret B. von Richter, a Notary Public, State of California, duly commissioned and sworn, personally appeared John Volckmann known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, in the County of San Mateo the day and year in this certificate first above written.

Margaret B. von Richter  
Notary Public, State of California

By: Frank LaHaye  
Frank LaHaye

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN MATEO )

By: Sally A. LaHaye  
Sally A. LaHaye

On this 17th day of July in the year one thousand nine hundred and eighty before me, Margaret B. von Richter a Notary Public, State of California, duly commissioned and sworn, personally appeared Frank LaHaye and Sally A. LaHaye known to me to be the persons that executed the within instrument, and acknowledged to me that each of them executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, in the County of San Mateo the day and year in this certificate first above written.

Margaret B. von Richter  
Notary Public, State of California

EXHIBIT A

F 496 PAGE 695

DESCRIPTION OF LANDS OF FRANK AND SALLY A. LAHAYE  
AND STEVENS CREEK OFFICE CENTER ASSOCIATES AS FOLLOWS:

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

Beginning at the easterly terminus of the center line of Alves Drive, in the easterly line of Tract no. 936 a map of which was filed in book 36 of maps at page 52, Santa Clara County Records;

Thence leaving said centerline south 30.00 feet to a point on the southerly right-of-way line of Alves Drive and the True Point of Beginning.

Thence along said right-of-way line east, 159.98 feet to the beginning of a tangent curve;

Thence along the arc of a curve to the right, having a radius of 170.00 feet, through a central angle of  $31^{\circ} 30' 00''$ , for a distance of 93.46 feet to a point of reverse curvature;

Thence along the arc of a curve to the left, having a radius of 220.31 feet, through a central angle of  $31^{\circ} 32' 20''$ , for a distance of 121.27 feet;

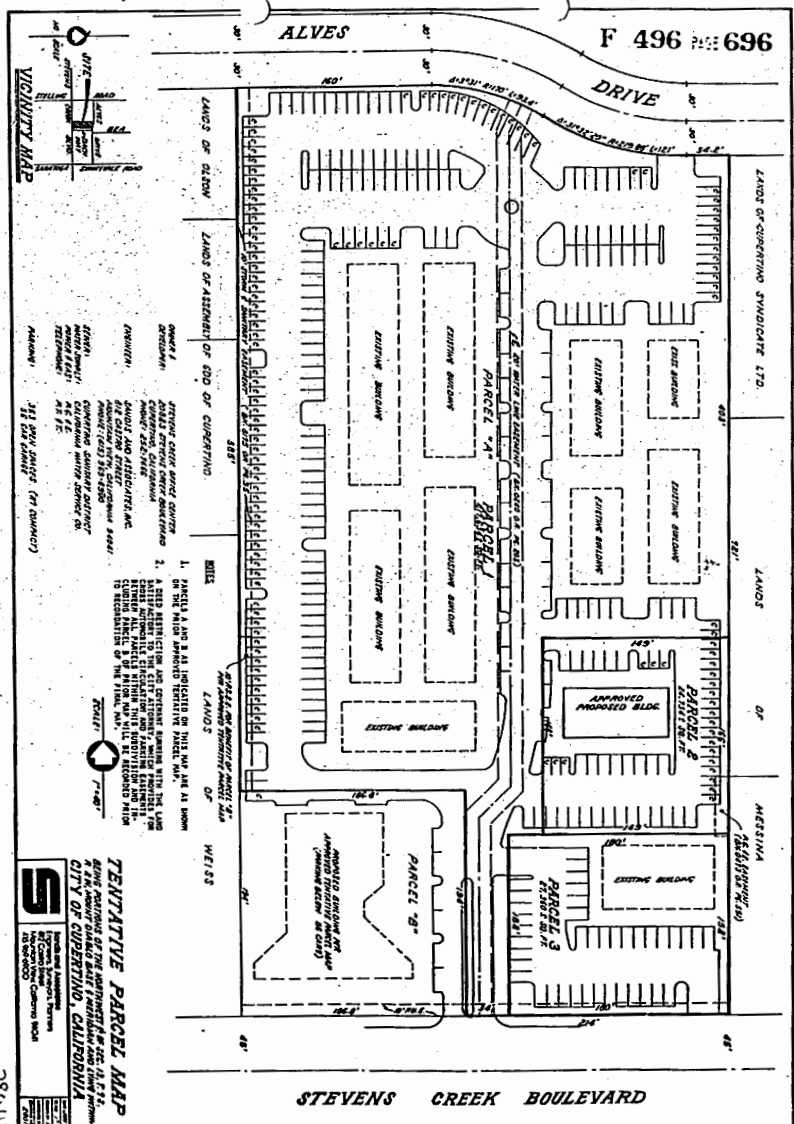
Thence north  $89^{\circ} 57' 40''$  east, 34.23 feet to a point on the easterly line of that certain 3.976 acre parcel of land, as shown upon the Record of Survey for Heilig and Nielsen, recorded in book 83 of maps at page 10, Santa Clara County Records;

Thence south  $00^{\circ} 00' 15''$  west, 721.15 feet to the northerly right-of-way line of Steven Creek Boulevard;

Thence along said right-of-way line south  $89^{\circ} 54' 03''$  west, 397.73 feet to westerly line of lands distributed to Minnie May Nielsen, by that certain Decree of Distribution recorded July 15, 1944 in book 1204, page 522 of Official Records;

Thence along the westerly line of said land north  $00^{\circ} 02' 15''$  west, 779.33 to the True Point of Beginning.

Containing a total area of 6.932 acres more or less.



F 496 PAGE 696

VICINITY MAP

OWNER 1: [Name]  
 OWNER 2: [Name]  
 OWNER 3: [Name]  
 OWNER 4: [Name]  
 OWNER 5: [Name]

1. PARCELS 1 AND 2 ARE INTERESTS OF THIS PROJECT AS SHOWN IN THE MAP APPROVED TENTATIVE MAP, N.Y. 100,000,000, AS AMENDED BY THE CITY OF CURETINO, CALIFORNIA, ON 08/11/80.

**TENTATIVE PARCEL MAP**  
 BEING PART OF THE MAP FOR THE DEVELOPMENT OF THE PROJECT IN THE CITY OF CURETINO, CALIFORNIA  
 PREPARED BY [Firm Name]  
 DATE: [Date]

AUG 11 1980

Exhibit A-1

38015

<p>2307-02-1535          AFTER RECORDING RETURN TO:          PACIFIC GAS AND ELECTRIC COMPANY          Land Department, Room 804          111 Almaden Boulevard          San Jose, CA 95198</p>	<p>F 812 PAGE 204      6936802</p> <p>AT REQUEST OF          PACIFIC GAS &amp; ELECTRIC CO.          FOR RECORDER'S USE ONLY</p> <p>DEC 25 1980          COUNTY OF SANTA CLARA          REGISTERED RECORDER</p>
<p>Location: City/County <u>SUPERIOR</u>          Recording Fee <u>\$ 5.00</u>          Documentary Transfer Tax \$ <u>NONE</u>  <input type="checkbox"/> Computed on Full Value of Property Conveyed, or  <input type="checkbox"/> Computed on Full Value Less Liens &amp; Encumbrances          Remaining at Time of Sale</p> <p><i>Fullan</i>          Signature of declarant or agent determining tax</p>	<p>F 812 PAGE 204</p>

NOTICE OF FINAL DESCRIPTION

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Pacific, pursuant to the rights conveyed to it by that certain grant of easement from SMALL HOLDERS ASSOCIATED, REAL ESTATE, INC., to Pacific Gas and Electric Company, dated December 26, 1973 and recorded in Book 0736 of Official Records at page 412, Santa Clara County Records, State of California, does hereby further define the location of the strips of land referred to in said grant of easement as follows:

1. A strip of land of the uniform width of 10 feet lying contiguous to and easterly of the westerly boundary line of the parcel of land conveyed by Stevens Creek Office Center Associates to Frank La Haye and others by deed dated March 20, 1978 and recorded in Book D549 of Official Records at page 481, Santa Clara County Records and extending from the northerly boundary line of said lands, southerly 585.1 feet.
2. A strip of land of the uniform width of 10 feet extending easterly from the easterly boundary line of the strip of land hereinbefore described and designated 1 and lying 5 feet on each side of a line which begins at a point in said westerly boundary line and runs thence south 89° 59' east 66.0 feet to a point within said lands; said point of beginning bears south 00° 00' west 275.0 feet distant from the northwest corner of said lands.

DEC 26 1980

F 812 PAGE 205

3. A strip of land of the uniform width of 10 feet extending from the easterly boundary line of the strip of land hereinbefore described and designated 1 easterly to the easterly boundary line of said lands and lying 5 feet on each side of a line which begins at a point in said westerly boundary line and runs thence south  $88^{\circ} 41'$  east approximately 397 feet to a point in the easterly boundary line of said lands; said point of beginning bears south  $00^{\circ} 00'$  west 575.1 feet distant from the northwest corner of said lands.

4. A strip of land of the uniform width of 10 feet extending southerly and southwesterly from the northerly boundary line of said lands and lying 5 feet on each side of a line which begins at a point in said northerly boundary line of said lands and runs thence south  $00^{\circ} 00'$  west, parallel with and distant 5.0 feet westerly from (measured at a right angle to) the easterly boundary line of said lands, 110.9 feet; thence south  $32^{\circ} 27'$  west 29.7 feet to a point in said lands.

Nothing herein contained shall, or shall be construed to, modify in any way or terminate any of the rights and obligations of the parties under and by virtue of said grant of easement in the land therein described.

IN WITNESS WHEREOF, Pacific has executed these presents this 12<sup>th</sup>  
day of December, 19 80.

PACIFIC GAS AND ELECTRIC  
COMPANY

*T. C. Gigliotti*  
T. C. Gigliotti - Supervisor  
Title Administration

Acct. 961, Map G-13 - 19 & 24, SJL 9094,  
Ch. 1, FB 119-135, SW¼ of NW¼ of Sec. 13,  
T.7S., R.2W., MDB&M, Ref: LD 2307-02-1892  
(Tape Y)

DEC 26 1980

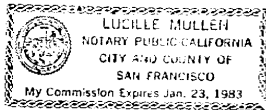
62-4203 (Corporation) Rev. 7/78

STATE OF CALIFORNIA  
County of San Francisco } ss.

F 812 PAGE 206

On this 15th day of December in the year 19 80 before me, Lucille Mullen  
a Notary Public in and for said State, duly commissioned and sworn, personally appeared  
T. C. Gigliotti

Official Seal



known to me to be the  
Supervisor, Title Administration  
of the corporation that executed the within instrument, and to be the person  
who executed the said instrument on behalf of said corporation therein named, and  
acknowledged to me that such corporation executed the within instrument pursuant  
to its by-laws or a resolution of its board of directors.

*Lucille Mullen*

Notary Public in and for the said State

DEC 26 1980

62-3(1) 2-3REV.

2207-02-1549

AFTER RECORDING  
RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY  
Land Department, Room 804  
111 Almaden Boulevard  
San Jose, CA 95198

Location: City CUPERTINO  
Recording Fee 16.00  
Documentary Transfer Tax \$ NONE  
 Computed on Full Value of Property Conveyed, or  
 Computed on Full Value Less Liens & Encumbrances  
Remaining at Time of Sale

Sweet J. Nassi  
Signature of declarant or agent determining tax

FOR RECORDER'S USE ONLY 7015056  
AS REQUESTED

REC FEE	6.00
MICRO	
LIEN REC	
SM:PF	

P.M.+E.  
Mar 26 11 AM '81

REGISTRAR RECORDER  
SANTA CLARA COUNTY  
GEORGE K. PARR

F 983 403

Chambers

valuation of value of interest conveyed  
begin does not exceed \$100,000

FRANK LAHAYE and SALLY A. LAHAYE, husband and wife,

STEVENS CREEK OFFICE CENTER ASSOCIATES, a limited partnership, in which John E. Volckmann is the general partner,

first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, second party, the right from time to time to construct, install, inspect, maintain, replace, remove and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the City of Cupertino, County of Santa Clara, State of California, described as follows:

APN 326-32-45

PARCEL "A" and PARCEL "B" as shown upon the Parcel Map filed for record in Book 474 of Maps at page 37, Santa Clara County Records.

Said facilities shall consist of:

Such underground conduits, pipes, manholes, service boxes, wires, cables and electrical conductors; aboveground marker posts, risers and service pedestals; underground and aboveground switches, fuses, terminals and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as second party deems necessary located within the strips of land described as follows:

1. A strip of land of the uniform width of 20 feet extending northerly from the northerly boundary line of said PARCEL "B" and lying 10 feet on each side of a line which begins at a point in said northerly boundary line and runs thence north 00° 01' east 30 feet to a point within said PARCEL "A"; said point of beginning bears north 89° 54' east 15.0 feet distant from the northwest corner of said PARCEL "B".

P.G.A.E. CO.  
COPY

MAR 26 1981

F 983 PAGE 404

2. A strip of land of the uniform width of 10 feet lying contiguous to and southerly of the northerly boundary line and the easterly prolongation thereof of said PARCEL "B" and extending from the westerly boundary line of said PARCEL "B", easterly 203 feet.

3. A strip of land of the uniform width of 10 feet, extending northerly from the northerly boundary line of the strip of land described and designated 3 in the Notice of Final Description dated December 12, 1980 and recorded in Book F812 of Official Records at page 204, Santa Clara County Records, and lying 5 feet on each side of a line which begins at a point in the center line of said Strip 3 and runs thence north  $00^{\circ} 01'$  east 15 feet to a point within said PARCEL "A"; said point of beginning bears north  $39^{\circ} 47\frac{1}{2}'$  east 254.2 feet distant from the southeast corner of said PARCEL "B".

MAR 26 1991

First party shall not erect or construct any building or other structure or drill or operate any well within said strips of land.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF first party has executed these presents this 18<sup>th</sup> day of March, 1981.

STEVENS CREEK OFFICE CENTER  
ASSOCIATES

Frank LaHaye  
Frank LaHaye

John E. Volckmann  
John E. Volckmann, general partner

Sally A. LaHaye  
Sally A. LaHaye

Executed in the presence of:

Jay C. Aleck  
Witness  
JAY C. ALECK

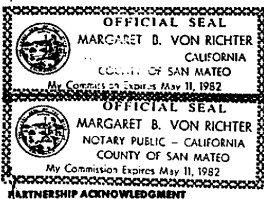
WO 13382-A, SJL 9094, Ch. 2, F.B. 121-121,  
Map G-13 and G-19, SW¼ of NW¼ of Sec. 13,  
T.7S., R.2W., MDB&M (ro/er/lgg) (Tape V)

FOR NOTARY'S USE ONLY

STATE OF CALIFORNIA  
COUNTY OF SAN MATEO

} SS

ON March 18, 1981, before me, the undersigned, a Notary Public in and for said County and State personally appeared John E. Volckmann



known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Notary's Signature Margaret B. Von Richter

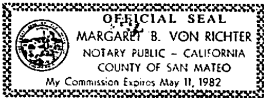
MAR 26 1981

STATE OF CALIFORNIA  
COUNTY OF SAN MATEO

}ss

F 983 PAGE 406

ON March 18, 1981, before me, the  
undersigned, a Notary Public in and for said County and State, personally appeared  
Frank LaHaye and Sally A. LaHaye



known to me to be the person s whose name s are subscribed to the within  
instrument, and acknowledged to me that t.h.v executed the same.

Notary's Signature *Margaret B. Von Richter*

GENERAL ACKNOWLEDGMENT  
Form No. 16

MAR 26 1981

RETURN TO CITY  
OF CUPERTINO  
10300 TORRE AVE.  
CUPERTINO, CA 95014

7884481

NO FEE IN ACCORDANCE  
WITH GOV CODE C103

FILED FOR RECORD  
AT REQUEST OF  
*City of Cupertino*  
NOV 13 9 24 AM '83

1055 PAGE 685

*DX*

RESOLUTION NO. 6196  
SPECIAL RECORDS  
SANTA RAE COUNTY  
FORCES & MANN  
SUPERVISOR RECORDER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO APPROVING LOT LINE ADJUSTMENT BETWEEN TWO PARCELS OF LAND WITHOUT A PARCEL MAP IN ACCORDANCE WITH SECTION 66412 (d) OF SUBDIVISION MAP ACT AS AMENDED JANUARY 1, 1980 STEVENS CREEK OFFICE CENTER

WHEREAS, there has been submitted to the staff a lot line adjustment between Parcel 2 and Parcel 3 of map filed in the office of the County Recorder on December 30, 1980, in Book 477 of Maps, Pages 51 and 52, described in the attached Exhibits "A" and "B", and

WHEREAS, the City staff has reviewed the adjustment to see if a parcel map is required; and

WHEREAS, in accordance with Section 66412 (d) of the Subdivision Map Act this adjustment may be made without filing a parcel map;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cupertino hereby approves the aforementioned lot line adjustment and exempts it from the requirements of the parcel map.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 31st day of October, 1983 by the following vote:

<u>Vote</u>	<u>Members of the City Council</u>
AYES:	Gatto, Johnson, Rogers, Sparks, Plungy
NOES:	None
ABSENT:	None
ABSTAIN:	None
ATTEST:	

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

ATTEST: *[Signature]* NOV 15 1983  
CITY CLERK OF THE CITY OF CUPERTINO

BY: *[Signature]*  
CITY CLERK

/s/ Dorothy Cornelius  
City Clerk

/s/ John J. Plungy, Jr.  
Mayor, City of Cupertino

NOV 15 1983

NOV 15 1983

BEGINNING AT THE NORTHEAST PROPERTY CORNER OF LOT 3, AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, SAID POINT ALSO BEING THE SOUTHEAST PROPERTY CORNER OF LOT 2, AS SHOWN ON SAID MAP;

THENCE SOUTH 0°00'15" EAST 189.00 FEET TO STEVENS CREEK BOULEVARD;

THENCE ALONG THE RIGHT-OF-WAY LINE FOR STEVENS CREEK BOULEVARD SOUTH 89°54'03" EAST 210.88 FEET;

THENCE NORTH 0°05'57" WEST 152.00 FEET;

THENCE NORTH 89°54'03" EAST 122.84 FEET;

THENCE NORTH 0°05'57" WEST 37.00 FEET;

THENCE NORTH 89°54'03" EAST 57.50 FEET TO THE POINT OF BEGINNING; AND CONTAINING 0.677 ACRES MORE OR LESS.

PARCEL 3

BEGINNING AT THE MOST SOUTHEAST PROPERTY CORNER OF LOT 2, AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, SAID POINT ALSO BEING THE NORTHEAST PROPERTY CORNER OF LOT 3, AS SHOWN ON SAID MAP;

THENCE SOUTH 89°54'03" WEST 57.50 FEET;

THENCE SOUTH 0°05'57" EAST 37.00 FEET;

THENCE SOUTH 89°54'03" WEST 91.57 FEET;

THENCE NORTH 0°05'57" WEST 190.35 FEET;

THENCE NORTH 89°54'03" EAST 149.34 FEET TO THE POINT OF BEGINNING; AND CONTAINING 0.603 ACRES MORE OR LESS.

PARCEL 2

1065-686

LEGAL DESCRIPTION FOR  
LOT LINE ADJUSTMENT  
STEVENS CREEK OFFICE CENTER

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF CUPERTINO, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND AS SHOWN ON THAT PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, SANTA CLARA COUNTY, STATE OF CALIFORNIA, ON DECEMBER 30, 1980, IN BOOK 477 OF MAPS, AT PAGES 51 AND 52, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE MOST NORTHWEST PROPERTY CORNER OF LOT 1, AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, ALONG THE RIGHT-OF-WAY LINE OF ALVES DRIVE (60' WIDE), EAST 159.98 FEET TO A POINT OF CURVATURE;

THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 31°30'00", FOR AN ARC DISTANCE OF 93.46 FEET;

THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 230.31 FEET, THROUGH A CENTRAL ANGLE OF 31°32'20", AN ARC DISTANCE OF 121.27 FEET;

THENCE NORTH 89°57'40" EAST 34.23 FEET;

THENCE LEAVING THE RIGHT-OF-WAY LINE FOR ALVES DRIVE, SOUTH 0°00'15" WEST 378.80 FEET;

THENCE SOUTH 89°54'03" WEST 149.34 FEET;

THENCE SOUTH 0°05'57" WEST 190.35 FEET;

THENCE SOUTH 89°54'03" WEST 31.27 FEET;

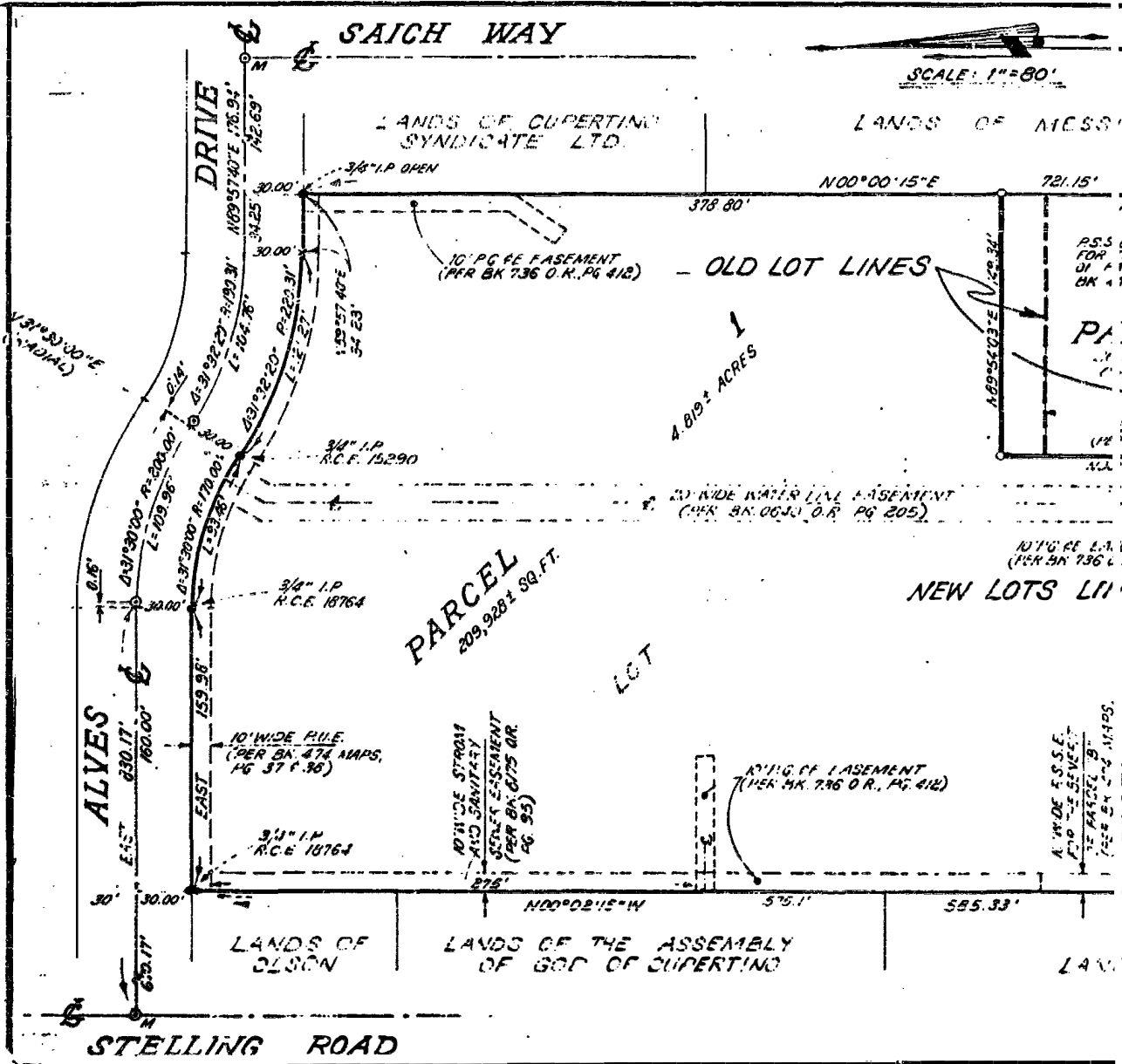
THENCE SOUTH 0°05'57" WEST 152.00 FEET TO STEVENS CREEK BOULEVARD;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE FOR STEVENS CREEK BOULEVARD SOUTH 89°54'03" WEST 30.88 FEET;

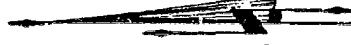
THENCE NORTH 0°05'57" WEST 194.00 FEET;

THENCE NORTH 89°54'03" EAST 186.64 FEET;

THENCE NORTH 0°02'15" WEST 585.33 FEET TO THE POINT OF BEGINNING,  
AND CONTAINING 4.819 ACRES. MORE OR LESS.



SCALE: 1"=80'



P.S.S. FOR  
OF P. 1  
BK. 4

PA

(1/2  
AC)

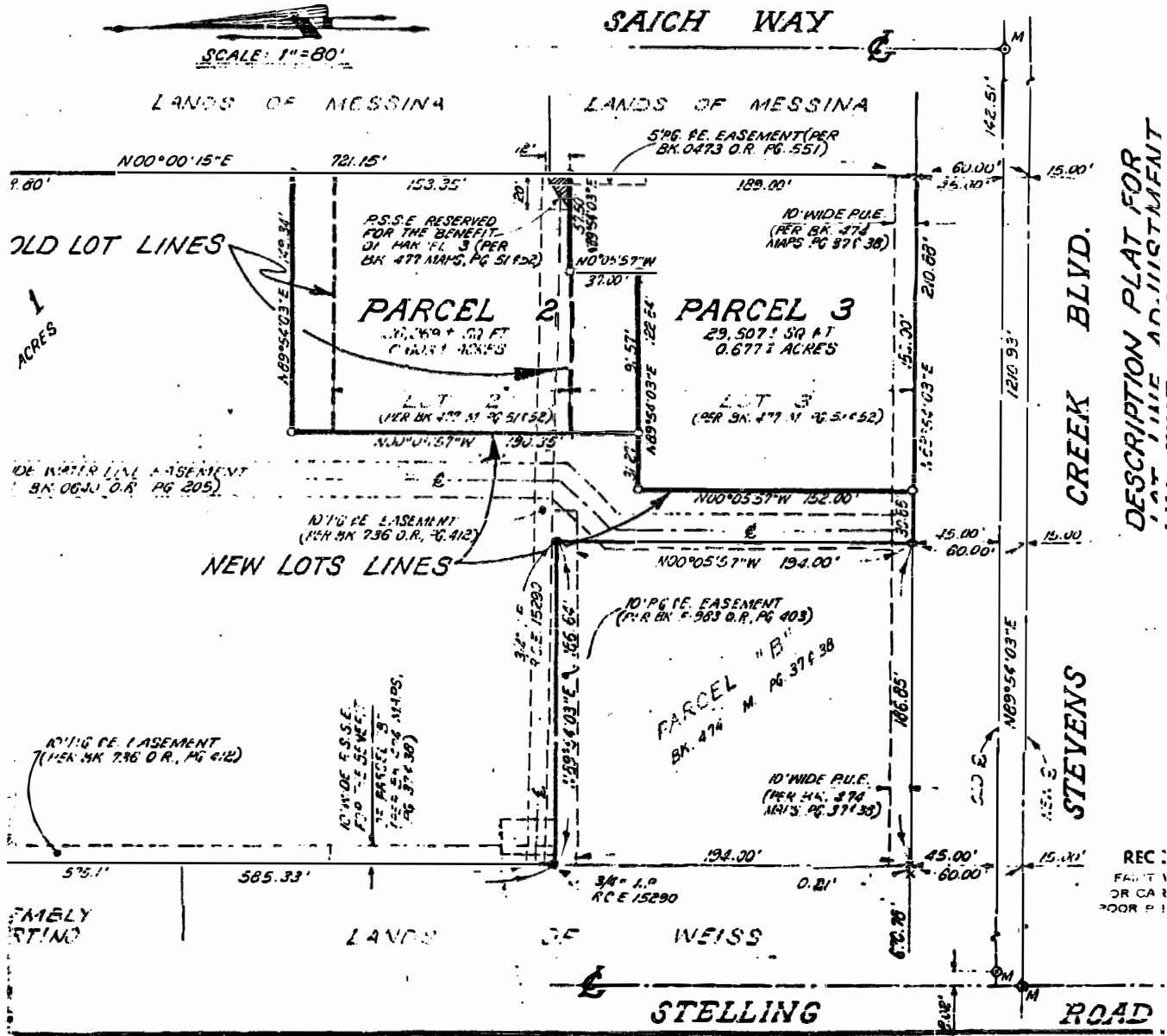
**PARCEL**  
209,928± SQ. FT.  
L.C.T.

NOTE RE L.L.N.  
(PER BK. 736 O.R. PG. 205)

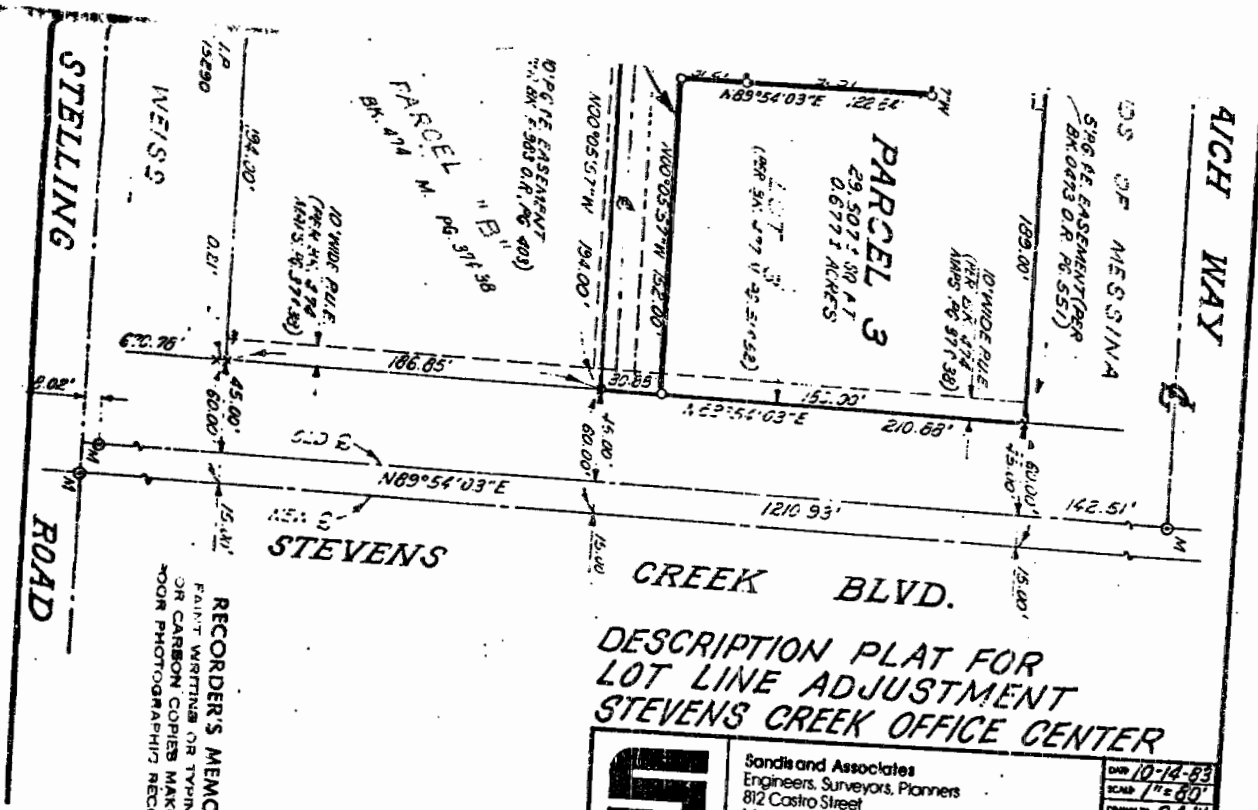
**NEW LOTS LI**

A. WIDE E.S.S.E.  
FOR THE SEVERAL  
1/2 PARCELS, B.  
1 PER BK. 736 O.R. PG. 205.

NOV 15 1963



NOV 15 1983



DESCRIPTION PLAT FOR  
 LOT LINE ADJUSTMENT  
 STEVENS CREEK OFFICE CENTER



Sandis and Associates  
 Engineers, Surveyors, Planners  
 812 Castro Street  
 Mountain View, California 94041  
 415 969-6900

DATE 10-14-83  
 SCALE 1" = 80'  
 DRAWN BY R.A.W.  
 APPROVED BY J.K.L.  
 DRAWING NO. 283111

RECORDER'S MEMO  
 PAINT WRITING OR TYPING  
 OR CARBON COPIES MAKE  
 YOUR PHOTOGRAPHIC RECORD

1065 PAGE 690

NOV 15 1983

68-211 9-3-REV.

2307-02-2147

AFTER RECORDING  
RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY  
Land Department, Room 804  
111 Almaden Boulevard  
San Jose, CA 95198

FOR RECORDER'S USE ONLY

8022079  
FILED FOR RECORD  
AT REQUEST OF  
PGE.

APR 2 9 12 AM '84

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
GEORGE A. MANN  
REGISTRAR RECORDER

1424 PAGE 356

Location: City/Town CUPERTINO  
Recording Fee \$5.00  
Documentary Transfer Tax NONE

- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

John E. Volckmann  
Signature of declarant or agent determining tax

REC FEE	4-
MICRO	1-
LIEN NOT	
SMPF	

EASEMENT

Consideration or value of interest conveyed herein does not exceed \$100,000

STEVENS CREEK OFFICE CENTER ASSOCIATES, a limited partnership in which John E. Volckmann is the general partner,

first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, second party, the right from time to time to construct, install, inspect, maintain, replace, remove and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the City of Cupertino, County of Santa Clara, State of California, described as follows:

APN 326-32-49

Lot 1 as shown upon the Parcel Map filed for record in Book 477 of Maps at page 51, Santa Clara County Records.

Said facilities shall consist of:

One or more underground pipes with suitable service pipes and connections, as second party deems necessary, for the conveyance of gas located within the strip of land described as follows:

A strip of land of the uniform width of 10 feet lying contiguous to and westerly of the easterly boundary line of said lands and extending from the southerly boundary line of ALVES DRIVE as shown upon said Parcel Map southerly 260 feet.

P.G.&E. CO.  
COPY

APR 02 1984

First party shall not erect or construct any building or other structure or drill or operate any well within said strip of land.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF first party has executed these presents this 19<sup>th</sup> day of March, 1984

STEVENS CREEK OFFICE CENTER  
ASSOCIATES

John E. Volckmann  
John E. Volckmann, general partner

Executed in the presence of:

Nancy Babb  
Witness

W.O. 116140D, SJL 12221, Map 13, SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Sec. 13, T.7S., R.2W., M.D.B.&M., (LNDOC9/bas)

FOR NOTARY'S USE ONLY

62-4204 (Partnership) Rev. 1/83

STATE OF CALIFORNIA ) ss.  
County of Santa Clara

On this 19th day of March, in the year 1984, before me, Margaret B. von Richter a Notary Public for the State of California, personally appeared John E. Volckmann

Official Seal



personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument, on behalf of the partnership and acknowledged to me that the partnership executed it.

Margaret B. von Richter

Notary Public for the State of California

P.G. & E. CO.  
COPY

MAR 02 1984

01 01 01 0528768219 R100050  
01 01 01 0528768219 R100050  
01 01 01 0528768219 R100050  
01 01 01 0528768219 R100050  
01 01 01 0528768219 R100050  
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01 01 01 0528768219 R100050  
01 01 01 0528768219 R100050  
01 01 01 0528768219 R100050  
01 01 01 0528768219 R100050

1732 PAGE 542

8131895

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

J. Volckmann and Associates  
20833 Stevens Creek Blvd.  
Suite 100  
Cupertino, CA 94105  
Attn: John Volckmann

REC. FEE	6
MICRO	
LIEN NOT	1
SMPP	

FILED FOR RECORD  
AT REQUEST OF  
*Volckmann & Associates*  
JUL 19 11 11 AM '84  
OFFICIAL RECORDS  
SANTA CLARA COUNTY  
GEORGE A. MANN  
REGISTRAR RECORDER

DECLARATION OF  
COVENANTS RUNNING WITH THE LAND

THIS DECLARATION is made as of the 19th day of  
July, 1984, by STEVENS CREEK OFFICE CENTER ASSOCIATES, a  
California limited partnership ("Declarant").

RECITALS

A. Declarant is the owner of certain real property  
located in the City of Cupertino, County of Santa Clara,  
more particularly described as follows:

See Exhibit "A" attached  
hereto and made a part hereof.

B. Declarant desires to allocate certain rights  
for the use of parking spaces between three of the lots de-  
scribed in said Exhibit "A".

NOW, THEREFORE, Declarant hereby declares as  
follows:

1. The owner of Lot 1 and 2 as described in the  
attached Exhibit "A" shall have and is hereby granted, as an  
appurtenance for the benefit of such Lot and the owner thereof,  
a non-exclusive right to and a non-exclusive easement for the use  
of eleven (11) automobile parking spaces within Lot 3, the



1732 PAGE 541

Center Associates, a California limited partnership, and executed the within instrument on behalf of said limited partnership and acknowledged to me that such limited partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date in this certificate first above written.



*Margaret B. von Richter*  
Notary Public

EXHIBIT "A"

1732 PAGE 545

That certain land situated in the State of CALIFORNIA, County of SANTA CLARA, City of CUPERTINO and described as follows:

LOT 1, 2 AND 3 AS SAID LOTS ARE SHOWN ON THAT PARCEL MAP ENTITLED "PARCEL MAP, BEING A RESUBDIVISION OF ALL OF PARCEL A, AS SHOWN UPON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN BOOK 474 OF MAPS AT PAGES 37 AND 38" WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER, SANTA CLARA COUNTY, STATE OF CALIFORNIA ON DECEMBER 30, 1980 IN THE BOOK 477 OF MAPS, AT PAGES 51 AND 52.

APR 19 1984

RECORD

AFTER RECORDING RETURN TO:

23 07-02-2124

FOR RECORDER'S USE ONLY

PACIFIC GAS AND ELECTRIC COMPANY  
Land Department, Room 804  
111 Almaden Boulevard  
San Jose, CA 95138

8416653

REC'D FOR RECORD  
AT REC'D OF  
PG&E  
JUN 21 2 12 PM 1985  
SANTA CLARA COUNTY  
OFFICIAL RECORDER  
LARRY RAY  
RECORDBR

Location: City/County: CUPERTINO  
Recording Fee: \$ 9.00  
Documentary Transfer Tax: NONE  
 Computed on Full Value of Property Conveyed, or  
 Computed on Full Value Less Liens & Encumbrances  
Permitting at Time of Sale  
f. Mada  
Signature of declarant or agent determining tax

REC FEE	5
TAX	3
SEARCH	1
NEW NOT	
R.V.P.F.	

EASEMENT

STEVENS CREEK OFFICE CENTER ASSOCIATES, a limited partnership, in which John E. Volckmann is the general partner,

first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, second party, the right from time to time to construct, install, inspect, maintain, replace, remove and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the City of Cupertino, County of Santa Clara, State of California, described as follows:

APN 326-32-47, 48 & 49

Lot 1, Lot 2, and Lot 3 as shown upon the Parcel Map filed for record in Book 477 of Maps at page 51, Santa Clara County Records.

Said facilities shall consist of:

One or more underground pipes with suitable service pipes and connections for the conveyance of gas, and such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as second party deems necessary located within the strip of land described as follows:

A strip of land of the uniform width of 10 feet extending from the easterly boundary line of the strip of land described and designated I in the deed from Small Holders Associated, Real Estate, Inc., a Second Party dated December 12, 1980 and filed for record in Book F812 of Official Records at page 204, Santa Clara County Records, easterly to the easterly boundary line of said lands and lying 5 feet on each side of the line which begins at a point in the westerly boundary line of said lands and runs thence

1. south 89°49' east 193.2 feet; thence
2. south 27°19' east 35.0 feet; thence
3. south 88°35' east 102.4 feet; thence
4. north 52°16' east 48.7 feet; thence

east approximately 43 feet to a point in the easterly boundary line of said lands; said point of beginning bears north 00°02' west 204.2 feet distant from

PAGE 28  
COPY

J380 PAGE 285

the point of intersection of the northerly boundary line of STEVENS CREEK BLVD. as shown upon the Parcel Map filed for record in Book 474 of Maps at page 37. State Clara County Records.

First party further grants to second party the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communication facilities within said strip of land (including ingress thereto and egress therefrom).

First party shall not erect or construct any building or other structure or drill or operate any well within said strip of land.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF first party has executed these presents this 15th day of June, 1957.

STEVENS CREEK OFFICE CENTER ASSOCIATES

[Signature]  
John E. Spickmann, general partner

Executed in the presence of:

Witness \_\_\_\_\_

W.O. 114014E, SJL-12178, Rev. 1, APN  
326-32, P.B. 133-75, Map G-13, SW $\frac{1}{4}$  of  
NW $\frac{1}{4}$  of Section 13, T.7S., R.2W.,  
M.D.B.6M. (LND22/t1)

FOR NOTARY'S USE ONLY

STATE OF CALIFORNIA  
County of Santa Clara ) ss.

On this 15th day of June, in the year 1957,  
before me, Nancy Anne Bone, a Notary Public for the  
State of California, personally appeared J. E. Volkmann  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person that executed this instrument on behalf of  
the limited partnership and acknowledged to me  
that the limited partnership executed it.



[Signature]  
Notary Public for the State of California

42-3111 2-73 REV.

AFTER RECORDING  
RETURN TO:

2307-02-2185  
PACIFIC GAS AND ELECTRIC COMPANY  
Land Department, Room 804  
111 Almaden Boulevard  
San Jose, CA 95198

Location: City/Town: CUPERTINO

Recording Fee: \$ 7.00

Documentary Transfer Tax: NONE

- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

F. M. ...  
Signature of declarant or agent determining tax

J380 PAGE 289 8446655  
FOR RECORDER'S USE ONLY

REG FEE	4
PSIF	2
... 89	1
...	
...	

FILED FOR RECORD  
AT REQUEST OF  
PGE  
JUN 21 2 12 PM 1985  
OFFICIAL RECORDER  
SANTA CLARA COUNTY  
LAURIE KAKE  
RECORDER

QUITCLAIM DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Pacific, hereby quitclaims to STEVENS CREEK OFFICE CENTER ASSOCIATES, a limited partnership,

the real property, situate in the City of Cupertino

County of Santa Clara, State of California, described as follows:

APN 326-32-48 & 49

Consideration or value of interest conveyed herein does not exceed \$100,000.

The rights granted by Small Holders Associated, Real Estate, Inc. to Pacific by deed dated December 26, 1973 and recorded in Book 0736 of Official Records at page 412, Santa Clara County Records, insofar as said rights affect the strip of land described and designated 3 in the NOTICE OF FINAL DESCRIPTION dated December 12, 1980 and recorded in Book F812 of Official Records at page 204, Santa Clara County Records.

The real property hereby quitclaimed is no longer necessary or useful to Pacific in the performance by it of its duties to the public.

IN WITNESS WHEREOF Pacific has executed these presents this 1st day of November 1984

PACIFIC GAS AND ELECTRIC COMPANY

By H. B. ...  
Its DIRECTOR OF REAL ESTATE, H.O. HATT

Attest ...  
Assistant Secretary

QC #361  
Prepared  
Checked  
Date

JUN 21 1984

DOCUMENT: 18123955

Pages: 7



Fees ... + No Fees  
Taxes .  
Copies. \_\_\_\_\_  
AMT PAID \_\_\_\_\_

RECORDED AT THE REQUEST OF  
And  
WHEN RECORDED RETURN TO:

City of Cupertino  
10300 Torre Avenue  
Cupertino, CA 95014

BRENDA DAVIS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
City

RDE # 011  
12/02/2004  
11:51 AM

SPACE ABOVE FOR RECORDER'S USE ONLY

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 11<sup>th</sup> day of Oct, 2004 by Stevens Creek Office Center Associates, a California Limited Partnership, (hereinafter referred to as "Declarant"), and the City of Cupertino ("City").

RECITALS:

This Agreement is made and entered into with reference to the following facts:

A. Declarant is the developer and owner of the real property and improvements that comprise the Stevens Creek Retail project ("Project") that is located within the City of Cupertino, County of Santa Clara, State of California ("City").

B. As set forth herein, the provisions of this Agreement are intended to and shall run with the Project and be binding upon all owners, successors and assigns of the Project, or any portion thereof.

C. The purpose of this Agreement is to allocate the costs of maintenance, repair and replacement between Declarant and the City of certain improvements, including landscaping, that are situated on real property owned by City along Stevens Creek Boulevard in front of the Project, and to establish certain criteria and procedures for the accomplishment of said maintenance, repair and replacement.

NOW, THEREFORE the parties hereto agree as follows:

1. Covenants Running With the Land; Property Subject to Agreement: All of the real property described in Exhibit "A" shall be subject to this Agreement. It is intended and determined that the provisions of this Agreement shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the real property described in Exhibit "A" or any portion thereof and shall be for the benefit of each owner of any of said parcels or any portion of said property and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. Each and all of the limitations, easements, obligations, covenants, conditions, and restrictions contained herein shall be deemed to be, and shall be construed as equitable servitudes, enforceable by any of the owners of any of the property subject to this

Agreement against any other Owner, tenant or occupant of the said property, or any portion thereof.

2. Responsibility for Cost of Repair, Replacement and Maintenance: Declarant shall, at its sole cost and expense, maintain, repair, replace, and keep in good condition all improvements and landscaping located on the portion of the City's property that abuts and fronts the Project along Stevens Creek Boulevard (the "Frontage Area of the Project"). Exhibit "B" shows the portion of the City's property for which Declarant is responsible for maintenance hereunder.

3. Definitions of Repair, Replacement and Maintenance: The repair, replacement and maintenance to be undertaken and performed under this Agreement shall include all work necessary to maintain the Frontage Area of the Project in a good, useable condition under all weather conditions. The Frontage Area of the Project shall be maintained to the standards, specifications and condition to which, at a minimum, they were originally constructed as evidenced by plans and specifications on file with the City of Cupertino and/or provided[ to the Owners ]by Declarant.

4. Decisions Regarding Performance of this Agreement: All decisions regarding the need for maintenance, the implementation thereof, and any particular other matters relating to the Frontage Area of the Project shall be determined by the Department of Public Works of the City.

5. Indemnity: Declarant shall defend, indemnify, and hold City harmless of and from any and all claims, liabilities, actions, causes of action, and damages for personal injury and property damage, including without limitation reasonable attorney's fees, arbitration fees or costs and court costs, arising out of or related to the use and maintenance by Declarant of the Frontage Area of the Project described in paragraph number two and delineated on Exhibit "B", except to the extent that such claims, liabilities, actions, causes of action, and damages arise out of or relate to City's employees, agents, representatives, contractors, vendors or consultants.

6. Attorney's Fees: In the event that either party institutes legal action or arbitration against the other to interpret or enforce this Agreement, or to obtain damages for any alleged breach hereof, the prevailing party in such action or arbitration shall be entitled to reasonable attorneys' or arbitrators' fees in addition to all other recoverable costs, expenses and damages.

Further Documents: The parties covenant and agree that they shall execute such further documents and instructions as shall be necessary to fully effectuate the terms and provisions of this Agreement.

8. Entire Agreement: This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements, whether written or oral. There are no representations, agreements, arrangements or undertakings, oral or written, which are not fully expressed herein.

9. Severability: In the event any part or provision of this Agreement shall be determined to be invalid or unenforceable under the laws of the State of California, the remaining portions of this Agreement which can be separated from the invalid, unenforceable provisions shall, nevertheless, continue in full force and effect. This Agreement shall be construed according to its fair meaning. Any rule of law or legal decision that would require interpretation

of any ambiguities in this Agreement against the party that has drafted this Agreement or any provision hereof shall not be applicable.

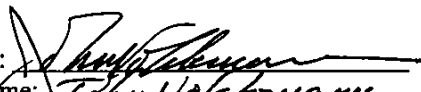
10. No Waiver: The waiver of any covenant contained herein shall not be deemed to be a continuing waiver of the same or any other covenant contained herein.

11. Recordation: It is anticipated that this Agreement shall be recorded and shall be executed and acknowledged in proper recordable form.

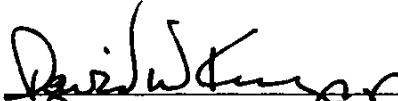
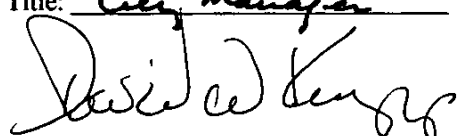
12. Amendment: This Agreement may be amended in whole or in part only by mutual written agreement. Any such amendment shall be recorded in Santa Clara County, California. In the event any conflict arises between the provisions of any such amendment and any of the provisions of any earlier document or documents, the most recently duly executed and recorded amendment shall be controlling.

Executed the day and year first above written.

STEVENS CREEK OFFICE CENTER  
ASSOCIATES,  
a California Limited Partnership

By:   
Name: John Volkmann  
Title: Managing member VFI GP

CITY OF CUPERTINO

By:  11.3.04  
Name: DAVID W. KNAPP  
Title: City Manager  
 11.23.04

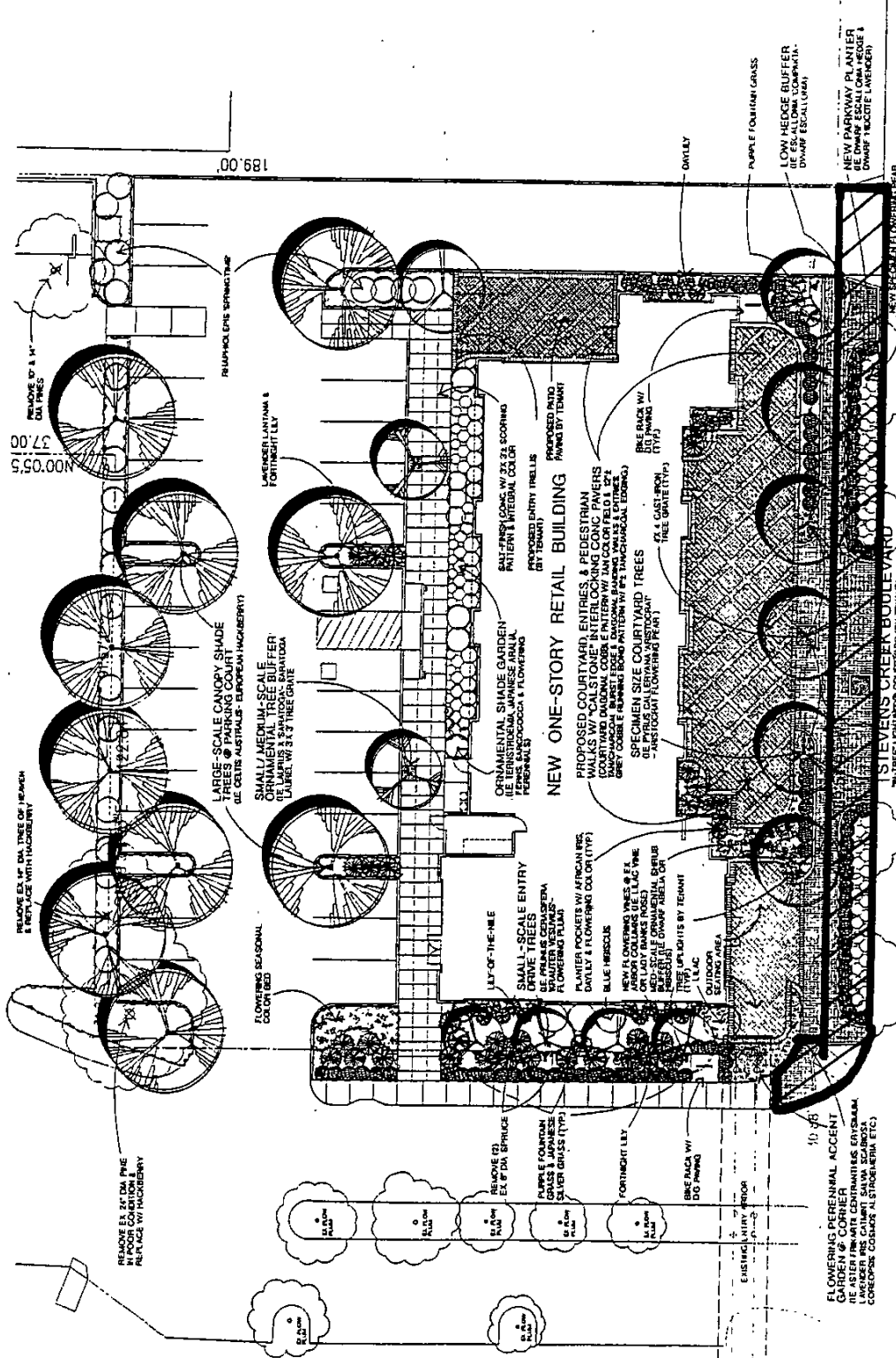
Order No. : 0607003850

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The land referred to is situated in the State of California, County of Santa Clara, City of Cupertino, and is described as follows:

Beginning at the Northeast property corner of Lot 3, as shown on the aforementioned Parcel Map, said point also being the Southeast property corner of Lot 2, as shown on said Map; thence South 0° 00' 15" East 189.00 feet to Stevens Creek Boulevard; thence along the right-of-way line for Stevens Creek Boulevard South 89° 54' 03" East 210.88 feet; thence North 0° 05' 57" West 152.00 feet; thence North 89° 54' 03" East 122.84 feet; thence North 0° 05' 57" West 37.00 feet; thence North 89° 54' 03" East 57.50 feet to the Point of Beginning; and containing 0.677 acres more or less and as described in Resolution approving Lot Line Adjustment recorded November 15, 1983 in Book I065 page 685 Official Records.

326-32-051  
13 003  
SH/TR/AG  
A326-32-38.03



**LALDERBAUGH ASSOCIATES**  
 Landscape Architecture/Planning  
 22500 Via Arroyo, Suite 202  
 San Diego, California 92108-5171  
 (619) 745-7300

**LEGEND**

- EXISTING PLANTING
- PROPOSED PLANTING
- PROPOSED PLANTING - TO BE REMOVED
- PROPOSED PLANTING - TO BE MAINTAINED
- PROPOSED PLANTING - TO BE REPLACED

**SCALE**

0 10 20 30

**GOOD EARTH REDEVELOPMENT**  
**J. VOCKMANN & ASSOCIATES**  
 2007 STEVENS CREEK BOULEVARD  
 CUPERTINO, CALIFORNIA

**HALLMARK**

**HALLMARK**  
 3800 De La Cruz Blvd., Suite 200, San Jose, CA 95128  
 Tel: 408 727 4422 Fax: 408 727 8444

Indicates City's property

**EXHIBIT B**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

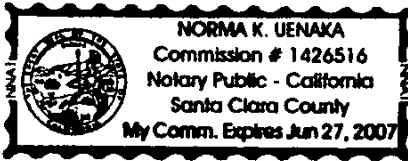
State of California }  
County of SANTA CLARA } ss.

On October 11, 2004 before me, Norma K. Uenaka, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John Volckann  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

*Norma K. Uenaka*  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: MAINTENANCE AGREEMENT

Document Date: October 11, 2004 Number of Pages: 3

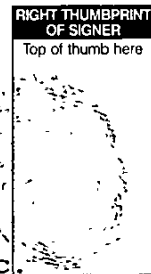
Signer(s) Other Than Named Above: Representative, City of Cupertino

**Capacity(ies) Claimed by Signer**

Signer's Name: John Volckmann

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: Stevens Creek Office Center Assoc.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Santa Clara } ss.

On Nov. 23, 2004 before me, Karen Bernard, Notary Public

personally appeared David W. Knapp

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

Karen A. Bernard  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

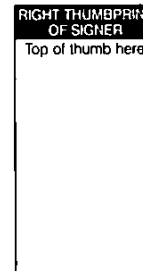
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

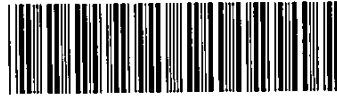
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



DOCUMENT: 18306286

Pages: 3



Fees..	13.00
Taxes.	
Copies	
AMT PAID	13.00

Recording Requested By and  
When Recorded Mail to:

Stevens Creek Office Center Associates Ltd. I  
20833 Stevens Creek Blvd., Suite 102  
Cupertino, CA 95014

BRENDA DAVIS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
Recording Service

RDE # 007  
4/06/2005  
2:03 PM

(Space above This Line for Recorder's Use)

**COVENANT FOR EASEMENT AGREEMENT TO GRANT  
FUTURE RECIPROCAL INGRESS/EGRESS EASEMENT**

This instrument is made by Stevens Creek Office Center Associates, Ltd., LP, a California Limited Partnership with reference to the following:

**RECITALS**

1. Stevens Creek Office Center Associates ("Owner") is the Owner of certain real property located in the City of Cupertino, County of Santa Clara, State of California, described as Assessor's Parcel No. 326-32-051, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").
2. Owner has applied for and received approval by the City of Cupertino ("City") for architectural and site review for a new 7,100 square foot retail building on the property.
3. Said approval by the City was granted on the condition that Owner and Applicant enter into a certain Reciprocal Ingress/Egress Easement as herein after provided with the Owner of that certain parcel of property in the City of Cupertino adjacent to the Property and more particularly described as Assessor's Parcel No. 326-32-042 (the "Adjacent Property"). The owner of the Adjacent Property is hereinafter referred to as the "Adjacent Property Owner".
4. Owner is unable to enter into said agreement as the Adjacent Property Owner is unwilling or unable to enter into said agreement at this time.
5. Owner desires to comply with said condition though they are presently unable to enter into said agreement.

IT IS THEREFORE AGREED:

1. Owner has executed this document and the same shall be recorded in consideration of the City's approval.
2. Owner shall participate in a non-exclusive reciprocal ingress/egress easement with the Adjacent Property Owners pursuant to existing City requirements regarding the scope, use and location of the easement at such time in the future as the City can require the same of the Adjacent Property Owners, provided such easements do not have a material adverse impact on the use, operation or development of the Property.
3. This agreement is intended to be a covenant running with the land, and the burdens of the covenant shall be binding upon, and the benefits of the covenant shall inure to all successors in interest to the real property described herein.

IN WITNESS WHEREOF, the undersigned has executed this Agreement this 23<sup>rd</sup> day of March, 2005.

OWNER:

STEVENS CREEK OFFICE CENTER  
ASSOCIATES, LTD., LP

BY: 

JOHN VOLCKMANN

TITLE: MANAGING MEMBER OF VFI  
ITS GENERAL PARTNER

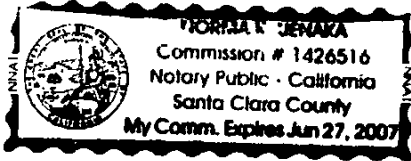
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of Santa Clara } ss.

On March 31, 2005 before me, Norma K. Uenaka, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared John Volckmann  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

*Norma K. Uenaka*  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

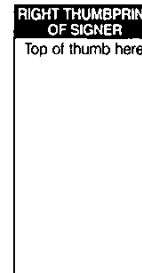
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



DOCUMENT: 18510113

Pages: 8



Fees . . . .	28.00
Taxes . . . .	
Copies . . . .	
AMT PAID	28.00

RECORDATION REQUESTED BY:

AFTER RECORDATION RETURN TO:

Panera, LLC  
 Three Charles River Place  
 63 Kendrick Street  
 Needham, MA 92494  
 Attn: Development Counsel

BRENDA DAVIS  
 SANTA CLARA COUNTY RECORDER  
 Recorded at the request of  
 Declarant

RDE # 005  
 8/04/2005  
 1:53 PM

RETURN BY: MAIL (X) PICK UP ( )

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Store # \_\_\_\_\_

**MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum") is made as of this 13th day of July, 2005, between STEVENS CREEK RETAIL ASSOCIATES, LLC, a California limited liability company, successor in interest to Stevens Creek Office Center Associates, LTD, a California limited partnership ("Landlord") and PANERA, LLC, a Delaware limited liability company, having an office for business at 6710 Clayton Road, Richmond Heights, MO 63117 ("Tenant").

In consideration of One Dollar (\$1.00) and other valuable consideration paid by Tenant to Landlord and the mutual covenants contained in that certain Lease between the parties hereto dated on or about October 29, 2004 (the "Lease"), Landlord has leased and does hereby lease to Tenant, and Tenant has hired and does hereby hire from Landlord, upon the terms and conditions set forth in the Lease, the real property described on **Exhibit A** to this Lease. The shopping center ("Center") of which the leased real property is a part is described on **Exhibit B** to this Memorandum. Tenant's Control Area is shown on **Exhibit C** hereto [Exhibit A to the Lease]. **Exhibits A, B and C** are incorporated herein by reference.

The term of this Lease is ten (10) years commencing on the Commencement Date as defined in the Lease. The Lease provides for options to renew for two (2) additional five (5) year terms.

The Lease contains the following covenants and agreements:

**Section 4.3. Exclusive Use.** Tenant shall have the exclusive right within the Center for the on-site production of fresh dough making and the sale of bagels, baked goods, breads, salads, sandwiches, soups, and brewed coffee, ground or whole coffee beans, brewed tea and tea leaves and items used in connection with the preparation of coffee and tea and Landlord shall not enter into a lease or other agreement that would permit the tenancy or occupancy of any portion of the Center (excluding the Premises) for any use in violation of the above specified exclusive. The foregoing notwithstanding, Landlord shall be deemed not to have violated Tenant's rights under the preceding sentence, if another tenant of the Center has annual gross sales of bagels, baked goods, and breads, which per item do not exceed fifteen thousand dollars (\$15,000) in Constant Dollars. Notwithstanding the foregoing, Tenant's exclusive rights shall not apply to Peet's Coffee or any other coffee shop of a

period of one hundred twenty (120) consecutive days or more (excluding any , period resulting from temporary closures due to casualty, condemnation, alterations or remodeling under this Lease or any force majeure event which prevent Tenant from conducting its normal business operations from the Premises through no fault of Tenant) Tenant's rights pursuant to Section 4.3, above, shall be deemed waived. Additionally, separate and apart from the above, if Landlord acquires title to the land described or shown on Exhibit M to the Lease, Landlord covenants that it shall not permit or allow any tenant or other occupant to operate a restaurant thereon, which directly competes with Tenant, which shall be deemed to include without limitation any restaurant that has or includes a bakery café, or bakery sales as a significant part of said restaurant sales (the "Restaurant Restriction"). Said Restaurant Restriction shall automatically terminate if Tenant ceases operations on the Premises for the period specified above.

Section 10.5. Tenant's Control Area. Landlord hereby covenants and agrees not to construct or maintain or permit any other party or occupant of the Center to construct or maintain any building, barrier or signs, or to allow any other changes to the Common Area, within Tenant's Control Area without Tenant's consent, which consent may be withheld in Tenant's sole discretion; provided, however, Landlord shall be permitted to locate within Tenant's Control Area directional signs or temporary improvements normally and customarily found in common areas of similar shopping centers located in Northern California; provided, however, any such signs or improvements shall not materially and adversely interfere with Tenant's or Tenant's invitees access to, or use of, the Center or the Premises, nor Tenant's parking rights granted under this Lease. For purposes of this paragraph, a material change in grade shall be deemed a "barrier."

Section 7.1. Use of Common Areas. Landlord grants to Tenant and its agents, employees and (where such areas are open to the public) its customers, a non-exclusive license to use in common with others entitled thereto during the Term, the Common Areas, subject to the exclusive control and management thereof at all times by Landlord and subject to the right of Landlord to designate and change from time to time the portions so to be used.

Section 4.7. Prohibited Uses. The following constitute prohibited uses within the Center:

- A. Manufacturing facility (except for the manufacture of such goods which are required as a necessary incident to the conduct of a particular retail mercantile business).
- B. Health Club or fitness facility (unless the same is located more than 200 feet from the front door of the Premises).
- C. Massage parlor or modeling studio.
- D. Adult book store or sexually-oriented shop or theater.
- E. Coin operated laundry.

F. Church or similar use.

G. Beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees other than to retail customers, unless the parking utilized in connection with such use is located in the bottom level of the Parking Garage.

H. Any fire, auction, lost lease, quitting business or bankruptcy sale, and any signage or advertisement of such. However, inventory liquidation sales are permitted.

I. Any mobile home park, trailer camp or junkyard.

J. Any dumping, disposing, incineration or reduction of garbage (other than dumpsters located in the rear of any building and otherwise properly screened from view).

K. Any automobile, truck, trailer or R.V. sales, leasing, display or repair.

L. Any funeral home or business selling caskets or similar items.

The above-referenced covenants and restrictions are intended as a benefit to the Premises and a burden on the remainder of the Center, and are intended to run with the Land as long as the Lease remains in effect.

The purpose of this Memorandum is to give record notice of the Lease and of the terms thereof and the rights created thereby. It is not intended to amend or modify any of the rights and obligations set forth in the Lease. To the extent that any provisions of this Memorandum and the Lease conflict, the provisions of the Lease control.

This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

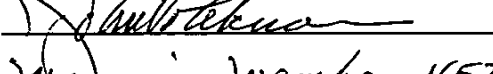
TENANT:

LANDLORD:

PANERA, LLC, a Delaware limited liability company

STEVENS CREEK RETAIL ASSOCIATES, LLC, a California limited liability company

By: 

By: 

Its: **Michael J. Nolan**  
**Senior Vice President, Chief Development Officer**

Its: *Managing Member, VFT*  
*its General Partner.*

STATE OF CALIFORNIA )

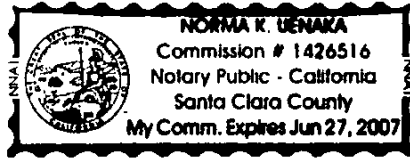
) ss.

COUNTY OF Santa Clara )

On July 14, 2005 before me, Norma Uenaka Notary Public, personally appeared John Volckmann, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Norma K. Uenaka  
Notary Public



**Massachusetts**

STATE OF ~~MISSOURI~~ )

) ss.

**Norfolk**

COUNTY OF ~~SAINT LOUIS~~ )

Personally appeared before me, a Notary Public in and for the above County and State, Michael J. Nolan known personally by me and acknowledged by me to be on the date of execution, Sr. Vice President and Chief of PANERA, LLC and he/she executed the foregoing for and behalf of said limited liability company by authority of its Board of Directors.

Witnesses by hand and this notary seal, this 21<sup>st</sup> day of July, 2005.

Robin Morrison  
Notary Public in and for the State and County aforesaid

(Printed Name of Notary)

ROBIN MORRISON, NOTARY PUBLIC  
COMMONWEALTH OF MASSACHUSETTS  
MY COMMISSION EXPIRES JAN. 23, 2009

My Commission Expires: \_\_\_\_\_

**EXHIBIT A TO MEMORANDUM**

**LEGAL DESCRIPTION OF PREMISES**

A portion of that certain land situated in the State of California, County of Santa Clara, City of Cupertino and described as follows:

Lot 3 as said Lot is shown on that Parcel Map entitled "Parcel Map, Being a Resubdivision of all of Parcel A, as shown upon that certain Parcel Map filed for record in Book 474 of Maps at pages 37 and 38", which map was filed for record in the Office of the Recorder, Santa Clara County, State of California on December 30, 1980 in the Book of Maps, at pages 51 and 52.

**EXHIBIT B TO MEMORANDUM**

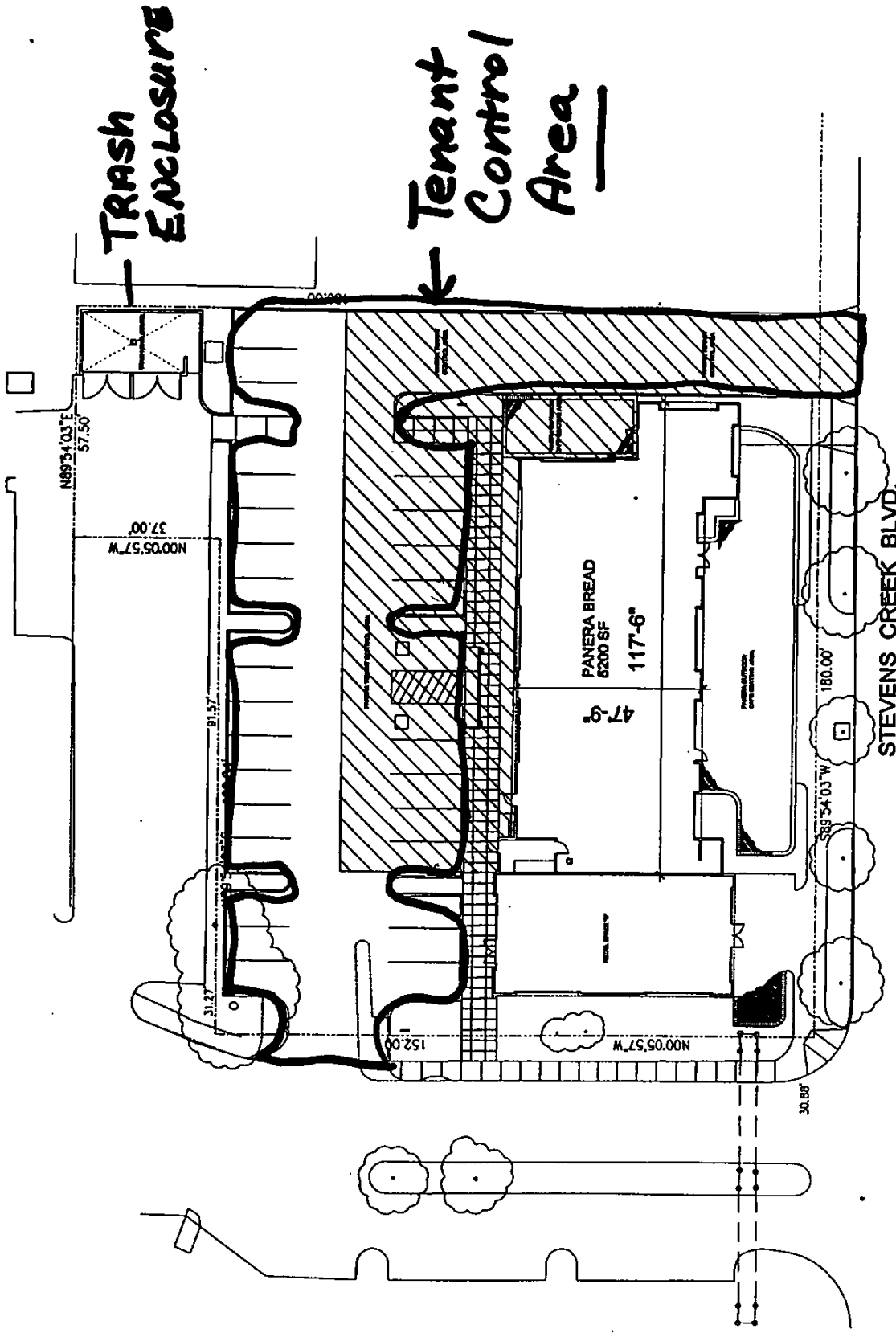
**LEGAL DESCRIPTION OF CENTER**

That certain land situated in the State of California, County of Santa Clara, City of Cupertino and described as follows:

Lot 3 as said Lot is shown on that Parcel Map entitled "Parcel Map, Being a Resubdivision of all of Parcel A, as shown upon that certain Parcel Map filed for record in Book 474 of Maps at pages 37 and 38", which map was filed for record in the Office of the Recorder, Santa Clara County, State of California on December 30, 1980 in the Book of Maps, at pages 51 and 52.

**EXHIBIT C TO MEMORANDUM**

**TENANT'S CONTROL AREA**



STEVENS CREEK RETAIL DEVELOPMENT  
 20807 STEVENS CREEK BLVD., CUPERTINO

PANERA BREAD - EXHIBIT "A"  
 9/14/04

AFTER RECORDING, RETURN TO:

**PACIFIC GAS AND ELECTRIC COMPANY**  
 Land Services Office  
 111 Almaden Blvd. Rm. 814  
 San Jose, CA 95115

Location: City/Uninc CUPERTINO  
 Recording Fee \_\_\_\_\_  
 Document Transfer Tax \$ NO CONSIDERATION  
 Computed on Full Value of Property Conveyed, or  
 Computed on Full Value Less Liens & Encumbrances  
 Remaining at Time of Sale.

Signature of declarant or agent determining tax

DOCUMENT: 18643320

Pages: 5



Fees . . .	19 00
Taxes . . .	
Copies . . .	
AMT PAID	19.00

BRENDA DAVIS  
 SANTA CLARA COUNTY RECORDER  
 Recorded at the request of  
 Utility Company

RDE # 008  
 10/26/2005  
 10:48 AM

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD: 2307 - 02 - 2442

EASEMENT

STEVENS CREEK OFFICE CENTER ASSOCIATES,  
 a limited partnership,

hereinafter called first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the City of Cupertino, County of Santa Clara, State of California, described as follows:

(APN 326-32-051)

Parcel 3 as described in Resolution No. 6196 a Resolution of the City Council of the City of Cupertino approving Lot Line Adjustment between Two Parcels of Land Without a Parcel Map in accordance with Section 66412 (d) of Subdivision Map Act as amended January 1, 1980 Stevens Creek Office Center, filed for record November 15, 1983 in Book 1065 of Maps at page 685, Santa Clara County Records.

Said facilities shall consist of:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as second party deems necessary located within the strip of land as shown upon the print of second party's Drawing No. SJL-14390 (EXHIBIT "A") attached hereto and made a part hereof.

PG&E  
 COPY

First party shall not erect or construct any building or other structure or drill or operate any well under or within said strip of land.

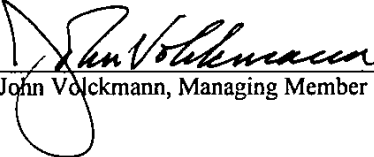
First party further grants to second party the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communication facilities within said strip (including ingress thereto and egress therefrom).

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated Dec 22, 2004.

STEVENS CREEK OFFICE  
CENTER ASSOCIATES,  
a limited partnership

By: VFI, LLC  
Its General Partner

  
John Volckmann, Managing Member

South Coast Area  
San Jose Land Services Office  
Operating Department: Electric Distribution  
M.D.B.&M., T.7 S., R.2 W., SEC. 13, SW ¼ OF NW ¼  
FERC License Number: N/A  
PG&E Drawing Number: SJL-14390  
LD of any Affected Documents: N/A  
LD of any Cross-Referenced Documents: N/A  
Type of Interest: 4 & 43  
SBE Parcel Number: N/A  
(For Quitclaims, % Being Quitclaimed): N/A  
Order# or PM#: 30401021  
JCN: N/A  
County: Santa Clara  
Utility Notice Numbers: N/A  
Prepared By: DAN9  
Checked By: KKC3  
Revision Number: N/A  
FB: N/A  
Plat: G-13-24  
File: 30401021d.doc

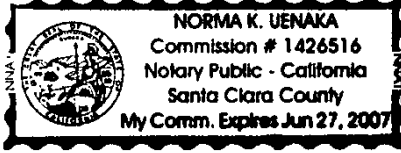
STATE OF California }  
COUNTY OF Santa Clara } SS.

On Dec. 22, 2004 before me, the undersigned, a Notary Public for said State, personally appeared JOHN VOLCKMANN

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

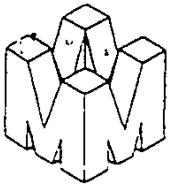
WITNESS my hand and official seal.

Norma K. Uenaka  
Signature



**CAPACITY CLAIMED BY SIGNER**

- Individual(s) Signing For Oneself/Themselves
- Corporate Officer(s) of the Above Named Corporation(s)
- Guardian of the Above Named Individual(s)
- Partner(s) of the Above Named Partnership(s)
- Attorney(s)-in-Fact of the Above Named Principal(s)
- Trustee(s) of the Above Named Trust(s)
- Other \_\_\_\_\_



**MISSION ENGINEERS, INC.**

*Responsive Reliable Results Since 1953*

November 19, 2004

Planning  
Land Surveying  
Civil Engineering  
Construction Staking  
04090

PACIFIC GAS AND ELECTRIC U/G ELECTRIC EASEMENT  
WITHIN PARCEL 3 LOT LINE ADJUSTMENT 7884481  
SANTA CLARA COUNTY OFFICIAL RECORDS  
IN THE CITY OF CUPERTINO

(See Mission Engineers, Inc. Drawing No. S-13345)

Pacific Gas and Electric Access Easement within that certain real property in the City of Cupertino, County of Santa Clara, State of California, described as follows:

Portion of Parcel 3 of lot line adjustment, recorded on November 15, 1983 in document number 7884481, Santa Clara County Official Records:

Beginning at a point located on the northerly boundary line of Stevens Creek Boulevard as shown on said document at the southeast corner of said Parcel 3;

Thence, from said Point Of Beginning, along said boundary line being the southerly boundary line of said Parcel 3, South 89°54'03" West, 10.00 feet, to a line drawn parallel and distant westerly 10.00 feet measured at right angles from the easterly boundary line of said Parcel 3;

Thence, along last said line, North 00°00'15" East, 146.50 feet, to a line drawn parallel and distant southerly 42.50 feet measured at right angles from the most northerly boundary line of said Parcel 3;

Thence, along last said line, South 89°54'03" West, 17.00 feet, to a line drawn parallel and distant westerly 27.00 feet measured at right angles from the easterly boundary line of said Parcel 3;

Thence, along last said line, North 00°00'15" East, 15.00 feet, to a line drawn parallel and distant southerly 27.50 feet measured at right angles from the most northerly boundary line of said Parcel 3;

Thence, along last said line, North 89°54'03" East, 27.00 feet, to the easterly boundary line of said Parcel 3;

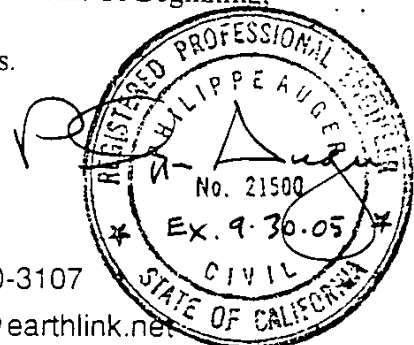
Thence, along last said line, South 00°00'15" West, 161.50 feet to the Point Of Beginning;

Herein described easement containing 1.870 square feet, more or less.

Exhibit "A"  
Page 1 of 2

355 Reed Street, Santa Clara, California 95050-3107

(408) 727-8262 Fax (408) 727-8285 missioneng@earthlink.net



# PLAT OF DESCRIPTION PACIFIC GAS AND ELECTRIC U/G ELECTRIC EASEMENT

WITHIN PARCEL 3 LOT LINE ADJUSTMENT 7884481  
SANTA CLARA COUNTY OFFICIAL RECORDS  
IN THE CITY OF CUPERTINO

COURSE	DIRECTION	DISTANCE
L1	N 89°54'03" E	10.00'
L2	N 89°54'03" E	17.00'
L3	S 00°00'15" W	15.00'
L4	N 89°54'03" E	27.00'



SCALE: 1"=40'

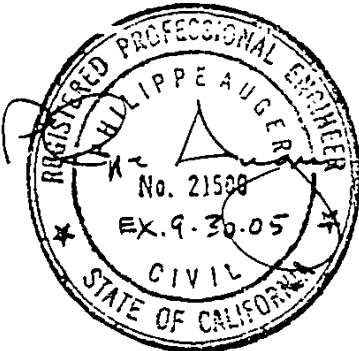
PM: 30401021  
PLAT: G-13-24  
SW1/4 of NW1/4 of Sec. 13  
T.7S., R.2W., MDB&M

PARCEL 2  
LLA 7884481  
11-15-83

N 00°05'57" W 194.00'  
PARCEL 1  
LLA 7884481  
11-15-83  
N 00°05'57" W 152.00'

N 89°54'03" E 122.84'

PACIFIC GAS & ELECTRIC  
U/G ELECTRIC EASEMENT  
1,870± SQ.FT.



PARCEL 3  
LLA 7884481  
11-15-83

STEVENS CREEK OFFICE CENTER ASSOCIATES,  
a limited partnership  
Doc. No. 7815161

S 89°54'03" W 180.00'  
S 89°54'03" W 210.88'

N 89°54'03" E 57.50'  
N 00°05'57" W 37.00'  
L3  
L2  
L4 27.50'

S 00°00'15" W 146.50'  
S 00°00'15" W 161.50'  
S 00°00'15" W 189.00'

LANDS OF MESSINA

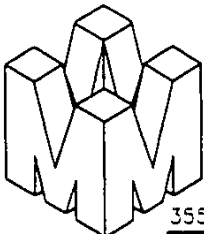
SAICH WAY

STEVENS CREEK BOULEVARD

POINT OF BEGINNING

SJL-14390

EXHIBIT "A"  
PAGE 2 OF 2



**MISSION ENGINEERS, INC.**

RESPONSIVE, RELIABLE RESULTS SINCE 1953

355 Reed St. Santa Clara, Calif 95050 (408) 727-8262 FAX: (408) 727-8285

SCALE:	1"=40'
DATE	11/19/04
DWN	SRR ME17
CH'KD	
JOB NO.	04090
DWG. NO.	S13345

**RECORDING REQUESTED BY**

NAME: Secretary, Library Joint Powers Authority of Santa Clara County

**WHEN RECORDED MAIL TO:**

NAME: Secretary, Library Joint Powers Authority of Santa Clara County

ADDRESS: 1370 Dell Avenue,

CITY / STATE / ZIP: Campbell, CA 95008

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

DOCUMENT: 22502535

Pages: 2051



Fees 18090 00  
Taxes  
Copies  
AMT PAID 18090 00

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
County Agency

RDE # 908  
1/22/2014  
4:30 PM

(SPACE ABOVE FOR RECORDER'S USE)

**NOTICE OF SPECIAL TAX LIEN**  
**(DOCUMENT TITLE)**

RECORDING REQUESTED BY AND  
AFTER RECORDATION RETURN TO:

Secretary  
Library Joint Powers Authority  
of Santa Clara County  
1370 Dell Avenue  
Campbell, California 95008-6604

**NOTICE OF SPECIAL TAX LIEN**

**LIBRARY JOINT POWERS AUTHORITY OF SANTA CLARA COUNTY  
COMMUNITY FACILITIES DISTRICT NO. 2013-1**

Pursuant to the requirements of Section 3114.5 of the California Streets and Highways Code and Section 53328.3 of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the undersigned Secretary of the Library Joint Powers Authority of Santa Clara County (the "Authority"), State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the Governing Board of the Authority, County of Santa Clara, State of California. The special tax secured by this lien is authorized to be levied for the purpose of providing library services and facilities.

The special tax is authorized to be levied within the Library Joint Powers Authority of Santa Clara County Community Facilities District No. 2013-1 (the "Community Facilities District") that has now been officially formed and the lien of the special tax is a continuing lien that shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is permanently satisfied and canceled in accordance with law or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Act.

The rate, method of apportionment, and manner of collection of the authorized special tax is as set forth in Exhibit A attached hereto and hereby made a part hereof. No provision has been made for the prepayment of the special tax obligation.

Notice is further given that upon the recording of this notice in the office of the County Recorder of the County of Santa Clara, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within the Community Facilities District in accordance with Section 3115.5 of the California Streets and Highways Code.

The name(s) of the owner(s) and the assessor's tax parcel number(s) of the real property included within the Community Facilities District and not exempt from the special tax are as set forth in Exhibit B attached hereto and hereby made a part hereof.

Reference is made to the boundary map of the Community Facilities District recorded at Book 48 of Maps of Assessment and Community Facilities Districts at Pages 36 and 37, in the office of the County Recorder for the County of Santa Clara, State of California, which map is now the final boundary map of the District.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Fiscal Agent of the Santa Clara County Library District, 1370 Dell Avenue, Campbell, California 95008-6604, (408) 293-2326 ext. 3004.

Dated: January 15, 2014

By: Cynthia Rios Garcia  
Cynthia Rios-Garcia, Secretary

**RECORDING REQUESTED BY:**

Chicago Title Company  
Escrow No.: NBU 160331037  
Locate No.: CACTI7743-7743-2980-0098026016  
Title No.: 13-98026016-JN

**AND WHEN RECORDED MAIL TO**

City Clerk  
City of Cupertino  
10300 Torre Avenue  
Cupertino, CA 95014

DOCUMENT: 22667359

Pages: 8



Fees	46.00
Taxes	
Copies	
AMT PAID	46.00

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
Chicago Title

RDE # 024  
7/31/2014  
1:30 PM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Lot Line Adjustment

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION**  
(Additional recording fee applies)

RECORDING REQUESTED BY:

City of Cupertino

WHEN RECORDED MAIL TO:

City Clerk  
City of Cupertino  
10300 Torre Avenue  
Cupertino, CA 95014

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**NO FEE IN ACCORDANCE  
WITH GOV. CODE 6103**

## LOTLINE ADJUSTMENT

**Owner's Name**

APN: 326-32-051, 326-32-052 and 326-32-053

Original

For Fast Endorsement

## LOT LINE ADJUSTMENT

Property Owners: Stevens Creek Retail Associates, LLC,  
an Arizona Limited Liability Company,  
and  
Stevens Creek Office Center Associates,  
a limited partnership

APN: 326-32-051, 326-32-052 & 326-32-053

*ACTION BY THE CITY ENGINEER APPROVING A LOT LINE ADJUSTMENT BETWEEN  
THREE ADJACENT PARCELS*

BE IT RESOLVED BY THE CITY ENGINEER OF THE CITY OF CUPERTINO:

A request for a lot line adjustment between APN 326-32-051, (Lot 3), APN 326-32-052, (Lot 2) and APN 326-32-053, (Lot 1) as designated on the attached hereto plat marked Exhibit "A" and legal descriptions marked Exhibit "B", has been submitted by the record owner(s) of the above properties of the City of Cupertino with the request that an adjustment of lot lines, as described in Exhibit "C", be approved by the City Engineer.

The City Engineer hereby finds that the lot line adjustment requested is between two adjacent parcels, that the land taken from one of the parcels is added to the adjacent parcel and that a greater number of parcels than originally existed would not be created.

Based on the above facts and findings and by the authority of Section 18.08.040C of the City of Cupertino Municipal Code and Section #66412d of the Subdivision Map Act, said lot line adjustment is hereby approved.

Approved this 28 day of JULY, 2014.

By: 

\_\_\_\_\_  
Timm D. Borden  
City Engineer  
City of Cupertino  
RCE 45512, Lic. Exp. 12-31-2014

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE § 1189**

State of California

County of Santa Clara }

On July 28, 2014 before me, Kirsten Renee Squarcia, Notary Public.  
Date Name and Title of the Officer

personally appeared Tim D. Borden  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature: Kirsten Renee Squarcia  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

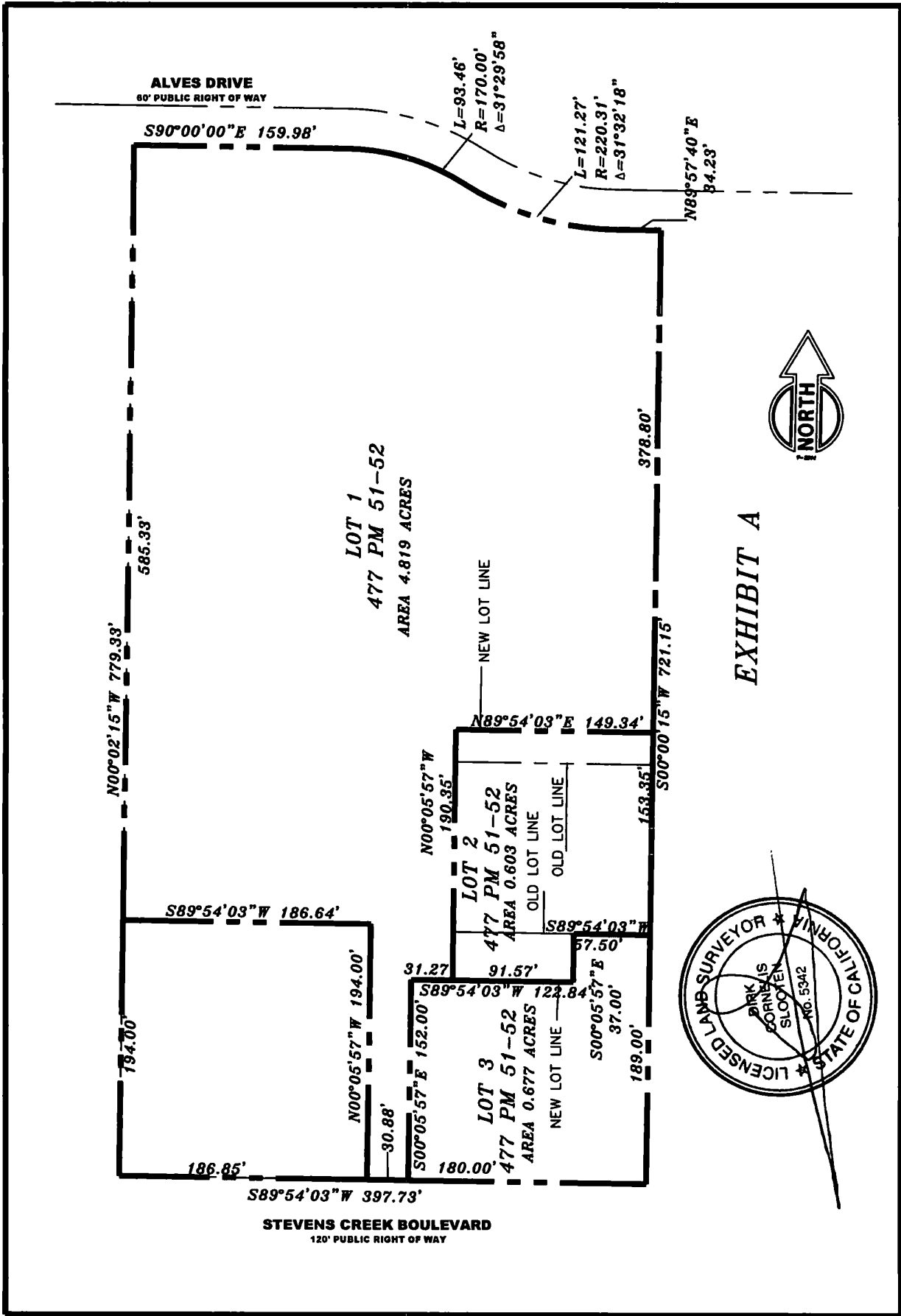
Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



<b>LOT LINE ADJUSTMENT</b>	<b>FILE:</b>	<b>DATE:</b> 7-2014	<b>JOB NO.</b> 9992
	<b>SANTA CLARA</b>	<b>SCALE:</b> 1"=100'	<b>REVISIONS:</b>
	<b>CUPERTINO</b>	<b>DRAWN BY:</b>	<b>PAGE</b> 1 <b>OF 1</b>

## Exhibit B

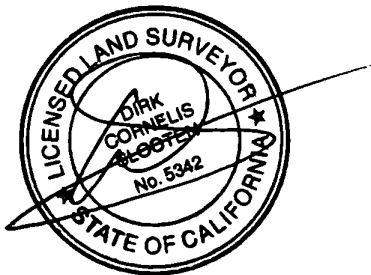
### LEGAL DESCRIPTION BEFORE ADJUSTMENT

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CUPERTINO , COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lots 1, 2 and 3, as said Lots are shown on that Parcel Map entitled Parcel Map being a resubdivision of all of Parcel A, as shown upon that certain Parcel Map filed for record in Book 474 of Maps at Pages 37 and 38, which Map was filed for record in the Office of the Recorder of Santa Clara County, State of California on December 30, 1980 in Book 477 of Maps at Pages 51 and 52.

Excepting therefrom all water rights without right of surface entry as granted to the City of Cupertino, a municipal corporation in the instrument recorded April 6, 1973 in Book 0315 Page 602, Official Records, and as granted to California Water Service Company, a California corporation, by instrument recorded October 30, 1973 in Book 0631 at Page 16 of Official Records, Santa Clara County.

APN: 326-32-051, 326-32-052, 326-32-053



**EXHIBIT C**

**LEGAL DESCRIPTION  
AFTER LOT LINE ADJUSTMENT**

**STEVENS CREEK OFFICE CENTER**

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF CUPERTINO, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND AS SHOWN ON THAT PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, SANTA CLARA COUNTY, STATE OF CALIFORNIA, ON DECEMBER 30, 1980, IN BOOK 477 OF MAPS, AT PAGES 51 AND 52, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 1**

BEGINNING AT THE MOST NORTHWEST PROPERTY CORNER OF LOT 1, AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, ALONG THE RIGHT-OF-WAY LINE OF ALVES DRIVE (60' WIDE), EAST 159.98' FEET TO A POINT OF CURVATURE:

THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 31°30'00" FOR AN ARC DISTANCE OF 93.46 FEET;

THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 220.31 FEET, THROUGH A CENTRAL ANGLE OF 31°32'20", AN ARC DISTANCE OF 121.27 FEET;

THENCE NORTH 89°57'40" EAST 34.23 FEET;

THENCE LEAVING THE RIGHT-OF-WAY LINE FOR ALVES DRIVE, SOUTH 0°00'15" WEST 378.80 FEET;

THENCE SOUTH 89°54'03" WEST 149.34 FEET;

THENCE SOUTH 0°05'57" EAST 190.35 FEET;

THENCE SOUTH 89°54'03" WEST 31.27 FEET;

THENCE SOUTH 0°05'57" EAST 152.00 FEET TO STEVENS CREEK BOULEVARD:

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY FOR STEVENS CREEK BOULEVARD SOUTH 89°54'03" WEST 30.88 FEET;

THENCE NORTH 0°05'57" WEST 194.00 FEET;

THENCE SOUTH 89°54'03" WEST 186.64 FEET;

THENCE NORTH 0°02'15" WEST 585.33 FEET TO THE POINT OF BEGINNING; AND CONTAINING 4.819 ACRES, MORE OR LESS.

**PARCEL 2**

BEGINNING AT THE MOST SOUTHEAST PROPERTY CORNER OF LOT 2, AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, SAID POINT ALSO BEING THE NORTHEAST PROPERTY CORNER OF LOT 3, AS SHOWN ON SAID MAP;

THENCE SOUTH 89°54'03" WEST 57.50 FEET;

THENCE SOUTH 0°05'57" EAST 37.00 FEET;

THENCE SOUTH 89°54'03" WEST 91.57 FEET;

THENCE NORTH 0°05'57" WEST 190.35 FEET;

THENCE NORTH 89°54'03" EAST 149.34 FEET;

THENCE SOUTH 0°00'15" WEST 153.35 FEET TO THE POINT OF BEGINNING; AND CONTAINING 0.603 ACRES MORE OR LESS.

PARCEL 3

BEGINNING AT THE NORTHEAST PROPERTY CORNER OF LOT 3, AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, SAID POINT ALSO BEING THE SOUTHEAST PROPERTY CORNER OF LOT 2, AS SHOWN ON SAID MAP;

THENCE SOUTH 0°00'15" EAST 189.00 FEET TO STEVENS CREEK BOULEVARD;

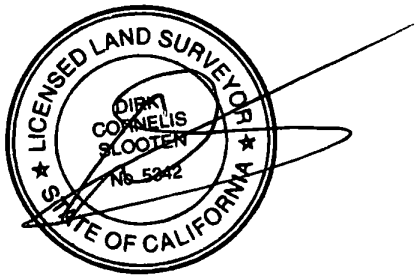
THENCE ALONG THE RIGHT-OF-WAY LINE FOR STEVENS CREEK BOULEVARD SOUTH 89°54'03" WEST 180.00 FEET;

THENCE NORTH 0°05'57" WEST 152.00 FEET;

THENCE NORTH 89°54'03" EAST 122.84 FEET;

THENCE NORTH 0°05'57" WEST 37.00 FEET;

THENCE NORTH 89°54'03" EAST 57.50 FEET TO THE POINT OF BEGINNING; AND CONTAINING 0.677 ACRES MORE OR LESS.

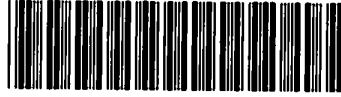


**RECORDING REQUESTED BY:**  
Chicago Title Company  
**Order No.:** FWPS-2982140493

**When Recorded Mail Document To:**  
Saich Way Station LLC  
c/o Mark S. Carlquist Esq.  
985 University Ave  
Los Gatos, CA 95032

**DOCUMENT: 22865836**

**Pages: 24**



<b>Fees . . . .</b>	<b>94.00</b>
<b>Taxes . . . .</b>	
<b>Copies . . . .</b>	
<b>AMT PAID</b>	<b>94.00</b>

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
Chicago Title

**RDE # 001**  
**2/27/2015**  
**8:00 AM**

**APN/Parcel ID(s): 326-32-051**

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

**RECIPROCAL EASEMENT AGREEMENT**

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION**  
**(Additional recording fee applies)**

Recorded at the Request of and  
When Recorded Mail to:

Saich Way Station, LLC  
c/o Mark S. Carlquist Esq.  
985 University Ave  
Los Gatos, CA 95032

### **RECIPROCAL EASEMENT AGREEMENT**

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made as of July 10, 2014 by and between Saich Way Station, LLC, a California limited liability company ("First Parcel Owner") and Stevens Creek Retail Associates, LLC, a California limited liability company ("Second Parcel Owner").

#### **Recitals**

A. First Parcel Owner is the fee simple owner of that certain real property located in the City of Cupertino, County of Santa Clara, California, consisting of Assessor Parcel Numbers 326-32-041 and 326-32-042 and more fully described on Exhibit A attached to this Agreement (referred to herein collectively, as the "First Parcel").

B. Second Parcel Owner is the fee simple owner of that certain real property located in the City of Cupertino, County of Santa Clara, California, consisting of Assessor Parcel Number 326-32-051 and more fully described on Exhibit B to this Agreement (referred to herein as the "Second Parcel").

C. The term "Owners" refers to the person or persons holding fee title to all or any portion of the First Parcel and Second Parcel, respectively, and their respective successors and assigns. The term "Parcels" refers to the First Parcel and Second Parcel, collectively.

D. The First Parcel is situated adjacent to the Second Parcel. First Parcel Owner desires to redevelop the First Parcel for retail uses. As part of the First Parcel redevelopment, First Parcel Owner seeks to share certain driveway and walkway areas for common use of the Owners and occupants of the buildings on the Parcels.

E. In return for granting First Parcel Owner certain access rights, Second Parcel Owner requires access to certain driveway and walkway areas and to locate certain trash enclosures on the First Parcel.

F. Owners desire to create and establish non-exclusive appurtenant Driveway Easements (as defined below) over and across the driveways and walkways and other paved areas to be located within portions of the Parcels as described and depicted on Exhibit C

attached hereto for the mutual use and benefit of the Owners of the Parcels and their Permittees (as defined in Section 7).

G. The term "Driveway Areas" refers to the areas of the Driveway Easements (as defined below), and the Enclosure Access Easement (as defined below). The improvements to be constructed within the Driveway Areas ("Driveway Improvements") are to be constructed by First Parcel Owner at its sole cost and expense.

H. Owners also desire to create an exclusive Enclosure Easement (defined below) benefitting the Second Parcel and burdening the First Parcel. The Enclosure Easement is for the sole purpose of trash and refuse storage serving the Second Parcel. The First Parcel Owner shall be responsible for construction and installation of the improvements to be constructed in the Enclosure Easement Area (the "Enclosure Improvements").

I. The City of Cupertino ("City"), by City Council Resolution No. 13-048, has required the granting of the Driveway Easements and the Enclosure Access Easement as conditions to its approval of First Parcel Owner's proposed redevelopment of the First Parcel. As a condition of the development of the Second Parcel, City required the recordation against the Second Parcel of that certain Covenant for Easement Agreement to Grant Future Reciprocal Ingress/Egress Easement ("Covenant for Easement"), recorded as Document 18306286 in the official records of the Santa Clara County Office of the Recorder. This Agreement satisfies the obligations arising out of Conditions 18 and 30 of City Council Resolution No. 13-048 and the Covenant for Easement with respect to any required access easements as between the Parcels.

J. This Agreement shall become effective on the date that this Agreement is recorded in the offices of the Santa Clara County Recorder (the "Effective Date").

THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

**1. Driveway Easement.**

a. Driveway Easement Benefitting First Parcel Owner. Second Parcel Owner hereby establishes, grants and reserves non-exclusive easements for pedestrian and motor vehicle ingress and egress over and across the Driveways Areas located on the Second Parcel as described and depicted in Exhibit C (the "Second Parcel Driveway Easement"), as the same may be modified, reconfigured or relocated from time to time as set forth in Section 8, for the use and benefit of the First Parcel Owner and its Permittees.

b. Driveway Easement Benefitting Second Parcel Owner. First Parcel Owner hereby establishes, grants and reserves non-exclusive easements for pedestrian and motor vehicle ingress and egress over and across the Driveways Areas located on the First Parcel as described and depicted in Exhibit C (the "First Parcel Driveway Easement"), as the same may be modified, reconfigured or relocated from time to time as set forth in Section 8, for the use and benefit of the Second Parcel Owner and its Permittees.

c. Driveway Easements. The Second Parcel Driveway Easement and First

Parcel Driveway Easement are collectively referred to as the "Driveway Easements."

**2. Enclosure Easement.** First Parcel Owner hereby grants to Second Parcel Owner an exclusive easement located on the First Parcel, described and depicted as "Enclosure Easement" on Exhibit C (the "Enclosure Area"), for the sole purpose of trash/garbage storage incident to the business activities of the Second Parcel Owner and its Permittees (the "Enclosure Easement").

**3. Access Easement to Enclosure Area.** First Parcel Owner hereby grants to Second Parcel Owner a nonexclusive easement for the purpose of ingress and egress upon, over, across and through that portion of First Parcel, as reasonably necessary to access the Enclosure Area ("Enclosure Access Easement").

**4. Easements Appurtenant.** The Driveway Easements, Enclosure Easement, and Enclosure Access Easement are appurtenant to each of the Parcels, and none of these easements can be transferred, assigned, or encumbered except as an appurtenance to such Parcel. The rights and obligations granted and imposed hereunder shall run with the land of each of the benefitted and burdened Parcels as the dominant and servient estate, and shall inure to the benefit of and be binding upon the successors in ownership of each such Parcel.

**5. Duration of Easements.** The Driveway Easements and Enclosure Easement shall run with the land in perpetuity.

**6. Use of Easements**

a. Driveway Easements. No Owner may authorize or permit any third party to use the Driveway Easements other than its Permittees. The Driveway Easements shall be used solely for the purpose of ingress and egress by vehicular and pedestrian traffic and in a manner consistent with the retail, commercial and/or future residential use of the Parcels and in compliance with all Laws, as hereinafter defined. "Laws" shall mean any statute, constitution, ordinance, resolution, regulation, rule, administrative order or requirement of any municipal, county, state, federal or other governmental agency or authority having jurisdiction over the Parcels in effect as of the Effective Date or which thereafter be enacted, adopted, amended or modified. Each Owner's access rights over the Driveway Easements shall accrue and become effective only upon the substantial completion of the Driveway Improvements within the applicable portion of the Driveway Areas and the Enclosure Improvements. The right to use the Driveway Easements herein provided does not include any right to park motor vehicles within the Driveway Easements or Driveway Areas in such a manner that would materially hinder ingress and/or egress between the Parcels and a public road.

b. Enclosure Easement and Enclosure Access Easement. No Owner may authorize or permit any third party to use the Enclosure Easement and Enclosure Access Easement other than its Permittees. Such easements shall further be used in compliance with all Laws. The Second Parcel Owner's right to use the Enclosure Easement and Enclosure Access Easement shall accrue upon the substantial completion of the Driveway Improvements. If First Parcel Owner fails to substantially complete the Enclosure Improvements prior to or concurrent

with the substantial completion of the Driveway Improvements, Second Parcel Owner shall be entitled to construct the Enclosure Improvements and secure reimbursement of all costs (plus penalties) as set forth in Section 9d. First Parcel Owner's rights to the Second Parcel Easement shall not accrue until the Enclosure Improvements have been substantially completed, or if Second Parcel Owner is required to construct such Driveway Improvements, until Second Parcel Owner's costs in constructing such Driveway Improvements have been paid in full by First Parcel Owner.

7. **Permittees.** The term "Permittees" as to the Owner of any Parcel means the tenants and/or other occupants of such Owner's Parcel and their respective employees, customers, contractors, service providers and other invitees authorized by such Owner to use the easements set forth in this Agreement.

**8. Rights to Modify; Temporary Closure; Force Majeure.**

a. **Modifications.** Notwithstanding the provisions above to the contrary, the Driveway Easements shall be subject to the rights of the respective Owners to modify, alter, relocate and/or change the size and/or extent of the portion or portions of such Owner's Parcel subject to the Driveway Easements in accordance with good business practices and good faith; provided that substantially similar and convenient access shall be maintained at all times between the Parcels and the public streets adjacent to the Parcels through either Stevens Creek Boulevard or Saich Way as applicable. In the event the First Parcel Owner wishes to modify or relocate the Enclosure Easement, such modification or relocation shall be subject to the consent of the Second Parcel Owner which shall not be unreasonably withheld provided that the modification or new easement area continues to provide substantially similar and convenient access for trash/garbage storage. Each Owner shall cooperate with the requesting Owner in taking all steps necessary or appropriate to accomplish the modification of the easements as provided herein, including without limitation, the amendment of this Agreement to substitute the description of the easement areas as applicable. The requesting Owner shall pay all filing and recording costs necessary to effectuate such change and any costs of removing or reconstructing any Driveway, Enclosure or easement areas. Any modifications to the area or location of the Driveway Easements or the Enclosure Easement pursuant to this Section 8 shall be subject to the City's prior written approval, as further provided in Section 23 below.

b. **Temporary Closure.** Portions of each Parcel from time to time subject to the access rights granted by this Agreement may be temporarily closed for the purpose of construction and/or repairs and to the extent necessary to prevent claims of prescriptive or other adverse rights to use such areas, provided that (i) the Owner effecting such temporary closure has used commercially reasonable efforts to avoid such temporary closure and to minimize the duration and disruption caused by such temporary closure, and (ii) such Owner has provided reasonable prior notice of such temporary closure to the other Owner(s) specifying the work to be done, if applicable, the schedule for such temporary closure and the alternative access, if available, during such temporary closure.

c. **Force Majeure.** Notwithstanding the provisions above to the contrary, the easements granted herein may be temporarily closed due to acts of God, war, riot, civil

insurrection, governmental regulations or controls, or other similar matters or causes, in all cases that could not be reasonably anticipated by and are beyond the reasonable control of the respective Owner (“Force Majeure”); provided, however, that Force Majeure does not include the performance of any act rendered difficult solely because of the financial condition of such Owner. In connection with any closure due to Force Majeure, (i) the Owner effectuating such temporary closure must use commercially reasonable efforts to avoid such temporary closure and minimize the duration and disruption caused by such temporary closure, and (ii) such Owner must, as soon as reasonably practicable, provide notice of such temporary closure to the other Owner(s) specifying the event of Force Majeure, the estimated duration of the closure and identify an alternative access route to a public street if such access is reasonably available.

**9. Maintenance.**

a. Driveway Easements Maintenance Responsibility. Each Owner shall, at its own expense and without reimbursement from the other Owner (except as specifically provided below), cause the Driveway Easements located on its Parcel to be maintained at all times in a safe, good and clean condition and repair, substantially in accordance with the standards for similar projects in the City of Cupertino, and in a manner that shall be safe for vehicular and pedestrian use, including reasonable removal of litter.

b. Maintenance of Enclosure Area. Second Parcel Owner shall, at Second Parcel Owner’s sole expense, maintain the Enclosure Area (including trash container within the Enclosure Area) in good condition and repair. The trash container within the Enclosure Area shall be located so as to not be visible to tenants, customers or other occupants of the First Parcel and so as to not create or permit offensive odors, health or fire hazards. Second Parcel Owner and its Permittee(s) shall store all trash and garbage within the trash container located within the Enclosure Area only and arrange for the prompt and regular removal of the trash and garbage. Second Parcel Owner shall pay all of the costs of the refuse service provider for the trash and garbage stored within the Enclosure Area. If the Enclosure Area is located directly adjacent to, or is otherwise integrated with, the First Parcel Owner’s trash enclosure area, Second Parcel Owner shall only be responsible for the maintenance of its portion of the Enclosure Area and First Parcel Owner shall have the same maintenance responsibilities for its portion of the Enclosure Area.

c. Repair Following Maintenance and Notice of Maintenance Work. Upon the completion of any maintenance work required hereunder, the Owner undertaking any such maintenance required by this Section 9 (“Maintaining Owner”) will repair at its own cost any and all damage caused by such Maintaining Owner’s maintenance work and will restore the affected portion of any Parcel (including the Parcel upon which such work is performed) to a condition which is equal to or better than the condition which existed prior to the beginning of such work. Except in cases of emergency (in which event concurrent notice or no notice appropriate under the circumstances will be all that is required), all such work which causes disruption or inconvenience to any other Owner or Permittees (including the Parcel on which the work is being accomplished) will be undertaken only after giving the other Owner fifteen (15) days prior written notice of the work to be undertaken, which such notice shall identify the scope and nature of the work, the duration of the work and the area in which the work is to be

performed. The party undertaking the work shall use commercially reasonable best efforts to complete the work as soon as reasonably possible and minimize any interference with the use of the easements granted herein.

d. Failure to Maintain. If any Maintaining Owner fails to maintain the improvements and easement areas it is obligated to maintain pursuant to this Agreement in good condition and repair, reasonable wear and tear excepted, the other Owner ("Non-Maintaining Owner") may notify the Maintaining Owner of the need for repair and/or maintenance, which notice shall contain an itemized description of the required repair and/or maintenance (the "Repair Demand").

i. If the Maintaining Owner disputes any information in the Repair Demand, the dispute shall be resolved in accordance with the procedures described in Section 16 (Resolution Notice).

ii. If the Maintaining Owner does not dispute the Repair Demand, or following resolution of the Repair Demand as set forth in subsection 9.d.i above, the Maintaining Owner shall within thirty (30) days cure the maintenance deficiency as identified in the Repair Demand or if such maintenance deficiency is of a kind that cannot reasonably be cured within thirty (30) days, the Maintaining Owner shall commence to cure such maintenance deficiency and diligently thereafter prosecute such cure to completion.

iii. If the Maintaining Owner fails to take appropriate action to cure or commence to cure the maintenance deficiency described in the Repair Demand within a thirty (30) day period, or fails to notify the Non-Maintaining Owner in writing that it disputes the need for repair and/or maintenance within ten (10) business days of receipt of the Repair Demand, the Non-Maintaining Owner may have the appropriate repair and/or maintenance work performed and the Maintaining Owner shall be presumed to have consented to the work. The Maintaining Owner shall reimburse the Non-Maintaining Owner for cost of such work within ten (10) business days after receipt of written demand together with reasonable evidence of the costs paid to complete such work. Subject to the right of the Maintaining Owner to dispute the amount of such costs, if the Maintaining Owner fails to tender the payment within ten (10) business days after the receipt of the written demand, the Non-Maintaining Owner shall be entitled to recover the reasonable cost of collection, including reasonable attorneys' fees, a late charge equal to five percent (5%) of the delinquent payment and interest on the delinquent payment at ten percent (10%) per annum or the maximum rate authorized by law, whichever is greater. The Non-Maintaining Party may bring an action in any court of competent jurisdiction to collect the amount due.

e. Damage Responsibilities. Notwithstanding anything herein to the contrary, if either Owner or the Permittees of that Owner negligently damages any Driveway, Enclosure or the respective Easement Areas as set forth herein ("Easement Improvements"), to the extent that such damage is not insured against any policy or insurance maintained by any party, the responsible Owner shall pay all costs to repair or replace the damaged Easement Improvements. To the extent any damage to the Easement Improvements is covered by any insurance policy maintained by any Owner, such Owner waives all claims against the other Owner and their Permittees for such damage to property, including subrogation rights, as set

forth in Section 12.

f. **Indemnity and Liens.** The Maintaining Owner undertaking such maintenance work will pay all costs and expenses associated therewith and will indemnify, protect, defend and hold harmless all other Owner(s) and Permittees from all liabilities, damages, losses, costs, expenses or claims arising out of, in connection with or attributable to such Owner's performance of such maintenance work as provided in Section 10 of this Agreement. If any lien arises because of the Maintaining Owner's maintenance work, the Maintaining Owner immediately shall take all appropriate steps to remove the lien, including, if necessary the immediate posting of appropriate collateral or bond to remove the lien.

**10. Indemnification.** Each Owner ("Indemnifying Party") hereby indemnifies, holds harmless and defends the other Owner ("Indemnified Party(ies)") from and against all claims, damages, liens (including mechanics liens but excluding any lien rights any party may have under this Agreement or by judgment or order), costs, expenses (including, without limitation, reasonable attorney's fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Parcels, caused by (i) any act or omission of the Indemnifying Party and its Permittees in connection with the use of the easements granted to the Indemnifying Party hereunder, (ii) the active or passive negligence or willful misconduct of the Indemnifying Party and its Permittees, (iii) the use, transport, storage, release or disposal of any Hazardous Materials by the Indemnifying Party or its Permittees; and/or (iv) any breach of the Indemnifying Party's obligations under this Agreement; provided, the Indemnifying Party does not indemnify the Indemnified Party against any injury, loss of life, or damage which is caused by the active or passive negligence or willful misconduct of the Indemnified Party or its Permittees. The parties' obligations with respect to indemnification hereunder will remain effective, notwithstanding the expiration or termination of this Agreement, as to claims arising or accruing prior to the expiration or termination of this Agreement.

**11. Liability Insurance Coverage and Limits for Owners.** Each Owner agrees to maintain, and/or cause to be maintained, at no cost to the other Owners, commercial general liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Parcels and the ways immediately adjoining the Parcels, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than Three Million Dollars (\$3,000,000.00) for total claims for any one occurrence.

**12. Waiver of Certain Rights.** With respect to any loss or damage that may occur to the Driveway Areas and the Enclosure Area (or any improvements thereon) or the respective property of the Owners therein, arising from any peril customarily insured under a fire and extended coverage insurance policy, regardless of the cause or origin, excluding willful acts but including negligence of the Owners, their agents, servants or employees, the Owner suffering such loss hereby releases the other Owner from all claims with respect to such loss; and the Owners each agree that their respective insurance companies will have no right of subrogation against the other Owner on account of any such loss, and each Owner will procure from its respective insurers under all policies of fire and extended coverage insurance a waiver of all

rights of subrogation against the other Owner which the insurers might otherwise have under such policies.

**13. Estoppel Certificates.** Each Owner hereby covenants that within ten (10) business days after written request of any other Owner, it will issue to such other Owner or to any prospective mortgagee or purchaser of such Owner's Parcel an estoppel certificate stating: (a) whether the Owner to whom the request has been directed has actual knowledge of any default under this Agreement and if there are known defaults specifying the nature thereof; (b) whether, to such Owner's actual knowledge, this Agreement has been modified or amended in any way (and if it has, then stating the nature thereof); and (c) whether, to such Owner's actual knowledge, this Agreement as of that date is in full force and effect.

**14. Notices.** All notices, demands, or other communications of any type given, or required to be given, pursuant to this Agreement shall be in writing and shall be delivered in person with a receipt requested therefor, sent by postage prepaid certified or registered mail, return receipt requested, or sent by a recognized overnight service for next day delivery to the Owner to whom the notice is directed at the addresses that follows:

To First Parcel Owner:

Saich Way Station, LLC  
c/o Borelli Investment Company  
2051 Junction Ave., #100  
San Jose, CA 95131  
Attn: Tom Purtell

To Second Parcel Owner:

Stevens Creek Retail Associates  
c/o Harvest Properties  
6425 Christie Avenue, Suite 220  
Emeryville, CA 94608  
Attn: Blair Volkman

Notices and demands will be deemed effective upon receipt. The person and place to which notices are to be given may be changed by written notice to the other Owner.

**15. Resolution Notice.** If any dispute arises between the Owners regarding the rights or duties of the parties under this Agreement, on request, either party may submit a written notice to the other Owner(s) involved in the dispute (the "Dispute Notice"). No later than five (5) business days following receipt of the Dispute Notice, Owners, or their agents, shall meet and negotiate in good faith to resolve the dispute within ten (10) business days of date of the Dispute Notice. If a party refuses or fails to meet for any reason or if the dispute cannot be resolved as a result of the meeting, then any Owner may assert and pursue its rights and remedies pursuant to the provisions set forth in Section 16.

**16. Alternative Dispute Resolution.** Any claim or dispute arising out of or relating to this Agreement, regardless of the nature of the claim or dispute, will be settled by the parties hereto pursuant to this Section 16.

a. Mediation. If any claim or dispute arising out of or relating to this Agreement is not settled by direct discussions pursuant to Section 15 above within ten (10) business days after the date of the Dispute Notice, the parties agree first to try in good faith to settle the claim or dispute by non-binding mediation administered by the JAMS, The Resolution Experts ("JAMS").

b. Binding Arbitration. If the parties fail to settle a claim or dispute through mediation, it will be settled by binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

c. Provisional Relief. Nothing in this Section 16 will prevent either party from applying for or obtaining a provisional judicial remedy regarding any claim or dispute. Notwithstanding such application, the final resolution of the claim or dispute will be mediated or arbitrated under this Section 16 and failure by either party to comply with any Law will not be deemed to waive such party's rights to mediate or arbitrate under this Section 16.

d. Attorneys Fees. In the event any Owner institutes binding arbitration or provisional relief to enforce or interpret its rights under this Agreement, then the losing party or parties shall pay to the prevailing party or parties a reasonable sum for attorneys' and experts' fees and costs incurred in bringing or defending such action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action or proceeding and shall be paid whether or not such action or proceeding is prosecuted to final judgment. Any judgment or order entered into such action or proceeding shall contain a specific provision for the recovery of attorneys' fees and costs, separate from the judgment, incurred in enforcing such judgment. The prevailing party shall be determined by the trier of fact based upon an assessment of which party's major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues. For the purpose of this section, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy and debtor and third party examinations; (4) discovery, (5) any appeals; and (6) bankruptcy proceedings. This Section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

**17. Equitable Servitudes. Covenants Running with the Land.** All of the easements and covenants herein contained shall be deemed to be equitable servitudes enforceable by any of the Owners or their successors and assigns. The easements, covenants and declarations set forth herein shall be covenants running with the land and shall be binding upon on inure to the benefit of all parties having or acquiring any right, title or interest in any of the Parcels herein described.

Upon the transfer of either (or both) of the Parcels to a successor party, the successor party shall constitute the "First Parcel Owner" or "Second Parcel Owner" (as applicable) hereunder and all predecessors-in-interest to such successor party shall be fully relieved of the obligations hereunder and shall have no liability for any default or failure to perform occurring from and after the date of such transfer of the Parcel(s).

**18. Governing Law.** This Agreement shall be governed under the laws of California.

**19. No Covenant to Operate.** Nothing contained herein shall be construed to be a covenant to operate any business within the Parcels and the parties expressly disclaim any such duty.

**20. Breach Shall not Permit Termination; Notice and Cure Rights.** It is expressly agreed that no breach of this Agreement shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, and such limitations shall not affect in any manner any of the rights or remedies which the Owners may have by reason of any breach of this Agreement. No Owner shall be deemed in breach of this Agreement unless and until such Owner shall have received notice of such breach and thirty (30) days (or such lesser period of time as may be expressly stated herein) shall have elapsed after such notice without the cure of such breach having been completed, or if the breach is not susceptible of being cured within such thirty (30) day period, the responsible Owner has commenced to cure and is diligently prosecuting such cure to completion.

**21. No Partnership.** Neither this Agreement nor any acts of the Owners shall be deemed or construed by the parties hereto, or any of the them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between or among any of the Owners to this Agreement.

**22. Modification.** Except as otherwise provided herein, this Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by a writing executed by First Parcel Owner or its successor as the Owner of the First Parcel and Second Parcel Owner or its successor as the Owner of the Second Parcel, and duly recorded. Any modifications to this Agreement shall be subject to the requirements of Section 23 below.

**23. City Approval Rights – Termination and Modification.** The City shall be a third-party beneficiary of the foregoing provision and of the grant of the Driveway Easements provided for in Section 1 above and the Enclosure Easement provided for in Section 2 above. This Agreement may not be amended or terminated without the prior written approval of the City Manager or his or her designee, which such approval shall not be unreasonably withheld. The determination of the City Manager or his or her designee shall be subject to appeal in accordance with the process set forth in the City's Municipal Code.

**24. Not a Public Dedication.** Nothing herein contained will be deemed to be a gift or dedication of any portion of the Property to the general public or for any public purposes whatsoever, it being the intention of the Owners that this Agreement will be strictly limited to

and for the purposes herein expressed.

**25. Severability.** If any term or provision of this Agreement or the application of it to any person or circumstance will to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the extent permitted by Law.

**26. Inurement.** This Agreement and the easements, covenants, benefits and obligations created hereby will inure to the benefit and be binding upon each Owner and its successors and assigns, provided, (a) if any Owner conveys all of its interest in any Parcel owned by it, such Owner will thereupon be released and discharged from any and all further obligations under this Agreement as fee owner of the property conveyed by it if the buyer assumes in writing all of such obligations, and (b) no such sale will release such Owner from any liabilities, actual or contingent, existing as of the time of such conveyance.

**27. Compliance by Tenants.** Any occupancy agreement entered into after the date hereof must provide that the terms of such occupancy agreement will be subject in all respects to the provisions of this Agreement. Any Owner who enters into such an agreement will be responsible for assuring compliance by such occupant with this Agreement. Notwithstanding anything to the contrary herein, an Owner hereunder may cause its occupants to fulfill the obligations of an Owner hereunder provided that Owner will be responsible for assuring compliance by such occupant with this Agreement and Owner will remain liable for any breach of obligation hereunder.

**28. Reasonable Consent.** Except as otherwise specifically provided in this Agreement, if an Owner is required to give its consent or approval to any action on the part of the other Owner, the consent or approval will not be unreasonably withheld or delayed. Except where other time periods to give or deny consent are provided in this Agreement, consent will be deemed granted at the end of the tenth (10th) business day following delivery of a request for consent, provided such request specifically refers to this Section 28 of this Agreement and states that consent will be deemed granted at the end of the tenth (10th) business day from delivery of the request, unless a written denial of consent stating the specific reason for denial is delivered before the end of the tenth (10th) business day after delivery of the request for consent. In the event the requested consent is unreasonably withheld, the other party will be entitled to specific performance and will have such other remedies as are reserved to it under this Agreement or at Law.

**29. Eminent Domain.** In the event the whole or any part of a Parcel shall be taken by right of eminent domain or any similar authority of law (a "Taking), the entire award for the value of the land and improvements so taken shall belong to the Owner of the Parcel so taken, and no other Owner shall have a right to claim any portion of such award by virtue of an interest created by this Agreement. Any Owner of a Parcel which is not the subject of a Taking may,

however, file a collateral claim with the condemning authority over and above the value of the Parcel (or portion thereof) being so taken to the extent of any damage suffered by such Owner resulting from the severance of land and the improvements so taken. In the event of a partial taking, the Owner of the Parcel that is the subject of the Taking, shall use commercially reasonable best efforts to promptly restore (i) the Driveway Improvements located on the Owner's Parcel as may be required to provide public street access, and/or (ii) the Enclosure Improvements as may be required to provide the Second Parcel Owner with adequate refuse storage and removal services. Following any Taking, and until the completion of restoration or other disposition of such Parcel, the Owner shall maintain appropriate fencing or other security barriers around the affected areas as necessary for assuring appropriate safety to persons and property.

**30. Good Faith.** Each Owner agrees to exercise good faith and reasonable cooperation to carry out the intent of the provisions of this Agreement and to execute such additional documentation as may be necessary or reasonable for carrying out the provisions of this Agreement.

**31. Lienholder Protection.** This Agreement, the rights, privileges, covenants, agreements and easements hereunder with respect to each Owner and Parcel, shall be superior and senior to any lien placed upon any Parcel, including the lien of any mortgage or deed of trust. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value, but all the covenants and restrictions, easements, conditions and other provisions, terms and conditions contained in this Agreement shall be binding upon and effective against any party (including, but not limited to, any mortgagee or beneficiary under a deed of trust) who acquires title to any Parcel or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. Provided, however, any party who acquires title to any Parcel or portion thereof shall only be bound during the period of its ownership, and such party shall not be: (a) liable for any act or omission of any prior Owner, including but not limited to payment of any amounts owed by such prior Owner under this Agreement; (b) subject to offsets or defenses which any other Owner might have against any prior Owner; (d) bound by any unrecorded amendment or modification of this Agreement; or (e) liable for consequential damages.

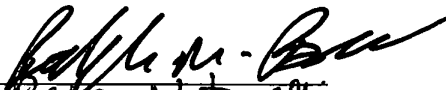
**32. Exhibits.** All exhibits attached to this Agreement are incorporated herein by this reference as though set forth in full herein.

**33. No Waiver.** No failure to exercise and no delay in exercising on the part of the Owners any right, power, privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege hereunder. Any waiver of any right, power, privilege hereunder must be in writing. The rights and remedies of the Owners are cumulative and not exclusive of any rights or remedies as provided by law.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.


FIRST PARCEL OWNER:

**SAICH WAY STATION, LLC**, a California limited liability company

By:   
Name: Rayon N Borelli  
Its: Manager

SECOND PARCEL OWNER:

**STEVENS CREEK RETAIL ASSOCIATES, LLC**, a California limited liability company

By:   
Name: J. Blair Videmann  
Its: Managing Member of VRT

[Attach notarial acknowledgment]

**Exhibit A**  
(Legal Description of First Parcel)

All that certain Real Property in the City of Cupertino, County of Santa Clara, State of California, described as follows:

All of Lot 1 as shown upon that certain Map entitled Tract No. 4245 Santa Clara County, California Official Records, recorded on December 28, 1966 in Book 217 of Maps at Page 47.

Excepting therefrom the underground water rights as conveyed to the City of Cupertino by Deed recorded February 3, 1967 in Book 7631 of Official Records, Page 483.

APN: 326-32-041 and 042

**Exhibit B**  
(Legal Description of Second Parcel)

PARCEL ONE:

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF CUPERTINO, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND AS SHOWN ON THAT PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, SANTA CLARA COUNTY, STATE OF CALIFORNIA, ON DECEMBER 30, 1980, IN BOOK 477 OF MAPS, AT PAGES 51 AND 52 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST PROPERTY CORNER OF LOT 3, AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, SAID POINT ALSO BEING THE SOUTHEAST PROPERTY CORNER OF LOT 2, AS SHOWN ON SAID MAP; THENCE SOUTH 0° 00' 15" EAST 189.00 FEET TO STEVENS CREEK BOULEVARD; THENCE ALONG THE RIGHT-OF-WAY LINE FOR STEVENS CREEK BOULEVARD SOUTH 89° 54' 03" WEST 180.00 FEET; THENCE NORTH 0° 05' 57" WEST 152.00 FEET; THENCE NORTH 89° 54' 03" EAST 122.84 FEET; THENCE NORTH 0° 05' 57" WEST 37.00 FEET; THENCE NORTH 89° 54' 03" EAST 57.50 FEET TO THE POINT OF BEGINNING; AS DESCRIBED IN RESOLUTION APPROVING LOT LINE ADJUSTMENT RECORDED NOVEMBER 15, 1983 IN BOOK 1065 PAGE 685 OFFICIAL RECORDS.

PARCEL TWO:

NON-EXCLUSIVE EASEMENTS

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, CIRCULATION AND PARKING AS GRANTED IN THAT CERTAIN INSTRUMENT RECORDED AUGUST 11, 1990 IN BOOK F496, PAGE 692, OFFICIAL RECORDS AS AMENDED BY THAT CERTAIN INSTRUMENT RECORDED DECEMBER 27, 2004 AS INSTRUMENT NO. 18162144, OFFICIAL RECORDS.

APN: 326-32-051

**Exhibit C**  
**(Easement Exhibit)**



February 26, 2014  
HMH 4033.10.322  
Page 1 of 2

**EXHIBIT "C"**

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

**SECOND PARCEL DRIVEWAY EASEMENT**

**BEGINNING** at the southeast corner of Lot 3 as shown on that Parcel Map filed for record December 30, 1980 in Book 477 of Maps, page 51, Santa Clara County Records;  
Thence North 00° 52' 21" East, 188.46 feet along the east line of said Lot 3;  
Thence North 89° 07' 39" West, 20.40 feet;  
Thence South 00° 52' 21" West, 188.50 feet to the south line of said Lot 3;  
Thence South 89° 13' 57" East, 20.40 feet along said south line to the POINT OF BEGINNING.

**FIRST PARCEL DRIVEWAY EASEMENT**

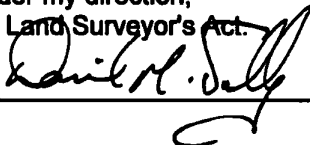
**BEGINNING** at the southwest corner of Lot 1, as shown on that map of Tract 4245 filed for record December 28, 1966 in Book 217 of Maps, page 47, Santa Clara County Records;  
Thence North 00° 52' 21" East, 188.46 feet along the west line of said Lot 1;  
Thence South 89° 07' 39" East, 3.61 feet;  
Thence North 68° 13' 11" East, 7.94 feet;  
Thence South 89° 06' 49" East, 101.62 feet to a point in the east line of said Lot 1;  
Thence South 00° 53' 11" West, 25.00 feet along said east line;  
Thence North 89° 06' 49" West, 88.55 feet to the beginning of a curve to the left;  
Thence Westerly along said curve, having a radius of 18.00 feet, through a central angle of 90° 00' 50", an arc length of 28.28 feet;  
Thence South 00° 52' 21" West, 148.51 feet to a point in the south line of said Lot 1;  
Thence North 89° 13' 57" West, 6.00 feet along said south line to the POINT OF BEGINNING.

**ENCLOSURE EASEMENT**

**COMMENCING** at the southwest corner of Lot 1, as shown on that map of Tract 4245 filed for record December 28, 1966 in Book 217 of Maps, page 47, Santa Clara County Records;  
Thence North 00° 52' 21" East, 188.46 feet along the west line of said Lot 1;  
Thence South 89° 07' 39" East, 3.61 feet;  
Thence North 68° 13' 11" East, 14.34 feet;  
Thence North 00° 53' 11" East, 31.35 feet to the TRUE POINT OF BEGINNING;  
Thence North 89° 06' 49" West, 12.20 feet;  
Thence South 00° 53' 11" West, 28.50 feet;  
Thence South 89° 06' 49" East, 12.20 feet;  
Thence North 00° 53' 11" East, 28.50 feet to the TRUE POINT OF BEGINNING.

This legal description was prepared by me or under my direction,  
pursuant to the requirements of the Professional Land Surveyor's Act.

DATE: 2-26-2014

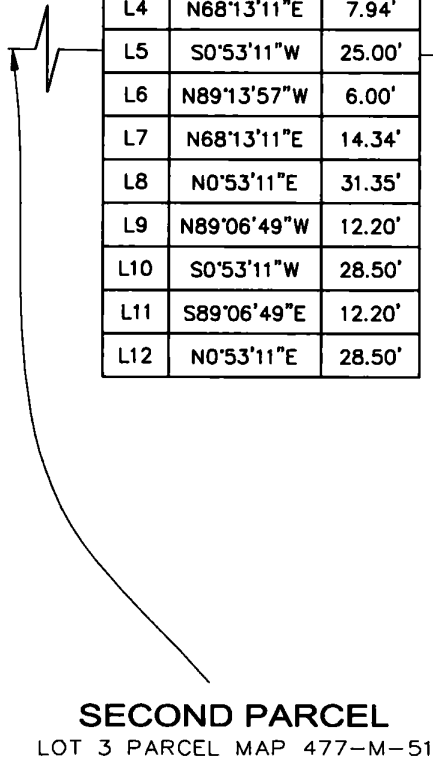
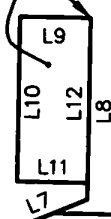
  
\_\_\_\_\_



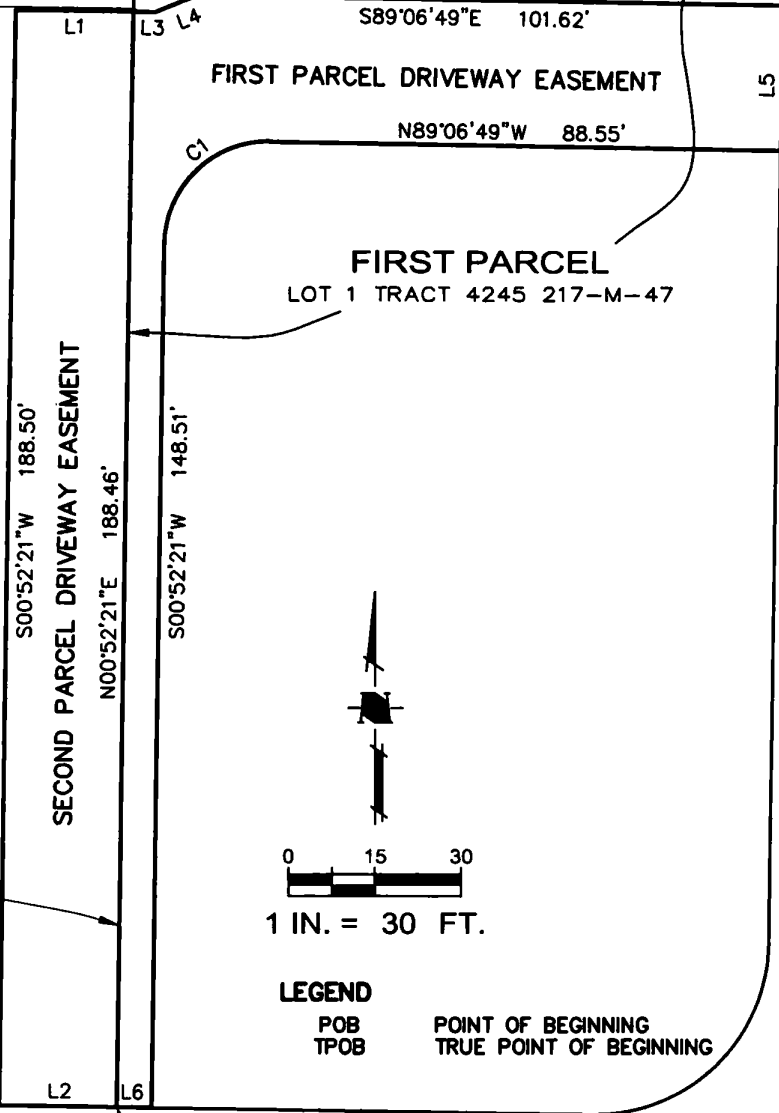
CURVE	RADIUS	DELTA	LENGTH
C1	18.00'	90°00'50"	28.28'

LINE	BEARING	LENGTH
L1	N89°07'39"W	20.40'
L2	S89°13'57"E	20.40'
L3	S89°07'39"E	3.61'
L4	N68°13'11"E	7.94'
L5	S0°53'11"W	25.00'
L6	N89°13'57"W	6.00'
L7	N68°13'11"E	14.34'
L8	N0°53'11"E	31.35'
L9	N89°06'49"W	12.20'
L10	S0°53'11"W	28.50'
L11	S89°06'49"E	12.20'
L12	N0°53'11"E	28.50'

ENCLOSURE  
EASEMENT  
TPOB

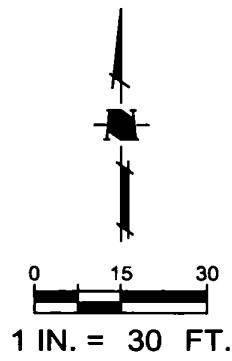


**SECOND PARCEL**  
LOT 3 PARCEL MAP 477-M-51



FIRST PARCEL DRIVEWAY EASEMENT  
FIRST PARCEL  
LOT 1 TRACT 4245 217-M-47

SAICH WAY



1 IN. = 30 FT.

**LEGEND**  
POB POINT OF BEGINNING  
TPOB TRUE POINT OF BEGINNING

STEVENS CREEK BLVD

SHEET 2 OF 2

Date:	02-26-2014
Scale:	1" = 60'
Designed:	RL
Drawn:	DT
Checked:	TG
Proj. Eng.:	ZJJ
403310PL001	

1570 Oakland Road (408) 487-2200  
San Jose, CA 95131 HMHca.com

EXHIBIT C  
CUPERTINO

CALIFORNIA

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

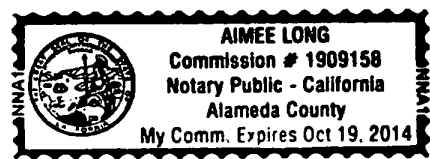
State of California

County of Alameda }

On 7/14/14 before me, Aimee Long, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared J. Blair Volckmann  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

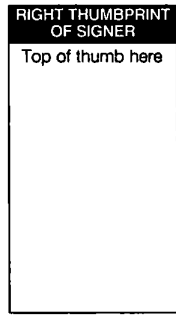
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

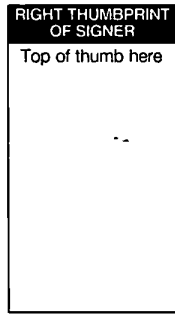
- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of California  
County of Santa Clara)

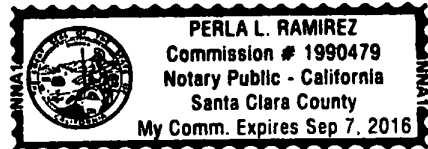
On July 15, 2014 before me, Perla L. Ramirez, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



Consent of Lienholder

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-TOP20, ("Lienholder"), of a certain Deed of Trust, dated May 5, 2005, recorded as Instrument No. 18373055 of Official Records of Santa Clara County, California, hereby consents to the forgoing "Reciprocal Easement Agreement", by and between Saich Way Station, LLC, a California limited liability company and Stevens Creek Retail Associates, LLC, a California limited liability company, solely as Lienholder and hereby does agree that in the event of the foreclosure of said Deed of Trust, or other sale of said property described in said Deed of Trust under judicial or non-judicial proceedings, the same shall be sold subject to said Reciprocal Easement Agreement recorded 2-27-15, as Instrument No. 2286536, of the Official Records of Santa Clara County, California

SIGNED AND EXECUTED this 15<sup>th</sup> day of September, 2014.

**LIENHOLDER:**

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-TOP20

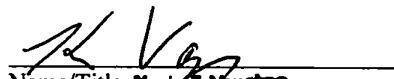
By: PRINCIPAL GLOBAL INVESTORS, LLC, a Delaware limited liability company, in its capacity as Primary Servicer, its authorized signatory

By

  
Name/Title: **Eric LeShar**  
**Senior CMBS Servicing**  
**Portfolio Manager**



By

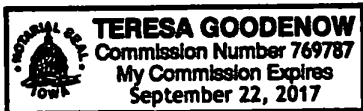
  
Name/Title: **Kevin F. Vaughan**  
**Senior CMBS Servicing**  
**Portfolio Manager**

Notary to follow on next page.

STATE OF IOWA )  
 )  
COUNTY OF POLK )

On this 15<sup>th</sup> day of September, 2014, before me, the undersigned, a Notary Public in and for the said State, personally appeared Eric LeShar and Kevin F. Vaughan, to me personally known to be the identical persons whose names are subscribed to the foregoing instrument, who being by me duly sworn, did say that they are the Senior CMBS Servicing Portfolio Manager and Senior CMBS Servicing Portfolio Manager, respectively, of PRINCIPAL GLOBAL INVESTORS, LLC, a Delaware limited liability company, in its capacity as Primary Servicer, authorized signatory of U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-TOP20, and that the instrument was signed on behalf of the company by Principal Global Investors, LLC, as authorized signatory of U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-TOP20, by authority of the Board of Directors of U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-TOP20; and that the aforesaid individuals each acknowledged the execution of the foregoing instrument to be the voluntary act and deed of Principal Global Investors, LLC, as authorized signatory of said company, by it and by them voluntarily executed.

Teresa Goodenow  
Notary Public in and for Polk County, Iowa



Consent of Lienholder

Heritage Bank of Commerce, ("Lienholder"), of a certain Deed of Trust, dated June 23, 2014, recorded as Instrument No. 22635203 of Official Records of Santa Clara County, California, hereby consents to the forgoing "Reciprocal Easement Agreement", by and between Saich Way Station, LLC, a California limited liability company and Stevens Creek Retail Associates, LLC, a California limited liability company, solely as Lienholder and hereby does agree that in the event of the foreclosure of said Deed of Trust, or other sale of said property described in said Deed of Trust under judicial or non-judicial proceedings, the same shall be sold subject to said Reciprocal Easement Agreement recorded 2-27-15, as Instrument No. 22655836, of the Official Records of Santa Clara County, California

SIGNED AND EXECUTED this 21<sup>st</sup> day of July, 2014.

LIENHOLDER:

Heritage Bank of Commerce

By: Noe Munoz

Name: Noe Munoz

Its: VPI Construction Loan officer

STATE OF CALIFORNIA )  
COUNTY OF Santa Clara ) ss.

On 7/21/2014 before me, Kristen Gray, Notary Public, personally appeared NOE MUNOZ, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies); and that by ~~this/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. Signature Kristen Gray (Seal)



**RECORDING REQUESTED BY:**  
Chicago Title Company  
Order No.: FWPS-2982140493

**When Recorded Mail Document To:**  
Saich Way Station LLC  
c/o Borelli Investment Company  
2051 Junction Ave, STE 100  
San Jose, CA 95131

Attn: Larry Bengiveno

**DOCUMENT: 22865837**



Pages: 15

Fees . . . . . 67.00  
Taxes . . . . .  
Copies . . . . .  
AMT PAID 67.00

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
Chicago Title

RDE # 001  
2/27/2015  
8:00 AM

APN/Parcel ID(s): 326-32-051

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STORM DRAINAGE OVERLAND RELEASE EASEMENT AGREEMENT**

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION**  
(Additional recording fee applies)

## STORM DRAINAGE OVERLAND RELEASE EASEMENT AGREEMENT

This Storm Drainage Overland Release Easement Agreement (this “**Agreement**”) is made July 10, 2014 (the “**Effective Date**”), between Saich Way Station, LLC, a California limited liability company (“**Grantor**”), and Stevens Creek Retail Associates, LLC, a California limited liability company (“**Grantee**”). Grantor and Grantee are sometimes together referred to in this Agreement as the (“**Parties**”), and separately as a (“**Party**”).

### RECITALS

A. Grantor is the fee simple owner of that certain real property located in the City of Cupertino, County of Santa Clara, California, consisting of Assessor Parcel Numbers 326-32-041 and 326-32-042 and more fully described on Exhibit A attached to this Agreement (referred to herein collectively, as the “**Grantor Parcel**”).

B. Grantee is the fee simple owner of that certain real property located in the City of Cupertino, County of Santa Clara, California, consisting of Assessor Parcel Number 326-32-051 and more fully described on Exhibit B to this Agreement (referred to herein as the “**Grantee Parcel**”).

C. Grantor intends to construct approximately 15,000 square feet of new commercial space consisting of two new commercial buildings upon the Grantor Parcel (“**Development Project**”).

D. In connection with the Development Project, Grantee requires a perpetual non-exclusive easement for storm water drainage and release purposes upon, over, and across the surface areas of the Easement Area (defined below), as more specifically set forth in this Agreement and subject to the terms and conditions set forth in this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated in this Agreement by this reference.

2. Grant of Perpetual Stormwater Drainage Easement. Grantor does now grant to Grantee a perpetual, nonexclusive easement upon, over, across, through and into the surface area of the Grantor Parcel more fully described on Exhibit C to this Agreement (“**Easement Area**”) for storm water drainage and release purposes. The Easement granted herein shall run with the title to the Grantor Parcel (as to the Easement Area) and be binding upon Grantor and its successors in title to the Grantor Parcel and assigns and is granted to Grantee subject to all matters of record in the public records of County of Santa Clara, State of California. Grantee acknowledges that use of the Easement Area shall be shared by Grantee with Grantor, Grantor’s successors and assigns and Grantee agrees that the easement granted herein is for the purpose of storm water drainage and release purposes only.

3. Obligations of the Parties. The Parties acknowledge and agree that any rights granted under this Agreement shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments to the same. The Parties agree that neither party shall discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit.

4. Remedies. In the event of a default under this Agreement, the Parties shall have all rights and remedies allowed by law in connection with such default, including, but not limited to, the right to specific performance. No Party shall be in default under this Agreement unless the other Party alleging a default shall have given the Party against whom a default is alleged not less than thirty (30) days' prior written notice of the default, with the right to cure such default within the thirty (30) day period. In any action at law or in equity between the Parties occasioned by a default under this Agreement, the prevailing Party shall be entitled to collect its reasonable attorneys' fees actually incurred in the action from the non-prevailing Party. As used in this Agreement, the term "prevailing Party" shall mean the Party who receives substantially the relief sought.

5. Indemnification. Each Party shall indemnify, defend, and hold the other Party harmless from any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action, judgments, and other costs and expenses, including attorneys' fees and court costs ("Claim"), including but not limited to Claims involving personal injuries or property damage, which a Party may suffer or incur as a consequence of the other Party's failure to perform any of the obligations as and when required hereunder (including any failure of any representation made under this Agreement), and/or any Claim resulting from any errors, omissions or negligent acts committed by a Party, its agents, subcontractors, employees, customers, or invitees upon the Easement Area.

6. Beneficiaries of Easement Rights. The Easement set forth in this Agreement shall be for the benefit and use of Grantee, and their successors in title and assigns.

7. Amendments and Waivers. This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties, or successor in title, and recorded in the official records of Santa Clara County, California. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver of such right, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. Notices. All notices, demands, or other communications of any type given, or required to be given, pursuant to this Agreement shall be in writing and shall be delivered in person with a receipt requested therefor, sent by postage prepaid certified or registered mail, return receipt requested, or sent by a recognized overnight service for next day delivery to the Party to whom the notice is directed at the addresses that follows:

To Grantor:

Saich Way Station, LLC  
c/o Borelli Investment Company  
2051 Junction Ave., #100  
San Jose, CA 95131  
Attn: Tom Purtell

To Grantee:

Stevens Creek Retail Associates  
c/o Harvest Properties  
6425 Christie Avenue, Suite 220  
Emeryville, CA 94608  
Attn: Blair Volkman

Notices and demands will be deemed effective upon receipt. The person and place to which notices are to be given may be changed by written notice to the other Party.

9. Governing Law. This Agreement shall be governed under the laws of California.

10. No Partnership. Neither this Agreement nor any acts of the Parties shall be deemed or construed by the Parties hereto, or any of the them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between or among any of the Parties to this Agreement.

11. Not a Public Dedication. Nothing herein contained will be deemed to be a gift or dedication of any portion of the Property to the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement will be strictly limited to and for the purposes herein expressed.

12. Severability. If any term or provision of this Agreement or the application of it to any person or circumstance will to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the extent permitted by Law.

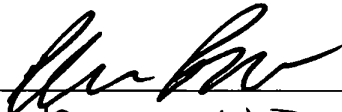
13. Good Faith. Each Party agrees to exercise good faith and reasonable cooperation to carry out the intent of the provisions of this Agreement and to execute such additional documentation as may be necessary or reasonable for carrying out the provisions of this Agreement.

14. Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference as though set forth in full herein.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

GRANTOR:

SAICH WAY STATION, LLC, a California limited liability company


By: 

Name: Ralph N Borelli

Title: Manager

GRANTEE:

STEVENS CREEK RETAIL ASSOCIATES, LLC, a California limited liability company

By: 

Name: J. Blair Yoldemann

Title: managing member

[Attach Notarial Acknowledgment]

**Exhibit A**  
(Legal Description of Grantor Parcel)

All that certain Real Property in the City of Cupertino, County of Santa Clara, State of California, described as follows:

All of Lot 1 as shown upon that certain Map entitled Tract No. 4245 Santa Clara County, California Official Records, recorded on December 28, 1966 in Book 217 of Maps at Page 47.

Excepting therefrom the underground water rights as conveyed to the City of Cupertino by Deed recorded February 3, 1967 in Book 7631 of Official Records, Page 483.

APN: 326-32-041 and 042

**Exhibit B**  
(Legal Description of Grantee Parcel)

**PARCEL ONE:**

All that certain Property situate in the City of Cupertino, County of Santa Clara, State of California, and as shown on that Parcel Map filed for Record in the Office of the County Recorder, Santa Clara County, State of California, on December 30, 1980, in Book 477 of Maps, at Pages 51 and 52 and more particularly described as follows:

Beginning at the Northeast Property Corner Of Lot 3, as shown on the Aforementioned Parcel Map, said Point also being the Southeast Property Corner Of Lot 2, as shown on said Map; Thence South 0° 00' 15" East 189.00 Feet To Stevens Creek Boulevard; Thence along the Right-of-Way line For Stevens Creek Boulevard South 89° 54' 03" West 180.00 Feet; Thence North 0° 05' 57" West 152.00 Feet; Thence North 89° 54' 03" East 122.84 Feet; Thence North 00° 05' 57" West 37.00 Feet; Thence North 89° 54' 03" East 57.50 Feet to the Point of Beginning; as Described in Resolution Approving Lot Line Adjustment Recorded November 15, 1983 In Book 1065 Page 685 Official Records.

**PARCEL TWO:**

Non-Exclusive Easements for Ingress, Egress, Circulation and Parking as Granted in that Certain Instrument Recorded August 11, 1990 In Book F496, Page 692, Official Records as Amended by that Certain Instrument Recorded December 27, 2004 as Instrument No. 18162144, Official Records.

APN: 326-32-051



EXHIBIT "C"  
STORM DRAINAGE OVERLAND RELEASE EASEMENT

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

Beginning at the southwest corner of Lot 1, as shown on that map of Tract 4245 filed for record December 28, 1966 in Book 217 of Maps, page 47, Santa Clara County Records;  
Thence North 00° 52' 21" East, 189.71 feet along the westerly line of said Lot 1;  
Thence leaving said westerly line, South 89° 08' 51" East, 6.61 feet;  
Thence North 68° 12' 00" East, 13.27 feet to the beginning point of a curve to the left;  
Thence Northerly along said curve, having a radius of 20.00 feet, through a central angle of 67° 18' 49", an arc length of 23.50 feet;  
Thence North 00° 53' 11" East, 265.61 feet;  
Thence South 89° 05' 35" East, 81.42 feet to the easterly line of said Lot 1;  
Thence South 00° 53' 11" West, 29.86 feet along said easterly line;  
Thence leaving said easterly line, North 89° 11' 10" West, 45.58 feet;  
Thence South 60° 53' 11" West, 17.90 feet;  
Thence South 00° 53' 11" West, 226.33 feet;  
Thence South 60° 53' 11" West, 12.51 feet to the beginning point of a curve to the left;  
Thence Southerly along said curve, having a radius of 5.00 feet, through a central angle of 80° 10' 06", an arc length of 7.00 feet to the beginning of a compound curve;  
Thence Southerly along said curve, having a radius of 15.00 feet, through a central angle of 69° 49' 54", an arc length of 18.28 feet;  
Thence South 89° 06' 49" East, 1.73 feet;  
Thence South 53° 09' 41" West, 40.88 feet;  
Thence South 00° 53' 11" West, 18.00 feet;  
Thence South 89° 06' 49" East, 6.03 feet;  
Thence South 00° 53' 11" West, 66.28 feet;  
Thence North 89° 06' 49" West, 5.90 feet;  
Thence South 00° 53' 11" West, 45.50 feet;  
Thence North 89° 06' 55" West, 18.10 feet;  
Thence South 00° 50' 24" West, 36.73 feet to the southerly line of said Lot 1;  
Thence North 89° 13' 57" West, 3.94 feet along said southerly line to the POINT OF BEGINNING.

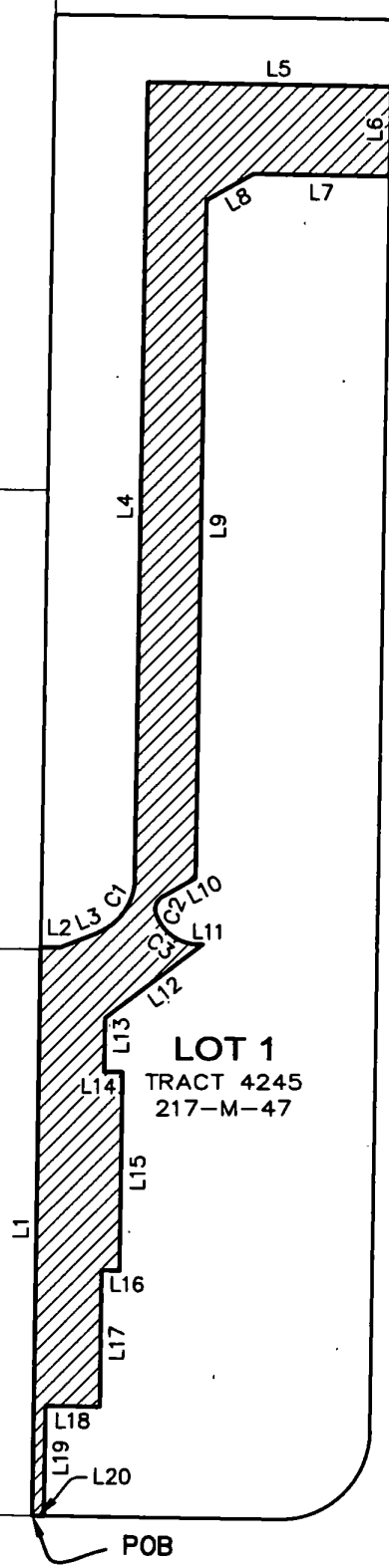
This legal description was prepared by me or under my direction, pursuant to the requirements of the Professional Land Surveyor's Act.

DATE: 7-16-2014

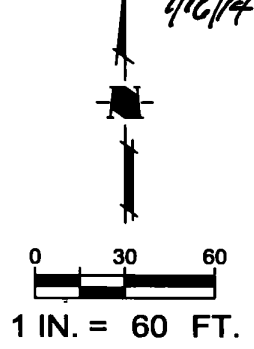
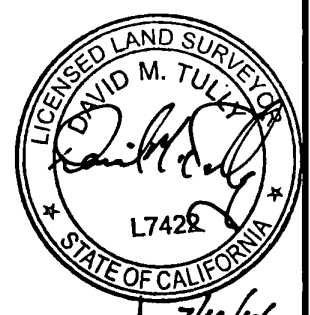


CURVE	RADIUS	DELTA	LENGTH
C1	20.00'	67°18'49"	23.50'
C2	5.00'	80°10'06"	7.00'
C3	15.00'	69°49'54"	18.28'


LINE	BEARING	LENGTH
L1	N0°52'21"E	189.71'
L2	S89°08'51"E	6.61'
L3	N68°12'00"E	13.27'
L4	N0°53'11"E	265.61'
L5	S89°05'35"E	81.42'
L6	S0°53'11"W	29.86'
L7	N89°11'10"W	45.58'
L8	S60°53'11"W	17.90'
L9	S0°53'11"W	226.33'
L10	S60°53'11"W	12.51'
L11	S89°06'49"E	1.73'
L12	S53°09'41"W	40.88'
L13	S0°53'11"W	18.00'
L14	S89°06'49"E	6.03'
L15	S0°53'11"W	66.28'
L16	N89°06'49"W	5.90'
L17	S0°53'11"W	45.50'
L18	N89°06'55"W	18.10'
L19	S0°50'24"W	36.73'
L20	N89°13'57"W	3.94'



SAICH WAY



**LOT 3**  
PARCEL MAP  
477-M-51

**LEGEND**  
 POB POINT OF BEGINNING  
 STORM DRAINAGE OVERLAND RELEASE EASEMENT

STEVENS CREEK BLVD

SHEET 2 OF 2

Date: 04-28-2014  
 Scale: 1" = 60'  
 Designed: RL  
 Drawn: DT  
 Checked: TG  
 Proj. Engr.: ZJJ  
 403310PL003



1570 Oakland Road (408) 487-2200  
 San Jose, CA 95131 HMHca.com

STORM DRAINAGE OVERLAND  
 RELEASE EASEMENT  
 CUPERTINO CALIFORNIA

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

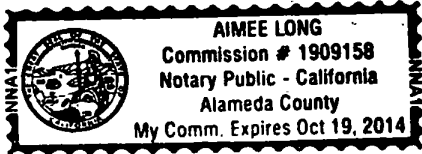
State of California

County of Alameda }

On 7/14/14 before me, Aimee Long, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared J. Blair Volckmann  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

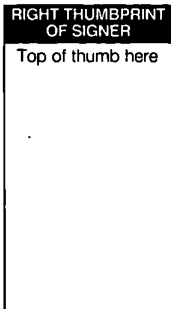
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

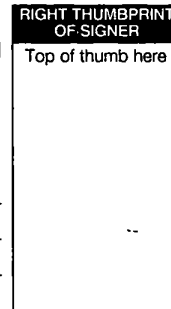
- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of California  
County of Santa Clara )

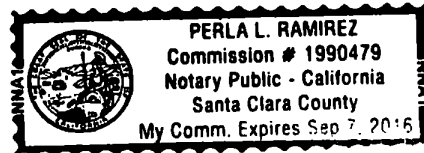
On July 15, 2014 before me, Perla L. Ramirez, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Perla Ramirez* (Seal)



Consent of Lienholder

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-TOP20, ("Lienholder"), of a certain Deed of Trust, dated May 5, 2005, recorded as Instrument No. 18373055 of Official Records of Santa Clara County, California, hereby consents to the forgoing "Storm Drainage Overland Release Easement", by and between Saich Way Station, LLC, a California limited liability company and Stevens Creek Retail Associates, LLC, a California limited liability company, solely as Lienholder and hereby does agree that in the event of the foreclosure of said Deed of Trust, or other sale of said property described in said Deed of Trust under judicial or non-judicial proceedings, the same shall be sold subject to said Storm Drainage Overland Release Easement recorded 2-27-15, as Instrument No. 22865837, of the Official Records of Santa Clara County, California

SIGNED AND EXECUTED this 15<sup>th</sup> day of September, 2014.

LIENHOLDER:

U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-TOP20

By: PRINCIPAL GLOBAL INVESTORS, LLC, a Delaware limited liability company, in its capacity as Primary Servicer, its authorized signatory



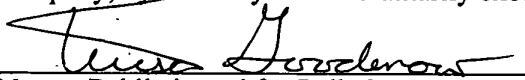
By *Eric LoShar*  
Name/Title: **Eric LoShar**  
**Senior CMBS Servicing**  
**Portfolio Manager**

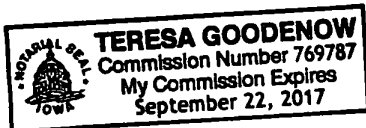
By *Kevin F. Vaughan*  
Name/Title: **Kevin F. Vaughan**  
**Senior CMBS Servicing**  
**Portfolio Manager**

Notary to follow on next page.

STATE OF IOWA )  
 )  
COUNTY OF POLK )

On this 15<sup>th</sup> day of September, 2014, before me, the undersigned, a Notary Public in and for the said State, personally appeared Eric LeSher and Kevin F. Vaughan, to me personally known to be the identical persons whose names are subscribed to the foregoing instrument, who being by me duly sworn, did say that they are the Senior CMBS Servicing Portfolio Manager and Senior CMBS Servicing Portfolio Manager respectively, of PRINCIPAL GLOBAL INVESTORS, LLC, a Delaware limited liability company, in its capacity as Primary Servicer, authorized signatory of U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-TOP20, and that the instrument was signed on behalf of the company by Principal Global Investors, LLC, as authorized signatory of U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-TOP20, by authority of the Board of Directors of U.S. BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO BANK OF AMERICA, NATIONAL ASSOCIATION (SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-TOP20; and that the aforesaid individuals each acknowledged the execution of the foregoing instrument to be the voluntary act and deed of Principal Global Investors, LLC, as authorized signatory of said company, by it and by them voluntarily executed.

  
Notary Public in and for Polk County, Iowa



Consent of Lienholder

Heritage Bank of Commerce, ("Lienholder"), of a certain Deed of Trust, dated June 23, 2014, recorded as Instrument No. 22635203 of Official Records of Santa Clara County, California, hereby consents to the forgoing "Storm Drainage Overland Release Easement", by and between Saich Way Station, LLC, a California limited liability company and Stevens Creek Retail Associates, LLC, a California limited liability company, solely as Lienholder and hereby does agree that in the event of the foreclosure of said Deed of Trust, or other sale of said property described in said Deed of Trust under judicial or non-judicial proceedings, the same shall be sold subject to said Storm Drainage Overland Release Easement recorded 2-27-15, as Instrument No. 22655637, of the Official Records of Santa Clara County, California

SIGNED AND EXECUTED this 18<sup>th</sup> day of February, <sup>2015 AM</sup> ~~2014~~.

LIENHOLDER:

Heritage Bank of Commerce

By: [Signature]

Name: Noe Munoz

Its: VP/ Construction Loan Officer

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. Signature \_\_\_\_\_ (Seal)

See Attached

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Santa Clara )  
On 2/18/15 before me, K. Bracamonte, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Noe Munoz  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature K. Bracamonte  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Consent of Lienholder Document Date: 2/18/15  
Number of Pages: 11 Signer(s) Other Than Named Above: N/A

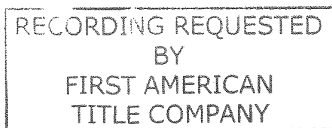
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Noe Munoz  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: VP Construction Loan office

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

Signer Is Representing: Heritage Bank of Commerce

Signer Is Representing: \_\_\_\_\_



NCS-1019881-SC

Record and return to:

Principal Real Estate Investors, LLC  
801 Grand Avenue  
Des Moines, IA 50392-1360  
ATTN: Diane Willey

**\*\*This document was electronically submitted to Santa Clara County for recording\*\***

**24630474**

**Regina Alcomendras**  
Santa Clara County - Clerk-Recorder  
09/25/2020 11:49 AM

Titles: 4    Pages: 28  
Fees: \$406.00  
Tax: \$0.00  
Total: \$406.00

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT

758507

A. THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT (as the same may from time to time hereafter be modified, supplemented or amended, this "**Mortgage**") is made as of September 25, 2020, by STEVENS CREEK OCA OWNER, LLC, a Delaware limited liability company, having its principal place of business and post office address at 3 Lagoon Drive, Suite 400, Redwood City, California 94065, as "**Borrower**" ("Borrower" to be construed as "Borrowers" if the context so requires), in favor of Brenda S. Tyler, having a post office address at 801 Grand Avenue, Des Moines, Iowa 50392-1360, as "Trustee", for the benefit of PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation, having its post office address at c/o Principal Real Estate Investors, LLC, 801 Grand Avenue, Des Moines, Iowa 50392-1450, together with its successors and assigns, as "**Lender**".

WITNESSETH:

B. This Mortgage is given to secure a loan in the original principal sum of Twenty eight Million and 00/100 Dollars (\$28,000,000.00) (the "**Loan Amount**") or so much thereof as may be advanced pursuant to that certain Loan Agreement dated of even date herewith between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**") and evidenced by that certain Note (as defined in the Loan Agreement). This Mortgage is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents are secured hereby, and each and every term and provision of the Loan Agreement, and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Mortgage (the Loan Agreement, the Note, this Mortgage, and all other documents evidencing or securing the Indebtedness, except the Environmental Indemnity, are hereinafter referred to collectively as the "**Loan Documents**"). Capitalized terms used herein and not otherwise defined shall have those meanings given to them in the Loan Agreement or the other Loan Documents.

C. NOW, THEREFORE, to secure the payment of the Indebtedness in accordance with the terms and conditions of the Loan Documents, and all extensions, modifications and renewals thereof and the performance of the covenants and agreements contained therein, and also to

THIS DOCUMENT IS ALSO A FIXTURE FILING IN ACCORDANCE WITH SECTION 9502(c) OF THE CALIFORNIA COMMERCIAL CODE.

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secure the payment of any and all other Indebtedness, direct or contingent, that may now or hereafter become owing from Borrower to Lender in connection with the Loan Documents, and in consideration of the Loan Amount in hand paid, receipt of which is hereby acknowledged:

### **Article I - GRANTS OF SECURITY**

Section 1.1 *Property Conveyed*. Subject to the terms of the Loan Documents, Borrower does by these presents irrevocably grant, convey, transfer and assign unto Trustee, its successors and assigns forever, IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION as provided below, for the benefit of Lender, (i) the Land (as hereinafter defined); (ii) the Improvements (as hereinafter defined); and (iii) all of Borrower's present and future estate, right, title and interest in, to and under the following described property now owned or held or hereafter acquired from time to time (collectively the "**Premises**"):

(a) Land. All that certain real property described in Exhibit A attached hereto and made a part hereof (the "**Land**");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Mortgage;

(c) Leases and Rents. All Lease(s) and all Rents, which are pledged and assigned absolutely and directly (and not merely collaterally);

(d) Easements/Intangibles/Licenses. All tenements, hereditaments, easements, appurtenances, passages, decreed or undecreed water rights, water courses, riparian rights, direct flow, ditch(es), reservoir, well, spring, seepage and pond rights and other types of water rights which are underlying, appurtenant to or customarily or historically used upon or associated with the Premises, whether or not adjudicated, whether tributary or nontributary and whether evidenced by deed, water or ditch stock, permit or otherwise, sewer rights, all rights to naturally occurring oil, gas, minerals, geothermal resources, timber and crops under, through, upon or appurtenant to the Premises, all air rights and development rights, zoning rights, tax credits or appurtenances of any nature whatsoever in any way now or hereafter belonging, relating or pertaining to the Premises or any part thereof, all tradenames, trademarks, servicemarks, logos, copyrights, goodwill, URLs or other online media, books and records and all other general intangibles relating to or used in connection with the operation of the Premises, licenses, permits and contracts, and all other rights of any kind or character in any way now or hereafter appertaining to the Premises, including but not limited to, homestead and any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof and any and all strips and gores of land adjacent to and used in

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connection with the Premises and all the ways, streets, sidewalks and alleys adjoining the Premises;

(e) Improvements/Fixtures. (i) Any and all buildings and improvements of every kind and description now or hereafter erected or placed on the Land which are not subject to ground or "pad" leases (where Borrower is the lessor); (ii) all right, title and interest of Borrower in and to any and all buildings and improvements of every kind and description now or hereafter erected or placed on the Land which are subject to ground or "pad" leases (where Borrower is the lessor); (iii) all materials intended for construction, reconstruction, alteration and repairs of such buildings and improvements now or hereafter erected on the Land, all of which materials shall be deemed to be included within the Land immediately upon the delivery thereof to the Land, (iv) all improvements in which Borrower now or hereafter has any right, title and/or interest and attached to or contained in and used in connection with the Premises and appurtenances thereto; and (v) all items of furniture, furnishings, fixtures, machinery, engines, compressors, motors, elevators, pipes, pumps, tanks, fittings, conduit, wiring, radiators, awnings, shades, screens, plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning, lifting, cleaning, communications, fire prevention, fire extinguishing and sprinkler equipment and fixtures and appurtenances thereto, other equipment and personal property in which Borrower now or hereafter has any right, title and/or interest and used or useful in the operation of the Premises or otherwise related to the Premises; and all renewals or replacements of all of the aforesaid property or articles in substitution therefor, whether or not the same are or shall be attached to said buildings or improvements in any manner and regardless of where situated, used, usable, or intended to be used in connection with any present or future use or operation of or upon said Land (the foregoing (i)-(v) collectively, the "**Improvements**"); it being mutually agreed, intended and declared that all the aforesaid Improvements shall, so far as permitted by law, be deemed to form a part and parcel of the Land and for the purpose of this Mortgage to be Land and covered by this Mortgage, and as to any of the property aforesaid which does not form a part and parcel of the Land or does not constitute a "fixture" (as such term is defined in the UCC) this Mortgage and the other Loan Documents (the terms of which grant a security interest in personal property or real property, the proceeds of which may become personal property) are each hereby deemed to be, as well, a security agreement under the UCC for the purpose of creating a security interest in all items, including, but not limited to all property and rights which Borrower may grant, assign, bargain, sell, transfer, set over, deliver, or otherwise convey to Lender, as secured party, under the terms of this Mortgage or any of the other Loan Documents, including any and all proceeds thereof (as used herein, Borrower shall mean "Debtor" under the UCC and Lender shall mean "Secured Party" under the UCC), and this instrument shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included in the Premises;

(f) Additional Security. All funds, monies, accounts, deposits, and all proceeds of the foregoing now or hereafter held by Lender pursuant to the Loan

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Documents, any collection account, reserve account or security deposit account required by Lender pursuant to the terms of the Loan Documents (including, without limitation, Reserve Funds), any property reserves agreement, escrow security agreement, any letter(s) of credit (and any proceeds derived from any letter(s) of credit) under any of the terms hereof or of the Loan Documents and all of Borrower's payment intangibles, letter of credit rights, rights under interest rate cap agreements, tenant in common agreement rights, any and all tax and utility refunds or rebates related to the Premises (regardless of the time period in which they relate) and any contract rights of Borrower related in any manner to the ownership, operation, or management of the Premises, as well as any and all supporting obligations, and all proceeds, renewals, replacements and substitutions thereof;

(g) Accounts/Proceeds/Awards. All funds, monies, accounts, deposits, now or hereafter granted by Borrower to Lender under the Loan Documents (including any Reserve Funds) and proceeds of any of the foregoing whether or not such funds, monies, accounts, deposits, or proceeds thereof are held by Lender under the terms of any of the Loan Documents, including, but not limited to bankruptcy claims of Borrower against any tenant at the Premises, and any proceeds thereof; all proceeds of any Rents, payments due under interest rate cap agreements, insurance proceeds from all insurance policies required to be maintained by Borrower under the Loan Documents, and all awards, decrees, proceeds, settlements or claims for damage now or hereafter made to or for the benefit of Borrower by reason of a Casualty or a Condemnation;

(h) Agreements. All agreements (including, without limitation, any contract of sale), contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder; and

(i) Other Property. All other accounts, general intangibles, instruments, investment property, documents, chattel paper, goods, moneys, letters of credit, letter of credit rights, certificates of deposit, deposit accounts, commercial tort claims, oil, gas and minerals, and all other property and interests in property of the Borrower whether tangible or intangible, in which Borrower now or hereafter has any right, title and/or interest and is used or useful in the operation of the Premises or otherwise related to the Premises, together with proceeds thereof.

Further, Borrower hereby grants a security interest in and to any of the Premises constituting personal property (collectively, the "**Personal Property**") to Lender and appoints Lender as its attorney-in-fact solely to execute such documents necessary to

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perfect Lender's security interest (provided Borrower is not subject to additional liability) and Borrower authorizes Lender at any time until the Indebtedness is paid in full, to prepare and file, at Borrower's expense, any and all UCC financing statements, amendments, assignments, renewals, terminations and the like, necessary to create and/or maintain a prior security interest in such property all without Borrower's execution of the same, including without limitation, financing statements describing the collateral as "all assets", "all personal property", or words of similar effect.

Section 1.2 Assignment of Leases and Rents.

(a) Borrower unconditionally and absolutely assigns to Lender all of Borrower's right, title and interest as lessor in and to the Leases and Rents. It is intended hereby to establish a present and complete transfer of all the Leases and all rights of the lessor thereunder and all the Rents unto Lender, subject to the terms and conditions of this Section 1.2, with the right, but without the obligation, to collect all of said Rents, which may become due during the life of the Loan. Borrower hereby appoints Lender the true and lawful attorney of Borrower with full power of substitution and with power for it and in its name, place and stead, to demand, collect, give receipts and releases for any and all Rents herein assigned which may be or become due and payable by the lessees and other occupants of the Premises, and at its discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Borrower or otherwise, which Lender may deem necessary or desirable in order to collect and enforce the payment of any and all Rents. Lessees of the Premises, or any part thereof, are hereby expressly authorized and directed to pay all Rents herein assigned to Lender or such nominee as Lender may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made. Notwithstanding anything to the contrary set forth herein, prior to an Event of Default, Lender grants Borrower a revocable license to enforce all provisions contained in the Leases and collect and use (subject to the terms and conditions of the Loan Agreement), all Rents. Upon the occurrence of an Event of Default, unless the same has been specifically waived in writing, all Rents collected or received by Borrower or any agent of Borrower shall be deemed to have been accepted and held for Lender in trust and shall not be commingled with the funds and property of Borrower, but shall be promptly paid or caused to be paid over to Lender.

Notwithstanding the above, provided an Event of Default has not occurred under the Loan Documents or Environmental Indemnity during the twelve (12) month time period following any written waiver of the Event of Default by Lender (provided, however, that nothing contained in this paragraph shall obligate Lender to grant any such waiver or prevent Lender from exercising any of its remedies under the Loan Documents in connection with an Event of Default prior to any waiver), Borrower's revocable license to enforce all provisions contained in the Leases and collect and use all Rents shall be

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reinstated by Lender on the day after the expiration of said twelve (12) month time period.

Further notwithstanding the above, the immediately preceding paragraph shall only be applicable to the first Event of Default during the term of the Loan.

(b) It is the intention of Lender and Borrower that the assignment effectuated hereby with respect to the Rents and other amounts due under the Leases shall be a direct, absolute and currently effective assignment and shall not constitute merely the granting of a lien, collateral assignment or a security interest or pledge for the purpose of securing the Indebtedness secured by this Mortgage and is effective whether or not a default occurs hereunder or under the Loan Documents. In the event that a court of competent jurisdiction determines that, notwithstanding such expressed intent of the parties, Lender's interest in the Rents or other amounts payable under the Leases constitutes a lien on or security interest in or pledge thereof, it is agreed and understood that the forwarding of a notice to Borrower after the occurrence of an Event of Default, advising Borrower of the revocation of Borrower's license to collect such Rents shall be sufficient action by Lender to (i) perfect such lien on or security interest in or pledge of the Rents, (ii) take possession thereof, and (iii) entitle Lender to immediate and direct payment of the Rents for application as provided in the Loan Documents, all without the necessity of any further action by Lender, including, without limitation, any action to obtain possession of the Land, Improvements or any other portion of the Premises. Notwithstanding the direct and absolute assignment of the Rents, there shall be no partial reduction of any portion of the Indebtedness secured by this Mortgage except with respect to Rents actually received by Lender and applied by Lender toward payment of such Indebtedness.

(c) Without limitation of the absolute nature of the assignment of the Rents, Borrower and Lender agree that (i) this Mortgage shall constitute a "security agreement" for purposes of 11 U.S.C. Section 552(b), (ii) the security interest created by this Mortgage extends to property of Borrower acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents (including, without limitation, any Extraordinary Rental Payments), and (iii) such security interest shall extend to all Rents (including, without limitation, any Extraordinary Rental Payments) acquired by the estate after the commencement of any case in bankruptcy. Without limitation of the absolute nature of the assignment of the Rents, to the extent Borrower (or Borrower's bankruptcy estate) shall be deemed to hold any interest in the Rents (including, without limitation, any Extraordinary Rental Payments) after the commencement of a voluntary or involuntary bankruptcy case, Borrower hereby acknowledges and agrees that such Rents (including, without limitation, any Extraordinary Rental Payments) are and shall be deemed to be "cash collateral" under Section 363 of the Bankruptcy Code. During the pendency of such bankruptcy case, Borrower may not use the cash collateral without the consent of Lender and/or an order of any bankruptcy court pursuant to 11 U.S.C. 363(c)(2), and Borrower hereby waives any right it may have to assert that such Rents (including, without limitation, any Extraordinary Rental Payments) do not constitute cash

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collateral. No consent by Lender to the use of cash collateral by Borrower shall be deemed to constitute Lender's approval, as the case may be, of the purpose for which such cash collateral was expended.

(d) Borrower acknowledges and agrees that, upon recordation of the Mortgage, Lender's interest in the Rents shall be deemed to be fully perfected, and enforced as to Borrower and all third parties, including, without limitation, any subsequently appointed trustee in any case under the Bankruptcy Code, without the necessity of (a) commencing a foreclosure action with respect to this Mortgage, (b) furnishing notice to Borrower or tenants under the Leases, (c) making formal demand for the Rents, (d) taking possession of the Premises as a lender-in-possession, (e) obtaining the appointment of a receiver of the Rents and profits of the Premises, (f) sequestering or impounding the Rents, or (g) taking any other affirmative action.

(e) The collection of Rents and the application thereof as set forth in the Loan Documents shall not cure or waive any Event of Default or notice of default under the Loan Documents or invalidate any act done pursuant to such notice, except to the extent any such Event of Default is specifically waived in writing. Failure or discontinuance of Lender at any time, or from time to time, to collect any Rents shall not impair in any manner the subsequent enforcement by Lender of the right, power and authority herein conferred on Lender. Nothing contained herein, including the exercise of any right, power or authority herein granted to Lender, shall be, or be construed to be, an affirmation by Lender of any tenancy, Lease or option or right to possession otherwise, or an assumption of liability under, or the subordination of the lien or charge of this Mortgage to any such tenancy, Lease or option or right to possession otherwise. Borrower hereby agrees that, in the event Lender exercises its rights as provided for in this Mortgage, Borrower waives any right to compensation for the use of Borrower's furniture, furnishings or equipment in the Premises for the period such assignment of rents or receivership is in effect, it being understood that the Rents derived from the use of any such items shall be applied to Borrower's obligations hereunder as provided for herein.

(f) This assignment is intended to confer upon Lender all rights, and impose upon Borrower all obligations, under California Civil Code Section 2938 ("Section 2938") and is intended to be construed in accordance with said statutory requirements. Upon the occurrence of an Event of Default, and at any time thereafter during the continuance thereof, Lender shall have the right, in addition to the rights granted pursuant to this Section 1.2, to collect all or any portion of the Rents assigned hereby directly or through a court-appointed receiver or pursuant to a notice to the lessees or by any other means set forth in Section 2938(c). In addition, and not by way of limitation, upon the occurrence of an Event of Default and at any time thereafter during the continuance thereof, Lender may, at its option, send any lessee a notice in compliance with Section 2938(d) to the effect that:

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- (i) an Event of Default has occurred and that Lender has revoked Borrower's license to collect any rents;
- (ii) Lender has elected to exercise its rights under this assignment and Section 2938(c); and
- (iii) such lessee is thereby directed to thereafter make all payments of rents and to perform all obligations under its lease for the benefit of Lender or as Lender shall direct.

#### CONDITIONS TO GRANT

TO HAVE AND TO HOLD the same unto the Lender, its successors and assigns until termination hereof, for the purposes and uses expressed herein or in the Loan Agreement.

IN TRUST, WITH POWER OF SALE, to secure payment of the Indebtedness at the time and in the manner provided for its payment in the Note, the Loan Agreement and this Mortgage.

PROVIDED, HOWEVER, these presents are upon the express condition that, if the Loan and any then outstanding Indebtedness shall be paid in full to Lender at the time and in the manner provided in the Note, the Loan Agreement and this Mortgage, and if the then outstanding Other Obligations as set forth in this Mortgage shall be satisfied, then these presents, the estate hereby granted and this Mortgage shall cease, terminate and be void with respect to the Premises, provided, however, that Borrower's obligation to indemnify and hold harmless Lender pursuant to the provisions of the Loan Documents and the Environmental Indemnity with respect to matters relating to any period of time during which this Mortgage was in effect shall survive any such payment or release to the extent set forth in the Loan Documents or the Environmental Indemnity.

#### Article II - DEBT AND OBLIGATIONS SECURED

Section 2.1 *Debt*. This Mortgage and the grants, assignments and transfers made in Article I are given for the purpose of securing the Indebtedness.

Section 2.2. *Other Obligations*. This Mortgage and the grants, assignments and transfers made in Article I are also given for the purpose of securing the following (the "**Other Obligations**"):

- (a) the performance of all other obligations of Borrower contained herein;
- (b) the performance of each obligation of Borrower contained in the Loan Agreement and any other Loan Document; and

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(c) the performance of each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document.

Section 2.3 *Maturity Date*. The unpaid balance of the Indebtedness evidenced by the Note and secured by this Mortgage shall be due and payable on October 1, 2027.

### **Article III - DUE ON SALE/ENCUMBRANCE**

Section 3.1 *No Sale/Encumbrance*. Subject to and in accordance with Section 7.1(a)(vi) and Section 4.2.3 of the Loan Agreement, it shall be an Event of Default if Borrower or any Person(s) owning an interest in Borrower shall, in violation of the terms of the Loan Agreement, without the prior written consent of Lender, permit, acquiesce in writing to or allow any of the following to occur: (A) a sale, conveyance, option to sell, assignment, transfer, encumbrance (other than (i) the Permitted Encumbrances, or (ii) any lien affecting the Premises for which Borrower is contesting and has complied with the Contest Requirements provided the same does not result in a Transfer of title to or interest in the Premises), including any mortgage, hypothecation, lien or conveyance of security title, alienation, pledge, forfeiture or other disposition (whether directly or indirectly, voluntary or involuntary, or by operation of law) of all or any portion of the Premises or an interest in the Premises or direct or indirect ownership interests in the Borrower; (B) the reconstitution or conversion of Borrower and/or any Person(s) owning an interest in Borrower from one Entity type to another Entity type, including (i) any change in the state of formation or organization or incorporation of Borrower, (ii) any change in the name of Borrower, (iii) the conversion of any general partnership interest in Borrower to a limited partnership interest if Borrower is a partnership, or any change, removal, or resignation of any general partner of Borrower if Borrower is a partnership, (iv) the admission of an Interest Owner as, or conversion of an existing Interest Owner into, a holder of any "preferred equity" in Borrower (obligating the Borrower to make payments to such Interest Owner without regard to cash flow of the Premises), and (v) a partial or complete liquidation, dissolution or termination of Borrower and/or any general partner of Borrower; (C) the issuance or other creation of ownership interests in the Borrower and/or any Person(s) owning an interest in Borrower; (D) a merger, consolidation, reorganization or any other business combination with respect to Borrower and/or any Person(s) owning an interest in Borrower; (E) a conversion to or operation of all or any portion of the Premises as a cooperative or condominium form of ownership; (F) a Division of the following listed Entities or their assets and liabilities: Borrower, any Guarantor or any managing member or general partner of the Borrower or any Guarantor; (G) if Borrower or Guarantor (if any) is a trust, or if a trust Controls Borrower or Guarantor (if any), the revocation, termination or expiration of such trust; (H) if Borrower or Guarantor (if any) is a trust, or if a trust Controls Borrower or Guarantor (if any), the addition, deletion or substitution of a trustee of such trust; (I) the acknowledgement or consent by Borrower to an encumbrance on, or an assessment against, all or any portion of the Premises to any Governmental Incentive Financing; or (J) a change in Control of Borrower. In the event of any inconsistencies between the terms and conditions of this Article III and the terms and conditions of Section 4.2.3 of the

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Loan Agreement, the terms and conditions of Section 4.2.3 of the Loan Agreement shall control and be binding.

#### **Article IV - LENDER RIGHTS AND REMEDIES UPON EVENT OF DEFAULT**

##### **Section 4.1 *Remedies.***

(a) Upon the occurrence and continuance of any Event of Default, Lender may declare all sums secured by this Mortgage immediately due and payable without any other presentment, demand, protest or notice of any kind, as provided in the Note.

(b) Upon the occurrence and continuance of any Event of Default, Lender may, but need not, make any payment or perform any act required of Borrower in the Loan Documents, in any form and manner deemed expedient and may, but need not, purchase, discharge, compromise or settle any tax lien or other prior lien or assertion of title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises, or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all reasonable expenses paid or incurred in connection therewith, including but not limited to, reasonable attorneys' fees and costs and reasonable attorneys' fees and costs on appeal, and any other money advanced by Lender to protect the Premises and the lien hereof during an Event of Default, shall be so much additional Indebtedness secured hereby and shall become immediately due and payable with notice (with said notice to Borrower to be provided by Lender promptly after such expenditure or advance) and with interest thereon at the Default Rate from the date of expenditure or advance until paid. In making any payment hereby authorized relating to taxes or assessments or for the purchase, discharge, compromise or settlement of any prior lien, Lender may make such payment according to any bill, statement or estimate secured from the appropriate public office without inquiry into the accuracy thereof or into the validity of any tax, assessment, sale, forfeiture, tax lien or assertion of title or claim thereof or without inquiry as to the validity or amount of any claim for lien which may be asserted.

(c) Upon the occurrence and continuance of any Event of Default, in addition to any other rights or remedies provided in the Loan Documents, at law, in equity or otherwise, Lender shall have the right to cause the Premises or any part thereof to be sold whether by judicial foreclosure or power of sale in order to accomplish the object of these trusts and upon demand by Lender, Trustee, without demand on Borrower, shall sell the Premises or such part thereof as Trustee in its sole discretion may deem necessary to accomplish the objects of these trusts having first given notice of the time and place of such sale as required by law for the sale of real property upon execution. Trustee may postpone such sale from time to time by giving notice of such postponement in the same manner in which any original notice of sale was given or by an announcement or proclamation made to the persons assembled at the time and place previously appointed and noticed for such sale or postponed sale, and on the date of such sale or the date to which such sale may have been postponed Trustee may sell the Premises to the highest

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bidder. Lender or its agents may bid and purchase at such sale. Trustee in conducting said sale may act either in person or through the agency of an auctioneer and may establish as one of the conditions of such sale that all bids and payments for said Premises be made in cash. Upon such sale, Trustee shall make, execute, and after due payment is made, deliver to the purchaser or purchasers a deed or deeds for the Premises or part thereof sold and shall apply the proceeds of the sale in accordance with the Loan Agreement. In the event of such a sale of the Premises or any part thereof and the execution of a deed or deeds therefor under these trusts, any recital therein of the occurrence of an Event of Default or of the giving or recording of any notice or demand by Trustee or Lender regarding such sale shall be conclusive proof thereof (absent manifest error), and the receipt of the purchase money recited therein shall fully discharge the purchaser from any obligation for the proper application of the proceeds of sale in accordance with these trusts.

(d) Upon the occurrence and continuance of an Event of Default, Borrower shall forthwith upon demand of Lender surrender to Trustee or Lender possession of the Premises, and Lender shall be entitled to take actual possession of the Premises or any part thereof personally or by its agents or attorneys, and Lender in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises together with all documents, books, records, papers and accounts of the Borrower or the then owner of the Premises relating thereto, and may exclude Borrower, its agents or assigns wholly therefrom, and may as attorney-in-fact or agent of the Borrower (but without subjecting Borrower to additional liability), or in its own name as Lender and under the powers herein granted:

(i) hold, operate, maintain, repair, rebuild, replace, alter, improve, manage or control the Premises as it deems judicious, insure and reinsure the same and any risks related to Lender's possession and operation thereof and receive all Rents, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion it deems necessary to enforce the payment or security of the Rents, including actions for the recovery of Rent, actions in forcible detainer and actions in distress for Rents, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Borrower; and

(ii) conduct leasing activity pursuant to the provisions of the Loan Agreement.

Trustee and Lender shall not be obligated to perform or discharge, nor does either hereby undertake to perform or discharge, any obligation, duty or liability under any Lease. Except to the extent that the same is caused solely by Trustee's or Lender's gross negligence or willful misconduct, should Trustee or Lender incur any liability, loss or damage (specifically excluding any consequential, special or

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punitive damages) under any Leases, or under or by reason of the assignment of Leases contained herein, or in the defense of any claims or demands whatsoever which may be asserted against Trustee or Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements in any Lease, the amount thereof, including out-of-pocket costs, expenses and reasonable attorneys' fees and costs, shall be added to the Indebtedness and secured hereby.

(e) Upon the occurrence and continuance of an Event of Default, Trustee and Lender in the exercise of the rights and powers conferred upon them shall have the full power to use and apply the Rents, less out-of-pocket costs and expenses of collection to the payment of or on account of the items listed in (i) – (iii) below, at the election of Lender and in such order as Lender may determine as follows:

(i) to the payment of (A) the expenses of operating and maintaining the Premises, (B) premiums on insurance as hereinabove authorized, (C) taxes and special assessments now due or which may hereafter become due on the Premises, and (D) expenses of placing the Premises in such condition as will, in the sole judgment of Lender, make it readily rentable;

(ii) to the payment of any principal, interest or any other Indebtedness secured hereby or any deficiency which may result from any foreclosure sale hereunder;

(iii) to the payment of established claims for damages with respect to the Premises, if any, and reasonable attorneys' fees and costs related thereto.

The manner of the application of Rents, the reasonableness of the costs and charges to which such Rents are applied and the item or items which shall be credited thereby shall be within the sole and unlimited discretion of Lender. To the extent that the costs and expenses in (i) and (iii) above exceed the amounts collected, the excess shall be added to the Indebtedness and secured hereby.

(f) Upon the occurrence and continuance of any Event of Default, in addition to any other rights or remedies provided in the Loan Documents, at law, in equity or otherwise, Lender shall have the right to:

(i) enforce all of the rights and remedies of an assignee under Section 2938 and the UCC; and

(ii) proceed at its election, in any sequence: (1) to dispose of any Personal Property separately from the sale of any real property in accordance with Division 9 of the California Commercial Code (the "**Commercial Code**"), the UCC (including the exercise of any remedies of a secured party under the UCC

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Section 9604(a)(1) and (3)) or other applicable law; (2) to dispose of some or all of the Premises and the Personal Property in any combination consisting of both real and personal property together in one or more sales to be held in accordance with the provisions of Commercial Code Section 9604(a)(1) and (3) to exercise any remedies of a secured party under the Commercial Code and the UCC. The out-of-pocket expenses of retaking, holding, preparing for sale or the like as provided in the UCC shall include reasonable attorneys' fees and other out-of-pocket expenses of Lender and Trustee and shall be additionally secured by this Mortgage.

Section 4.2 Appointment of a Receiver. Upon the occurrence and continuance of any Event of Default, unless the same has been specifically waived in writing, Lender may apply to any court having jurisdiction for the appointment of a receiver of the Premises. Such appointment shall be a matter of right and may be made either before or after sale, without notice, without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the then value of the Premises or the adequacy of Lender's security or the existence of any waste with respect to the Premises. Lender shall have the right to petition the court, on an ex parte basis, for the appointment of a receiver for the Premises. BORROWER HEREBY CONSENTS TO THE APPOINTMENT OF A RECEIVER ON AN EX PARTE BASIS DURING AN EVENT OF DEFAULT. LENDER MAY PROVIDE ANY COURT WITH A COPY OF THIS DEED OF TRUST AS PROOF OF LENDER'S AUTHORITY, AND BORROWER'S AND GUARANTOR'S CONSENT THERETO, TO OBTAIN A RECEIVER FOR THE PREMISES. Such right shall be exercised, if at all, by Lender in Lender's sole and absolute discretion at any time on or after the date hereof upon the occurrence and continuance of an Event of Default. Lender may be appointed as such receiver. The receiver shall have power to collect the Rents during the pendency of any foreclosure proceedings and, in case of a sale, during the full statutory period of redemption, if any, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collect such Rents. In addition, the receiver shall have all other powers which shall be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in its possession at Lender's election and in such order as Lender may determine in payment in full or in part of those items listed in the section above.

Section 4.3 Application of Proceeds After Foreclosure or Sale. The proceeds of any foreclosure sale, or other sale of the Premises in accordance with the terms hereof or as permitted by law, shall be distributed and applied in the following order of priority: first, to the payment of all out-of-pocket costs and expenses incident to the foreclosure and/or sale proceedings; second, to the payment of all items which under the terms hereof constitute secured Indebtedness in such order as Lender may elect in its sole and absolute discretion; third, then any surplus to such parties as are entitled thereto under any applicable legal requirements; and then the remainder, if any, to the Borrower or Borrower's successors or assigns, as their rights may appear. In any suit

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to foreclose the lien of the Mortgage, and in any sale proceedings of the Premises, there shall be allowed and included as additional Indebtedness payable by Borrower to Lender and secured hereby all out-of-pocket expenditures and expenses which may be paid or incurred by or on behalf of Lender for the reasonable expenses of the trust or the Trustee and the reasonable fees and costs of any attorneys for the trust, reasonable attorneys' fees and costs, appraisers' fees, expenditures for documentary and expert evidence, stenographer's charges, publication and advertising costs, survey costs, environmental audits and costs of procuring appropriate evidence of title, as Lender deems reasonably necessary either to prosecute such suit or to consummate such sale or to evidence to bidders at any sale the true condition of the title to or the value of the Premises.

Section 4.4 Sale of Multiple Lots/Parcels. If the Premises consists of several lots or parcels, Lender in its discretion may designate their order of sale or may elect to sell them through a single sale, or through two (2) or more successive sales, or in any other manner Lender may elect. In the event Lender elects to dispose of the Premises through more than one (1) sale, Borrower shall pay the out-of-pocket costs and expenses of each such sale and of any judicial proceedings wherein the same may be made.

Section 4.5 Action on Environmental Provisions. Without limiting any of the remedies provided in the Loan Documents, Borrower agrees that Section 6.5 and, to the extent applicable, Section 6.6 below and any representations given by Borrower or any surety of any obligations of Borrower concerning the presence of Hazardous Substances on the Premises or Borrower's or surety's compliance with or liability under any Environmental Law are "environmental provisions" (as defined in California Code of Civil Procedure ("CCP") Section 736(f)(2)) made by Borrower relating to the portion of the Premises constituting real property, and that Borrower's failure to comply with, or breach of warranty under, any such environmental provision is a breach of contract such that Lender shall have the remedies provided under CCP Section 736 for the recovery of damages and for the enforcement of such environmental provisions, and such enforcement shall not constitute an action within the meaning of CCP Section 726(a) or constitute a money judgment for a deficiency or a deficiency judgment within the meaning of CCP Sections 580a, 580b, 580d, 580e, or 726(b). Borrower's obligation to pay costs, damages or liabilities incurred by Lender but not permitted to be recovered pursuant to CCP Section 736 shall not be secured by this Mortgage, irrespective of whether such amounts are included at any time for purposes of calculating the amount outstanding under the Note. Nothing provided in this Mortgage shall prevent Lender from enforcing the Environmental Indemnity to recover costs, damages or liabilities not permitted to be recovered under CCP Section 736. Notwithstanding any other provision of the Loan Documents, Lender shall not be obligated to apply any amounts received at any time, whether from Borrower, any surety of Borrower's obligations, any purchaser of the Premises at a foreclosure sale or any other source, to repay costs, damages or liabilities incurred by Lender which arise out of the breach of any environmental provision and Lender shall be free to apply any such amounts received so as to maximize the amount available to be recovered under any action being maintained or to be maintained pursuant to CCP Section 736. Borrower waives any rights it may have, including the

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rights granted under California Civil Code Section 1479, to direct the application of payments made under the loan evidenced by the Note.

#### **Article V - Miscellaneous**

Section 5.1 *Invalidity of Provisions.* In the event one or more provisions of the Loan Documents shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the Loan Documents shall be construed as if any such provision had never been contained herein.

Section 5.2 *Release on Payment in Full.* On payment in full of the Indebtedness, and satisfaction of the Other Obligations then outstanding, this Mortgage and these presents shall be null and void, and Trustee shall release this Mortgage and the lien hereof by proper instrument executed in recordable form; however, Borrower's indemnification and hold harmless obligations described in the Loan Documents and Environmental Indemnity shall survive payment of the Indebtedness and release of the lien of the Mortgage.

Section 5.3 *Successors and/or Assigns.* This Mortgage and all provisions hereof shall inure to the benefit of the heirs, successors and assigns of Lender and shall bind the heirs and successors and assigns of Borrower and shall run with the Land and be binding on any successor owners of the Land. If the ownership of the Premises or any portion thereof becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with such person with reference to the Mortgage and the Indebtedness secured hereby in the same manner as with Borrower without in any way releasing Borrower from its obligations hereunder. Borrower will give prompt written notice to Lender of any conveyance, transfer or change of ownership of the Premises, but nothing in this section shall vary the provisions of Section 4.2.3 of the Loan Agreement.

Section 5.4 *Conflict/Construction of Documents.* The terms of the Loan Documents and the Environmental Indemnity shall be construed and interpreted without any presumption, inference, or rule requiring construction or interpretation of any provision of the Loan Documents and the Environmental Indemnity against the interest of the party causing the Loan Documents and the Environmental Indemnity or any portion of it to be drafted. In the event of any conflict or inconsistency between the terms of this Mortgage and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail. Borrower is entering into the Loan Documents and the Environmental Indemnity freely and voluntarily without any duress, economic or otherwise.

Section 5.5 *Limitation on Lender's Responsibility.* No provision of the Loan Documents shall operate to place any obligation or liability for the control, care, management or repair of the Premises upon Lender, nor shall it operate to make Lender liable for carrying out any of the terms and conditions of any of the Leases, nor shall it operate to make Lender responsible or liable for any waste committed on the Premises by the tenants or any other Person, or for any dangerous or defective condition of the Premises, or for any negligence in the

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management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession."

Section 5.6 Governing Law. This Mortgage shall be governed by, and construed in accordance with, the laws of the state where the Premises is located, without regard to its conflicts of law principles.

Section 5.7 Waiver of Trial by Jury. BORROWER AND LENDER (BY ITS ACCEPTANCE HEREOF) EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE, TO THE EXTENT NOT PROHIBITED BY LAW, TRIAL BY JURY IN ANY ACTIONS BROUGHT BY BORROWER, TRUSTEE OR LENDER IN CONNECTION WITH THIS MORTGAGE, ANY OF THE LOAN DOCUMENTS, THE INDEBTEDNESS SECURED HEREBY, OR ANY OTHER STATEMENTS OR ACTIONS OF LENDER.

Section 5.8 Joint and Several. If more than one party is obligated for any obligations hereunder, then all obligations and agreements of such parties, as applicable, shall be joint and several.

Section 5.9 Disbursements. At all times, regardless of whether any portion of the Loan has been disbursed, this Mortgage secures as part of the Indebtedness the payment of all loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by Lender in connection with the Indebtedness secured hereby, all in accordance with the Loan Documents.

Section 5.10 Prior Encumbrances. If any part of the Indebtedness secured hereby is used directly or indirectly to satisfy, in whole or in part, any prior encumbrance upon the Premises or any part thereof, then Lender shall be subrogated to the rights of the holder thereof in and to such other encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

Section 5.11 Subordination. At the option of Lender, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to Insurance Proceeds or any Award) to any and all Leases upon the execution by Lender and recording thereof, at any time hereafter, in the office of the recorder of deeds for the county wherein the Premises are situated, of a unilateral declaration to that effect.

Section 5.12 No Joint Venture. Borrower acknowledges that the relationship between the parties is that of borrower and lender and that in no event shall Lender be deemed to be a partner or joint venturer with Borrower. Lender shall not be deemed to be such a partner or joint venturer by reason of its becoming a mortgagee in possession or exercising any rights pursuant to the Mortgage or any other of the Loan Documents.

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Section 5.13 *Headings, etc.* The headings and captions of various paragraphs of this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 5.14 *Counterparts.* This Mortgage may be executed in counterparts, each of which shall be deemed an original; and such counterparts when taken together shall constitute but one agreement.

Section 5.15 *Trustee Provisions.*

(a) Trustee shall not be liable or responsible for its acts or omissions hereunder, except for Trustee's own gross negligence, willful default or breach of this Mortgage, or be liable or responsible for any acts or omissions of any agent, attorneys or employee by Trustee employed hereunder, if selected with reasonable care. Trustee accepts this trust when this Deed of Trust executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Borrower, Lender, or Trustee shall be a party unless brought by Trustee.

(b) Lender, from time to time, may substitute another Trustee in place of the Trustee named herein, to execute the trusts created by this Mortgage; and upon such appointment, and without conveyance to the successor trustee, the successor trustee shall be vested with all the title, interest, powers, duties and trusts in the Premises vested in or conferred upon Trustee herein named. Each such appointment and substitution shall be made by written instrument executed by the Lender containing reference to the Mortgage sufficient to identify it, which instrument, when recorded in the office of the county recorder of the county or counties in which the Premises is situated and by otherwise complying with the provisions of California Civil Code Section 2934(a), shall be conclusive proof of proper appointment of the successor trustee. The recital or statement, in any instrument executed by Trustee in pursuance of any of said trusts, of the due authorization of any agent of the Trustee executing the same shall for all purposes be conclusive proof of such authorization.

(c) Upon the occurrence and continuance of an Event of Default, Trustee at any time, at Trustee's option, may commence and maintain suit in any court of competent jurisdiction and obtain the aid and direction of said court in the execution by it of the trusts or any of them, herein expressed or contained, and, in such suit, may obtain the orders or decrees, interlocutory or final of said court directing the execution of said trusts, and confirming and approving Trustee's acts, or any of them, or any sales or conveyances made by Trustee, and adjudging the validity thereof, and directing that the purchasers of the property sold and conveyed be let into immediate possession thereof, and providing for orders of court or other process requiring the Sheriff of the county in which said property is situated to place and maintain said purchasers in quiet and peaceable possession of the property so purchased by them, and the whole thereof.

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(d) Upon the occurrence and continuance of an Event of Default, Borrower, forthwith upon request, at the expense of Borrower, will cause to be made, executed, acknowledged and delivered to Trustee, any and every deed or assurance in law which Trustee or counsel of Trustee shall reasonably advise or require for the more sure, effectual and satisfactory granting and confirming of said Premises unto Trustee.

Section 5.16 *Notice*. Pursuant to Section 2924b(d) of the California Civil Code, Borrower and Lender request that a copy of any notice of default and a copy of any notice of sale be mailed to Borrower and Lender, respectively, at the notice address(es) for such party set forth in Recital A of this Mortgage.

Section 5.17 *Borrower's Waiver of Rights*. Borrower waives, to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisalment before sale of any portion of the Premises, (b) all rights of redemption, valuation, appraisalment, stay of execution, notice of intent to accelerate, notice of acceleration, notice of election to mature or declare due the whole of the Indebtedness and Other Obligations in the event of foreclosure of the liens hereby created, (c) all rights and remedies which Borrower may have or be able to assert by reason of applicable law pertaining to the rights and remedies of sureties, (d) the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Note or any other obligation secured hereby, and (e) any rights, legal or equitable, to require marshaling of assets or to require foreclosure sales in a particular order, including any rights under California Civil Code Sections 2899 and 3433, and all rights of Borrower under California Civil Code Section 2822. Lender shall have the right to determine the order in which any or all of the Premises shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the Indebtedness and Other Obligations are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Nothing contained herein shall be deemed to be a waiver of Borrower's rights under California Civil Code Section 2924c.

Section 5.16 *Recourse Obligations*. The terms of Article X of the Loan Agreement are incorporated herein by reference as if fully set forth herein.

## Article VI - SPECIAL LOCAL PROVISIONS

Section 6.1 *Principles of Construction*. In the event of any inconsistencies between the terms and conditions of this Article VI and the terms and conditions of this Mortgage, the terms and conditions of this Article VI shall control and be binding.

Section 6.2 *Defined Terms*. As used in this Mortgage, the following terms shall have the applicable meaning set forth in the Environmental Indemnity: "**Environmental Activity or Condition**", "**Environmental Law(s)**", "**Hazardous Substances**", and "**Permitted Hazardous Substances**".

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Section 6.3 *Unsecured Obligations*. Notwithstanding anything to the contrary set forth herein or in any of the Loan Documents, this Mortgage shall not secure the following obligations (the "**Unsecured Obligations**"): (i) any obligations evidenced by or arising under the Environmental Indemnity; or (ii) any Indebtedness or obligations for which any Person other than Borrower is liable in connection with the Premises, the Loan or the Loan Documents. Any breach or default with respect to clause (i) or (ii) of the Unsecured Obligations after the expiration of any applicable cure periods shall constitute an Event of Default, notwithstanding the fact that such Unsecured Obligations are not secured by this Mortgage.

Section 6.4 *Fixture Filing*. Borrower desires and intends that this Mortgage also constitute a fixture filing between Borrower as debtor and Lender as secured party, pursuant to the terms of the UCC, including Sections 9501(a)(1) and 9502(b) and (c), and California Civil Code Section 3097(j). To this end, Borrower acknowledges that (i) this Mortgage covers goods which are or are to become fixtures on the Land; (ii) this financing statement is to be recorded; (iii) Borrower is the record owner of such fixtures; and (iv) products of Collateral are also covered. As of the date of recordation of this Mortgage, no financing statement in favor of any secured party other than Lender covering the Personal Property described herein or any portion thereof is on file in any public office.

Section 6.5 *Hazardous Substances*.

(a) Borrower makes the following representations and warranties to Lender:

(i) Except as disclosed in the environmental assessment report delivered to Lender as a condition of making the Loan (the "**Report**"), to the best of Borrower's knowledge based upon the Borrower's ownership and operation of the Premises, there are no Hazardous Substances at, on or in the Premises, or within any Improvement on the Premises, nor, to the best of Borrower's knowledge based upon the Borrower's ownership and operation of the Premises, has any Hazardous Substances been discharged from the Premises or penetrated any surface or subsurface rivers or streams crossing or adjoining the Premises or the aquifer underlying the Premises or Permitted Hazardous Substances been discharged from the Premises or penetrated any surface or subsurface rivers or streams crossing or adjoining the Premises or the aquifer underlying the Premises, in each case, in violation of Environmental Laws;

(ii) To the best of Borrower's knowledge based upon the Borrower's ownership and operation of the Premises, Borrower has complied and caused the Premises to comply with all Environmental Laws relating to the Premises; including but not limited to obtaining all necessary permits and licenses, if any, in regard to the presence and use of any Hazardous Substances or Permitted Hazardous Substances located in, on or about the Premises;

(iii) Borrower has not received any notices of non-compliance or alleged non-compliance with respect to Hazardous Substances or Permitted Hazardous Substances from any authority having jurisdiction over the Premises; and

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(iv) To the best of Borrower's knowledge after due and diligent inquiry and investigation, there are no aboveground or underground storage tanks within the Premises.

(b) So long as the Indebtedness is outstanding, Borrower at all times covenants and agrees:

(i) that, other than Hazardous Substances specifically disclosed in the Report and Permitted Hazardous Substances, it shall not cause or permit any Hazardous Substances to exist at, on or in the Premises or within any Improvement on the Premises, nor shall it cause or permit any Hazardous Substances to discharge from the Premises or Permitted Hazardous Substances to discharge from the Premises, in each case, in violation of Environmental Law;

(ii) to comply and cause the Premises to comply with all Environmental Laws; including but not limited to maintaining all necessary permits and licenses, if any, in regard to the presence and use of any Hazardous Substances or Permitted Hazardous Substances located in, on or about the Premises;

(iii) to promptly pay any claim and remove any charge or lien upon the Premises due to an Environmental Action or Condition, provided however, that Borrower may in good faith, with reasonable diligence and upon written Notice to Lender within ten (10) days after Borrower has knowledge of such lien, charge or claim, contest the validity or amount of any such claim, charge or lien and defer payment and discharge thereof during the pendency of such contest in the manner provided by law, provided that the Contest Requirements are satisfied;

(iv) to notify Lender of any Environmental Activity or Condition within ten (10) days after Borrower first has knowledge of such Environmental Activity or Condition, including, without limitation, Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises to be classified as "border-zone property" or any similar designation under any provision or regulation of California law;

(v) not to cause or permit, without Lender's prior written consent, any change in the general use of the Premises that increases the risk for: (i) Environmental Activity or Condition; (ii) Hazardous Substances to exist at, on or in the Premises or within any Improvement on the Premises, or to discharge from the Premises; or (iii) Permitted Hazardous Substances to discharge from the Premises in violation of Environmental Law;

(vi) to promptly deliver to Lender any and all notices of non-compliance or alleged non-compliance with respect to Hazardous Substances or Permitted Hazardous Substances received by Borrower from any authority having jurisdiction over the Premises; and

(vii) to comply with any existing or required operations and maintenance plan for the Premises.

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(c) So long as the Indebtedness is outstanding, if remediation is required with respect to the Premises by any federal, state or local governmental entity or agency with jurisdiction under the Environmental Laws, or actions are reasonably necessary to mitigate any Environmental Activity or Condition in order to allow full economic use of the Premises, such actions to remediate the Premises or mitigate Environmental Activities or Conditions shall be performed promptly and shall include, but not be limited to, the investigation of the Environmental Activity or Condition of the Premises, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or restoration work, whether on or off of the Premises. All such work shall be performed by one or more contractors, selected by Borrower and reasonably approved in advance in writing by Lender. Borrower shall proceed continuously and diligently with such investigatory and remedial actions, provided that in all cases such actions shall be in accordance with all applicable Environmental Laws. Borrower shall pay all costs in connection with such investigatory and remedial activities, including, but not limited to all power and utility costs, and any and all taxes or fees that may be applicable to such activities. Borrower shall promptly provide to Lender copies of testing reports and results generated in connection with such activities. Within thirty (30) days of demand therefore, Borrower shall provide the Lender with a bond, letter of credit or similar financial assurance satisfactory to Lender evidencing that the necessary funds are available to perform the obligations established by this paragraph. The foregoing is intended to be a further means of protecting Lender against any losses hereunder and not as participation in the management of the Premises.

(d) The obligations of Borrower and the rights of Lender under this Section 6.5 are in addition to and not in substitution of the obligations of Borrower and the rights of Lender under any applicable Environmental Law. Lender's rights and Borrower's obligations under Section 6.5 above shall survive the repayment of the Loan evidenced by the Note, the reconveyance of the lien of this Mortgage, foreclosure under this Mortgage and Lender's acceptance of a deed in lieu of such foreclosure.

Section 6.6 *Hazardous Substances Tests*. So long as the Indebtedness is outstanding:

(a) In the event an Event of Default has occurred and is continuing or in the event Lender has formed a reasonable belief, based on its inspection of the Premises (in accordance with the terms of the Loan Agreement) or other factors known to it, that Hazardous Substances may be present on the Premises or that Permitted Hazardous Substances have been discharged from the Premises in violation of Environmental Law, then Borrower grants to Lender and its respective agents, attorneys, employees, consultants, contractors and assigns an irrevocable license and authorization to conduct, at Borrower's expense, environmental tests of the Premises, including without limitation, a Phase I or Phase II environmental audit, subsurface testing, soil and ground water testing, and other tests which may physically invade the Premises or facilities (the "Tests").

(b) Provided no Event of Default then exists, Lender will provide Borrower with reasonable notice of Lender's intent to enter and conduct the Tests provided for in this Section

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6.6. In addition, Lender shall conduct such Tests during normal business hours and use commercially reasonable efforts to minimize disruption of the lessees' business operations.

(c) The foregoing licenses and authorizations are intended to be only a means of protection of Lender's security interest in the Premises and nothing further. Lender's rights and remedies pursuant to this Section 6.6 are in addition to its rights and remedies under CCP Section 564(c) and California Civil Code Section 2929.5. The provisions of California Civil Code Section 2929.5(c) to the contrary notwithstanding, all out-of-pocket costs and expenses incurred by Lender pursuant to this Section 6.6 shall be payable by Borrower and, to the extent advanced or incurred by Lender, shall be reimbursed to Lender by Borrower within ten (10) days of demand. It is the parties' intention that the provisions of California Civil Code Section 2929.5(c) apply only to the cost of repair of physical injury to the Premises not reasonable or necessary to the conducting of the Tests in accordance with normal and customary procedures.

(Signatures on next page)

IN WITNESS WHEREOF, Borrower has caused this Mortgage to be duly executed and delivered as of the date first above written.

STEVENS CREEK OCA OWNER, LLC, a Delaware limited liability company

By VFI LLC, a Delaware limited liability company, it's manager

By [Signature]  
Name: J. Blair Volckmann  
Title: Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF San Francisco } S.S.

On 09-11-2020 before me, John Cavalli  
Notary Public  
(here insert name and title of the officer), personally appeared  
J. Blair Volckmann

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

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

WITNESS my hand and official seal.

Signature [Signature]

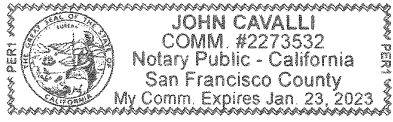


EXHIBIT A

LEGAL DESCRIPTION  
Loan No. 758507

REAL PROPERTY IN THE CITY OF CUPERTINO, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE:

PARCEL 1 AS SHOWN ON LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED NOVEMBER 15, 1983, AS INSTRUMENT NO. 7884481, IN BOOK I065, PAGE 685 AND RECORDED JULY 31, 2014, AS INSTRUMENT NO. 22667359, BOTH OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF CUPERTINO, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND AS SHOWN ON THAT PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, SANTA CLARA COUNTY, STATE OF CALIFORNIA, ON DECEMBER 30, 1980, IN BOOK 477 OF MAPS, AT PAGES 51 AND 52 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHWEST PROPERTY CORNER OF LOT 1, AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, THENCE ALONG THE RIGHT-OF-WAY LINE OF ALVES DRIVE (60' WIDE), EAST 159.98 FEET TO A POINT OF CURVATURE; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 31° 30' 00" FOR AN ARC DISTANCE OF 93.46 FEET;

THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 220.31 FEET, THROUGH A CENTRAL ANGLE OF 31° 32' 20" AN ARC DISTANCE OF 121.27 FEET;

THENCE NORTH 89° 57' 40" EAST 34.23 FEET;

THENCE LEAVING THE RIGHT-OF-WAY LINE OF ALVES DRIVE, SOUTH 0° 00' 15" WEST 378.80 FEET;

THENCE SOUTH 89° 54' 03" WEST 149.34 FEET;

THENCE SOUTH 0° 05' 57" EAST 190.35 FEET;

THENCE SOUTH 89° 54' 03" WEST 31.27 FEET;

THENCE SOUTH 0° 05' 57" EAST 152.00 FEET TO STEVENS CREEK BOULEVARD;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE FOR STEVENS CREEK BOULEVARD SOUTH 89° 54' 03" WEST 30.88 FEET;

-2-

THENCE NORTH 0° 05' 57" WEST 194.00 FEET;

THENCE SOUTH 89° 54' 03" WEST 186.64 FEET; THENCE NORTH 0° 02' 15" WEST 585.33 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL WATER RIGHTS WITHOUT RIGHT OF SURFACE ENTRY AS GRANTED TO THE CITY OF CUPERTINO, A MUNICIPAL CORPORATION IN THE INSTRUMENT RECORDED APRIL 6, 1973 AS DOCUMENT NO. 4488922 AND IN BOOK 0315 PAGE 602, OFFICIAL RECORDS, AND AS GRANTED TO CALIFORNIA WATER SERVICE COMPANY, A CALIFORNIA CORPORATION, BY INSTRUMENT RECORDED OCTOBER 30, 1973 AS DOCUMENT NO. 4640340 AND IN BOOK 0631 AT PAGE 16 OF OFFICIAL RECORDS, SANTA CLARA COUNTY.

PARCEL TWO:

ALL OF PARCEL B, AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED, "PARCEL MAP", BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 7 SOUTH, RANGE 2 WEST, M.D.B. AND M.", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF SANTA CLARA, STATE OF CALIFORNIA ON NOVEMBER 4, 1980 IN BOOK 474 OF MAPS AT PAGES 37 AND 38.

EXCEPTING THEREFROM ALL WATER RIGHTS WITHOUT RIGHT OF SURFACE ENTRY AS GRANTED TO THE CITY OF CUPERTINO, A MUNICIPAL CORPORATION IN THE INSTRUMENT RECORDED APRIL 6, 1973 AS DOCUMENT NO. 4488922 AND IN BOOK 0315 PAGE 602, OFFICIAL RECORDS, AND AS GRANTED TO CALIFORNIA WATER SERVICE COMPANY, A CALIFORNIA CORPORATION, BY INSTRUMENT RECORDED OCTOBER 30, 1973 AS DOCUMENT NO. 4640340 AND IN BOOK 0631 AT PAGE 16 OF OFFICIAL RECORDS, SANTA CLARA COUNTY.

PARCEL THREE:

PARCEL 3 AS SHOWN ON LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED NOVEMBER 15, 1983, AS INSTRUMENT NO. 7884481, IN BOOK I065, PAGE 685 AND RECORDED JULY 31, 2014, AS INSTRUMENT NO. 22667359, BOTH OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF CUPERTINO, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND AS SHOWN ON THAT PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, SANTA CLARA COUNTY, STATE OF CALIFORNIA, ON DECEMBER 30, 1980, IN BOOK 477 OF MAPS, AT PAGES 51 AND 52 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT THE NORTHEAST PROPERTY CORNER OF LOT 3, AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, SAID POINT ALSO BEING THE SOUTHEAST PROPERTY CORNER OF LOT 2, AS SHOWN ON SAID MAP;

THENCE SOUTH 0° 00' 15" EAST 189.00 FEET TO STEVENS CREEK BOULEVARD;  
THENCE ALONG THE RIGHT-OF-WAY LINE FOR STEVENS CREEK BOULEVARD SOUTH 89° 54' 03" WEST 180.00 FEET;

THENCE NORTH 0° 05' 57" WEST 152.00 FEET;

THENCE NORTH 89° 54' 03" EAST 122.84 FEET;

THENCE NORTH 0° 05' 57" WEST 37.00 FEET;

THENCE NORTH 89° 54' 03" EAST 57.50 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL WATER RIGHTS WITHOUT RIGHT OF SURFACE ENTRY AS GRANTED TO THE CITY OF CUPERTINO, A MUNICIPAL CORPORATION IN THE INSTRUMENT RECORDED APRIL 6, 1973 AS DOCUMENT NO. 4488922 AND IN BOOK 0315 PAGE 602, OFFICIAL RECORDS, AND AS GRANTED TO CALIFORNIA WATER SERVICE COMPANY, A CALIFORNIA CORPORATION, BY INSTRUMENT RECORDED OCTOBER 30, 1973 AS DOCUMENT NO. 4640340 AND IN BOOK 0631 AT PAGE 16 OF OFFICIAL RECORDS, SANTA CLARA COUNTY.

PARCEL THREE-A:

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, CIRCULATION AND PARKING AS GRANTED IN THAT CERTAIN INSTRUMENT RECORDED AUGUST 11, 1980 IN BOOK F496, PAGE 692, OFFICIAL RECORDS AS AMENDED BY THAT CERTAIN INSTRUMENT RECORDED DECEMBER 27, 2004 AS INSTRUMENT NO. 18162144, OFFICIAL RECORDS.

PARCEL THREE-B:

NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN AND MOTOR VEHICLE INGRESS AND EGRESS AND TRASH GARBAGE STORAGE AND INGRESS AND EGRESS APPURTENANT TO PARCEL THREE AS GRANTED IN THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT RECORDED FEBRUARY 27, 2015 AS INSTRUMENT NO. 22865836, OFFICIAL RECORDS.

PARCEL FOUR:

PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED NOVEMBER 15, 1983, AS INSTRUMENT NO. 7884481, IN BOOK I065,

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PAGE 685 AND RECORDED JULY 31, 2014, AS INSTRUMENT NO. 22667359, BOTH OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF CUPERTINO, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND AS SHOWN ON THAT PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, SANTA CLARA COUNTY, STATE OF CALIFORNIA, ON DECEMBER 30, 1980, IN BOOK 477 OF MAPS, AT PAGES 51 AND 52 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE MOST SOUTHEAST PROPERTY CORNER OF LOT 2, AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, SAID POINT ALSO BEING THE NORTHEAST PROPERTY CORNER OF LOT 3, AS SHOWN ON SAID MAP;

THENCE SOUTH 89° 54' 03" WEST 57.50 FEET;

THENCE SOUTH 0° 05' 57" EAST 37.00 FEET;

THENCE SOUTH 89° 54' 03" WEST 91.57 FEET;

THENCE NORTH 0° 05' 57" WEST 190.35 FEET;

THENCE NORTH 89° 54' 03" EAST 149.34 FEET;

THENCE SOUTH 00°00'15" WEST 153.35 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL WATER RIGHTS WITHOUT RIGHT OF SURFACE ENTRY AS GRANTED TO THE CITY OF CUPERTINO, A MUNICIPAL CORPORATION IN THE INSTRUMENT RECORDED APRIL 6, 1973 AS DOCUMENT NO. 4488922 AND IN BOOK 0315 PAGE 602, OFFICIAL RECORDS, AND AS GRANTED TO CALIFORNIA WATER SERVICE COMPANY, A CALIFORNIA CORPORATION, BY INSTRUMENT RECORDED OCTOBER 30, 1973 AS DOCUMENT NO. 4640340 AND IN BOOK 0631 AT PAGE 16 OF OFFICIAL RECORDS, SANTA CLARA COUNTY.

PARCEL FIVE:

A NON-EXCLUSIVE EASEMENT FOR PARKING PURPOSES, APPURTENANT TO PARCELS ONE AND TWO ABOVE, AS SET FORTH IN THAT CERTAIN "DECLARATION OF COVENANTS RUNNING WITH THE LAND" RECORDED JULY 19, 1984 AS INSTRUMENT NO. 8131895, IN BOOK 1732, PAGE 542 OF OFFICIAL RECORDS.

PARCEL SIX:

A NON-EXCLUSIVE EASEMENT FOR STORM DRAINAGE PURPOSES, APPURTENANT TO PARCEL THREE ABOVE, AS SET FORTH IN THAT CERTAIN "STORM DRAINAGE OVERLAND RELEASE EASEMENT AGREEMENT" RECORDED FEBRUARY 27, 2015 AS INSTRUMENT NO. 22865837 OF OFFICIAL RECORDS.

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For reference purposes only: APNs 326-32-053 (Affects Parcel One), 326-32-050 (Affects Parcel Two), 326-32-051 (Affects Parcel Three) and 326-32-052 (Affects Parcel Four)

RECORDING REQUESTED

BY  
FIRST AMERICAN  
TITLE COMPANY

NCS-1019881-SC

**\*\*This document was electronically submitted to Santa Clara County for recording\*\***

**24630475**

**Regina Alcomendras**  
Santa Clara County - Clerk-Recorder  
09/25/2020 11:49 AM

Titles: 1 Pages: 7

Fees: \$105.00

Tax: \$0

Total: \$105.00

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Tina McAninch (515) 689-2576
B. E-MAIL CONTACT AT FILER (optional) mcaninch.tina@principal.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  Principal Life Insurance Company 801 Grand Avenue Des Moines, Iowa 50392 ATTN: Diane Willey

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Stevens Creek OCA Owner, LLC					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 180 Grand Avenue, Suite 1400		CITY Oakland	STATE CA	POSTAL CODE 94610	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Principal Life Insurance Company					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 801 Grand Avenue		CITY Des Moines	STATE IA	POSTAL CODE 50392	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibits A & B attached

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and instructions)  being administered by a Decedent's Personal Representative

6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
--	--

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
**Loan 758507** to be filed with Santa Clara County, California

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME Stevens Creek OCA Owner, LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME		SUFFIX
ADDITIONAL NAME(S)/INITIAL(S)				
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:  
 covers timber to be cut     covers as-extracted collateral     is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:  
 See Exhibits A & B attached

17. MISCELLANEOUS:

EXHIBIT A

LEGAL DESCRIPTION

Loan No. 758507

REAL PROPERTY IN THE CITY OF CUPERTINO, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE:

PARCEL 1 AS SHOWN ON LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED NOVEMBER 15, 1983, AS INSTRUMENT NO. 7884481, IN BOOK I065, PAGE 685 AND RECORDED JULY 31, 2014, AS INSTRUMENT NO. 22667359, BOTH OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 220.31 FEET, THROUGH A CENTRAL ANGLE OF 31° 32' 20" AN ARC DISTANCE OF 121.27 FEET;

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THENCE LEAVING THE RIGHT-OF-WAY LINE OF ALVES DRIVE, SOUTH 0° 00' 15" WEST 378.80 FEET;

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THENCE NORTH 0° 05' 57" WEST 194.00 FEET;

THENCE SOUTH 89° 54' 03" WEST 186.64 FEET; THENCE NORTH 0° 02' 15" WEST 585.33 FEET TO THE POINT OF BEGINNING.

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PARCEL TWO:

ALL OF PARCEL B, AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED, "PARCEL MAP", BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 7 SOUTH, RANGE 2 WEST, M.D.B. AND M.", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF SANTA CLARA, STATE OF CALIFORNIA ON NOVEMBER 4, 1980 IN BOOK 474 OF MAPS AT PAGES 37 AND 38.

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NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN AND MOTOR VEHICLE INGRESS AND EGRESS AND TRASH GARBAGE STORAGE AND INGRESS AND EGRESS APPURTENANT TO PARCEL THREE AS GRANTED IN THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT RECORDED FEBRUARY 27, 2015 AS INSTRUMENT NO. 22865836, OFFICIAL RECORDS.

PARCEL FOUR:

PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED NOVEMBER 15, 1983, AS INSTRUMENT NO. 7884481, IN BOOK I065, PAGE 685 AND RECORDED JULY 31, 2014, AS INSTRUMENT NO. 22667359, BOTH OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF CUPERTINO, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND AS SHOWN ON THAT PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, SANTA CLARA COUNTY, STATE OF CALIFORNIA, ON DECEMBER 30, 1980, IN BOOK 477 OF MAPS, AT PAGES 51 AND 52 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEAST PROPERTY CORNER OF LOT 2, AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, SAID POINT ALSO BEING THE NORTHEAST PROPERTY CORNER OF LOT 3, AS SHOWN ON SAID MAP;

THENCE SOUTH 89° 54' 03" WEST 57.50 FEET;

THENCE SOUTH 0° 05' 57" EAST 37.00 FEET;

THENCE SOUTH 89° 54' 03" WEST 91.57 FEET;

THENCE NORTH 0° 05' 57" WEST 190.35 FEET;

THENCE NORTH 89° 54' 03" EAST 149.34 FEET;

THENCE SOUTH 00°00'15" WEST 153.35 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL WATER RIGHTS WITHOUT RIGHT OF SURFACE ENTRY AS GRANTED TO THE CITY OF CUPERTINO, A MUNICIPAL CORPORATION IN THE INSTRUMENT RECORDED APRIL 6, 1973 AS DOCUMENT NO. 4488922 AND IN BOOK 0315 PAGE 602, OFFICIAL RECORDS, AND AS GRANTED TO CALIFORNIA WATER SERVICE COMPANY, A CALIFORNIA CORPORATION, BY INSTRUMENT RECORDED OCTOBER 30, 1973 AS DOCUMENT NO. 4640340 AND IN BOOK 0631 AT PAGE 16 OF OFFICIAL RECORDS, SANTA CLARA COUNTY.

PARCEL FIVE:

A NON-EXCLUSIVE EASEMENT FOR PARKING PURPOSES, APPURTENANT TO PARCELS ONE AND TWO ABOVE, AS SET FORTH IN THAT CERTAIN "DECLARATION OF COVENANTS RUNNING WITH THE LAND" RECORDED JULY 19, 1984 AS INSTRUMENT NO. 8131895, IN BOOK 1732, PAGE 542 OF OFFICIAL RECORDS.

PARCEL SIX:

A NON-EXCLUSIVE EASEMENT FOR STORM DRAINAGE PURPOSES, APPURTENANT TO PARCEL THREE ABOVE, AS SET FORTH IN THAT CERTAIN "STORM DRAINAGE OVERLAND RELEASE EASEMENT AGREEMENT" RECORDED FEBRUARY 27, 2015 AS INSTRUMENT NO. 22865837 OF OFFICIAL RECORDS.

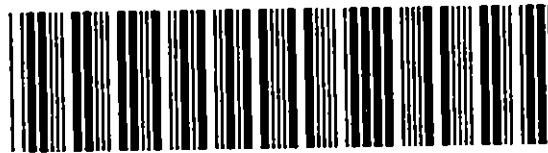
For reference purposes only: APNs 326-32-053 (Affects Parcel One), 326-32-050 (Affects Parcel Two), 326-32-051 (Affects Parcel Three) and 326-32-052 (Affects Parcel Four)

UCC EXHIBIT B  
Loan No. 758507

**ALL ASSETS OF THE DEBTOR, WHETHER NOW OWNED OR EXISTING OR  
HEREAFTER ACQUIRED OR ARISING AND ALL PROCEEDS AND PRODUCTS  
THEREOF, INCLUDING, WITHOUT LIMITATION, ALL FIXTURES ON THE REAL  
PROPERTY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND  
INCORPORATED HEREIN BY REFERENCE.**

DOCUMENT: 22667360

Pages: 4



Fees . . .	34 00
Taxes . .	
Copies . .	
AMT PAID	34.00

**RECORDING REQUESTED BY:**

Chicago Title Company  
Escrow No.: 160331037  
Locate No.:  
Title No.: 98026016

**When Recorded Mail Document and Tax Statement To:**

Stevens Creek Retail Associates, LLC,  
an Arizona limited liability company  
6425 Christie Ave.  
Suite 220  
Emeryville CA 94608

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
Chicago Title

RDE # 024  
7/31/2014  
1:30 PM

APN: 326-32-051

SPACE ABOVE THIS LINE FOR RECORDER'S USE

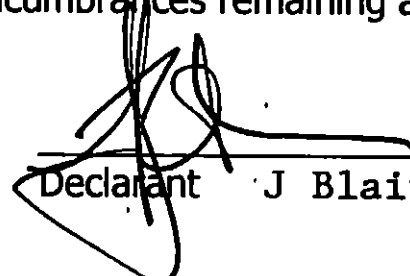
**GRANT DEED**

This deed is being recorded to effectuate that certain Lot Line Adjustment dated July 28, 2014 issued by the City of Cupertino recorded concurrently herewith

**The undersigned grantor(s) declare(s)**

**Documentary transfer tax is \$NONE; City Transfer Tax \$NONE;**

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of **Cupertino,**



Declarant J Blair Volckmann

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Stevens Creek Office Center Associates, a California limited partnership, who acquired title as Stevens Creek Office Center Associates, a limited partnership; and Stevens Creek Retail Associates, LLC, an Arizona limited liability company

**hereby GRANT(S) to** Stevens Creek Retail Associates, LLC, an Arizona limited liability company

**the following described real property in the City of Cupertino, County of Santa Clara, CA State of California:**

See Exhibit "A" attached hereto

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

APN: 326-32-051

Stevens Creek Office Center Associates, a California limited partnership

Date: July 30, 2014

By: VFI LLC, a Delaware limited liability Company, Its General Partner

By: [Signature]  
J. Blair Volckmann  
Managing Member

Stevens Creek Retail Associates, LLC, an Arizona limited liability company

Date: July 30, 2014

By: VFI LLC, a Delaware limited liability Company, Its ~~General Partner~~ Manager

By: [Signature]  
J. Blair Volckmann  
Managing Member

DATED: \_\_\_\_\_, 2014

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me,  
\_\_\_\_\_, Notary Public  
(here insert name and title of the officer), personally appeared

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

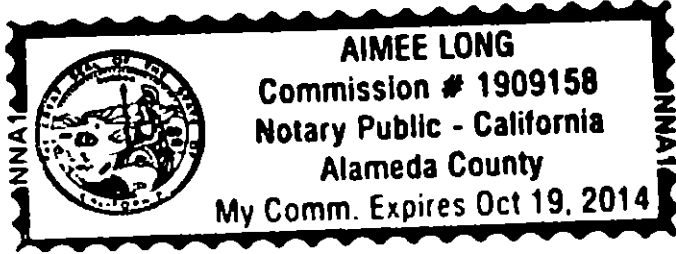
State of California

County of Alameda

On 7/30/14 before me, Aimee Long, Notary Public

personally appeared J. Blair Volckmann

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant Deed APN 326-32-051

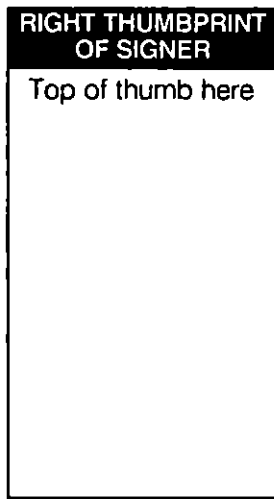
Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

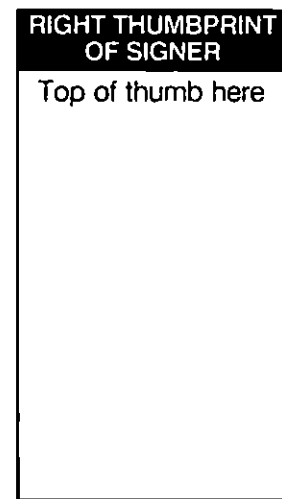
- Corporate Officer — Title(s):
Individual
Partner — Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

Signer's Name:

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



Signer Is Representing:

APN: 326-32-051

**EXHIBIT "A"**

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF CUPERTINO, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND AS SHOWN ON THAT PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, SANTA CLARA COUNTY, STATE OF CALIFORNIA, ON DECEMBER 30, 1980, IN BOOK 477 OF MAPS, AT PAGES 51 AND 52, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 3

BEGINNING AT THE NORTHEAST PROPERTY CORNER OF LOT 3, AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, SAID POINT ALSO BEING THE SOUTHEAST PROPERTY CORNER OF LOT 2, AS SHOWN ON SAID MAP;

THENCE SOUTH 0°00'15" EAST 189.00 FEET TO STEVENS CREEK BOULEVARD;

THENCE ALONG THE RIGHT-OF-WAY LINE FOR STEVENS CREEK BOULEVARD SOUTH 89°54'03" WEST 180.00 FEET;

THENCE NORTH 0°05'57" WEST 152.00 FEET;

THENCE NORTH 89°54'03" EAST 122.84 FEET;

THENCE NORTH 0°05'57" WEST 37.00 FEET;

THENCE NORTH 89°54'03" EAST 57.50 FEET TO THE POINT OF BEGINNING.

APN: 326-32-051

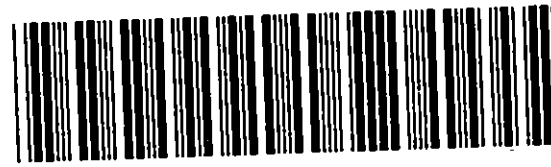
**RECORDING REQUESTED BY:**

Chicago Title Company  
Escrow No.: 160331037  
Locate No.:  
Title No.: 98026016

**When Recorded Mail Document  
and Tax Statement To:**

Stevens Creek Office Center Associates,  
a California limited partnership  
6425 Christie Ave., Suite 220  
Emeryville CA 94608

DOCUMENT: 22667361



Pages: 4

Fees . . . . . 34.00  
Taxes . . . . .  
Copies . . . . .  
AMT PAID 34.00

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
Chicago Title

RDE # 024  
7/31/2014  
1:30 PM

APN: ~~326-32-051~~, 326-32-052, ~~326-32-053~~

SPACE ABOVE THIS LINE FOR RECORDER'S USE

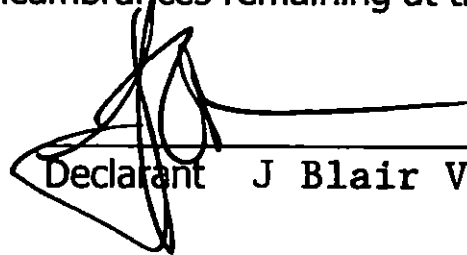
**GRANT DEED**

This deed is being recorded to effectuate that certain Lot Line Adjustment dated July 28, 2014 issued by the City of Cupertino recorded concurrently herewith

**The undersigned grantor(s) declare(s)**

**Documentary transfer tax is \$NONE; City Transfer Tax \$NONE;**

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of **Cupertino,**



Declarant J Blair Volckmann.

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Stevens Creek Office Center Associates, a California limited partnership, which acquired title as Stevens Creek Office Center Associates, a limited partnership; and Stevens Creek Retail Associates, LLC, an Arizona limited liability company

**hereby GRANT(S) to** Stevens Creek Office Center Associates, a California limited partnership

**the following described real property in the City of Cupertino, County of Santa Clara, CA State of California:**

See Exhibit "A" attached hereto

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

APN: ~~326-32-051~~, 326-32-052, ~~326-32-053~~

Stevens Creek Office Center Associates, a California limited partnership

Date: July 30, 2014

By: VFI LLC, a Delaware limited liability Company, Its General Partner

By:   
J. Blair Volckmann  
Managing Member

Stevens Creek Retail Associates, LLC, an Arizona limited liability company

Date: July 30, 2014

By: VFI LLC, a Delaware limited liability Company, Its ~~General Partner~~ Manager

By:   
J. Blair Volckmann  
Managing Member

DATED: \_\_\_\_\_, 2014

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me,  
\_\_\_\_\_, Notary Public  
(here insert name and title of the officer), personally appeared  
\_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

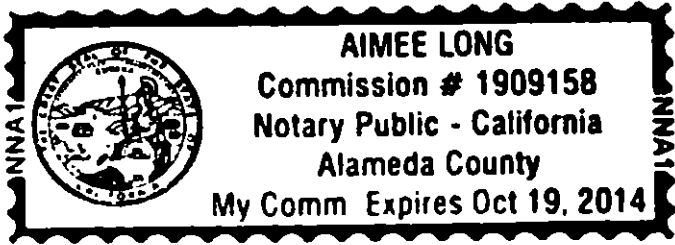
CIVIL CODE § 1189

State of California

County of Alameda

On 7/30/14 before me, Aimee Long, Notary Public

personally appeared J. Blair Volckmann



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

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Grant Deed APN: 326-32-051, 326-32-052,

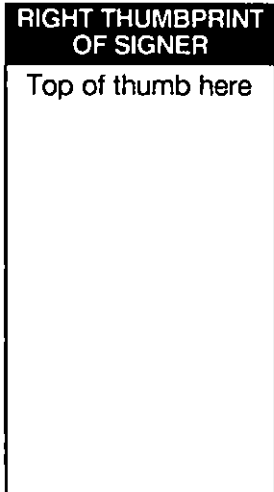
Document Date: \_\_\_\_\_ Number of Pages: 326-32-05

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

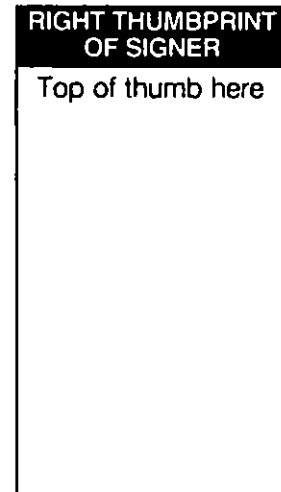
- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

APN: ~~326-32-051~~/~~326-32-052~~/~~326-32-053~~

**EXHIBIT "A"**

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF CUPERTINO, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND AS SHOWN ON THAT PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, SANTA CLARA COUNTY, STATE OF CALIFORNIA, ON DECEMBER 30, 1980, IN BOOK 477 OF MAPS, AT PAGES 51 AND 52, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2

BEGINNING AT THE MOST SOUTHEAST PROPERTY CORNER OF LOT 2, AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, SAID POINT ALSO BEING THE NORTHEAST PROPERTY CORNER OF LOT 3, AS SHOWN ON SAID MAP;

THENCE SOUTH 89°54'03" WEST 57.50 FEET;

THENCE SOUTH 0°05'57" EAST 37.00 FEET;

THENCE SOUTH 89°54'03" WEST 91.57 FEET;

THENCE NORTH 0°05'57" WEST 190.35 FEET;

THENCE NORTH 89°54'03" EAST 149.34 FEET;

THENCE SOUTH 0°00'15" WEST 153.35 FEET TO THE POINT OF BEGINNING.

APN: ~~326-32-051~~/326-32-052, ~~326-32-053~~/

DOCUMENT: 22667362

Pages: 3



Fees.....	31.00
Taxes.....	
Copies.....	
AMT PAID	31 00

**RECORDING REQUESTED BY:**

Chicago Title Company  
Escrow No.: 160331037  
Locate No.:  
Title No.: 98026016

**When Recorded Mail Document and Tax Statement To:**

Stevens Creek Office Center Associates,  
a California limited partnership  
6425 Christie Ave.  
Suite 220  
Emeryville CA 94608

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
Chicago Title

RDE #: 024  
7/31/2014  
1:30 PM

APN: 326-32-053

SPACE ABOVE THIS LINE FOR RECORDER'S USE

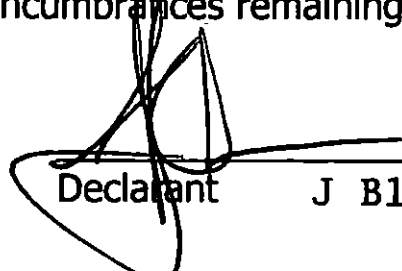
**GRANT DEED**

This deed is being recorded to effectuate that certain Lot Line Adjustment dated July 28, 2014 issued by the City of Cupertino recorded concurrently herewith

**The undersigned grantor(s) declare(s)**

**Documentary transfer tax is \$NONE; City Transfer Tax \$NONE;**

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of **Cupertino,**

  
 \_\_\_\_\_  
 Declarant J Blair Volckmann

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Stevens Creek Office Center Associates, a California limited partnership, which acquired title as Stevens Creek Office Center Associates, a limited partnership

**hereby GRANT(S) to** Stevens Creek Office Center Associates, a California limited partnership

**the following described real property in the City of Cupertino, County of Santa Clara, CA State of California:**

See Exhibit "A" attached hereto

Stevens Creek Office Center Associates, a  
California limited partnership

Date: July 30, 2014

By: VFI LLC, a Delaware limited liability  
Company, Its General Partner

By:   
 \_\_\_\_\_  
 J. Blair Volckmann  
 Managing Member

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

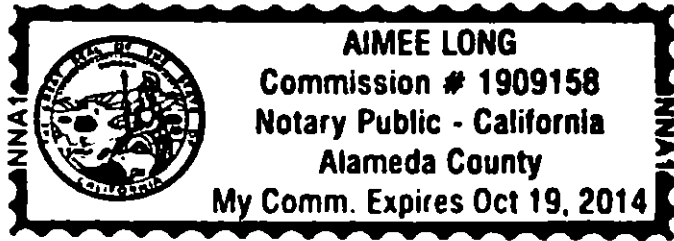
State of California

County of Alameda }

On 7/30/14 before me, Aimee Long, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared J. Blair Volckmann  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Grant Deed APN 326-32-053

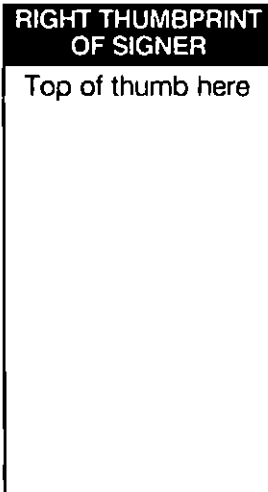
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

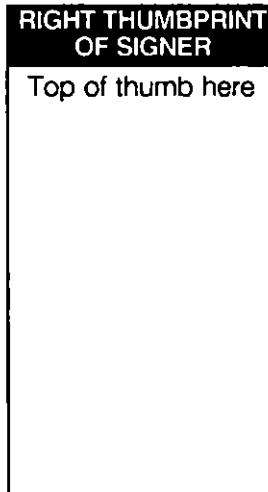
- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

APN: 326-32-053

**EXHIBIT "A"**

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF CUPERTINO, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND AS SHOWN ON THAT PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, SANTA CLARA COUNTY, STATE OF CALIFORNIA, ON DECEMBER 30, 1980, IN BOOK 477 OF MAPS, AT PAGES 51 AND 52, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE MOST NORTHWEST PROPERTY CORNER OF LOT 1, AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, ALONG THE RIGHT-OF-WAY LINE OF ALVES DRIVE (60' WIDE), EAST 159.98' FEET TO A POINT OF CURVATURE:

THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 31°30'00" FOR AN ARC DISTANCE OF 93.46 FEET;

THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 220.31 FEET, THROUGH A CENTRAL ANGLE OF 31°32'20", AN ARC DISTANCE OF 121.27 FEET;

THENCE NORTH 89°57'40" EAST 34.23 FEET;

THENCE LEAVING THE RIGHT-OF-WAY LINE FOR ALVES DRIVE, SOUTH 0°00'15" WEST 378.80 FEET;

THENCE SOUTH 89°54'03" WEST 149.34 FEET;

THENCE SOUTH 0°05'57" EAST 190.35 FEET;

THENCE SOUTH 89°54'03" WEST 31.27 FEET;

THENCE SOUTH 0°05'57" EAST 152.00 FEET TO STEVENS CREEK BOULEVARD:

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY FOR STEVENS CREEK BOULEVARD SOUTH 89°54'03" WEST 30.88 FEET;

THENCE NORTH 0°05'57" WEST 194.00 FEET;

THENCE SOUTH 89°54'03" WEST 186.64 FEET;

THENCE NORTH 0°02'15" WEST 585.33 FEET TO THE POINT OF BEGINNING.

APN: 326-32-053

**RECORDING REQUESTED BY:**

Chicago Title Company  
Escrow No.: 160331037  
Locate No.:  
Title No.: 98026016

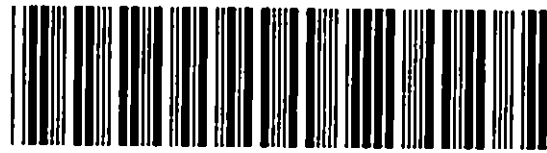
**When Recorded Mail Document  
and Tax Statement To:**

Stevens Creek Office Center Associates,  
a California limited partnership  
6425 Christie Ave.  
Suite 220  
Emeryville, CA 94608

APN: 326-32-050

DOCUMENT: 22667363

Pages: 3



Fees . . . 31.00  
Taxes . . .  
Copies . . .  
AMT PAID 31.00

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
Chicago Title

RDE # 024  
7/31/2014  
1:30 PM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

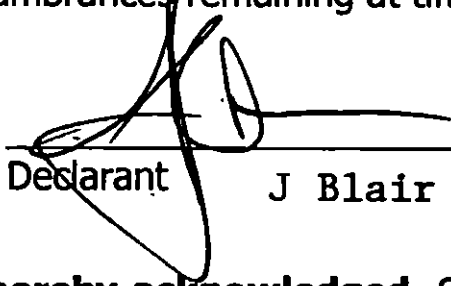
**GRANT DEED**

This deed is being recorded to correct title vesting

**The undersigned grantor(s) declare(s)**

**Documentary transfer tax is \$NONE; City Transfer Tax \$NONE;**

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of **Cupertino,**

  
 Declarant J Blair Volckmann

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Stevens Creek Office Center Associates, a California limited partnership, which acquired title as Stevens Creek Office Center Associates, a limited partnership

**hereby GRANT(S) to** Stevens Creek Office Center Associates, a California limited partnership

**the following described real property in the City of Cupertino, County of Santa Clara, CA State of California:**

See Exhibit "A" attached hereto

Stevens Creek Office Center Associates, a  
California limited partnership

Date: July 30, 2014

By: VFI LLC, a Delaware limited liability  
Company, its General Partner

By:   
 J. Blair Volckmann  
 Managing Member

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

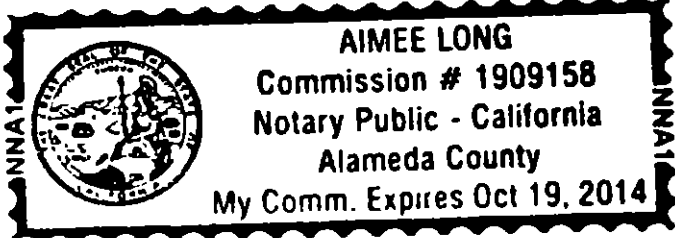
CIVIL CODE § 1189

State of California

County of Alameda

On 7/30/14 before me, Aimee Long, Notary Public

personally appeared J. Blair Votchkman



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

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant Deed APN: 326-32-050

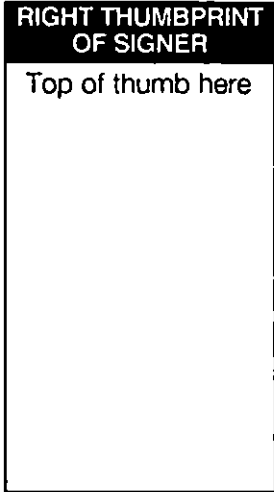
Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

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



Signer Is Representing:

Signer's Name:

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



Signer Is Representing:

APN: 326-32-050

**EXHIBIT "A"**

ALL OF PARCEL B as said Parcel is shown on that certain Parcel Map entitled, "Parcel Map", being a portion of the NW 1/4 of Sect. 13 T. 7 S., R. 2W., M.D.B. and M.," which map was filed for record in the office of the Recorder, County of Santa Clara, State of California on November 4, 1980 in Book 474 of Maps at Pages 37 and 38.

Excepting therefrom all water rights without right of surface entry as granted to the City of Cupertino, A Municipal Corporation, in the instrument Recorded April 6, 1973 in Book 0315 Page 602 Official Records and as granted to California Water Service Company, a California Corporation, by instrument Recorded October 30, 1973 in Book 0631 Page 16 Official Records, Santa Clara County.

6801243

TRANSAMERICA TITLE INSURANCE COMPANY  
Title No. 0003627  
Escrow No. 166504  
WHEN RECORDED MAIL TO:  
STEVENS CREEK OFFICE CENTER ASSOC.  
c/o Transamerica Title Insurance Co.  
90 No. First St.  
San Jose, California

F 496 PAGE 692

Recorded at the request of  
Transamerica Title Insurance Co.  
AUG 11 1980 8:01  
A.M.  
George A. Mann, Recorder  
Santa Clara County, Official Records

DECLARATION OF  
COVENANTS RUNNING WITH THE LAND

F 496 PAGE 692

THIS DECLARATION is made as of the 1st day of July,  
1980, by STEVENS CREEK OFFICE CENTER ASSOCIATES, a California  
limited partnership and Frank and Sally A. LaHaye ("Declarant").

WHEREAS, Declarant is the owner of certain real prop-  
erty located in the City of Cupertino, County of Santa Clara, more  
particularly described as follows:

See Exhibits "A" and "A-1" attached  
hereto and made a part hereof.

WHEREAS, Declarant has applied for and received ap-  
proval from the Planning Commission of the City of Cupertino for  
an office building on Parcels B and 2 of the aforementioned prop-  
erty ("Subject Site"); and

WHEREAS, said approval by Planning Commission Resolution  
1960 was conditioned upon the recording of a deed restriction and  
covenant running with the land, as approved by the City Attorney,  
providing reciprocal cross vehicular circulation ingress/egress ease-  
ments and parking area usage among all parcels 1, 2, and 3 of Parcel

AUG 11 1980

A, and Parcel B as shown on the attached Tentative Parcel Map  
# 280151 (Exhibit A-1);

WHEREAS, Declarant has agreed to so comply;

NOW, THEREFORE, Declarant hereby declares as follows:

1. The owners of Parcel B and the owners of Parcels 1, 2, and 3 of Parcel A as shown on the attached Exhibit A-1 shall have and are hereby granted, as an appurtenance for the benefit of each such Parcel and the owners thereof, reciprocal non-exclusive rights and easements for purposes of ingress, egress and circulation over and upon all driveways currently existing or hereafter constructed on all of said Parcels.

2. The owners of Parcels 1 and 2 of Parcel A as shown on the attached Exhibit A-1 grant to each other and the owners of Parcel B non-exclusive rights and easements for purposes of parking in the parking areas currently existing or hereafter constructed on Parcels 1 and 2 of Parcel A.

3. The foregoing grants apply with respect to the driveways and specified parking areas shown on the attached tentative map (Exhibit A-1) and shall be automatically changed as necessary to conform to the driveway and specified parking areas of the respective Parcels as shown on any final map with respect to such property which is approved by the City of Cupertino and duly recorded or any future amendment of the final map duly approved by the City of Cupertino and recorded.

4. This Declaration is intended to be a covenant running with the land and shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of each present or future owner of the property described herein. The undersigned agree to include in any



EXHIBIT A

F 496 PAGE 695

DESCRIPTION OF LANDS OF FRANK AND SALLY A. LAHAYE  
AND STEVENS CREEK OFFICE CENTER ASSOCIATES AS FOLLOWS:

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

Beginning at the easterly terminus of the center line of Alves Drive, in the easterly line of Tract no. 936 a map of which was filed in book 36 of maps at page 52, Santa Clara County Records;

Thence leaving said centerline south 30.00 feet to a point on the southerly right-of-way line of Alves Drive and the True Point of Beginning.

Thence along said right-of-way line east, 159.98 feet to the beginning of a tangent curve;

Thence along the arc of a curve to the right, having a radius of 170.00 feet, through a central angle of  $31^{\circ} 30' 00''$ , for a distance of 93.46 feet to a point of reverse curvature;

Thence along the arc of a curve to the left, having a radius of 220.31 feet, through a central angle of  $31^{\circ} 32' 20''$ , for a distance of 121.27 feet;

Thence north  $89^{\circ} 57' 40''$  east, 34.23 feet to a point on the easterly line of that certain 3.976 acre parcel of land, as shown upon the Record of Survey for Heilig and Nielsen, recorded in book 83 of maps at page 10, Santa Clara County Records;

Thence south  $00^{\circ} 00' 15''$  west, 721.15 feet to the northerly right-of-way line of Steven Creek Boulevard;

Thence along said right-of-way line south  $89^{\circ} 54' 03''$  west, 397.73 feet to westerly line of lands distributed to Minnie May Nielsen, by that certain Decree of Distribution recorded July 15, 1944 in book 1204, page 522 of official Records;

Thence along the westerly line of said land north  $00^{\circ} 02' 15''$  west, 779.33 to the True Point of Beginning.

Containing a total area of 6.932 acres more or less.



**RECORDING REQUESTED BY:**

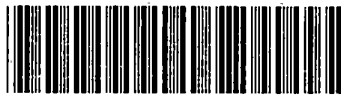
Chicago Title Company  
Escrow No.: NBU 160331037  
Locate No.: CACTI7743-7743-2980-0098026016  
Title No.: 13-98026016-JN

**AND WHEN RECORDED MAIL TO**

City Clerk  
City of Cupertino  
10300 Torre Avenue  
Cupertino, CA 95014

DOCUMENT: 22667359

Pages: 8



Fees	46 00
Taxes	
Copies	
AMT PAID	46.00

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
Chicago Title

RDE # 024  
7/31/2014  
1:30 PM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Lot Line Adjustment

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION**  
(Additional recording fee applies)

RECORDING REQUESTED BY:

City of Cupertino

WHEN RECORDED MAIL TO:

City Clerk  
City of Cupertino  
10300 Torre Avenue  
Cupertino, CA 95014

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**NO FEE IN ACCORDANCE  
WITH GOV. CODE 6103**

## LOTLINE ADJUSTMENT

**Owner's Name**

APN: 326-32-051, 326-32-052 and 326-32-053

Original

For Fast Endorsement

## LOT LINE ADJUSTMENT

Property Owners: Stevens Creek Retail Associates, LLC,  
an Arizona Limited Liability Company,  
and  
Stevens Creek Office Center Associates,  
a limited partnership

APN: 326-32-051, 326-32-052 & 326-32-053

*ACTION BY THE CITY ENGINEER APPROVING A LOT LINE ADJUSTMENT BETWEEN  
THREE ADJACENT PARCELS*

BE IT RESOLVED BY THE CITY ENGINEER OF THE CITY OF CUPERTINO:

A request for a lot line adjustment between APN 326-32-051, (Lot 3), APN 326-32-052, (Lot 2) and APN 326-32-053, (Lot 1) as designated on the attached hereto plat marked Exhibit "A" and legal descriptions marked Exhibit "B", has been submitted by the record owner(s) of the above properties of the City of Cupertino with the request that an adjustment of lot lines, as described in Exhibit "C", be approved by the City Engineer.

The City Engineer hereby finds that the lot line adjustment requested is between two adjacent parcels, that the land taken from one of the parcels is added to the adjacent parcel and that a greater number of parcels than originally existed would not be created.

Based on the above facts and findings and by the authority of Section 18.08.040C of the City of Cupertino Municipal Code and Section #66412d of the Subdivision Map Act, said lot line adjustment is hereby approved.

Approved this 28 day of JULY, 2014.

By: 

\_\_\_\_\_  
Timm D. Borden  
City Engineer  
City of Cupertino  
RCE 45512, Lic. Exp. 12-31-2014

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE § 1189**

State of California

County of Santa Clara }

On July 28, 2014 before me, Kirsten Renee Squarcia, Notary Public.  
Date Name and Title of the Officer

personally appeared Tim D. Borden  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature: Kirsten Renee Squarcia  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

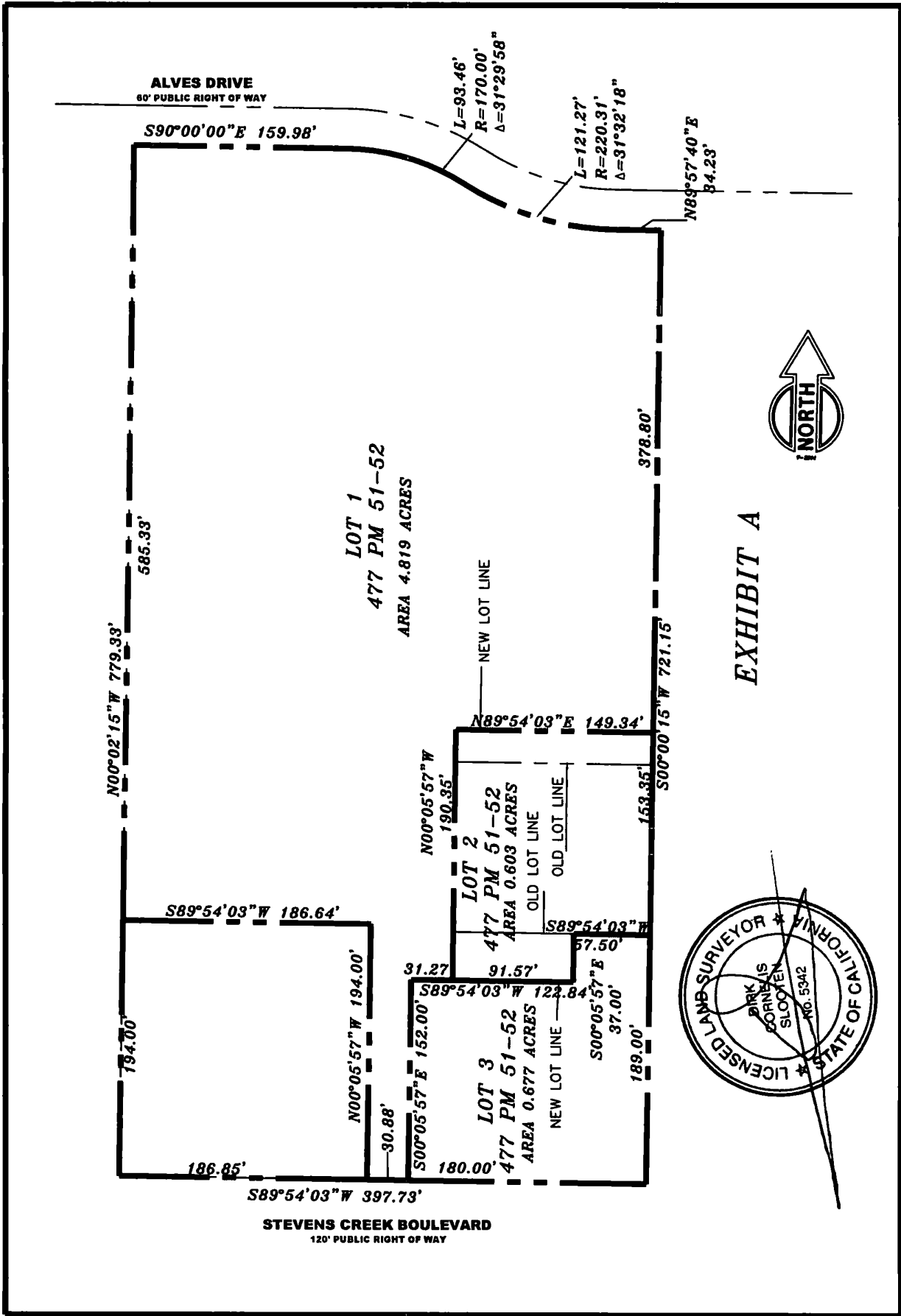
- Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



<b>LOT LINE ADJUSTMENT</b>	<b>FILE:</b>	<b>DATE:</b> 7-2014	<b>JOB NO.</b> 9992
	<b>SANTA CLARA</b>	<b>SCALE:</b> 1"=100'	<b>REVISIONS:</b>
	<b>CUPERTINO</b>	<b>DRAWN BY:</b>	<b>PAGE</b> 1 OF 1

## Exhibit B

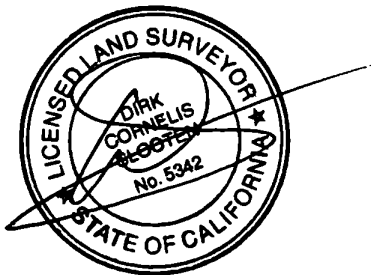
### LEGAL DESCRIPTION BEFORE ADJUSTMENT

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CUPERTINO , COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lots 1, 2 and 3, as said Lots are shown on that Parcel Map entitled Parcel Map being a resubdivision of all of Parcel A, as shown upon that certain Parcel Map filed for record in Book 474 of Maps at Pages 37 and 38, which Map was filed for record in the Office of the Recorder of Santa Clara County, State of California on December 30, 1980 in Book 477 of Maps at Pages 51 and 52.

Excepting therefrom all water rights without right of surface entry as granted to the City of Cupertino, a municipal corporation in the instrument recorded April 6, 1973 in Book 0315 Page 602, Official Records, and as granted to California Water Service Company, a California corporation, by instrument recorded October 30, 1973 in Book 0631 at Page 16 of Official Records, Santa Clara County.

APN: 326-32-051, 326-32-052, 326-32-053



**EXHIBIT C**

**LEGAL DESCRIPTION  
AFTER LOT LINE ADJUSTMENT**

**STEVENS CREEK OFFICE CENTER**

ALL THAT CERTAIN PROPERTY SITUATE IN THE CITY OF CUPERTINO, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND AS SHOWN ON THAT PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, SANTA CLARA COUNTY, STATE OF CALIFORNIA, ON DECEMBER 30, 1980, IN BOOK 477 OF MAPS, AT PAGES 51 AND 52, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PARCEL 1**

BEGINNING AT THE MOST NORTHWEST PROPERTY CORNER OF LOT 1, AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, ALONG THE RIGHT-OF-WAY LINE OF ALVES DRIVE (60' WIDE), EAST 159.98' FEET TO A POINT OF CURVATURE:

THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, THROUGH A CENTRAL ANGLE OF 31°30'00" FOR AN ARC DISTANCE OF 93.46 FEET;

THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 220.31 FEET, THROUGH A CENTRAL ANGLE OF 31°32'20", AN ARC DISTANCE OF 121.27 FEET;

THENCE NORTH 89°57'40" EAST 34.23 FEET;

THENCE LEAVING THE RIGHT-OF-WAY LINE FOR ALVES DRIVE, SOUTH 0°00'15" WEST 378.80 FEET;

THENCE SOUTH 89°54'03" WEST 149.34 FEET;

THENCE SOUTH 0°05'57" EAST 190.35 FEET;

THENCE SOUTH 89°54'03" WEST 31.27 FEET;

THENCE SOUTH 0°05'57" EAST 152.00 FEET TO STEVENS CREEK BOULEVARD:

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY FOR STEVENS CREEK BOULEVARD SOUTH 89°54'03" WEST 30.88 FEET;

THENCE NORTH 0°05'57" WEST 194.00 FEET;

THENCE SOUTH 89°54'03" WEST 186.64 FEET;

THENCE NORTH 0°02'15" WEST 585.33 FEET TO THE POINT OF BEGINNING; AND CONTAINING 4.819 ACRES, MORE OR LESS.

**PARCEL 2**

BEGINNING AT THE MOST SOUTHEAST PROPERTY CORNER OF LOT 2, AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, SAID POINT ALSO BEING THE NORTHEAST PROPERTY CORNER OF LOT 3, AS SHOWN ON SAID MAP;

THENCE SOUTH 89°54'03" WEST 57.50 FEET;

THENCE SOUTH 0°05'57" EAST 37.00 FEET;

THENCE SOUTH 89°54'03" WEST 91.57 FEET;

THENCE NORTH 0°05'57" WEST 190.35 FEET;

THENCE NORTH 89°54'03" EAST 149.34 FEET;

THENCE SOUTH 0°00'15" WEST 153.35 FEET TO THE POINT OF BEGINNING; AND CONTAINING 0.603 ACRES MORE OR LESS.

PARCEL 3

BEGINNING AT THE NORTHEAST PROPERTY CORNER OF LOT 3, AS SHOWN ON THE AFOREMENTIONED PARCEL MAP, SAID POINT ALSO BEING THE SOUTHEAST PROPERTY CORNER OF LOT 2, AS SHOWN ON SAID MAP;

THENCE SOUTH 0°00'15" EAST 189.00 FEET TO STEVENS CREEK BOULEVARD;

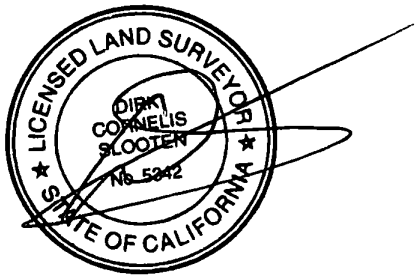
THENCE ALONG THE RIGHT-OF-WAY LINE FOR STEVENS CREEK BOULEVARD SOUTH 89°54'03" WEST 180.00 FEET;

THENCE NORTH 0°05'57" WEST 152.00 FEET;

THENCE NORTH 89°54'03" EAST 122.84 FEET;

THENCE NORTH 0°05'57" WEST 37.00 FEET;

THENCE NORTH 89°54'03" EAST 57.50 FEET TO THE POINT OF BEGINNING; AND CONTAINING 0.677 ACRES MORE OR LESS.



OWNER'S CERTIFICATE

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS MAP AND SUBDIVISION AS SHOWN WITHIN THE BLUE BORDERLINE.

WE ALSO HEREBY DEDICATE TO THE PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES UNDER, ON OR OVER THAT CERTAIN PARCEL OF LAND DESIGNATED AS P.U.E. (PUBLIC UTILITY EASEMENT) SAID EASEMENTS TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT LAWFUL FENCES.

AS OWNERS:

Frank La Haye, Sally A. LaHaye

STEVENS CREEK OFFICE CENTER ASSOCIATES, A LIMITED PARTNERSHIP

William Ness

K. WILLIAM NESS, AS ATTORNEY-IN-FACT OF JOHN E. VOLCKMANN

AS TRUSTEE:

TRANSAMERICA TITLE INSURANCE COMPANY

Patrick M. Stanley, Corp. Asst. Sec.

PARCEL MAP

CONSISTING OF TWO (2) SHEETS

BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 28, T. 2 N., R. 2 W., M.D.S. AND ADJ. AND LING WITHIN THE

CITY OF CUPERTINO, CALIFORNIA

SCALE: 1"=50' DATE: JULY, 1980

SANDIS AND ASSOCIATES ENGINEERS, SURVEYORS AND PLANNERS 610 CASTRO STREET MOUNTAIN VIEW, CALIFORNIA 94031 PHONE: (415) 969-8900

STATE OF CALIFORNIA COUNTY OF SAN MATEO

ON THIS 11th DAY OF August, 1980, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, PERSONALLY APPEARED K. WILLIAM NESS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AS THE ATTORNEY-IN-FACT OF JOHN E. VOLCKMANN AND ACKNOWLEDGED TO ME THAT HE SUBSCRIBED THE NAME OF JOHN E. VOLCKMANN THERETO AS PRINCIPAL OF THE UNITED PARTNERSHIP AND HIS OWN NAME AS ATTORNEY-IN-FACT AND FURTHER ACKNOWLEDGED TO ME THAT SUCH PARTNERSHIP EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: May 11, 1982 Margaret B. von Richter, Notary Public in and for the County of San Mateo, State of California

STATE OF CALIFORNIA COUNTY OF SAN MATEO

ON THIS 12th DAY OF August, 1980, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Patrick M. Stanley KNOWN TO ME TO BE THE CORP. ASST. SEC. AND OF THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE CORPORATION THEREIN NAMED, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS, AS TRUSTEE.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: 10-24-83 JO GERLACH, Notary Public in and for the County of San Mateo, State of California

SURVEYOR'S CERTIFICATE

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF JOHN R. BARKSDALE IN AUGUST, 1979. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

DATED: 8/11/80

Timothy D. Sandis, Timothy D. Sandis, RCE 15290

CITY ENGINEER'S CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES.

DATED: 9/3/80

Bert J. Viscovich, Bert J. Viscovich, RCE 20488, City Engineer, City of Cupertino

RECORDER'S CERTIFICATE

FILE NO. 6894491 FEE \$ 7.00 FILED THIS 4th DAY OF November, 1980, AT 2:23 P.M. IN BOOK 474 OF MAPS, AT PAGES 371-38, AT THE REQUEST OF SANDIS AND ASSOCIATES, INC.

GEORGE A. MANN, COUNTY RECORDER

By: Lori A. Johnson, Deputy

SOILS REPORT

A SOILS AND GEOLOGIC INVESTIGATION WAS PREPARED BY THE FIRM OF PURCELL, RHOADES AND ASSOCIATES, 1094 STEWART DRIVE, SUNNYVALE, CALIFORNIA 94086. DATED JULY 30, 1979 AND SIGNED BY WILLIAM M. MCMORROW, CE 15723, PRODUCT NO. 2557.

SHEET 1 OF 2 SHEETS

200/51



OWNER'S CERTIFICATE

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS MAP AND SUBDIVISION AS SHOWN WITHIN THE BLUE BORDERLINE.

WE HEREBY RESERVE FOR THE BENEFIT OF LOT 3, A PRIVATE SANITARY SEWER EASEMENT (P.S.S.E.) OVER LOT 2, AS SHOWN ON THE HEREIN MAP.

AS OWNERS:

*Frank LaHaye*  
FRANK LAHAYE

*Sally A. LaHaye*  
SALLY A. LAHAYE

STEVENS CREEK OFFICE CENTER ASSOCIATES, A LIMITED PARTNERSHIP

*John E. Volckmann*  
JOHN E. VOLCKMANN

AS TRUSTEE:

TRANSAMERICA TITLE INSURANCE COMPANY

*Frank Rotemel*

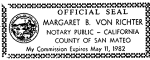
ACKNOWLEDGEMENT

STATE OF CALIFORNIA ) S.S.  
COUNTY OF SAN MATEO )

ON THIS 6th DAY OF Nov., 1980, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED *FRANK LAHAYE* AND *SALLY A. LAHAYE* KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS OWNERS.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: *May 11, 1982* *Margaret B von Richter*  
NOTARY PUBLIC IN AND FOR THE  
COUNTY OF SAN MATEO, STATE OF  
CALIFORNIA



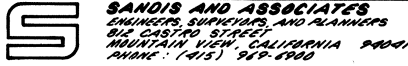
# PARCEL MAP

CONSISTING OF TWO (2) SHEETS

BEING A RECONSTRUCTION OF ALL OF PARCEL A, AS SHOWN SINCE THAT CERTAIN PARCELS WERE FIRST ACQUIRED IN BOOK 214 OF MAPS AT PAGE 31638 SANTA CLARA COUNTY RECORDS, LINGING WITHIN THE

CITY OF CUPERTINO, CALIFORNIA

SCALE: 1"=80' DATE: SEPT. 1980



STATE OF CALIFORNIA ) S.S.  
COUNTY OF SAN MATEO )

ON THIS 6th DAY OF NOV., 1980, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED *JOHN E. VOLCKMANN* KNOWN TO ME TO BE THE PARTNER OF THE LIMITED PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH PARTNERSHIP EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: *May 11, 1982* *Margaret B von Richter*  
NOTARY PUBLIC IN AND FOR THE COUNTY  
OF SAN MATEO, STATE OF CALIFORNIA



STATE OF CALIFORNIA ) S.S.  
COUNTY OF SAN MATEO )

ON THIS 12th DAY OF NOVEMBER, 1980, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED *Isiah T. Santana* KNOWN TO ME TO BE THE CORP. ASST. SECRETARY AND KNOWN TO ME TO BE THE OF THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF THE CORPORATION THEREIN NAMED, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS, AS TRUSTEE.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: *8-6-83* *Maria A. Jacobson*  
NOTARY PUBLIC IN AND FOR THE COUNTY  
OF SAN MATEO, STATE OF CALIFORNIA



SURVEYOR'S CERTIFICATE

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF JOHN R. BARKSDALE IN AUGUST, 1979. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

DATED: 12/2/80

*Timothy D. Sandis*  
TIMOTHY D. SANDIS, RCE 15290

CITY ENGINEER'S CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES.

DATED: 12/18/80

*Bert J. Miscovich*  
BERT J. MISCOVICH, RCE 20468  
CITY ENGINEER, CITY OF CUPERTINO

RECORDER'S CERTIFICATE

FILE NO. *639428* FEE \$ *7.00* FILED THIS *30th* DAY OF *December*, 1980, AT *1:46 P.M.* IN BOOK *477* OF MAPS, AT PAGE *27482*, AT THE REQUEST OF SANDIS AND ASSOCIATES, INC.

GEORGE A. MANN, COUNTY RECORDER

By: *W. Lewis Oregon*  
DEPUTY

SOILS REPORT

A SOILS AND GEOLOGIC INVESTIGATION WAS PREPARED BY THE FIRM OF PURCELL, RHOADES AND ASSOCIATES, 1094 STEWART DRIVE, SUNNYVALE, CALIFORNIA 94086, DATED JULY 30, 1979 AND SIGNED BY WILLIAM M. MCMORROW, CE 19729, PRODUCT NO. 2557.



CC 4-07-2026

#12

PlaceWorks Agreement

Desk Item



## COMMUNITY DEVELOPMENT DEPARTMENT

CITY HALL  
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255  
TELEPHONE: (408) 777-3308  
CUPERTINO.GOV

### CITY COUNCIL STAFF REPORT DESK ITEM

Meeting: April 7, 2026

#### Agenda Item #12

#### Subject

Award of a consultant agreement with PlaceWorks, not to exceed \$468,450, to prepare a Housing Element update (and internal consistency updates to the General Plan), related rezoning, and all necessary environmental review as required under State law, and associated budget modification in the amount of \$660,00, to address requirements of Government Code Section 65863 (No Net Loss) and authorize no-cost contract change orders.

#### Recommended Action

That the City Council:

1. Adopt Resolution No. \_\_\_\_ (Attachment A) to approve Budget Modification #2526-436 to increase appropriations in 100-71-702 750-101 (Fiscal Year 2025-26 Adopted Budget) by \$660,000 for the fiscal year 2025-26 for the project.
2. Award a consultant agreement with PlaceWorks for an amount not to exceed \$468,450 for a Housing Element update, internal consistency updates to the General Plan, related rezoning, and all necessary environmental review as required under State law (Attachment B) and authorize execution thereof by the City Manager;
3. Authorize the City Manager to approve contract amendments with PlaceWorks, up to an amount not to exceed \$515,425 for additional unanticipated work that is related to the scope of the agreement.

#### Background:

This update provides a response to inquiry received from City Council to provide clarification on various amounts listed in the staff report.

**Staff's responses to questions received from councilmember are shown in italics.**

Q1: There are 3 budget modification amounts described in the staff report. Can you clarify what each is - \$468,450, \$515,425, \$660,000?

*Staff response: The three budget modification amounts refer to different options. The \$468,450 amount refers to the cost of PlaceWorks completing an Environmental Impact Report (EIR) as described in their scope of work, and the \$515,425 amount refers to the EIR being completed with a 10% contingency to cover unforeseen, out of scope tasks, should they arise. The \$660,000 amount includes noticing, legal fees and an additional 15% contingency for items that the City would need to perform and that are not included in PlaceWorks scope of work.*

Attachments Provided with Original Staff Report:

A – Draft Resolution

B – Contract, Scope of Work, & Fee estimate

CC 4-07-2026

#13

Commissions Handbook

Supplemental Report



## OFFICE OF THE CITY ATTORNEY

CITY HALL  
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255  
TELEPHONE: (408) 777-3403  
CUPERTINO.GOV

### CITY COUNCIL STAFF REPORT SUPPLEMENTAL 1

Meeting: April 7, 2026

#### Agenda Item #13

#### Subject

Consider updates to procedures administering the City's Commissions and Committees and revising the City Commissioners' Handbook to reflect the new procedures.

#### Recommended Action

Adopt Resolution 26-XXX updating the Commissioners' Handbook to (1) appoint alternates to assist with quorum requirements when regular members are absent, (2) promote broad community participation on the City's commissions and committees, (3) align attendance requirements and Council's discretion over consequences for missing meetings; (4) recognize advisory body members' autonomy while ensuring the advisory body's actions are fairly communicated.

#### Background:

This supplemental report provides a corrected version of the redlined Commissioner's Handbook (Attachment B) included in the original staff report. Due to a technical issue, not all changes were accurately displayed in the previous redline. The corrected version is included with this report as Attachment D. A clean version of Attachment D is included with this report as Attachment E. A copy of the policy on resident communication with staff is also included with this report as Attachment F, along with relevant info memo, Attachment G.

#### Attachments Provided with Original Staff Report:

- A. Draft Resolution and Commissioner's Handbook (Exhibit A)
- B. Commissioners Handbook – Redline
- C. Commissioners Handbook – Clean (Exhibit A)

#### Attachments Provided with Supplemental 1:

- D. Updated Commissioners Handbook – Redline
- E. Updated Commissioners Handbook – Redline
- F. Policy on Resident Communication with Staff
- G. Info memo on Policy on Resident Communication with Staff



**CUPERTINO**

# **COMMISSIONERS' -HANDBOOK**

**20264**

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A staff liaison is assigned to each commission and is the primary point of contact for all commissioners. Their main duties include facilitating meetings, preparing agendas, and advising commissioners, ~~and preparing meeting minutes.~~ Commissioners should reach out to their liaison if they have any questions regarding matters of the commission or if they would like to contact other staff regarding official business.

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The Council has appointed commissioners as advisors to them. Individual commissioners are at liberty to express their personal opinions to the City Council on items within the scope of their commission's jurisdiction if they clearly state that they are speaking on behalf of themselves only. The Council appreciates hearing the rationale supporting both the majority position and the minority position, as this enriches the decision-making process. [However, if the individual commissioner's personal recommendation is inconsistent with a position taken by the full commission, the individual commissioner should also provide the City Council with a general description of the full commission's position.] ~~This underlying philosophy makes it improper for an individual commissioner, acting in their official capacity, to try to persuade the Council into the acceptance of a recommendation other than that voted by the majority of the commission. The role of a commission is to assist the City Council in the formation of policy, having been created for the purpose of advising.~~ The scope of work, purpose, and other primary functions for each commission can be found in the City Municipal Code Title 2.

#### Chair and Vice Chair

Each year, every commission will elect from its membership a Chairperson (Chair) and a Vice Chairperson (Vice Chair) who serve at the pleasure of the commission for a one-year term. The Vice Chair acts in this capacity when the Chair is not available.

The Chair should:

- Meet with the staff liaison to collaborate on agenda items, guided by the Work Plan.
- Maintain order of the meeting, ensure respect for all opinions, protect commissioners, staff, and the public from personal attacks.

- Keep discussion focused on the agendized issue at hand.
- Solicit opinions from commissioners. Encourage evaluation of new, tentative, or incomplete ideas. Discourage overly dominant commissioners from having disproportionate control over the discussion.
- Attempt to reach decisions expeditiously on action items. At those times when action would be premature, guide discussion toward a timeline or framework for responsible action.
- Set meeting rules early and make sure everyone abides by them without exception.
- Set an acceptable time limit for public testimony (generally three minutes per individual and 10 minutes per group) and stick to it. At the Chair's discretion, the public can interact with the members of the commission beyond the public-comment time limit in order to facilitate better communication of the agendized topic. However, the Chair should take care that all members of the public are given the same opportunities to participate in commission meetings.
- Provide periodic updates, approved by the full body, to Council regarding the status of their activities as requested by Council.

## COMMITTEES

Committees, for purposes of this Handbook, are subsidiary legislative bodies that are comprised in part of members appointed by the City Council (either directly or ex officio). Committees may also include Councilmembers or City staff among their membership. Where applicable, the requirements of this Handbook shall apply to Council-appointed committee members and to committee meetings and procedures

## COMMISSION MEMBERSHIP

### QUORUM, ATTENDANCE, TRAINING, AND REPORTING

A quorum consists of a majority of the members of the commission. A quorum is required to conduct business at any meeting whether it is a regular, adjourned, or special meeting. While it is expected that members be present at all meetings, the staff liaison and Chair should be notified if a member knows in advance that he/shethey will be absent.

Each member, including alternate members, should complete all training required by state or federal law or by a City rule or policy. Required Trainings for Commissioners:

- Ethics (AB 1234): 2 hours; within 6 months of appointment, then every 2 years.
- Anti-Harassment (SB 1343): 1 hour; within 6 months, then every 2 years.
- Annual Commission Training: Once per year.

A member ~~shall~~ may be ~~considered~~ removed from an advisory body by a vote of the City Council under the following conditions, in addition to those stated under Resignations and Removals below:

- A member misses more than three consecutive meetings during a term
- A member misses more than 25% of the advisory body's regular meetings in a calendar year
- A member fails to comply with legally required training or conflict of interest reporting requirements after receiving notice and a reasonable opportunity to correct the noncompliance
- Any meeting canceled due to the lack of a quorum will be counted against all of the commissioner(s) unable to participate as a missed meeting.

### ALTERNATE MEMBERS

One alternate commission member will be appointed to each commission. The alternate member attends commission meetings as a non-voting member. In the event a regular commission member is absent, after the Chair "seats" the alternate, the alternate member will step into the absent member's role for that meeting, as both a voting member and for the purpose of satisfying quorum requirements. If a regular commission member vacates their seat, the City will undertake a recruitment under the Maddy Act (Govt. Code Sections 54970 through 54972) to identify a member to be appointed by the Council to fill the vacancy. Alternates have all the same requirements and capabilities as regular commissioners except voting rights unless they are seated in place of an absent member.

### **VACANCIES**

Vacancies are filled by appointment by the Council. Appointments made in the middle of a term are for the unexpired portion of that term.

## RESIGNATIONS AND REMOVALS

If a member is unable to continue serving because of health, business requirements or personal reasons, a letter of resignation should be submitted to the City Council. The position of any member ~~is may be automatically~~ vacated at the discretion of the City Council when if the a member ceases to meet the qualifications for office, when Council accepts the member's resignation, when the member fails to comply with the attendance, training, and reporting requirements of Section A, above, or when the Council so declares.

## BROAD REPRESENTATION

Representation on City commissions by residents from across the City promotes broad engagement, equity and access to City decisionmakers. To promote broad engagement the City discourages individuals from serving on two or more City commissions simultaneously. Additionally, the City's Municipal Code section 2.36.010 currently prevents the Council from appointing members who "cohabit" or are related by blood or marriage to be members of the same City advisory body.

## ETHICS

~~The citizens~~Residents and businesses of Cupertino and the general public are entitled to have fair, ethical, and accountable local government. To this end, the City Council has adopted a Code of Ethics and Conduct for Elected and Appointed Officials (Resolution No. 23-122). Commissioners should be familiar with and must comply with the Ethics Code in conducting City business. Commissioners must review and sign the Code of Ethics, affirming that they understand and will uphold its principles.

## MEETINGS

### REGULAR MEETINGS

Commissions are required to hold regular meetings open to the public as provided by the enabling ordinance. The agenda for ~~these this~~ meetings must be posted at least 72 hours prior to the meeting. A meeting may be cancelled by the

staff liaison in consultation with the Chair if there is no Commission business to be conducted, or if a quorum will not be present. Staff will prepare the public cancellation notice. This cancellation procedure applies to both regular and special meetings.

## ADJOURNED MEETINGS

If the business to be considered at a regular meeting cannot be completed, the ~~Commission then~~ may designate a time and date for an adjourned meeting; otherwise, any remaining items shall be continued to the next regular meeting of the Commission.

## SPECIAL MEETINGS

A special meeting may be called by the Chair or a majority of the members ~~with coordination with the staff liaison~~ to address time-sensitive matters that cannot wait until the next regular meeting. Special meetings should be scheduled in coordination with the staff liaison, considering facility and staff availability, and are not intended to replace regular meetings for convenience.

## SUBCOMMITTEES

The Chair may appoint special subcommittees of less than a quorum of the commission who then may meet at their convenience to carry out the purpose of the subcommittee. If the subcommittee has a continuing subject matter or a regularly scheduled meeting time, it may qualify as a [Brown Act](#) committee and public notice provisions will apply.

## HYBRID MEETINGS AND REMOTE PARTICIPATION

The City offers hybrid meetings to make it easier for public engagement and participation for all commissions and committees. Under the ~~Ralph M. Brown Act~~, commissioners may participate remotely if they follow the rules set by state law. Commissioners may participate remotely for an approved reason, either under standard state rules or for special circumstances such as illness, emergency, or caregiving. Commissioners should submit requests in advance and notify staff. For special circumstances, the reason should be stated during the meeting. A majority of the commission must still attend in person at the meeting location listed on the agenda. All meetings must be open to the public,

and the public must be able to observe ~~watch~~ and provide ~~give~~ comments either in person or remotely.

## **WORK PLAN**

A commission work plan is established annually to guide staff workflow and ensure that the commission's activities align with City Council priorities, as well as the department's strategic goals and objectives. This approach is used to set the agenda, prioritize initiatives, allocate resources effectively, and monitor progress throughout the year. The work plan serves as a framework for decision-making, promotes accountability, and ensures that the commission remains focused on achieving measurable outcomes that benefit the community.

New elements to the work plan should be introduced on an occasional basis and only in response to timely or emerging needs, rather than added routinely. All commission work plan items should align with the Council adopted goals and vision strategy.

## **AGENDAS**

Each commission has a staff liaison responsible for preparing agendas in consultation with the Chair. If a commissioner or staff member intends to bring up an item for discussion or action, the item must be included on the agenda in accordance with the Brown Act. For each meeting, a date should be scheduled for the Chair and staff liaison to set the agenda. ~~staff will make every reasonable effort to meet~~ The staff liaison will set aside time to work with the Chair on the agenda. If the Chair is unavailable, some items may be deferred, and staff will proceed with publishing the agenda according to established deadlines. The Chair should make reasonable efforts to coordinate with the staff liaison.

Commissioners can propose agenda items within the purpose of the commission to the staff liaison prior to the agenda setting date. No agenda item requiring preparation of a staff report may be scheduled without approval of the City Manager or their designee.

Agenda items shall be policy in nature and not operational, ensuring that the commission's role remains focused on providing guidance rather than engaging in day-to-day administrative functions.

### Future Agenda Setting

The staff liaison will maintain a list of future agenda items that the commission plans to discuss. The Chair, the staff liaison, or any two commissioners can add an agenda item within their purpose to the future agenda item list and it will be scheduled at the discretion of the Chair and staff liaison. To provide commissioners an opportunity to discuss whether to add an item to the future agenda item list, each regularly scheduled agenda will include a "Future Agenda Setting" item. Once an item is added to the future agenda item list, it cannot be removed until it is discussed for removal at a regularly scheduled meeting during the item for "Future Agenda Setting." In addition, the item will not be removed if the Chair or at least two commissioners wish for the item to remain on the future agenda item list.

#### Staff Updates and Commissioner Activity Report

Each regularly scheduled agenda will also include a "~~Staff Updates and Commissioner Activity Report~~ Staff and Commission Reports" item for staff to report on updates and the members to provide a concise report on any activities they have taken part in related to the commission since the prior regularly scheduled meeting.

### **PREPARATION FOR MEETINGS**

- Thoroughly review the agenda packet, including agenda reports, and any other materials *before* the meeting. Check if you may have a conflict of interest with any of the items due to property or monetary interests. If it is unclear, the commissioner can explain the situation to the staff liaison who can seek legal counsel from the City Attorney. For more information on conflicts of interest, please review [the Fair Political Practices Commission \(FPPC\) Conflicts of Interest Rules](#).
- Understand what action you are being called upon to take for each particular agenda item.
- Contact the Chair or your staff liaison before the meeting to clarify questions about the agenda or request further information.
- Members are expected to check their emails regularly for meeting notices and updates.
- Understand the responsibilities of your commission. As a member of an advisory body, you will be asked to provide recommendations to the City Council about specific issues. Keep in mind that your appointment does not empower you to supervise or direct City staff.

## MINUTES

The approved minutes are placed on file by the City Clerk for public access. Commissions should strive to keep summary minutes as opposed to action minutes, unless automatic transcription of the meeting is available. If automatic transcription is made available to supplement official minutes, action minutes may be sufficient.

## PROCEDURE

Commissions follow the guidelines on parliamentary procedure contained in [Rosenberg's Rules of Order](#) (Rules). These Rules outline how motions are made and the basic format for an agenda item discussion.

## DECORUM AT MEETINGS

- Discourage outward signs of agreement or disagreement from the audience such as cheering or clapping. Such demonstrations can intimidate those wishing to express alternate views and delay the meeting. Also see Conduct of Members in the [Cupertino Ethics Code](#).
- Limit your own comments to the issues before the commission. Avoid the appearance of straying from the subject or "grandstanding".

## BASIS FOR YOUR DECISION

Commission decisions should be based principally on the information presented to you in the open public meeting process. If you collect pertinent information outside of the public process through a meeting with stake holders or site visits, you should share that information with your fellow commissioners in the public meeting. This sharing of information will ensure that other commissioners and members of the public have a better understanding of the rationale for your decision.

Commissioners are free to meet or refuse to meet with residents, resident groups, developers or prospective contractors, or any persons outside of the public meeting process concerning issues before the commission. Commissioners shall disclose any ex parte contact with parties to or participants in a quasi-judicial matter. (A quasi-judicial matter is typically a hearing in which a commission hears evidence and makes findings of fact to

reach a conclusion based on the applicable law.) Commissioners are encouraged to disclose meetings with other individuals that provide information upon which to base the commissioners' decisions.

All quasi-judicial procedures and process must follow due process and allow an affected party a right to be heard, and to present controverting fact or testimony on the question of right in the matter involved. Unfair determinations, such as bias, predetermination or refusal to hear an issue, may invalidate actions.

Keep an open mind. An objective, balanced, and receptive approach will help you assess the facets of a given issue and evaluate new ideas. When receiving written and oral public testimony it will be necessary to discern between fact and opinion, as well as between those concerns which are relevant and those which are secondary to the issue at hand. Keeping an open mind will make it easier for you to understand all sides of an issue before you make a judgment or take a position.

## RECOMMENDATIONS AND REPORTS TO CITY COUNCIL

The Chair shall select a member to represent the commission at any City Council meeting where a commission recommendation is agendaized for discussion. The commissioner selected by the Chair as the commission representative should strive to represent the position of the commission as a whole at the meeting, as necessary, regardless of the commissioner's personal views ~~of the member~~. Each commission shall ~~present~~ prepare an annual report on its activities ~~to~~ for the City Council.

## CITY WORK PROGRAM

The City Council approves an annual City Work Program to guide the work of the City. ~~Prior to the first draft of the City Work Program each year, staff may reach out to the commissions~~ Commissioners are encouraged to review current City Work Program items and ~~send ask for their~~ recommendations for additional items within the scope of the commission's jurisdiction to City Council for their consideration n, if any. ~~These recommendations will be provided to the City Council for consideration, but u.~~ Ultimately the City Council will determine the final items on the City Work Program. Since the City Council sets the City Work Program to guide the priority efforts in the City, commission work plans and agendas should be aligned accordingly.

## COMMUNICATIONS

### **Staying Informed**

Commissioners should [sign up for City email notifications](#) to stay informed of various community events and public meetings.

The City uses social media outlets, surveys, email notifications, the Scene, and the City website for outreach to the community. For appropriate conduct on social media, see the City's [Social Media Policy](#).

### **USE OF CITY EMAIL**

All newly appointed City commissioners will be assigned a mandatory City email address after reviewing and signing the [Technology Use Policy](#). Commissioners are required to inform Information Technology (helpdesk@cupertino.gov) and the staff liaison of any travel outside of the United States at least 2 business days prior to the said travel.

As noted under the Brown Act, care should be taken with regard to emails. Never select "Reply All" to an email to all commissioners or forward an email sent to you by one commissioner to another commissioner since that ~~would~~might constitute a quorum. All questions and concerns should be directed to the Chair and staff liaison.

All City emails are subject to the Public Records Act, and you should use your City email ~~only to communicate about any matter within the jurisdiction of your commission to conduct City business as a commissioner.~~ Emails sent from a personal email account, including those from a personal device, are also subject to the Public Records Act to the extent they address a matter related to your commission's jurisdiction. Please use your City email when communicating to enhance efficiency and transparency. When advocating or discussing a matter within the scope of your commission's jurisdiction, please ensure that the email cannot be construed as representing the views of the full commission, unless the commission has affirmatively voted to approve the position presented. Please do not forward or reply to a City email from your personal email address. Once your term on the commission is over, your City email will be terminated.

## **RESOURCES**

Commissioners should familiarize themselves with the following resources:

City policies relating to ethics, social media, commissions, diversity, [resident communication with staff](#), and technology, as well as the City organizational chart, a Rosenberg's Rules of Order cheat sheet, and other resources can be found online in the [Commission Resources folder](#).



**CUPERTINO**

# **COMMISSIONERS' HANDBOOK**

## **2026**

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## **COMMISSIONS**

Commissions are subsidiary legislative bodies, subject to the Brown Act, comprised solely of members appointed by the City Council. The primary purpose of the City's commissions is to serve as advisory bodies to Council by weighing public input and rendering recommendations to the City Council. Commissions do not manage or direct day-to-day operations or the work of staff. There are times when the advisory body's recommendation will not be sustained or will be modified by the City Council. It is important to recognize this not as a rejection of the integrity of the recommendation, but as an inevitable part of the process of community decision-making.

The Council has appointed commissioners as advisors to them. Individual commissioners are at liberty to express their personal opinions to the City Council on items within the scope of their commission's jurisdiction if they clearly state that they are speaking on behalf of themselves only. The Council appreciates hearing the rationale supporting both the majority position and the minority position, as this enriches the decision-making process. *[However, if the individual commissioner's personal recommendation is inconsistent with a position taken by the full commission, the individual commissioner should also provide the City Council with a general description of the full commission's position.]* . The scope of work, purpose, and other primary functions for each commission can be found in the City [Municipal Code Title 2](#).

#### Chair and Vice Chair

Each year, every commission will elect from its membership a Chairperson (Chair) and a Vice Chairperson (Vice Chair) who serve at the pleasure of the commission for a one-year term. The Vice Chair acts in this capacity when the Chair is not available.

The Chair should:

- Meet with the staff liaison to collaborate on agenda items, guided by the Work Plan.
- Maintain order of the meeting, ensure respect for all opinions, protect commissioners, staff, and the public from personal attacks.
- Keep discussion focused on the agenda item at hand.
- Solicit opinions from commissioners. Encourage evaluation of new, tentative, or incomplete ideas. Discourage overly dominant commissioners from having disproportionate control over the discussion.

- Attempt to reach decisions expeditiously on action items. At those times when action would be premature, guide discussion toward a timeline or framework for responsible action.
- Set meeting rules early and make sure everyone abides by them without exception.
- Set an acceptable time limit for public testimony (generally three minutes per individual and 10 minutes per group) and stick to it. At the Chair's discretion, the public can interact with the members of the commission beyond the public-comment time limit in order to facilitate better communication of the agenda topic. However, the Chair should take care that all members of the public are given the same opportunities to participate in commission meetings.
- Provide periodic updates, approved by the full body, to Council regarding the status of their activities as requested by Council.

## **COMMITTEES**

Committees, for purposes of this Handbook, are subsidiary legislative bodies that are comprised in part of members appointed by the City Council (either directly or ex officio). Committees may also include Councilmembers or City staff among their membership. Where applicable, the requirements of this Handbook shall apply to Council-appointed committee members and to committee meetings and procedures

### **COMMISSION MEMBERSHIP**

## **QUORUM, ATTENDANCE, TRAINING, AND REPORTING**

A quorum consists of a majority of the members of the commission. A quorum is required to conduct business at any meeting whether it is a regular, adjourned, or special meeting. While it is expected that members be present at all meetings, the staff liaison and Chair should be notified if a member knows in advance that they will be absent.

Each member, including alternate members, should complete all training required by state or federal law or by a City rule or policy.

Required Trainings for Commissioners:

- Ethics (AB 1234): 2 hours; within 6 months of appointment, then every 2 years.

- Anti-Harassment (SB 1343): 1 hour; within 6 months, then every 2 years.
- Annual Commission Training: Once per year.

A member may be removed from an advisory body by a vote of the City Council under the following conditions, in addition to those stated under Resignations and Removals below:

- A member misses more than three consecutive meetings during a term
- A member misses more than 25% of the advisory body's regular meetings in a calendar year
- A member fails to comply with legally required training or conflict of interest reporting requirements after receiving notice and a reasonable opportunity to correct the noncompliance
- Any meeting canceled due to the lack of a quorum will be counted against all of the commissioner(s) unable to participate as a missed meeting.

#### **ALTERNATE MEMBERS**

One alternate commission member will be appointed to each commission. The alternate member attends commission meetings as a non-voting member. In the event a regular commission member is absent, after the Chair “seats” the alternate, the alternate member will step into the absent member’s role for that meeting, as both a voting member and for the purpose of satisfying quorum requirements. If a regular commission member vacates their seat, the City will undertake a recruitment under the Maddy Act (Govt. Code Sections 54970 through 54972) to identify a member to be appointed by the Council to fill the vacancy. Alternates have all the same requirements and capabilities as regular commissioners except voting rights unless they are seated in place of an absent member.

#### **VACANCIES**

Vacancies are filled by appointment by the Council. Appointments made in the middle of a term are for the unexpired portion of that term.

#### **RESIGNATIONS AND REMOVALS**

If a member is unable to continue serving because of health, business requirements or personal reasons, a letter of resignation should be submitted to the City Council. The position of any member may be vacated at the discretion of the City Council if a member ceases to meet the qualifications for office, when Council accepts the member's resignation, when the member fails to comply with the attendance, training, and reporting requirements, or when the Council so declares.

## **BROAD REPRESENTATION**

Representation on City commissions by residents from across the City promotes broad engagement, equity and access to City decisionmakers. To promote broad engagement the City discourages individuals from serving on two or more City commissions simultaneously. Additionally, the City's Municipal Code section 2.36.010 currently prevents the Council from appointing members who "cohabit" or are related by blood or marriage to be members of the same City advisory body.

## **ETHICS**

Residents and businesses of Cupertino and the general public are entitled to have fair, ethical, and accountable local government. To this end, the City Council has adopted a Code of Ethics and Conduct for Elected and Appointed Officials (Resolution No. 23-122). Commissioners should be familiar with and must comply with the Ethics Code in conducting City business. Commissioners must review and sign the Code of Ethics, affirming that they understand and will uphold its principles.

## **MEETINGS**

### **REGULAR MEETINGS**

Commissions are required to hold regular meetings open to the public as provided by the enabling ordinance. The agenda for these meetings must be posted at least 72 hours prior to the meeting. A meeting may be cancelled by the staff liaison in consultation with the Chair if there is no Commission business to be conducted, or if a quorum will not be present. Staff will prepare the public cancellation notice. This cancellation procedure applies to both regular and special meetings.

## **ADJOURNED MEETINGS**

If the business to be considered at a regular meeting cannot be completed, the Commission may designate a time and date for an adjourned meeting; otherwise, any remaining items shall be continued to the next regular meeting of the Commission.

## **SPECIAL MEETINGS**

A special meeting may be called by the Chair or a majority of the members to address time-sensitive matters that cannot wait until the next regular meeting. Special meetings should be scheduled in coordination with the staff liaison, considering facility and staff availability, and are not intended to replace regular meetings for convenience.

## **SUBCOMMITTEES**

The Chair may appoint special subcommittees of less than a quorum of the commission who then may meet at their convenience to carry out the purpose of the subcommittee. If the subcommittee has a continuing subject matter or a regularly scheduled meeting time, it may qualify as a [Brown Act](#) committee and public notice provisions will apply.

## **HYBRID MEETINGS AND REMOTE PARTICIPATION**

The City offers hybrid meetings to make it easier for public engagement and participation for all commissions and committees. Under the Brown Act, commissioners may participate remotely if they follow the rules set by state law. Commissioners may participate remotely for an approved reason, either under standard state rules or for special circumstances such as illness, emergency, or caregiving. Commissioners should submit requests in advance and notify staff. For special circumstances, the reason should be stated during the meeting. A majority of the commission must still attend in person at the meeting location listed on the agenda. All meetings must be open to the public, and the public must be able to observe and provide comments either in person or remotely.

## **WORK PLAN**

A commission work plan is established annually to guide staff workflow and ensure that the commission's activities align with City Council priorities, as well as the department's strategic goals and objectives. This approach is used to set the agenda, prioritize initiatives, allocate resources effectively, and monitor progress throughout the year. The work plan serves as a framework for decision-making, promotes accountability, and ensures that the commission remains focused on achieving measurable outcomes that benefit the community.

New elements to the work plan should be introduced on an occasional basis and only in response to timely or emerging needs, rather than added routinely. All commission work plan items should align with the [Council adopted goals and vision strategy](#).

## **AGENDAS**

Each commission has a staff liaison responsible for preparing agendas in consultation with the Chair. If a commissioner or staff member intends to bring up an item for discussion or action, the item must be included on the agenda in accordance with the Brown Act. For each meeting, a date should be scheduled for the Chair and staff liaison to set the agenda. The staff liaison will set aside time to work with the Chair on the agenda. If the Chair is unavailable, some items may be deferred, and staff will proceed with publishing the agenda according to established deadlines. The Chair should make reasonable efforts to coordinate with the staff liaison. Commissioners can propose agenda items within the purpose of the commission to the staff liaison prior to the agenda setting date. No agenda item requiring preparation of a staff report may be scheduled without approval of the City Manager or their designee.

Agenda items shall be policy in nature and not operational, ensuring that the commission's role remains focused on providing guidance rather than engaging in day-to-day administrative functions.

### Future Agenda Setting

The staff liaison will maintain a list of future agenda items that the commission plans to discuss. The Chair, the staff liaison, or any two commissioners can add an agenda item within their purpose to the future agenda item list and it will be scheduled at the discretion of the Chair and staff liaison. To provide commissioners an opportunity to discuss whether to add an item to the future agenda item list, each regularly scheduled agenda will include a "Future Agenda Setting" item. Once an item is added to the future agenda item list, it cannot be

removed until it is discussed for removal at a regularly scheduled meeting during the item for "Future Agenda Setting." In addition, the item will not be removed if the Chair or at least two commissioners wish for the item to remain on the future agenda item list.

#### Staff Updates and Commissioner Activity Report

Each regularly scheduled agenda will also include a "Staff and Commission Reports" item for staff to report on updates and the members to provide a concise report on any activities they have taken part in related to the commission since the prior regularly scheduled meeting.

### **PREPARATION FOR MEETINGS**

- Thoroughly review the agenda packet, including agenda reports, and any other materials *before* the meeting. Check if you may have a conflict of interest with any of the items due to property or monetary interests. If it is unclear, the commissioner can explain the situation to the staff liaison who can seek legal counsel from the City Attorney. For more information on conflicts of interest, please review [the Fair Political Practices Commission \(FPPC\) Conflicts of Interest Rules](#).
- Understand what action you are being called upon to take for each particular agenda item.
- Contact the Chair or your staff liaison before the meeting to clarify questions about the agenda or request further information.
- Members are expected to check their emails regularly for meeting notices and updates.
- Understand the responsibilities of your commission. As a member of an advisory body, you will be asked to provide recommendations to the City Council about specific issues. Keep in mind that your appointment does not empower you to supervise or direct City staff.

### **MINUTES**

The approved minutes are placed on file by the City Clerk for public access. Commissions should strive to keep summary minutes as opposed to action minutes, unless automatic transcription of the meeting is available. If automatic transcription is made available to supplement official minutes, action minutes may be sufficient.

## PROCEDURE

Commissions follow the guidelines on parliamentary procedure contained in [Rosenberg's Rules of Order](#) (Rules). These Rules outline how motions are made and the basic format for an agenda item discussion.

## DECORUM AT MEETINGS

- Discourage outward signs of agreement or disagreement from the audience such as cheering or clapping. Such demonstrations can intimidate those wishing to express alternate views and delay the meeting. Also see Conduct of Members in the [Cupertino Ethics Code](#).
- Limit your own comments to the issues before the commission. Avoid the appearance of straying from the subject or "grandstanding".

## BASIS FOR YOUR DECISION

Commission decisions should be based principally on the information presented to you in the open public meeting process. If you collect pertinent information outside of the public process through a meeting with stake holders or site visits, you should share that information with your fellow commissioners in the public meeting. This sharing of information will ensure that other commissioners and members of the public have a better understanding of the rationale for your decision.

Commissioners are free to meet or refuse to meet with residents, resident groups, developers or prospective contractors, or any persons outside of the public meeting process concerning issues before the commission. Commissioners shall disclose any ex parte contact with parties to or participants in a quasi-judicial matter. (A quasi-judicial matter is typically a hearing in which a commission hears evidence and makes findings of fact to reach a conclusion based on the applicable law.) Commissioners are encouraged to disclose meetings with other individuals that provide information upon which to base the commissioners' decisions.

All quasi-judicial procedures and process must follow due process and allow an affected party a right to be heard, and to present controverting fact or testimony on the question of right in the matter involved. Unfair

determinations, such as bias, predetermination or refusal to hear an issue, may invalidate actions.

Keep an open mind. An objective, balanced, and receptive approach will help you assess the facets of a given issue and evaluate new ideas. When receiving written and oral public testimony it will be necessary to discern between fact and opinion, as well as between those concerns which are relevant and those which are secondary to the issue at hand. Keeping an open mind will make it easier for you to understand all sides of an issue before you make a judgment or take a position.

## **RECOMMENDATIONS AND REPORTS TO CITY COUNCIL**

The Chair shall select a member to represent the commission at any City Council meeting where a commission recommendation is agendaized for discussion. The commissioner selected by the Chair as the commission representative should strive to represent the position of the commission as a whole at the meeting, as necessary, regardless of the commissioner's personal views. Each commission shall prepare an annual report on its activities for the City Council.

### **CITY WORK PROGRAM**

The City Council approves an annual City Work Program to guide the work of the City. Commissioners are encouraged to review current City Work Program items and send their recommendations for additional items within the scope of the commission's jurisdiction to City Council for their consideration. Ultimately the City Council will determine the final items on the City Work Program. Since the City Council sets the City Work Program to guide the priority efforts in the City, commission work plans and agendas should be aligned accordingly.

### **COMMUNICATIONS**

#### **Staying Informed**

Commissioners should [sign up for City email notifications](#) to stay informed of various community events and public meetings.

The City uses social media outlets, surveys, email notifications, the Scene, and the City website for outreach to the community. For appropriate conduct on social media, see the City's [Social Media Policy](#).

## USE OF CITY EMAIL

All newly appointed City commissioners will be assigned a mandatory City email address after reviewing and signing the [Technology Use Policy](#). Commissioners are required to inform Information Technology (helpdesk@cupertino.gov) and the staff liaison of any travel outside of the United States at least 2 business days prior to the said travel.


As noted under the Brown Act, care should be taken with regard to emails. Never select “Reply All” to an email to all commissioners or forward an email sent to you by one commissioner to another commissioner since that might constitute a quorum. All questions and concerns should be directed to the Chair and staff liaison.

All City emails are subject to the Public Records Act, and you should use your City email to communicate about any matter within the jurisdiction of your commission. Emails sent from a personal email account, including those from a personal device, are also subject to the Public Records Act to the extent they address a matter related to your commission’s jurisdiction. Please use your City email when communicating to enhance efficiency and transparency. When advocating or discussing a matter within the scope of your commission’s jurisdiction, please ensure that the email cannot be construed as representing the views of the full commission, unless the commission has affirmatively voted to approve the position presented. Please do not forward or reply to a City email from your personal email address. Once your term on the commission is over, your City email will be terminated.

## **RESOURCES**

Commissioners should familiarize themselves with the following resources:

City policies relating to ethics, social media, commissions, diversity, resident communication with staff, and technology, as well as the City organizational chart, a Rosenberg’s Rules of Order cheat sheet, and other resources can be found online in the [Commission Resources folder](#).

 <p style="text-align: center;"><b>RESIDENT COMMUNICATION WITH STAFF POLICY</b></p>	<p style="text-align: center;"><b>Citywide Administrative Policy Manual</b> Policy #2.22</p>
	<p><b>Attachments:</b> N/A</p>
<p><b>Effective Date:</b> October 1, 2025</p>	<p><b>Responsible Department:</b> City Manager’s Office</p>
<p><b>Related Policies &amp; Notes:</b> Council Procedures Manual, Ethics Policy, Commissioners Handbook, CMC 2.17, 2.28</p>	

**Purpose**

The purpose of this policy is to establish standards for managing communications between residents (including commissioners and other appointed officials) and City of Cupertino staff. This policy seeks to ensure that communication is respectful, efficient, transparent, and aligned with the City’s organizational structure.

**Policy**

The City of Cupertino encourages an atmosphere of open, professional, and responsive communication between City staff and City residents, consistent with the role of City staff and the principles of the Council-Manager form of government. In a Council-Manager form of government, the City Council sets policy, and the City Manager is responsible for daily operations and staff oversight. Under the direction and oversight of the City Manager, staff implements the policy direction established by the City Council. While City residents have the right to communicate with City staff regarding policy and operational issues, Council sets policy, with the City Manager ultimately responsible for operational matters.

**Roles and Responsibilities**

**a. City Manager**

- Serves as the chief executive officer of the City.
- Directs and coordinates all City operations.
- Serves as the primary point of contact between the City Council and City staff.
- Reviews and approves any significant staff time commitments related to Council requests.

## **b. City Staff**

- Respond to resident inquiries within the scope of their roles and responsibilities.
- Escalate complex or policy-level issues to supervisors, department heads, and the City Manager, as necessary.
- Maintain professionalism in all communications.

## **c. Elected and Appointed Officials**

- May refer residents to the City Manager or appropriate department head.
- Shall not attempt to influence operational decisions or individual staff assignments, nor request preferential treatment for constituents in accordance with all “Related Policies and Notes” as listed in the top section of this policy document.
- May request information or staff assistance through the City Manager’s Office.

## **Communication Protocols**

### **a. Resident-Initiated Contact**

- Residents may contact staff via official City communication channels (phone, email, website, or in-person visits).
- Staff should respond within a reasonable time frame.
- If the request falls outside the staff member’s authority or expertise, or if staff believes the request unreasonably disrupts their ability to perform their duties, constitutes harassment, or is otherwise inappropriate, it should be referred to a supervisor or to the City Manager’s Office.

### **b. Staff-Initiated Contact**

- Staff may contact residents to provide updates, respond to inquiries, or seek additional information.
- Staff should document significant communications, especially those involving service requests, complaints, or disputes.

### **c. Public Meetings and Forums**

- Residents are encouraged to voice policy concerns at City Council meetings or through formal or informal public input processes.

- Staff may use public meetings and forums to address resident concerns about policy proposals and to offer information, background, data, and professional assessments but should avoid engaging in policy debates with residents.

### Escalation and Conflict Resolution

- Staff must escalate any hostile, threatening, or inappropriate communication to a supervisor immediately.
- Complaints about staff conduct should be referred to the department head or City Manager's Office.
- Communications from residents that staff believes interferes with their job should be referred to the City Manager's Office. The City Manager may direct staff to limit communication with certain residents to limit the risk of liability to the City or to avoid interference with staff's ability to accomplish their duties.

### Compliance

- All city staff are expected to follow the guidance set forth in this policy.
- Department heads and the City Manager are responsible for ensuring staff compliance with this policy.
- This policy shall be reviewed as needed to ensure alignment with best practices and legal requirements.

Approved by: Tina Kapoor, Interim City Manager

City Manager's signature: *Tina Kapoor*  
Tina Kapoor (Oct 2, 2025 10:01:10 PDT)

Date: Oct 2, 2025

Revisions: N/A



## CITY MANAGER'S OFFICE

CITY HALL  
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255  
TELEPHONE: (408) 777-3223 • FAX: (408) 777-3366  
CUPERTINO.GOV

### CITY COUNCIL INFORMATIONAL MEMORANDUM

Date: October 17, 2025

To: Cupertino City Council

From: Tina Kapoor, Interim City Manager

Re: Policy on Resident Communication with Staff

#### Background

As part of the ongoing efforts to support effective service delivery, on October 1, 2025, the City implemented a new Administrative Policy #2.22 governing communications between residents and City staff. The policy promotes consistent, respectful interactions while helping ensure that staff time is used efficiently and that both operational work and Council priorities remain the organization's focus.

Focused on communication between residents, including commissioners and other appointed officials, and City staff, the policy outlines protocols for both resident and staff initiated contact, supporting open and appropriate communication for reasonable requests within staff's areas of responsibility and not requiring extensive staff time (approximately 1-2 hours). Anything beyond that, or in cases of hostile, threatening, or otherwise inappropriate communication, staff are directed to notify their supervisors. Situations that interfere with staff's ability to perform their duties are to be referred to the City Manager's Office. To protect the City from potential liability and maintain effective operations, the City Manager may, when necessary, direct staff to limit communication with specific individuals.

All staff are expected to follow this policy, with department heads and the City Manager ensuring compliance. The policy promotes clear, transparent communication that supports accurate information sharing, operational efficiency, and effective implementation of Council priorities.

#### Sustainability Impact

No sustainability impact.

Fiscal Impact

No fiscal impact.

City Work Program (CWP) Item/Description

None

Council Goal:

Public Engagement and Transparency


California Environmental Quality Act

No California Environmental Quality Act impact.

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Prepared by: Tina Kapoor, Interim City Manager

Attachments: A – Policy on Resident Communication with Staff

 <p style="text-align: center;"><b>RESIDENT COMMUNICATION WITH STAFF POLICY</b></p>	<p style="text-align: center;"><b>Citywide Administrative Policy Manual</b></p> <p style="text-align: center;">Policy #2.22</p>
	<p><b>Attachments:</b></p> <p>N/A</p>
<p><b>Effective Date:</b></p> <p>October 1, 2025</p>	<p><b>Responsible Department:</b></p> <p>City Manager’s Office</p>
<p><b>Related Policies &amp; Notes:</b></p> <p>Council Procedures Manual, Ethics Policy, Commissioners Handbook, CMC 2.17, 2.28</p>	

**Purpose**

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**Roles and Responsibilities**

**a. City Manager**

- Serves as the chief executive officer of the City.
- Directs and coordinates all City operations.
- Serves as the primary point of contact between the City Council and City staff.
- Reviews and approves any significant staff time commitments related to Council requests.

## **b. City Staff**

- Respond to resident inquiries within the scope of their roles and responsibilities.
- Escalate complex or policy-level issues to supervisors, department heads, and the City Manager, as necessary.
- Maintain professionalism in all communications.

## **c. Elected and Appointed Officials**

- May refer residents to the City Manager or appropriate department head.
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- Staff must escalate any hostile, threatening, or inappropriate communication to a supervisor immediately.
- Complaints about staff conduct should be referred to the department head or City Manager’s Office.
- Communications from residents that staff believes interferes with their job should be referred to the City Manager’s Office. The City Manager may direct staff to limit communication with certain residents to limit the risk of liability to the City or to avoid interference with staff’s ability to accomplish their duties.

### Compliance

- All city staff are expected to follow the guidance set forth in this policy.
- Department heads and the City Manager are responsible for ensuring staff compliance with this policy.
- This policy shall be reviewed as needed to ensure alignment with best practices and legal requirements.

Approved by: Tina Kapoor, Interim City Manager

City Manager’s signature: *Tina Kapoor*  
Tina Kapoor (Oct 2, 2025 10:01:10 PDT)

Date: Oct 2, 2025

Revisions: N/A