



February 28, 2020

Mr. Eric Peterson
Director, County Airports
County of Santa Clara
Roads and Airports Department
Airports Division - Reid-Hillview & San Martin Airports
2500 Cunningham Avenue
San Jose, CA 95148

Subject: Eastridge to BART Regional Connector Project - Request for release of portion of County property (APN 491-05-020) to VTA for the construction and operation of Light Rail

Dear Mr. Peterson:

The Valley Transportation Authority (VTA) is the local transit district responsible for implementing the Eastridge to BART Regional Connector (EBRC) Project ((Project) which is a light rail extension from the existing Alum Rock Station to Eastridge Transit Center. **Exhibit A** shows the project location. Construction of this project is planned to begin in Early 2021 and revenue operations expected to be in the Early 2025. In order to construct this project, VTA requires a portion of the County of Santa Clara (County) owned property (Property), Assessor's Parcel Number (APN) 491-05-020, at 2501 Tully Road, San Jose, California. Fee acquisition by the VTA of a portion of the subject Property is required to meet the Project objectives, as this parcel is within the footprint of the proposed elevated guideway for Light Rail. **Exhibit B1** shows the property required from the County.

Eastridge to BART Regional Connector (EBRC) Description

The Project formerly known as the Capitol Expressway Light Rail (CELR) project is a planned extension of the existing light rail system from Alum Rock station to Eastridge Transit Center in the City of San Jose (Santa Clara County). This project improves public transit service in the Capitol Expressway corridor and is a major connector to the Bay Area Rapid Transit (BART) in Santa Clara County.

The project will add 2.4 miles of double track light rail service and two new light rail stations. It will extend south from the existing Alum Rock station along Capitol Avenue and Capitol Expressway to Eastridge Transit Center. Light Rail stations will be constructed at Story Road (elevated) and at Eastridge Transit Center (at-grade). There will be Pedestrian Overcrossings at the Story Station to take patrons from the east or west side of Capitol Expressway to the station via elevators or stairs.

The proposed light rail extension will consist of an elevated guideway starting in the median of Capitol Avenue, connecting to the median of Capitol Expressway and ending in a side running aerial guideway next to the Reid-Hillview Airport, and over Tully Road and onto an at-grade station at the Eastridge Transit Center. Early work will involve relocation of the existing overhead PG&E transmission lines along Capitol Expressway between Ocala Avenue and Quimby Road. The project will also include traction power substations at Ocala Avenue and Eastridge Transit Center.

In May 2018, the VTA Board of Directors approved the funding for the light rail project and in June 2019, the Board certified the final environmental document.

Importance of this Project

This light rail extension project is one of the important projects in Santa Clara County that would improve the transportation infrastructure and regionally connect the transit network. This project has overwhelming support from the City Council, County and VTA boards. This is also an important regional project that provides transportation to the east side of San Jose and connects to a major hub on the BART line.

Proposed Use of Portion of the Property Requesting Release

This parcel is required to build the bridge columns including foundations, for the aerial guideway for the Light Rail (**Exhibit B**). This area will also be landscaped and maintained by VTA. The County of Santa Clara owns this parcel, but it is controlled by the FAA for the Reid-Hillview Airport in the City of San Jose, California. The County Board of Supervisors approved a Grant Agreement with the Federal Aviation Administration (representing the United States) on October 7, 1963 with Amendment #1 approved on October 2, 1967 for the development of the Reid-Hillview Airport of which such said parcel is located. This county parcel is located west of Capitol Expressway, south of Swift Lane, north of Tully Road and east of the Reid-Hillview airport. The said portion of parcel required is the most easterly corner of the County parcel.

Request for Release of Portion of the Property Explanation to Date

VTA provided a project update to the County's Airport Land Use Commission (ALUC) on June 26th, 2019 and there were no comments from the commission. The VTA has been in discussions with the County on parcels that are needed for the project based on this latest design configuration.

Airport Compliance Manual Release Checklist

The Information below follows the checklist from Sections 22.24, 22.25, and 22.26 of the Airport Compliance Manual to assist in release of and acquisition of a portion of the subject Property as required for the VTA project

22.24 Content of Written Request for Release

a. All obligation agreements with the United States:

VTA will abide to all obligation agreements with the FAA and follow any recommendation by the FAA. The Reid-Hillview Airport is grant-obligated. The County received its last Federal Grant for Reid-Hillview Airport in 2011 for \$50,350.

b. The type of release or modification requested:

Release requested is the VTA's fee acquisition of a portion to the subject County-owned Property located at 2501 Tully Road; Assessor's Parcel Number (APN) 491-05-020; as required for the Eastridge to BART Regional Connector (EBRC) Project. This will be a release and removal from airport dedicated use

c. Reasons for requesting the release, modification, reformation or amendment:

Release is requested for VTA to provide increased safety through the construction, operations and maintenance of the subject light rail project.

d. The expected use or disposition of the property or facilities

The use of the portion of the subject Property to be acquired is for the construction, operations and maintenance of the subject light rail project. The subject parcel is required to build the bridge columns and foundations for the aerial guideway of the Project

e. The facts and circumstances that justify the request:

The portion of the subject property required by VTA falls outside of the Airport Safety Zones (**Exhibit F**) and there are no plans to develop for aviation uses.

The Reid-Hillview Airport Layout Plan shows this portion of the subject property under future Nonaviation Commercial. The purchase of the subject property by VTA does not negatively diminish airport holdings nor does the release prevent the accomplishment of the public airport purposes for which the airport facilities were obligated and shall not interfere with the beneficial uses by the public to safely use said airport. The construction of the structure for the Light Rail facility will not encroach the approach areas of the runways of the airport nor interfere materially with the use, operation, or future development of the Airport in any portion of a runway approach area as described in the Grant Agreement between the County and FAA.

The airport terminal and transit parking facilities are located near the planned Light Rail Stations potentially providing additional transportation access for corporate aircraft business customers.

f. The requirements of state or local law, which the ADO or regional office will include in the language of the approval document if it consents to, or grants, the request:

The portion of the said property is part of a project in the City and VTA's General Plan that was approved by the Santa Clara county voters as part of a ballot measure in 2000. The project was environmentally cleared in 2005 and a supplemental cleared in June 2019. The project was also approved by the VTA's Board of Directors. Other projects that supplements this project were constructed as Phase 1 between 2012 and 2018. These included sidewalk and pedestrian improvements, Eastridge Transit Center, Bus Rapid Transit and Pedestrian Access improvements. In August 08, 2018, VTA filed a Notice of Proposed construction or Alteration – Off Airport with the FAA. On October 19, 2018, VTA received a Determination of No Hazard to Air Navigation based on FAA conducting an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal regulations, part 77. (Exhibit C)

g. The involved property or facilities:

This requested County parcel portion of the County of Santa Clara, Assessor's Parcel Number (APN) 491-05-020, at 2501 Tully Road, San Jose, California is located west of Capitol Expressway, south of Swift Lane, north of Tully Road and east of the Reid-Hillview airport. The size of the said parcel required for release is 11,268 SFT (0.25 Acres). and is the most easterly corner of the County parcel. The legal plat and description are included (Exhibit G).

h. A description of how the sponsor acquired or obtained the property:

The property was originally acquired by the County around 1961 as part of their planning and development activities to construct the Reid-Hillview Airport and a grant was awarded to the County for 53.89% of the purchase price in 1963.

i. The present condition and present use of any property or facilities involved:

The proposed structure for the Light Rail runs through the Property to be acquired. The remainder of the Property will not be impacted by the Project. The said property is not being used presently and is vacant and unutilized. The Airport Layout Plan calls for Future Nonaviation Commercial development.

22.25 Content of Request for Written Release for Disposal

a. The fair market value:

The fair market value of the required property is \$373,000.

b. Proceeds expected from the disposal of the property and the expected use of the revenues derived:

The County will, by agreement with FAA, commit all proceeds for the sale of the property to development, maintenance and operations of the County Airport system, in conformance with the FAA's Revenue-Use policy. The revenue generated from this sale from the County to VTA will be deposited into the Airport Enterprise Fund for use at Reid-Hillview or San Martin Airport.

c. A comparison of the relative advantage or benefit to the airport from the sale of the property as opposed to retention for rental income:

The purchase of a portion of the Property by the VTA from the County does not negatively diminish airport holdings and will not interfere with the beneficial uses by the public to safely use said airport. The revenue derived from such sale can be used for the development, maintenance and operations of the county Airport system. The construction of the Light Rail project will also provide additional transportation access for corporate aircraft business customers.

A permanent improvement is planned on this property that VTA needs to safely operate and maintain. The size and location of the said portion of property is not conducive for any typical commercial use nor a viable rental. The remaining parcel is rentable without this said portion.

d. Provision for reimbursing the airport account for the fair market value of the property if the property is not going to be sold upon release, for example, if the municipality intends to use it for a new city office building or sports complex:

There is no need for this provision. VTA intends to appraise and offer fair market value to the County for the fee interest portion of the parcel it needs for the EBRC project. This request is for the sale of the said portion of the parcel which will be used exclusively for a public works project, building the aerial guideway for the light rail and not for development. The Property will be returned to County if not used for the intended purpose. The revenue of the Property sale from the County to the VTA will be deposited into the Airport Enterprise Fund

e. A description of any intangible benefits the airport will realize from the release. The sponsor may submit a plan substantiating a claim of intangible benefits to the airport accruing from the release, the amount attributed to the intangible benefits, and the merit of applying the intangible benefits as an offset against the fair market value of the property to be released:

There are no plans to develop this property for aviation purposes, but the Airport Layout Plan calls for future nonaviation commercial. By selling this portion of the property, the airport will realize intangible benefits by using the revenue of the property sale to develop, maintain and operate the County airport system and bring a transit system next to the airport that will provide additional transportation access for corporate aircraft business customers. The use of this property is needed to construct an important regional transit project that will provide additional transit options and mobility for residents and businesses in east San Jose. It will provide increased

capacity and regional connectivity to major employments and activity centers and supports and enhances identified economic and land development goals. It also provides connectivity to BART and improves air quality by reducing automobile emissions. The light rail project will carry thousands of passengers providing substantial public benefit that offsets fair market value over time.

22.26 Exhibits to the Written Request for Release

a. Drawings:

- b. Exhibit A: Location Map
- c. Exhibit B: Column Locations on Airport Property
- d. Exhibit B1: Airport Property Required
- e. Exhibit C: FAA determination of no hazard
- f. Exhibit D: FAA Clearance Section
- g. Exhibit E: FAA Vicinity Map
- h. Exhibit F: FAA Safety Zone Map
- i. Exhibit G: Plats and Legal

j. Height and Data Computations:

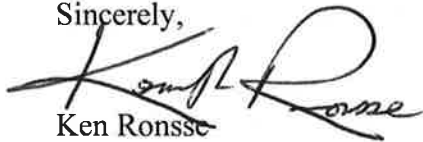
The subject parcel is not within the existing airport southerly clear zone approach (**Exhibit E**) and the Project will not encroach into any FAA airspace clearance requirements (**Exhibit D**) nor encroach into the Inner and Runway Safety Zones (**Exhibit F**) and therefore will not interfere with the beneficial uses by the public to safely use said airport.

k. Application of Sale Proceeds

The revenue generated from the sale of a portion of the property from the County to VTA will be deposited into the Airport Enterprise Fund.

If you have any questions or need additional information, please contact Ven Prasad at (408) 321 5647 or email at Ven.Prasad@vta.org.

Sincerely,



Ken Ronsse
Deputy Director
Engineering and Program Delivery

Mr. Eric Peterson, Director, County Airports
Eastridge to BART Regional Connector Project - Request for release of portion of County property
(APN 491-05-020) to VTA for the construction and operation of Light Rail
Page 7 of 7

Attachments;

Drawings

Exhibit A: Location Map

Exhibit B: Airport Property Required

Exhibit B1: Column Locations on Airport Property

Exhibit C: FAA determination of no hazard

Exhibit D: FAA Clearance Section

Exhibit E: FAA Vicinity Map

Exhibit F: FAA Safety Zone Map

Exhibit G: Plats and Legal



3 - 2 '20 9:22

First Class & Certified US Mail

February 28, 2020

County of Santa Clara
Attn: Harry Freitas, Director of Roads & Airports Dept.
101 Skyport Drive
San Jose, CA 95110

RE: Eastridge to BART Regional Connector-Capitol Expressway Light Rail Project
VTA Parcel Identification No.: EBRC1240-01
Site Address: Reid Hillview Airport, San Jose, CA
Assessor's Parcel Number: 491-05-020
Offer to Purchase Real Property

Dear Mr. Freitas:

The Santa Clara Valley Transportation Authority ("VTA") desires to acquire a portion of the real property referenced above for the construction of the Eastridge to BART Regional Connector-Capitol Expressway Light Rail Project ("**Project**"). The extension will begin at the current Alum Rock Light Rail Station and extend approximately 2.4 miles to the Eastridge Transit Center on an elevated guideway. Two (2) light rail stations will be added with an elevated station at Story Road and an at-grade station adjacent to the Eastridge Transit Center.

This letter constitutes an **offer to purchase** a 11,268 square foot fee interest in a portion of the above-referenced property in the amount of THREE HUNDRED SEVENTY-THREE THOUSAND AND 00/100 DOLLARS (\$373,000.00). This offer is based on an independent appraisal of the property. To assist you in considering this offer, we have enclosed the following documents for your review:

1. Photo Exhibit;
2. Appraisal Summary Statement;
3. Summary Statement Relating to the Purchase of Real Property or an Interest Therein;
4. Agreement for Purchase (two (2) originals);
5. Conveyance Document (Grant Deed) (two (2) originals);
6. Information pamphlet "Your Property . . . Your Transportation Project";

February 28, 2020
County of Santa Clara
VTA Parcel Identification No.: EBRC1240-01
Page 2 of 2

3 - 2 '20 9:22

7. U.S. Internal Revenue Service Form W-9 "Request for Taxpayer Identification Number and Certification" (two (2) originals); and
8. Old Republic Title Company Preliminary Report (Title) as of December 12, 2019, (Order No. 616009124) concerning the subject property.

If you are in agreement with this offer, please:

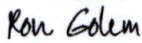
- Sign and return one (1) original of the Agreement for Purchase
- Sign and return one (1) original of the Grant Deed
- Have your signature on the Grant Deed acknowledged by a Notary Public
- Complete, sign and return 1 original of the U.S. IRS Form W-9

Once the Agreement for Purchase has been signed on behalf of VTA, we will deposit the documents and purchase funds into escrow for closing, including recording of the conveyance documents and issuance of purchase monies. The closing will be handled by Old Republic Title Company, under Escrow No. 616009124, with Escrow Officer Ida Maciel at the office located at 226 Airport Parkway, Ste. 200, San Jose, CA 95110.

Should you decide to order an independent appraisal of your property, VTA will reimburse you for the reasonable cost, not to exceed \$5,000, per California Code of Civil Procedure, Section 1263.025. Please see the enclosed Summary Statement Relating to the Purchase of Real Property or an Interest Therein for details.

If you have any questions and/or have completed executing the documents described above, please contact James Staudinger, Project Manager/Senior Right-of-Way Agent at (714) 914-2191.

Sincerely,

DocuSigned by:

0D5CB7BC48B54B6...

Ron Golem
Director, Real Estate & Transit-Oriented Development

EBRC1240 Santa Clara County 1240 Offer Ltr 2.27.20

Enclosures

C: James Staudinger, Project Manager/Sr. Right-of-Way Agent
Eric Peterson, Director, County Airports
Anthony Vu, County of Santa Clara via email
Ken Betts, County of Santa Clara via email

PROPERTY AND PROJECT INFORMATION

Project: Eastridge to BART Regional Connector-Capitol Expressway Light Rail Project (EBRC)

Parcel No.: EBRC1240

APN: 491-05-020

Owner(s): County of Santa Clara

Date Acquired: More than 5 years ago

Property Address: Northwest Corner East Capitol Expressway & Tully Road

Locale: San Jose, Santa Clara County, California

Total Property Area: 251,690 square feet of land

Property to be Acquired: Part All

Including Access Rights: Yes No

3-2-20 9:22

BASIS OF VALUATION

The market value for the property to be acquired is based upon an appraisal prepared in accordance with accepted appraisal principles and procedures.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

- (a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- (b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

BASIC PROPERTY ACQUISITION DATA

Interest Valued: Fee Acquisition

Effective Date of Value Opinion: December 9, 2019

Applicable Zoning: CG – Commercial General

Area to be Acquired: 11,268 square feet of land

Highest and Best Use: Commercial Retail

Current Use: Vacant

VALUATION

Land – Sales Comparison Approach

LAND SALES SUMMARY TABLE								
Sale No.	Property Address Assessor's Parcel No.	Sale Date Doc. No.	Grantor Grantee	Land Sq. Ft. Acres	Zoning General Plan	Shape Use Frontage Feet	Location Traffic Count	Sale Price per SF Land
Subj.	NWC of Tully & E Capitol Expwy San Jose 491-05-020	---	---	251,690 5.78	CG Neighborhood/Community Commercial	Rectangular Raw Land 690' and 385'	Corner 86,725 Cap. Exp. 33,174 Tully Rd.	---
1	3610 El Camino Real Santa Clara 313-06-008 (new map)	10/10/2019 24301369	Santa Clara Square SCS Gateway	216,275 4.96	CC- Community Commercial Regional Mixed-Use	Irregular Retail 390' and 420'	Corner 41,207	\$10,806,500 \$49.97
2	750 Story Road San Jose 477-11-023	3/29/2019 24146510	Empire Broadcasting STR Investments	170,276 3.91	IP (Ind. Park) Combined Industrial/Commercial	Rectangular Office/Flex 265' and 349'	Corner 24,740	\$10,600,000 \$62.25
3	1123 Coleman Avenue San Jose 230-46-071, 072, 084	12/14/2018 24082129 thru 2131	City of San Jose City Fields West 1,2,3	552,079 12.67	PD Open Space Base District	Rectangular Office/Retail 1,074'	Interior 35,993	\$24,843,575 \$45.00
4	5855 Silver Creek Valley Place San Jose 678-07-045	9/21/2016 23438867	San Gabriel Interest Silver Oak II	133,294 3.06	PD (Agr Base District) Combined Industrial/Commercial	Irregular Retail 156'	Interior 18,535	\$6,000,000 \$45.01
5	1936 Alum Rock Avenue San Jose 481-19-003	4/21/2017 23630511	David Mijares 1936 Alum Rock Ave	65,342 1.50	MSG - Main Street Grnd Flr Retail Urban Village	Rectangular Mixed Use 138'	Interior 23,123	\$3,500,000 \$53.56

After analyzing the land sales, we concluded a land value of \$50.00 per square foot. This value reflects full and immediate development potential before consideration of the impact of FAA oversight.

The Federal Aviation Agency (FAA) has oversight authority until 2031. With the date of value for this appraisal on December 9, 2019, this is 12 years away.

The FAA may provide a property release sooner than that, as it has done for other airport properties, although such relief requires an application on the part of the County. The County's prior applications for property release have been rejected as the FAA retains a view that the Reid-Hillview Airport is an essential airport facility and that other nearby general aviation facilities do not have sufficient capacity and resources to absorb any aviation traffic that currently utilizes Reid-Hillview. The potential remains that the FAA could approve a subsequent application for property release, but this determination is not assured, especially based on past history where the FAA rejected a property release. There is not even a guarantee that commercial development of the property can occur in 2031, depending on what happens with the FAA's oversight after 2031. Several scenarios are possible: 1) the FAA could release the property for development prior to their oversight expiring in 2031, 2) the FAA authority could expire in 2031 which would allow the County more control over land use and development, or 3) the FAA's authority could be extended past 2031 which would make it less likely the property could be developed in 2013. There is no certainty when development can or will occur.

Given the foregoing uncertainty, it is reasonable that a buyer today would discount the value of the land for the additional 12-year holding period that is above and beyond a "typical" development land parcel. Applying a 10% annual discount rate, the total discounted land value for the 12-year hold equates to 68% of the concluded fair market value. While this analysis uses a 12-year holding period, the 10% discount rate is intended to reflect the uncertainty of when development will actually take place.

Applying the 68% discount results in \$16.00 per square foot. This value applies to the Larger Parcel in the Before Condition.

Damages to the Remainder

The acquisition of Fee land along the East Capitol Expressway frontage reduces the overall visibility of the Remainder property and so reduces its value, i.e., imposes damages. It is difficult to quantify the impact the two concrete columns and elevated track will have on the Remainder property, but it is reasonable to conclude there is a negative effect. While the location, traffic counts, signalized corner and access will remain the same, visibility will be impaired. Demand for commercial land is high and the site has an excellent location, suggesting both factors will somewhat offset the impact of the reduced visibility. We estimate the damage to the Remainder property as a reduction of 5% (\$0.80 per square foot) from the market value of \$16.00. The Remainder Parcel in the After Condition is valued at \$15.20 per square foot.

The following tables show the calculations for the value of the Whole Property, the Part Acquired, the Remainder Property as part of the Whole and After the Acquisition, as well as the Damages to the Remainder Property.

VALUE OF THE "WHOLE"				
Fee Simple Land	251,690	s.f. x	\$16.00	per s.f. = \$ 4,027,040

VALUE OF THE "PART ACQUIRED AS PART OF THE WHOLE"				
Fee Simple Land	11,268	s.f. x	\$16.00	per s.f. = \$ 180,288

VALUE OF THE "REMAINDER AS PART OF THE WHOLE"				
Fee Simple Land	240,422	s.f. x	\$16.00	per s.f. = \$ 3,846,752

VALUE OF THE "REMAINDER AFTER THE ACQUISITION"				
Fee Simple Land	240,422	s.f. x	\$15.20	per s.f. = \$ 3,654,414

DAMAGES	
Value of the "Remainder as Part of the Whole"	\$ 3,846,752
Value of the "Remainder After the Acquisition"	\$ 3,654,414
Damages	\$ 192,338

3-2-20 9:23

Fair Market Value of the Proposed Acquisition

Compensation includes the fee acquisition (\$180,288) and damages (\$192,338) that total \$373,000, rounded.

FINAL VALUE RECONCILIATION

Based on the investigation and analysis, it is our opinion that the Fair Market Value of the proposed Acquisition, as of December 9, 2019 is \$373,000. We declare under penalty of perjury that the foregoing is true and correct. Executed at Danville, California, this 26th day of February 2020.

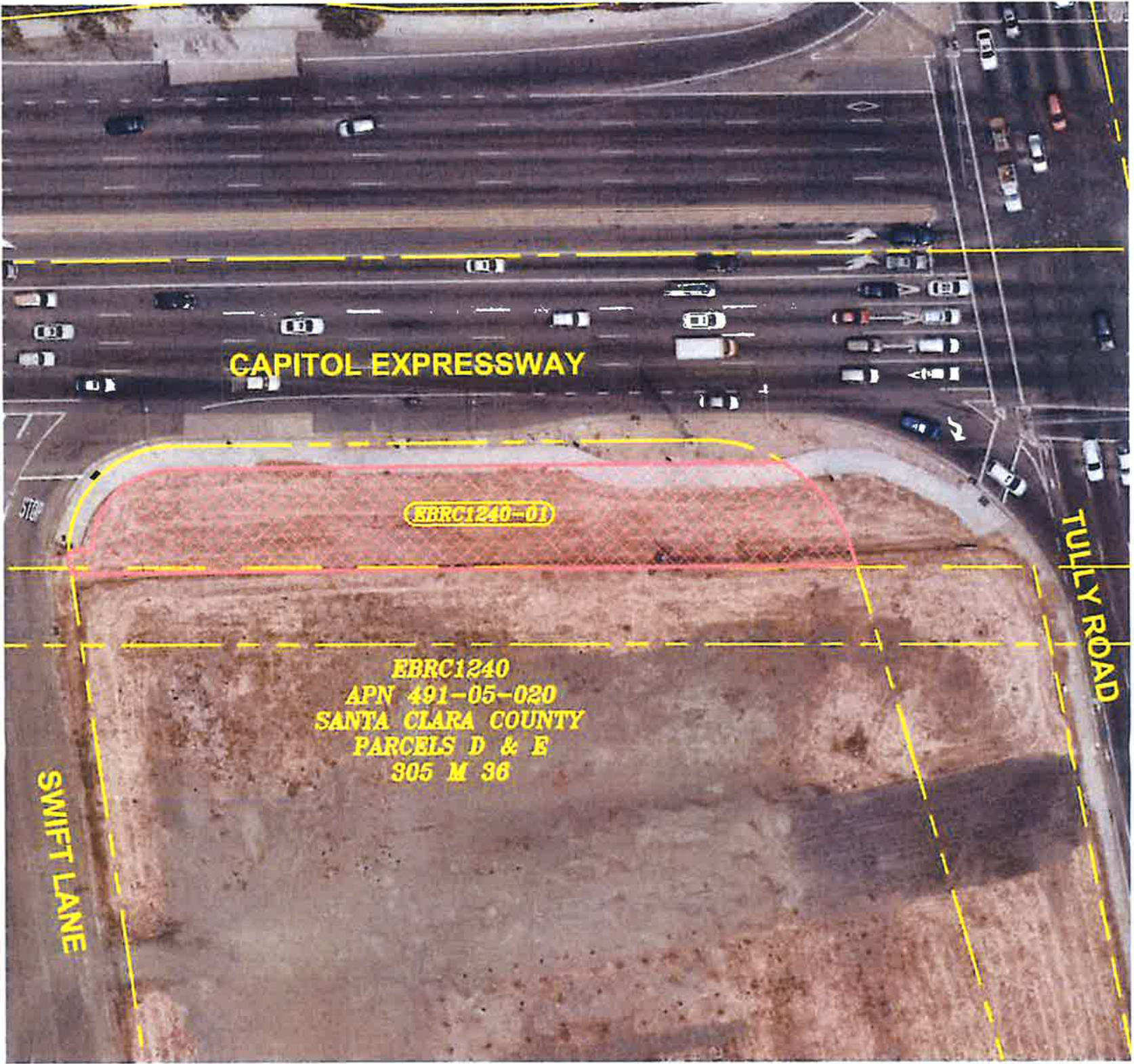


Gary Beckman
 Certified General Real Estate Appraiser
 State of California #AG044333, Exp. 05/07/2021



Terry S. Larson, MAI
 Certified General Real Estate Appraiser
 State of California #AG007041, Exp. 11/30/2020

S:\VTA PROJECTS\CELR\P-0787 CELR LR Ext to ETC\EXHIBITS\Photo Exhibit\CAD\ EBRC1240_PE.dwg Layout1 Dec 2, 2019 - 3:24pm



LEGEND

FEE -  FEE PARCEL AREA = 11,268± SQFT.

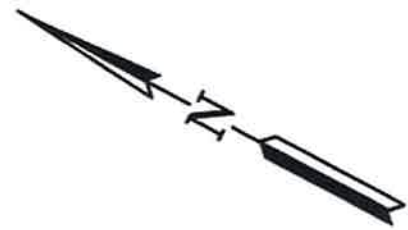


PHOTO EXHIBIT
EBRC1240
 APN 491-05-020
 CITY OF SAN JOSE,
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A
 SAN JOSE, CA 95134-1906
 PH. 408-321-5886
 FAX 408-321-5890

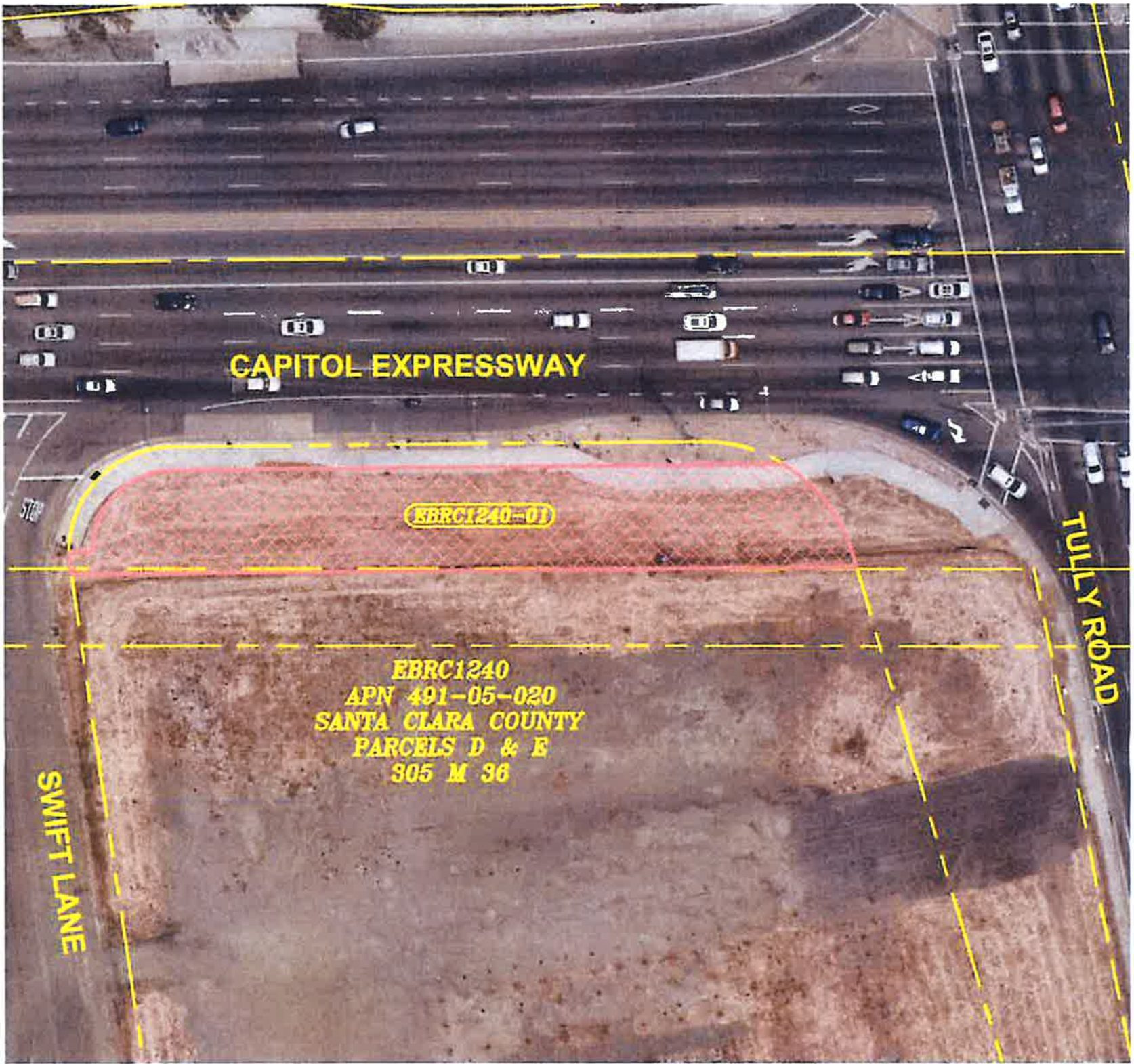
SCALE: 1"=60'
 DATE: 12/02/19

Drawn By:
 R. ESTRADA

Checked By:
 J. MacRORY

SHEET:
 1 OF 1

S:\VTA PROJECTS\CELR\P-0787 CELR LR Ext to ETC\EXHIBITS\Photo Exhibit\CAD\ EBRC1240_FE.dwg Layout1 Dec 2, 2019 - 3:24pm



LEGEND

FEE -  FEE PARCEL AREA = 11,268± SQFT.



PHOTO EXHIBIT
EBRC1240
 APN 491-05-020
 CITY OF SAN JOSE,
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A
 SAN JOSE, CA 95134-1906
 PH. 408-321-5886
 FAX 408-321-5890

SCALE: 1"=60'
 DATE: 12/02/19

Drawn By:
 R. ESTRADA

Checked By:
 J. MacRORY

SHEET:
 1 OF 1

Santa Clara Valley Transportation Authority
SUMMARY STATEMENT RELATING TO THE PURCHASE OF
REAL PROPERTY OR AN INTEREST THEREIN

3 - 2 '20 9:23

Page 1 of 4

Project: Eastridge to BART Regional Connector-Capitol Expressway
Light Rail Project
Parcel Identification No.: EBRC1240-01
APN: 491-05-020
Address: Reid Hillview Airport

The Santa Clara Valley Transportation Authority (“VTA”) is proposing to construct the Eastridge to BART Regional Connector-Capitol Expressway Light Rail Project (“**Project**”), an approximately 2.4 miles extension from the current terminus at the Alum Rock Light Rail Station to the Eastridge Transit Center. The light rail tracks will run within an elevated guideway with grade separations at Capitol Avenue, Story Road, Ocala Avenue, Cunningham Avenue and Tully Road. The Project will include an elevated light rail station accessed by a pedestrian overcrossing at Story Road, and an at-grade station adjacent to the Eastridge Transit Center.

Your property located at Reid Hillview Airport, in San Jose, California, is within the Project area, and is also identified by Santa Clara County Assessor’s Parcel Number 491-05-020.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 United States Code, Chapter 61, Section 4601, et seq.) and the California Department of Housing and Community Development Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations, Chapter 6, Subchapter 1, Articles 1-6, Section 6000, et seq.) require that each owner or tenant from whom VTA purchases real property or an interest therein be provided with at a minimum, a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. VTA will offer to purchase any remnant(s) considered by VTA to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.

t

**Santa Clara Valley Transportation Authority
SUMMARY STATEMENT RELATING TO THE PURCHASE OF
REAL PROPERTY OR AN INTEREST THEREIN**

Page 2 of 4

3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The property sought to be acquired is a 11,268 square foot fee interest.

The property being purchased is described in the enclosed Agreement for Purchase.

4. The market value of the property being purchased is based on a market value determination which is described in the included Appraisal Summary Statement, and such amount:
- a. Represents the full amount of the appraisal of just compensation for the property to be purchased;
 - b. Is not less than the approved appraisal of the fair market value of the property as improved;
 - c. Disregards any decrease or increase in the fair market value of the property to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner or tenant is entitled to receive under an agreement with the VTA.
5. Pursuant to the California Code of Civil Procedure, Section 1263.025, should you elect to obtain an independent appraisal, VTA will pay for the actual reasonable costs of said appraisal up to Five Thousand Dollars (\$5,000.00), subject to the following conditions:
- a. You, not VTA, must order the appraisal. Should you enter into a contract with the selected appraiser, VTA will not be a party to the contract;

**Santa Clara Valley Transportation Authority
SUMMARY STATEMENT RELATING TO THE PURCHASE OF
REAL PROPERTY OR AN INTEREST THEREIN**

- b. The selected appraiser must be licensed with the California Office of Real Estate Appraisers (“OREA”), and said license must be in good standing;

Appraisal cost reimbursement requests must be made in writing and submitted to

VTA at the following address:

Santa Clara Valley Transportation Authority
Real Estate & Transit-Oriented Development
Attn: Kevin Balak, Senior Real Estate Agent
3331 North First Street, Bldg. A
San Jose, CA 95134

3-2-20 9:23

within ninety (90) days of the earliest of the following dates:

- (1) The date the selected appraiser requests payment from you for the appraisal; or
 - (2) The date upon which you, or someone on your behalf, remits full payment to the selected appraiser for the appraisal.
- c. If the Property is owned jointly or in common by more than one person, VTA shall only be required to provide reimbursement to the first of such owners to make application for reimbursement;
- d. Owner shall be solely liable for the payment of all costs associated with the appraisal in excess of Five Thousand Dollars (\$5,000.00), and shall hold VTA harmless from any claim for such excess costs;
- e. Copies of the contract between the Owner and the appraiser (if a contract was made), appraisal report, invoice for the completed work by the appraiser, and proof of payment if same was made, must be provided to VTA concurrent with submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.

Santa Clara Valley Transportation Authority
SUMMARY STATEMENT RELATING TO THE PURCHASE OF
REAL PROPERTY OR AN INTEREST THEREIN

Page 4 of 4

6. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owner's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the California Code of Civil Procedure.
7. If you ultimately elect to reject VTA's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
8. You are entitled to receive all benefits that are available through donation to VTA of all or part of your interest in the real property sought to be acquired by VTA as set out in the California Streets and Highways Code Section 104.2 and 104.12.

3 - 2 - 20 9 :23

Project: Eastridge to BART Regional Connector
Capitol Expressway Light Rail Project
Grantor: County of Santa Clara
PIN: EBRC1240-01

AGREEMENT FOR PURCHASE OF PROPERTY

This Agreement for Purchase of Property (“Agreement”) is between the **Santa Clara Valley Transportation Authority**, a California Special District (“**VTA**”) and the **County of Santa Clara of the State of California**, (“**Grantor**”) and is entered into as of the date of execution of the last of the parties to sign (the “**Effective Date**”). For purposes of this Agreement, the aforementioned parties shall herein collectively be referred to as the “**Parties.**”

The Parties hereby agree as follows:

RECITALS

- A. Grantor is the owner of certain real property located in the City of San Jose, California, identified as Assessor’s Parcel Number 491-05-020, located in the County of Santa Clara, which property is herein referred to as “**Grantor’s Property**”.
- B. VTA requires a portion of Grantor’s Property for construction and/or maintenance of the Eastridge to BART Regional Connector-Capitol Expressway Light Rail Project (“**Project**”), which is described in **Section 1** below.
- C. On or about February 28, 2020, VTA made an offer of THREE HUNDRED SEVENTY-THREE THOUSAND AND 00/100 DOLLARS (**\$373,000.00**) (the “**Appraisal Value**”) to Grantor for acquisition of the property described in Section 1 below.

NOW THEREFORE, the Parties hereby agree as follows:

1. PROPERTY.

For use by VTA for the Project, and in consideration of the purchase price set forth in **Section 3** below (“**Purchase Price**”), Grantor agrees to sell to VTA, and VTA agrees to purchase from Grantor, on the terms and conditions set forth in this Agreement, that certain real property more particularly described and depicted in the Grant Deed, a copy of which is attached hereto as **Exhibit “A”**, (the “**Deed**”), together with any other such property interests as may be specified herein (collectively the “**Property**”).

2. DELIVERY OF DOCUMENT.

The Deed will be executed and delivered by Grantor to VTA for the purpose of placing such Deed into escrow. The Deed will be delivered in the manner described in the previous sentence solely for the convenience of the Parties; however, the Parties may agree otherwise in writing to an alternative method of transferring the same. In no event will VTA be deemed to have accepted delivery of the Deed described herein until such time as the Deed is recorded in the Official Records of Santa Clara County, California as further set forth in **Section 3**.

3. PURCHASE PRICE AND TITLE.

A. Compensation. In consideration for its acquisition of the Property and for immediate possession of the Property as described in **Section 4** herein, VTA will pay to Grantor **THREE HUNDRED SEVENTY-THREE THOUSAND AND 00/100 DOLLARS (\$373,000.00)** (the "**Purchase Price**"). VTA will deposit the Purchase Price into escrow after the Deed has been delivered into escrow. Unless extended by VTA in its sole discretion, within ninety (90) days after the Effective Date ("**Close of Escrow**"), Grantor shall be prepared to deliver the Property free and clear of all exceptions to title, including, but not limited to, liens, encumbrances, taxes, assessments and leases recorded and unrecorded, except for the following "**Permitted Exceptions:**"

- i. utility easements for utility service to Grantor's Property;
- ii. public streets;
- iii. real property taxes which are not delinquent as of Close of Escrow;
- iv. assessments which are not delinquent as of Close of Escrow;
- v. any lease to the VTA; and
- vi. exception numbers 3, 4, 5, 6 and 7 of Preliminary Title Report Escrow number 616009124 , dated December 12, 2019.

Thereafter, at close of escrow, the escrow agent will deliver the Purchase Price to Grantor when title to the Property vests in VTA, free and clear of all exceptions to title, including liens, encumbrances, taxes, assessments and leases recorded and unrecorded except for the Permitted Exceptions. VTA will pay all costs of escrow and recording fees incurred in this transaction.

B. Close of Escrow. This transaction will be handled through an escrow with Old Republic Title Company, under Escrow No. 616009124. At close of escrow, the Title Company will record the Deed in the Official Records of Santa Clara County, California, free and clear of all exceptions to title except for those set forth in **Section 3.A**, and deliver the Purchase Price to the Grantor. Unless extended by VTA, in its sole discretion, escrow will close within 90 days after the Effective Date. Escrow will not be deemed to have closed until the Deed has been recorded in the Official Records of Santa Clara County as further set forth in **Section 2**.

4. POSSESSION.

As a material part of the property rights transferred to VTA through this Agreement, Grantor hereby grants to VTA an exclusive right to enter onto, possess and use the Property, including the right to remove and dispose of improvements on the Property as set forth herein, and construct the Project, commencing on the Effective Date. Notwithstanding the foregoing, VTA makes no representation that the Project will be constructed, and no liability or obligation whatsoever will be incurred by VTA by reason of any failure to construct the Project for any reason.

By its entry into this Agreement, Grantor expressly waives its right to challenge VTA's possession of the Property at any time after the Effective Date, including, if it becomes necessary, during any Resolution of Necessity hearing or condemnation proceedings. The provisions of this Section will survive the termination of this Agreement.

5. JUST COMPENSATION; WAIVER AND RELEASE.

- A. Complete Settlement/Waiver and Release. Grantor agrees that the performance of this Agreement by VTA, including the payment of the Purchase Price, will constitute a complete settlement of all rights of Grantor to just compensation and to claim, assess, or receive severance, inverse condemnation or other eminent domain damages by reason of the acquisition, improvement, possession, use and occupancy of the Property, and Grantor hereby waives and releases any and all such rights and claims. This waiver and release will survive the close of escrow. Grantor is aware of and understands all potential compensation to which Grantor is otherwise entitled and has had the opportunity to discuss potential compensation with representatives of VTA and with professional advisors (including legal counsel) of Grantor's choice.
- B. Waiver Under Section 1542. In connection with the foregoing waiver and release, Grantor hereby expressly waives the benefits of Section 1542 of the California Civil Code, and any other state or federal statute or common law principle of similar effect. To the extent Section 1542 of the California Civil Code might apply, Grantor hereby waives its provisions, which are as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

GRANTOR ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS THE PROVISIONS OF THE WAIVERS AND RELEASE SET FORTH IN THIS SECTION, THE PROVISIONS OF WHICH WILL SURVIVE THE CLOSE OF ESCROW RECORDATION OF THE DEED(S). GRANTOR HAS HAD THE OPPORTUNITY TO DISCUSS THE EFFECT OF THE WAIVERS AND RELEASE CONTAINED HEREIN WITH GRANTOR'S OWN LEGAL COUNSEL AND BY ITS INITIALS IMMEDIATELY BELOW AGREES TO BE BOUND BY THEIR TERMS.

Grantor's Initials

6. PRORATION OF TAXES.

- A. Date of Proration. Taxes assessed on the Property after the Effective Date will be prorated in accordance with California Revenue and Taxation Code section 5081 *et seq.* If any taxes are assessed against the Property, said taxes will also be prorated in accordance with California Revenue and Taxation Code section 5081 *et seq.*
- B. Payment of Delinquent Taxes and Bonds. Grantor authorizes VTA to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to Property.

7. PAYMENT OF MORTGAGE OR DEED(S) OF TRUST.

Upon written demand to VTA by the mortgagee or beneficiary prior to the close of escrow, VTA may make payable to the mortgagee or beneficiary entitled thereunder:

- A. Up to and including the total amount of any unpaid principal and interest on any note secured by a mortgage or Deed(s) of Trust, any and all monies payable under this Agreement;
- B. All other amounts due and payable in accordance with the terms and conditions of the Deed(s) of Trust or mortgage.

At the close of escrow, the mortgagee or beneficiary will furnish Grantor with good and sufficient receipt showing the monies credited against the indebtedness secured by the mortgage or Deed(s) of Trust.

8. **LEASE WARRANTY.**

3 - 2 20 9 23

- A. Disclosed Leases. Grantor warrants that there are no oral or written leases on any portion of the Property. Grantor further agrees to hold harmless and reimburse VTA for any and all losses or expenses resulting or arising from any lease(s) on the Property not listed among the Disclosed Leases.
- B. Documentation from Lessees. Further, if there exist either recorded or unrecorded leases, the Parties agree that at VTA's sole discretion, escrow will not close and this Agreement will become all or in part null and void if escrow holder fails to receive adequate documentation (such as a quitclaim Deed and/or tenant consent) establishing that lessee has agreed to claim no interest in the Property (including, but not limited to, improvements to realty) or any compensation for same and further enables VTA to obtain sufficient title insurance.
- C. Survival. The provisions of this Section will survive the close of escrow and the recordation of Deed.

9. **DISMISSAL OF ACTION IN EMINENT DOMAIN; SATISFACTION OF ALL CLAIMS.**

Grantor consents to the dismissal of any eminent domain action involving the Property and waives any and all claims to any monies, including, but not limited to, attorney fees, as a result of said dismissal and/or that may now be on deposit in such action. The provisions of this Section will survive the close of escrow and recordation of the Deed.

10. **FAILURE OF CLOSE OF ESCROW**

In the event that close of escrow does not occur as a result of Grantor's failure to meet its obligations under this Agreement, Grantor acknowledges and agrees to the following:

- A. VTA may take any and all legal actions necessary to enforce this Agreement including an action for specific performance. In addition, the VTA's Board of Directors (the "**VTA Board**") may consider and adopt a Resolution of Necessity to condemn the Property;
- B. If the VTA Board adopts a Resolution of Necessity, such adoption will not be deemed to terminate this Agreement, unless VTA elects to terminate this Agreement (in whole or in part) in writing; the terms of any provision not terminated will thereafter continue in effect until either a settlement is reached or a final order of condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by the court. In no event, will VTA's right of possession set forth in **Section 4** of this agreement be deemed terminated until a court issues a final order of condemnation or the parties reach settlement; and

- C. Further, in the event the VTA Board adopts the Resolution of Necessity, VTA, at its sole discretion, will instruct the escrow agent to release the amount deposited in escrow to VTA. VTA thereafter will deposit the amount of the Appraisal Value to Grantor with the State Condemnation Fund pursuant to CCP Section 1255.010 *et seq.* The date of valuation under California Code of Civil Procedure (CCP) Section 1263.110 *et seq.* will be deemed to be the date upon which VTA deposited the Purchase Price into escrow.

Notwithstanding the foregoing, nothing in this Agreement, will be deemed to: (a) abrogate or limit the responsibility of any party hereto to comply with the terms of this Agreement and close escrow in a timely manner pursuant to the provisions hereof; (b) abrogate or limit the right of VTA to exercise any legal right or remedy it may have at law or in equity in order to enforce this Agreement or receive damages for breach thereof; and/or (c) dictate, preclude, or limit, in any way, the VTA Board's exercise of its discretion in determining whether or not to adopt a Resolution of Necessity in the event that escrow does not close in a timely manner.

11. IMPROVEMENTS.

Except as may be otherwise provided herein, the Purchase Price for the Property includes compensation for any and all improvements to realty thereon, which Grantor covenants and warrants that he/she/it owns, and VTA will have the right to remove such improvements upon VTA's taking possession of the Property pursuant to this Agreement.

12. HAZARDOUS WASTE MATERIAL.

- A. Value of Property. It is understood that the Property may contain Hazardous Materials (as defined in **Section 12.D**, below). The purchase price herein reflects the fair market value of the Property without the presence of Hazardous Materials contamination. If remediation of Hazardous Materials on or under the Property is required, VTA may elect to recover its clean-up costs from any party legally responsible therefor, including any party in the chain of title.
- B. Representation and Warranty. Grantor hereby represents and warrants that during the period of Grantor's ownership of the Grantor's Property, there have been no disposals, releases or threatened releases of Hazardous Materials on, from, or under the Grantor's Property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of Hazardous Materials on, from or under the Grantor's Property that have occurred prior to Grantor taking title to the Property.
- C. Indemnification. Grantor hereby agrees to indemnify, defend and hold VTA harmless from any and all past, present and future claims, losses, liabilities, obligations, or causes of action arising out of or connected with the presence, disposal or release of Hazardous Materials on, from, or under the Property, during the period of Grantor's ownership thereof (except to the extent that such Hazardous Materials may have been introduced onto the Property by VTA

3-2-20 9:23
during the period of VTA's possession of the Property prior to the close of escrow).

- D. Definition of Hazardous Materials. For purposes of this Agreement, "**Hazardous Materials**" means any material, waste, chemical, compound, substance, mixture, or byproduct that is identified, defined, designated, listed, restricted or otherwise regulated under any federal, state or local law or regulation as a "hazardous constituent", "hazardous substance", hazardous material", "hazardous waste constituent", "infectious waste", "medical waste", "biohazardous waste", "extremely hazardous waste", "pollutant", "toxic pollutant", "toxic substance", "regulated substance", or "contaminant", or any other formulation intended to classify substances by reason of Property that are deleterious to the environment, natural resources, wildlife or human health or safety, including without limitation, ignitability, infectiousness, corrosiveness, radioactivity, carcinogenicity, toxicity and reproductive toxicity. Hazardous Material includes without limitation any form of natural gas, petroleum products or any fraction thereof, asbestos, asbestos containing materials, polychlorinated biphenyls ("PCBs"), materials containing PCBs, and any substance that, due to its characteristics or interaction with one or more other materials, wastes, chemicals, compounds, substances, mixtures or byproducts, damages or threatens to damage the environment, natural resources, wildlife or human health or safety.
- E. The provisions of this Section will survive the close of escrow and recordation of the Deed.

13. COST TO CURE AND DAMAGES TO REMAINDER.

The Parties agree that included in the Purchase Price of the Property set forth above is full compensation to Grantor for any and all expenses for improvements to the Property and damages, if any, to the remainder of Grantor's Property.

14. SEVERABILITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

15. GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

16. PUBLIC PURPOSE.

VTA requires the Property, which is not now appropriated to a public use, for the Project, and VTA can acquire the Property through the exercise of the power of eminent domain.

Both Grantor and VTA recognize the expense, time, effort and risk to both Grantor and VTA in resolving a dispute over compensation for the Property by eminent domain litigation; and, the compensation set forth herein is in compromise and settlement, in lieu of such litigation.

17. AUTHORITY AND EXECUTION.

Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

18. EXHIBITS.

All exhibits attached hereto are incorporated herein by reference.

19. AMENDMENT.

This Agreement may be amended only by a writing signed by each of the Parties hereto.

20. INTERPRETATION OF AGREEMENT.

The Parties hereto acknowledge and agree that, although this Agreement has been drafted by VTA's legal counsel, Grantor or its legal counsel have reviewed and negotiated, or had an opportunity to review and negotiate, the terms of this Agreement. Consequently, the doctrine that ambiguities in an agreement should be resolved against the drafting party will not be employed in connection with this Agreement and this Agreement will be interpreted in accordance with its fair meaning.

21. CAPTIONS.

The captions and subject headings of this Agreement are included for convenience only and will not affect the interpretation or construction of this Agreement.

22. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but such counterparts together will constitute one and the same instrument.

23. ENTIRE AGREEMENT.

3 - 2 '20 9:23

This Agreement represents the full and complete understanding of the Parties with respect to the Property and the Project. Any prior or contemporaneous oral or written agreements by and between the Parties or their agents and representatives with respect to the Property or the Project are revoked and extinguished by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows:

**SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY, A
CALIFORNIA SPECIAL DISTRICT**

**GRANTOR:
COUNTY OF SANTA CLARA OF THE
STATE OF CALIFORNIA**

By: _____
Raj Srinath, Deputy General Manager/Chief
Financial Officer
By Delegation of Authority for:
Nuria I. Fernandez, General Manager/CEO

By: _____
S. Joseph Simitian
President
Board of Supervisors
County of Santa Clara

Date

Date

APPROVED AS TO FORM:

Attested by:

By: _____
Victor A. Pappalardo
Senior Assistant Counsel

Megan Doyle
Clerk of the Board of Supervisors

Date

DELEGATION OF AUTHORITY

EASTRIDGE BART REGIONAL CONNECTOR PROJECT-CAPITOL EXPRESSWAY
LIGHT RAIL PROJECT ("EBRC PROJECT")

Pursuant to Sections 1-6 and 5-3 of the Santa Clara Valley Transportation Authority Administrative Code, adopted December 20, 1994 and as amended through June 7, 2018, I hereby delegate ("Delegation") to Raj Srinath, Deputy General Manager/Chief Financial Officer, in connection with the EBRC Project: (i) the authority to accept deeds, easements and other conveyances, as well as execute documents for such transactions, on behalf of VTA; (ii) execute and bind VTA to real property license agreements, permits, certifications, and purchase and sale agreements for real property and real property rights; and (iii) execute real property purchase and possession and use agreements incident to the exercise of eminent domain power by VTA, and as authorized by actions of the Board of Directors on September 5, 2019, effective on the date below.

This Delegation supersedes the delegation of authority for CELR PROPERTY ACQUISITIONS dated 12/16/15.

Dated: 9/11/2019

DocuSign by
Nuria I. Fernandez
Nuria I. Fernandez
General Manager/CEO

APPROVED AS TO FORM:

DocuSign by
Susana Inda
Susana Inda
Staff Attorney II

EXHIBIT "A"

Recording requested by and return to:

Santa Clara Valley Transportation Authority
Real Estate & Transit-Oriented Development
3331 N. First Street, Building A
San Jose, CA 95134

60
60
60
60
60
60

Record Without Fee
Govt. Code. §6103 & §27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Eastridge to BART Regional Connector-Capitol Expressway
Light Rail Project
Parcel Identification No.: EBRC1240-01
APN.: 491-05-020
Santa Clara County, California

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 AND 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **COUNTY OF SANTA CLARA OF THE STATE OF CALIFORNIA**, hereinafter referred to as "**Grantor**," hereby grants to the **SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**, a California Special District, its assigns and successors, hereinafter referred to as "**Grantee**", that certain real property and interests therein, situated in the City of San Jose, County of Santa Clara, State of California, more particularly described and depicted in **Exhibit "A"** attached hereto and made a part hereof.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this ____ day of _____, 202_____.

GRANTOR:
COUNTY OF SANTA CLARA OF THE STATE OF CALIFORNIA

By: _____
S. Joseph Simitian
President
Board of Supervisors
County of Santa Clara

Attested by:

Megan Doyle
Clerk of the Board of Supervisors

EXHIBIT "A"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 _____)

On _____, (Date), before me, _____ (Name and Title of the Officer), personally appeared, _____, Notary Public, 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 of Notary Public



EXHIBIT "A"

EXHIBIT "A"



October 3, 2019
Parcel: EBRC1240-01
Page 1 of 2

LEGAL DESCRIPTION EASTRIDGE TO BART REGIONAL CONNECTOR

APN: 491-05-020

REAL PROPERTY situated in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcels D & E, as shown on that certain Amended Record of Survey, filed for record on August 1, 1972, in Book 305 of Maps, Page 36, Santa Clara County Records, more particularly described as follows:

BEGINNING at the most westerly corner of said Parcel D, lying on the southeasterly line of Swift Lane (60 feet wide);

Thence along said southeasterly line, the following two (2) courses:

1. North 53°40'19" East, 1.30 feet to the beginning of a tangent curve to the right;
2. Along said tangent curve, having a radius of 40.00 feet, through a central angle of 7°38'27" for an arc distance of 5.33 feet;

Thence South 28°41'15" East, 9.00 feet to a line parallel with and 9.00 feet southeasterly of said southeasterly line and southwesterly of the southwesterly line of Capitol Expressway (as shown on said map), being the beginning of a non-tangent curve to the right;

Thence along said parallel line the following two (2) courses:

1. Southeasterly, along said non-tangent curve, having a radius of 31.00 feet, the radial line of which bears North 28°41'15" West, through a central angle of 90°02'18" for an arc length of 48.71 feet;
2. Along said parallel line and its southeasterly prolongation, South 28°38'56" East, 236.04 feet to the beginning of a non-tangent curve to the right, lying on the northwesterly line of Tully Road (as shown on said map);

Thence southwesterly along said non-tangent curve and along said northwesterly line, having a radius of 60.00 feet, the radial line of which bears South 86°51'36" East, through a central angle of 42°28'03" for an arc length of 44.47 feet;

Thence continuing along said northwesterly line, South 45°36'28" West, 5.49 feet to a line parallel with and 49.00 feet southwesterly of said southwesterly line of Capitol Expressway;

Thence along said parallel line, North 28°38'56" West, 302.82 feet to the **TRUE POINT OF BEGINNING**.

3-2-20 9:23

EXHIBIT "A"

EXHIBIT "A"



October 3, 2019
Parcel: EBRC1240-01
Page 2 of 2

Containing an area of 11,268 square feet, more or less.

Plat Exhibit attached and by this reference made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1991.35. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00004590.

11/7/19

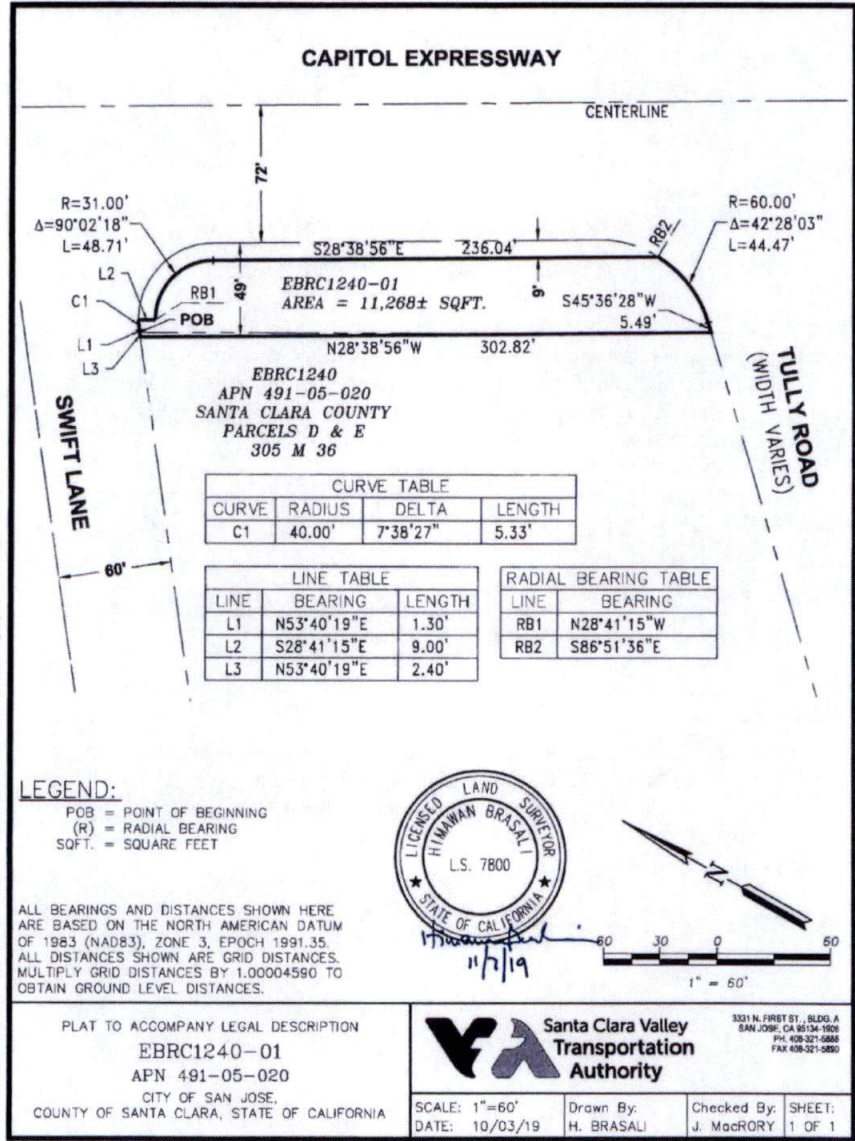
Date



Himawan Brasali, LS 7800
Senior Land Surveyor

EXHIBIT "A"

EXHIBIT "A"



3-2-20 9:24

S:\VIA PROJECTS\CELV\0737_CER18.DWG TO PLOT\PLATS\LEGALS\MAPS\CHECKS\CAD\EBRC1240-01.dwg Layout1 Nov 7, 2019 - 10:37am

EXHIBIT "A"

Project: Eastridge to BART Regional Connector-Capitol
Expressway Light Rail
PIN.: 1240-01
Grantor: County of Santa Clara of The State of California
Deed Type: Grant Deed

CERTIFICATE OF ACCEPTANCE

(Govt. Code, Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the Santa Clara Valley Transportation Authority (VTA), State of California, is hereby accepted by the undersigned officer on behalf of the Santa Clara Valley Transportation Authority, in accordance with Section 5-3 of the Administrative Code of the Authority adopted December 20, 1994, and the Grantee consents to recordation thereof by its duly authorized officer.

Executed this _____ day of _____, 202_____.

Santa Clara Valley Transportation Authority,
a California Special District

By: _____
Raj Srinath, Deputy General Manager/Chief Financial Officer
By Delegation of Authority for:
Nuria I. Fernandez, General Manager/CEO

EXHIBIT "A"

DocuSign Envelope ID: FD0C90EA-3B44-43FA-9341-604E780E64FF

DELEGATION OF AUTHORITY

EASTRIDGE BART REGIONAL CONNECTOR PROJECT-CAPITOL EXPRESSWAY LIGHT RAIL PROJECT ("EBRC PROJECT")

Pursuant to Sections 1-6 and 5-3 of the Santa Clara Valley Transportation Authority Administrative Code, adopted December 20, 1994 and as amended through June 7, 2018, I hereby delegate ("Delegation") to Raj Srinath, Deputy General Manager/Chief Financial Officer, in connection with the EBRC Project: (i) the authority to accept deeds, easements and other conveyances, as well as execute documents for such transactions, on behalf of VTA; (ii) execute and bind VTA to real property license agreements, permits, certifications, and purchase and sale agreements for real property and real property rights; and (iii) execute real property purchase and possession and use agreements incident to the exercise of eminent domain power by VTA, and as authorized by actions of the Board of Directors on September 5, 2019, effective on the date below.

This Delegation supersedes the delegation of authority for CELR PROPERTY ACQUISITIONS dated 12/16/15.

Dated: 9/11/2019

Authorized by
Nuria I. Fernandez
Nuria I. Fernandez
General Manager/CEO

APPROVED AS TO FORM:

Authorized by
Susana Inda
Susana Inda
Staff Attorney II

3-2-20 9:24

3 - 2 20 9 :24

Project: Eastridge to BART Regional Connector
Capitol Expressway Light Rail Project

Grantor: County of Santa Clara

PIN: EBRC1240-01

AGREEMENT FOR PURCHASE OF PROPERTY

This Agreement for Purchase of Property (“Agreement”) is between the **Santa Clara Valley Transportation Authority**, a California Special District (“VTA”) and the **County of Santa Clara of the State of California**, (“Grantor”) and is entered into as of the date of execution of the last of the parties to sign (the “**Effective Date**”). For purposes of this Agreement, the aforementioned parties shall herein collectively be referred to as the “**Parties**.”

The Parties hereby agree as follows:

RECITALS

- A. Grantor is the owner of certain real property located in the City of San Jose, California, identified as Assessor’s Parcel Number 491-05-020, located in the County of Santa Clara, which property is herein referred to as “**Grantor’s Property**”.
- B. VTA requires a portion of Grantor’s Property for construction and/or maintenance of the Eastridge to BART Regional Connector-Capitol Expressway Light Rail Project (“**Project**”), which is described in **Section 1** below.
- C. On or about February 28, 2020, VTA made an offer of THREE HUNDRED SEVENTY-THREE THOUSAND AND 00/100 DOLLARS (**\$373,000.00**) (the “**Appraisal Value**”) to Grantor for acquisition of the property described in Section 1 below.

NOW THEREFORE, the Parties hereby agree as follows:

1. PROPERTY.

For use by VTA for the Project, and in consideration of the purchase price set forth in **Section 3** below (“**Purchase Price**”), Grantor agrees to sell to VTA, and VTA agrees to purchase from Grantor, on the terms and conditions set forth in this Agreement, that certain real property more particularly described and depicted in the Grant Deed, a copy of which is attached hereto as **Exhibit “A”**, (the “**Deed**”), together with any other such property interests as may be specified herein (collectively the “**Property**”).

2. DELIVERY OF DOCUMENT.

The Deed will be executed and delivered by Grantor to VTA for the purpose of placing such Deed into escrow. The Deed will be delivered in the manner described in the previous sentence solely for the convenience of the Parties; however, the Parties may agree otherwise in writing to an alternative method of transferring the same. In no event will VTA be deemed to have accepted delivery of the Deed described herein until such time as the Deed is recorded in the Official Records of Santa Clara County, California as further set forth in **Section 3**.

3. PURCHASE PRICE AND TITLE.

A. Compensation. In consideration for its acquisition of the Property and for immediate possession of the Property as described in **Section 4** herein, VTA will pay to Grantor **THREE HUNDRED SEVENTY-THREE THOUSAND AND 00/100 DOLLARS (\$373,000.00)** (the "**Purchase Price**"). VTA will deposit the Purchase Price into escrow after the Deed has been delivered into escrow. Unless extended by VTA in its sole discretion, within ninety (90) days after the Effective Date ("**Close of Escrow**"), Grantor shall be prepared to deliver the Property free and clear of all exceptions to title, including, but not limited to, liens, encumbrances, taxes, assessments and leases recorded and unrecorded, except for the following "**Permitted Exceptions:**"

- i. utility easements for utility service to Grantor's Property;
- ii. public streets;
- iii. real property taxes which are not delinquent as of Close of Escrow;
- iv. assessments which are not delinquent as of Close of Escrow;
- v. any lease to the VTA; and
- vi. exception numbers 3, 4, 5, 6 and 7 of Preliminary Title Report Escrow number 616009124 , dated December 12, 2019.

Thereafter, at close of escrow, the escrow agent will deliver the Purchase Price to Grantor when title to the Property vests in VTA, free and clear of all exceptions to title, including liens, encumbrances, taxes, assessments and leases recorded and unrecorded except for the Permitted Exceptions. VTA will pay all costs of escrow and recording fees incurred in this transaction.

B. Close of Escrow. This transaction will be handled through an escrow with Old Republic Title Company, under Escrow No. 616009124. At close of escrow, the Title Company will record the Deed in the Official Records of Santa Clara County, California, free and clear of all exceptions to title except for those set forth in **Section 3.A**, and deliver the Purchase Price to the Grantor. Unless extended by VTA, in its sole discretion, escrow will close within 90 days after the Effective Date. Escrow will not be deemed to have closed until the Deed has been recorded in the Official Records of Santa Clara County as further set forth in **Section 2**.

4. POSSESSION.

As a material part of the property rights transferred to VTA through this Agreement, Grantor hereby grants to VTA an exclusive right to enter onto, possess and use the Property, including the right to remove and dispose of improvements on the Property as set forth herein, and construct the Project, commencing on the Effective Date. Notwithstanding the foregoing, VTA makes no representation that the Project will be constructed, and no liability or obligation whatsoever will be incurred by VTA by reason of any failure to construct the Project for any reason.

By its entry into this Agreement, Grantor expressly waives its right to challenge VTA's possession of the Property at any time after the Effective Date, including, if it becomes necessary, during any Resolution of Necessity hearing or condemnation proceedings. The provisions of this Section will survive the termination of this Agreement.

5. JUST COMPENSATION; WAIVER AND RELEASE.

A. Complete Settlement/Waiver and Release. Grantor agrees that the performance of this Agreement by VTA, including the payment of the Purchase Price, will constitute a complete settlement of all rights of Grantor to just compensation and to claim, assess, or receive severance, inverse condemnation or other eminent domain damages by reason of the acquisition, improvement, possession, use and occupancy of the Property, and Grantor hereby waives and releases any and all such rights and claims. This waiver and release will survive the close of escrow. Grantor is aware of and understands all potential compensation to which Grantor is otherwise entitled and has had the opportunity to discuss potential compensation with representatives of VTA and with professional advisors (including legal counsel) of Grantor's choice.

B. Waiver Under Section 1542. In connection with the foregoing waiver and release, Grantor hereby expressly waives the benefits of Section 1542 of the California Civil Code, and any other state or federal statute or common law principle of similar effect. To the extent Section 1542 of the California Civil Code might apply, Grantor hereby waives its provisions, which are as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

GRANTOR ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS THE PROVISIONS OF THE WAIVERS AND RELEASE SET FORTH IN THIS SECTION, THE PROVISIONS OF WHICH WILL SURVIVE THE CLOSE OF ESCROW RECORDATION OF THE DEED(S). GRANTOR HAS HAD THE OPPORTUNITY TO DISCUSS THE EFFECT OF THE WAIVERS AND RELEASE CONTAINED HEREIN WITH GRANTOR'S OWN LEGAL COUNSEL AND BY ITS INITIALS IMMEDIATELY BELOW AGREES TO BE BOUND BY THEIR TERMS.

Grantor's Initials

6. PRORATION OF TAXES.

- A. Date of Proration. Taxes assessed on the Property after the Effective Date will be prorated in accordance with California Revenue and Taxation Code section 5081 *et seq.* If any taxes are assessed against the Property, said taxes will also be prorated in accordance with California Revenue and Taxation Code section 5081 *et seq.*
- B. Payment of Delinquent Taxes and Bonds. Grantor authorizes VTA to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to Property.

7. PAYMENT OF MORTGAGE OR DEED(S) OF TRUST.

Upon written demand to VTA by the mortgagee or beneficiary prior to the close of escrow, VTA may make payable to the mortgagee or beneficiary entitled thereunder:

- A. Up to and including the total amount of any unpaid principal and interest on any note secured by a mortgage or Deed(s) of Trust, any and all monies payable under this Agreement;
- B. All other amounts due and payable in accordance with the terms and conditions of the Deed(s) of Trust or mortgage.

At the close of escrow, the mortgagee or beneficiary will furnish Grantor with good and sufficient receipt showing the monies credited against the indebtedness secured by the mortgage or Deed(s) of Trust.

8. LEASE WARRANTY.

- A. Disclosed Leases. Grantor warrants that there are no oral or written leases on any portion of the Property. Grantor further agrees to hold harmless and reimburse VTA for any and all losses or expenses resulting or arising from any lease(s) on the Property not listed among the Disclosed Leases.
- B. Documentation from Lessees. Further, if there exist either recorded or unrecorded leases, the Parties agree that at VTA's sole discretion, escrow will not close and this Agreement will become all or in part null and void if escrow holder fails to receive adequate documentation (such as a quitclaim Deed and/or tenant consent) establishing that lessee has agreed to claim no interest in the Property (including, but not limited to, improvements to realty) or any compensation for same and further enables VTA to obtain sufficient title insurance.
- C. Survival. The provisions of this Section will survive the close of escrow and the recordation of Deed.

3-2-20 9:24

9. DISMISSAL OF ACTION IN EMINENT DOMAIN; SATISFACTION OF ALL CLAIMS.

Grantor consents to the dismissal of any eminent domain action involving the Property and waives any and all claims to any monies, including, but not limited to, attorney fees, as a result of said dismissal and/or that may now be on deposit in such action. The provisions of this Section will survive the close of escrow and recordation of the Deed.

10. FAILURE OF CLOSE OF ESCROW

In the event that close of escrow does not occur as a result of Grantor's failure to meet its obligations under this Agreement, Grantor acknowledges and agrees to the following:

- A. VTA may take any and all legal actions necessary to enforce this Agreement including an action for specific performance. In addition, the VTA's Board of Directors (the "**VTA Board**") may consider and adopt a Resolution of Necessity to condemn the Property;
- B. If the VTA Board adopts a Resolution of Necessity, such adoption will not be deemed to terminate this Agreement, unless VTA elects to terminate this Agreement (in whole or in part) in writing; the terms of any provision not terminated will thereafter continue in effect until either a settlement is reached or a final order of condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by the court. In no event, will VTA's right of possession set forth in **Section 4** of this agreement be deemed terminated until a court issues a final order of condemnation or the parties reach settlement; and

- C. Further, in the event the VTA Board adopts the Resolution of Necessity, VTA, at its sole discretion, will instruct the escrow agent to release the amount deposited in escrow to VTA. VTA thereafter will deposit the amount of the Appraisal Value to Grantor with the State Condemnation Fund pursuant to CCP Section 1255.010 *et seq.* The date of valuation under California Code of Civil Procedure (CCP) Section 1263.110 *et seq.* will be deemed to be the date upon which VTA deposited the Purchase Price into escrow.

Notwithstanding the foregoing, nothing in this Agreement, will be deemed to: (a) abrogate or limit the responsibility of any party hereto to comply with the terms of this Agreement and close escrow in a timely manner pursuant to the provisions hereof; (b) abrogate or limit the right of VTA to exercise any legal right or remedy it may have at law or in equity in order to enforce this Agreement or receive damages for breach thereof; and/or (c) dictate, preclude, or limit, in any way, the VTA Board's exercise of its discretion in determining whether or not to adopt a Resolution of Necessity in the event that escrow does not close in a timely manner.

11. IMPROVEMENTS.

Except as may be otherwise provided herein, the Purchase Price for the Property includes compensation for any and all improvements to realty thereon, which Grantor covenants and warrants that he/she/it owns, and VTA will have the right to remove such improvements upon VTA's taking possession of the Property pursuant to this Agreement.

12. HAZARDOUS WASTE MATERIAL.

- A. Value of Property. It is understood that the Property may contain Hazardous Materials (as defined in **Section 12.D**, below). The purchase price herein reflects the fair market value of the Property without the presence of Hazardous Materials contamination. If remediation of Hazardous Materials on or under the Property is required, VTA may elect to recover its clean-up costs from any party legally responsible therefor, including any party in the chain of title.
- B. Representation and Warranty. Grantor hereby represents and warrants that during the period of Grantor's ownership of the Grantor's Property, there have been no disposals, releases or threatened releases of Hazardous Materials on, from, or under the Grantor's Property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of Hazardous Materials on, from or under the Grantor's Property that have occurred prior to Grantor taking title to the Property.
- C. Indemnification. Grantor hereby agrees to indemnify, defend and hold VTA harmless from any and all past, present and future claims, losses, liabilities, obligations, or causes of action arising out of or connected with the presence, disposal or release of Hazardous Materials on, from, or under the Property, during the period of Grantor's ownership thereof (except to the extent that such Hazardous Materials may have been introduced onto the Property by VTA

during the period of VTA's possession of the Property prior to the close of escrow).

- D. Definition of Hazardous Materials. For purposes of this Agreement, "**Hazardous Materials**" means any material, waste, chemical, compound, substance, mixture, or byproduct that is identified, defined, designated, listed, restricted or otherwise regulated under any federal, state or local law or regulation as a "hazardous constituent", "hazardous substance", hazardous material", "hazardous waste constituent", "infectious waste", "medical waste", "biohazardous waste", "extremely hazardous waste", "pollutant", "toxic pollutant", "toxic substance", "regulated substance", or "contaminant", or any other formulation intended to classify substances by reason of Property that are deleterious to the environment, natural resources, wildlife or human health or safety, including without limitation, ignitability, infectiousness, corrosiveness, radioactivity, carcinogenicity, toxicity and reproductive toxicity. Hazardous Material includes without limitation any form of natural gas, petroleum products or any fraction thereof, asbestos, asbestos containing materials, polychlorinated biphenyls ("PCBs"), materials containing PCBs, and any substance that, due to its characteristics or interaction with one or more other materials, wastes, chemicals, compounds, substances, mixtures or byproducts, damages or threatens to damage the environment, natural resources, wildlife or human health or safety.
- E. The provisions of this Section will survive the close of escrow and recordation of the Deed.

13. COST TO CURE AND DAMAGES TO REMAINDER.

The Parties agree that included in the Purchase Price of the Property set forth above is full compensation to Grantor for any and all expenses for improvements to the Property and damages, if any, to the remainder of Grantor's Property.

14. SEVERABILITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

15. GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

16. PUBLIC PURPOSE.

VTA requires the Property, which is not now appropriated to a public use, for the Project, and VTA can acquire the Property through the exercise of the power of eminent domain.

Both Grantor and VTA recognize the expense, time, effort and risk to both Grantor and VTA in resolving a dispute over compensation for the Property by eminent domain litigation; and, the compensation set forth herein is in compromise and settlement, in lieu of such litigation.

17. AUTHORITY AND EXECUTION.

Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

18. EXHIBITS.

All exhibits attached hereto are incorporated herein by reference.

19. AMENDMENT.

This Agreement may be amended only by a writing signed by each of the Parties hereto.

20. INTERPRETATION OF AGREEMENT.

The Parties hereto acknowledge and agree that, although this Agreement has been drafted by VTA's legal counsel, Grantor or its legal counsel have reviewed and negotiated, or had an opportunity to review and negotiate, the terms of this Agreement. Consequently, the doctrine that ambiguities in an agreement should be resolved against the drafting party will not be employed in connection with this Agreement and this Agreement will be interpreted in accordance with its fair meaning.

21. CAPTIONS.

The captions and subject headings of this Agreement are included for convenience only and will not affect the interpretation or construction of this Agreement.

22. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but such counterparts together will constitute one and the same instrument.

23. ENTIRE AGREEMENT.

This Agreement represents the full and complete understanding of the Parties with respect to the Property and the Project. Any prior or contemporaneous oral or written agreements by and between the Parties or their agents and representatives with respect to the Property or the Project are revoked and extinguished by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows:

**SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY, A
CALIFORNIA SPECIAL DISTRICT**

**GRANTOR:
COUNTY OF SANTA CLARA OF THE
STATE OF CALIFORNIA**

60
70
80
90
00

By: _____
Raj Srinath, Deputy General Manager/Chief
Financial Officer
By Delegation of Authority for:
Nuria I. Fernandez, General Manager/CEO

By: _____
S. Joseph Simitian
President
Board of Supervisors
County of Santa Clara

Date

Date

APPROVED AS TO FORM:

Attested by:

By: _____
Victor A. Pappalardo
Senior Assistant Counsel

Megan Doyle
Clerk of the Board of Supervisors

Date

DELEGATION OF AUTHORITY

EASTRIDGE BART REGIONAL CONNECTOR PROJECT-CAPITOL EXPRESSWAY
LIGHT RAIL PROJECT ("EBRC PROJECT")

Pursuant to Sections 1-6 and 5-3 of the Santa Clara Valley Transportation Authority Administrative Code, adopted December 20, 1994 and as amended through June 7, 2018, I hereby delegate ("Delegation") to Raj Srinath, Deputy General Manager/Chief Financial Officer, in connection with the EBRC Project: (i) the authority to accept deeds, easements and other conveyances, as well as execute documents for such transactions, on behalf of VTA; (ii) execute and bind VTA to real property license agreements, permits, certifications, and purchase and sale agreements for real property and real property rights; and (iii) execute real property purchase and possession and use agreements incident to the exercise of eminent domain power by VTA, and as authorized by actions of the Board of Directors on September 5, 2019, effective on the date below.

This Delegation supersedes the delegation of authority for CELR PROPERTY ACQUISITIONS dated 12/16/15.

Dated: 9/11/2019

Delegated by:
Nuria I. Fernandez
Nuria I. Fernandez
General Manager/CEO

APPROVED AS TO FORM:

Delegated by:
Susana Inda
Susana Inda
Staff Attorney II

EXHIBIT "A"

Recording requested by and return to:

Santa Clara Valley Transportation Authority
Real Estate & Transit-Oriented Development
3331 N. First Street, Building A
San Jose, CA 95134

Record Without Fee
Govt. Code. §6103 & §27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Eastridge to BART Regional Connector-Capitol Expressway
Light Rail Project
Parcel Identification No.: EBRC1240-01
APN.: 491-05-020
Santa Clara County, California

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 AND 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **COUNTY OF SANTA CLARA OF THE STATE OF CALIFORNIA**, hereinafter referred to as "**Grantor**," hereby grants to the **SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**, a California Special District, its assigns and successors, hereinafter referred to as "**Grantee**", that certain real property and interests therein, situated in the City of San Jose, County of Santa Clara, State of California, more particularly described and depicted in **Exhibit "A"** attached hereto and made a part hereof.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this ____ day of _____, 202____.

GRANTOR:
COUNTY OF SANTA CLARA OF THE STATE OF CALIFORNIA

By: _____
S. Joseph Simitian
President
Board of Supervisors
County of Santa Clara

Attested by:

Megan Doyle
Clerk of the Board of Supervisors

2024

EXHIBIT "A"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 _____)

On _____, (Date), before me, _____ (Name and Title of the Officer), personally appeared, _____, _____, Notary Public, 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 of Notary Public



EXHIBIT "A"

EXHIBIT "A"



October 3, 2019
Parcel: EBRC1240-01
Page 1 of 2

LEGAL DESCRIPTION EASTRIDGE TO BART REGIONAL CONNECTOR

APN: 491-05-020

REAL PROPERTY situated in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcels D & E, as shown on that certain Amended Record of Survey, filed for record on August 1, 1972, in Book 305 of Maps, Page 36, Santa Clara County Records, more particularly described as follows:

BEGINNING at the most westerly corner of said Parcel D, lying on the southeasterly line of Swift Lane (60 feet wide);

Thence along said southeasterly line, the following two (2) courses:

1. North 53°40'19" East, 1.30 feet to the beginning of a tangent curve to the right;
2. Along said tangent curve, having a radius of 40.00 feet, through a central angle of 7°38'27" for an arc distance of 5.33 feet;

Thence South 28°41'15" East, 9.00 feet to a line parallel with and 9.00 feet southeasterly of said southeasterly line and southwesterly of the southwesterly line of Capitol Expressway (as shown on said map), being the beginning of a non-tangent curve to the right;

Thence along said parallel line the following two (2) courses:

1. Southeasterly, along said non-tangent curve, having a radius of 31.00 feet, the radial line of which bears North 28°41'15" West, through a central angle of 90°02'18" for an arc length of 48.71 feet;
2. Along said parallel line and its southeasterly prolongation, South 28°38'56" East, 236.04 feet to the beginning of a non-tangent curve to the right, lying on the northwesterly line of Tully Road (as shown on said map);

Thence southwesterly along said non-tangent curve and along said northwesterly line, having a radius of 60.00 feet, the radial line of which bears South 86°51'36" East, through a central angle of 42°28'03" for an arc length of 44.47 feet;

Thence continuing along said northwesterly line, South 45°36'28" West, 5.49 feet to a line parallel with and 49.00 feet southwesterly of said southwesterly line of Capitol Expressway;

Thence along said parallel line, North 28°38'56" West, 302.82 feet to the **TRUE POINT OF BEGINNING**.

3-2-20 9:24

EXHIBIT "A"

EXHIBIT "A"



October 3, 2019
Parcel: EBRC1240-01
Page 2 of 2

Containing an area of 11,268 square feet, more or less.

Plat Exhibit attached and by this reference made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1991.35. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00004590.

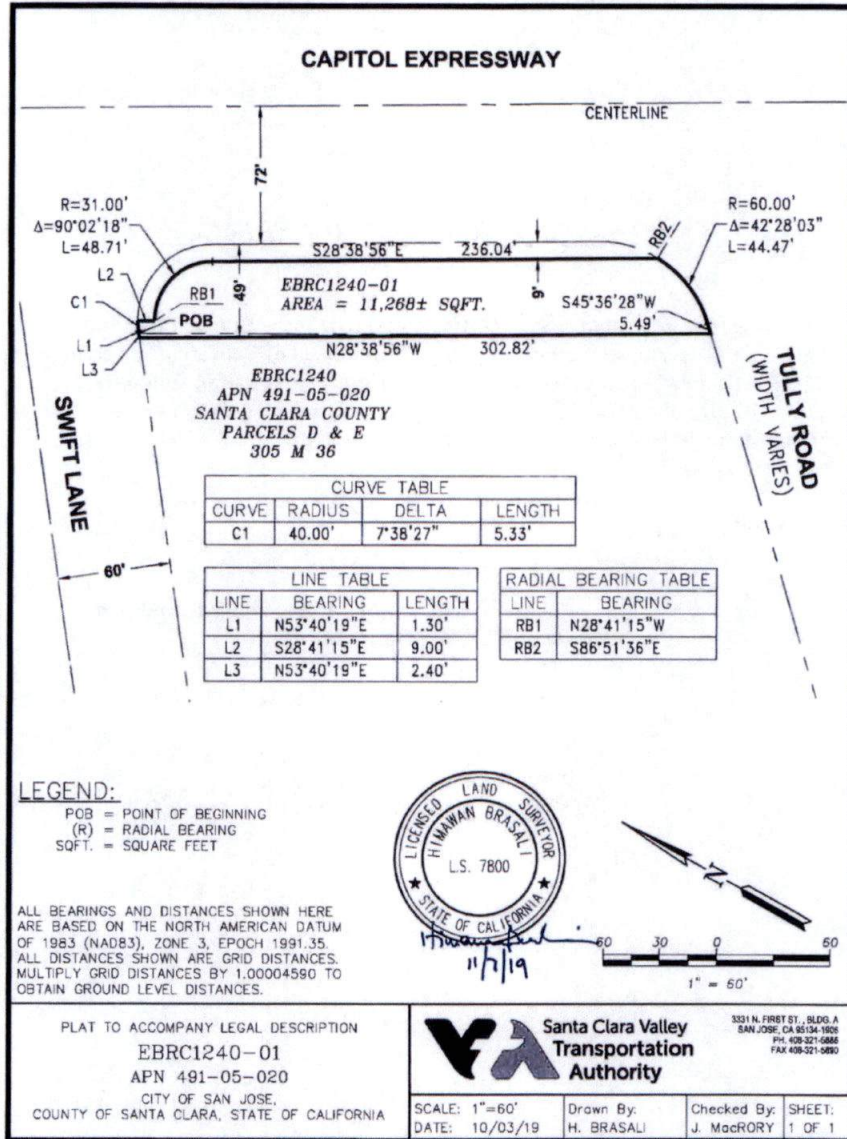
11/7/19
Date



Himawan Brasali
Himawan Brasali, LS 7800
Senior Land Surveyor

EXHIBIT "A"

EXHIBIT "A"



3-2-20 9:24

EXHIBIT "A"

Project: Eastridge to BART Regional Connector-Capitol
Expressway Light Rail
PIN.: 1240-01
Grantor: County of Santa Clara of The State of California
Deed Type: Grant Deed

CERTIFICATE OF ACCEPTANCE

(Govt. Code, Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the Santa Clara Valley Transportation Authority (VTA), State of California, is hereby accepted by the undersigned officer on behalf of the Santa Clara Valley Transportation Authority, in accordance with Section 5-3 of the Administrative Code of the Authority adopted December 20, 1994, and the Grantee consents to recordation thereof by its duly authorized officer.

Executed this _____ day of _____, 202_____.

Santa Clara Valley Transportation Authority,
a California Special District

By: _____
Raj Srinath, Deputy General Manager/Chief Financial Officer
By Delegation of Authority for:
Nuria I. Fernandez, General Manager/CEO

EXHIBIT "A"

DocuSign Envelope ID: FD0C90EA-3B44-43FA-9341-604E760E64FF

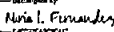
DELEGATION OF AUTHORITY

EASTRIDGE BART REGIONAL CONNECTOR PROJECT-CAPITOL EXPRESSWAY LIGHT RAIL PROJECT ("EBRC PROJECT")


Pursuant to Sections 1-6 and 5-3 of the Santa Clara Valley Transportation Authority Administrative Code, adopted December 20, 1994 and as amended through June 7, 2018, I hereby delegate ("Delegation") to Raj Srinath, Deputy General Manager/Chief Financial Officer, in connection with the EBRC Project: (i) the authority to accept deeds, easements and other conveyances, as well as execute documents for such transactions, on behalf of VTA; (ii) execute and bind VTA to real property license agreements, permits, certifications, and purchase and sale agreements for real property and real property rights; and (iii) execute real property purchase and possession and use agreements incident to the exercise of eminent domain power by VTA, and as authorized by actions of the Board of Directors on September 5, 2019, effective on the date below.

This Delegation supersedes the delegation of authority for CELR PROPERTY ACQUISITIONS dated 12/16/15.

Dated: 9/11/2019 _____

Delegated by

Nuria I. Fernandez
General Manager/CEO

APPROVED AS TO FORM:

Delegated by

Susana Inda
Staff Attorney II

60
-
70
80
90
00

3 - CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 _____)

60
10
10
10
10

On _____, (Date), before me, _____ (Name and Title of the Officer), personally appeared, _____

_____, Notary Public, 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 of Notary Public



Recording requested by and return to:

Santa Clara Valley Transportation Authority
Real Estate & Transit-Oriented Development
3331 N. First Street, Building A
San Jose, CA 95134

3 - 27 - 20 9 : 24

Record Without Fee
Govt. Code. §6103 & §27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Eastridge to BART Regional Connector-Capitol Expressway
Light Rail Project
Parcel Identification No.: EBRC1240-01
APN.: 491-05-020
Santa Clara County, California

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 AND 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **COUNTY OF SANTA CLARA OF THE STATE OF CALIFORNIA**, hereinafter referred to as "**Grantor**," hereby grants to the **SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**, a California Special District, its assigns and successors, hereinafter referred to as "**Grantee**", that certain real property and interests therein, situated in the City of San Jose, County of Santa Clara, State of California, more particularly described and depicted in **Exhibit "A"** attached hereto and made a part hereof.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this ____ day of _____, 202_____.

GRANTOR:
COUNTY OF SANTA CLARA OF THE STATE OF CALIFORNIA

By: _____
S. Joseph Simitian
President
Board of Supervisors
County of Santa Clara

Attested by:

Megan Doyle
Clerk of the Board of Supervisors

EXHIBIT "A"



October 3, 2019
Parcel: EBRC1240-01
Page 1 of 2

LEGAL DESCRIPTION EASTRIDGE TO BART REGIONAL CONNECTOR

APN: 491-05-020

REAL PROPERTY situated in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcels D & E, as shown on that certain Amended Record of Survey, filed for record on August 1, 1972, in Book 305 of Maps, Page 36, Santa Clara County Records, more particularly described as follows:

BEGINNING at the most westerly corner of said Parcel D, lying on the southeasterly line of Swift Lane (60 feet wide);

Thence along said southeasterly line, the following two (2) courses:

1. North 53°40'19" East, 1.30 feet to the beginning of a tangent curve to the right;
2. Along said tangent curve, having a radius of 40.00 feet, through a central angle of 7°38'27" for an arc distance of 5.33 feet;

Thence South 28°41'15" East, 9.00 feet to a line parallel with and 9.00 feet southeasterly of said southeasterly line and southwesterly of the southwesterly line of Capitol Expressway (as shown on said map), being the beginning of a non-tangent curve to the right;

Thence along said parallel line the following two (2) courses:

1. Southeasterly, along said non-tangent curve, having a radius of 31.00 feet, the radial line of which bears North 28°41'15" West, through a central angle of 90°02'18" for an arc length of 48.71 feet;
2. Along said parallel line and its southeasterly prolongation, South 28°38'56" East, 236.04 feet to the beginning of a non-tangent curve to the right, lying on the northwesterly line of Tully Road (as shown on said map);

Thence southwesterly along said non-tangent curve and along said northwesterly line, having a radius of 60.00 feet, the radial line of which bears South 86°51'36" East, through a central angle of 42°28'03" for an arc length of 44.47 feet;

Thence continuing along said northwesterly line, South 45°36'28" West, 5.49 feet to a line parallel with and 49.00 feet southwesterly of said southwesterly line of Capitol Expressway;

Thence along said parallel line, North 28°38'56" West, 302.82 feet to the **TRUE POINT OF BEGINNING**.

3-2-20 9:25

EXHIBIT "A"



October 3, 2019
Parcel: EBRC1240-01
Page 2 of 2

Containing an area of 11,268 square feet, more or less.

Plat Exhibit attached and by this reference made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1991.35. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00004590.

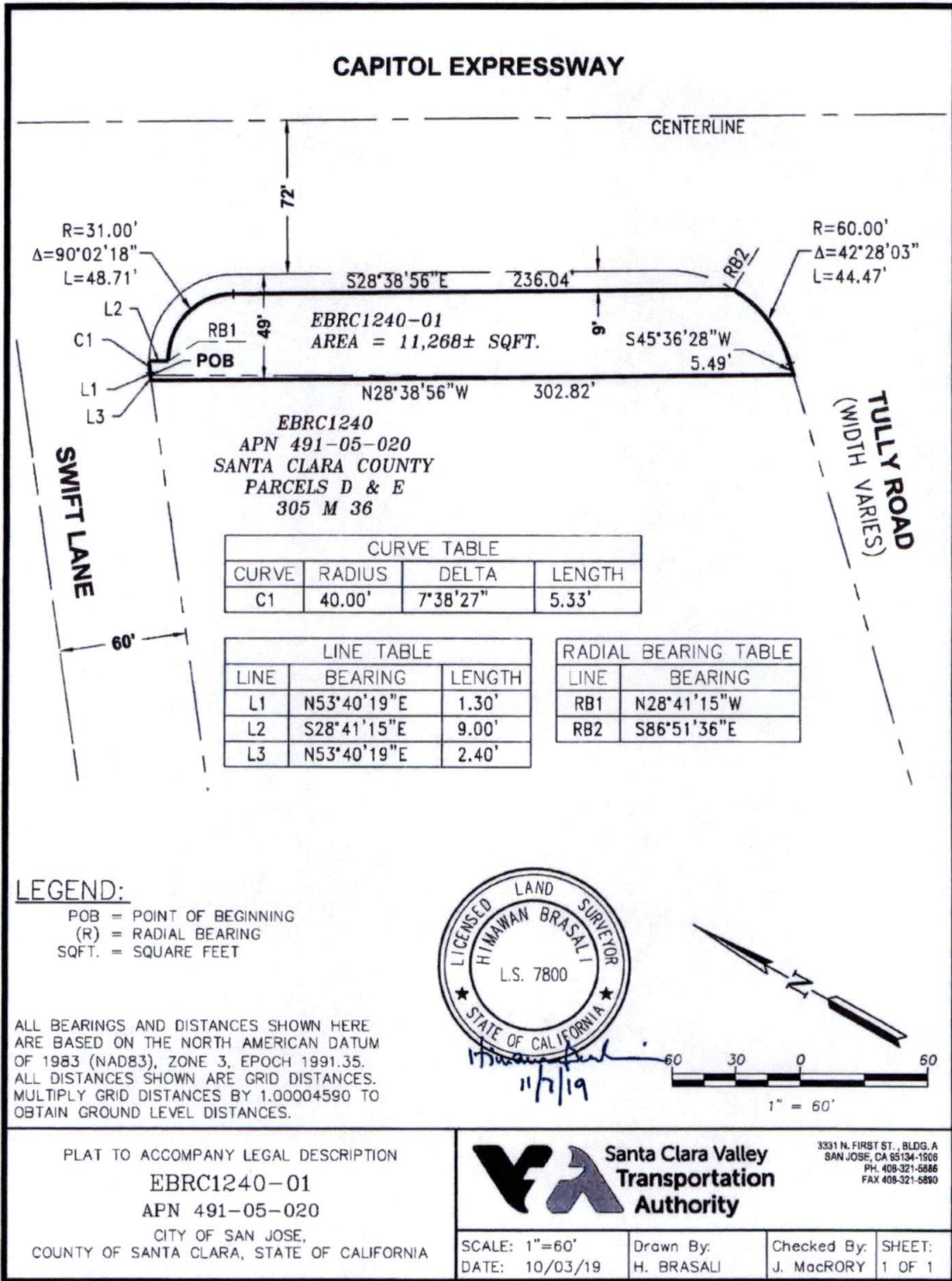
11/7/19
Date



Himawan Brasali
Himawan Brasali, LS 7800
Senior Land Surveyor

3-2-20 9:25

EXHIBIT "A"



3-2-20 9:25

S:\VIA PROJECTS\CELR\F-0787\CELR LR EXT TO ETC\PLATS-LEGALS-MA-PCHECKS\CAD\ EBRC1240-01.dwg Layout1 Nov 7, 2019 - 10:37am

Project: Eastridge to BART Regional Connector-Capitol Expressway Light Rail
PIN.: 1240-01
Grantor: County of Santa Clara of The State of California
Deed Type: Grant Deed

CERTIFICATE OF ACCEPTANCE

(Govt. Code, Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the Santa Clara Valley Transportation Authority (VTA), State of California, is hereby accepted by the undersigned officer on behalf of the Santa Clara Valley Transportation Authority, in accordance with Section 5-3 of the Administrative Code of the Authority adopted December 20, 1994, and the Grantee consents to recordation thereof by its duly authorized officer.

Executed this _____ day of _____, 202_____.

Santa Clara Valley Transportation Authority,
a California Special District

By: _____
Raj Srinath, Deputy General Manager/Chief Financial Officer
By Delegation of Authority for:
Nuria I. Fernandez, General Manager/CEO

DELEGATION OF AUTHORITY

EASTRIDGE BART REGIONAL CONNECTOR PROJECT-CAPITOL EXPRESSWAY
LIGHT RAIL PROJECT ("EBRC PROJECT")

Pursuant to Sections 1-6 and 5-3 of the Santa Clara Valley Transportation Authority Administrative Code, adopted December 20, 1994 and as amended through June 7, 2018, I hereby delegate ("Delegation") to Raj Srinath, Deputy General Manager/Chief Financial Officer, in connection with the EBRC Project: (i) the authority to accept deeds, easements and other conveyances, as well as execute documents for such transactions, on behalf of VTA; (ii) execute and bind VTA to real property license agreements, permits, certifications, and purchase and sale agreements for real property and real property rights; and (iii) execute real property purchase and possession and use agreements incident to the exercise of eminent domain power by VTA, and as authorized by actions of the Board of Directors on September 5, 2019, effective on the date below.

This Delegation supersedes the delegation of authority for CELR PROPERTY ACQUISITIONS dated 12/16/15.

3-2-20 9:25

Dated: 9/11/2019

Delegated by:
Nuria I. Fernandez
EMPLOYER/ACCOMPLISH:
Nuria I. Fernandez
General Manager/CEO

APPROVED AS TO FORM:

Delegated by:
Susana Inda
Susana Inda
Staff Attorney II

Recording requested by and return to:

Santa Clara Valley Transportation Authority
Real Estate & Transit-Oriented Development
3331 N. First Street, Building A
San Jose, CA 95134

3 - 2 - 20 9 : 25

Record Without Fee
Govt. Code. §6103 & §27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: Eastridge to BART Regional Connector-Capitol Expressway
Light Rail Project
Parcel Identification No.: EBRC1240-01
APN.: 491-05-020
Santa Clara County, California

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 AND 27383 OF THE CALIFORNIA GOVERNMENT CODE.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **COUNTY OF SANTA CLARA OF THE STATE OF CALIFORNIA**, hereinafter referred to as "**Grantor**," hereby grants to the **SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**, a California Special District, its assigns and successors, hereinafter referred to as "**Grantee**", that certain real property and interests therein, situated in the City of San Jose, County of Santa Clara, State of California, more particularly described and depicted in **Exhibit "A"** attached hereto and made a part hereof.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated this ____ day of _____, 202____.

GRANTOR:
COUNTY OF SANTA CLARA OF THE STATE OF CALIFORNIA

By: _____
S. Joseph Simitian
President
Board of Supervisors
County of Santa Clara

Attested by:

Megan Doyle
Clerk of the Board of Supervisors

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 _____)

CS
70
CS
40
CS

On _____, (Date), before me, _____ (Name and
Title of the Officer), personally appeared, _____

_____, Notary Public, 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 of Notary Public

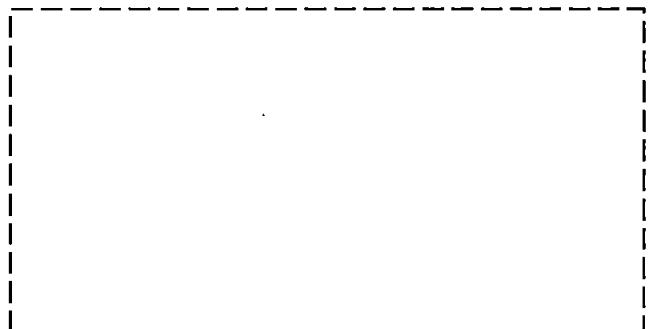


EXHIBIT "A"



October 3, 2019
Parcel: EBRC1240-01
Page 1 of 2

LEGAL DESCRIPTION EASTRIDGE TO BART REGIONAL CONNECTOR

APN: 491-05-020

REAL PROPERTY situated in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcels D & E, as shown on that certain Amended Record of Survey, filed for record on August 1, 1972, in Book 305 of Maps, Page 36, Santa Clara County Records, more particularly described as follows:

BEGINNING at the most westerly corner of said Parcel D, lying on the southeasterly line of Swift Lane (60 feet wide);

Thence along said southeasterly line, the following two (2) courses:

1. North 53°40'19" East, 1.30 feet to the beginning of a tangent curve to the right;
2. Along said tangent curve, having a radius of 40.00 feet, through a central angle of 7°38'27" for an arc distance of 5.33 feet;

Thence South 28°41'15" East, 9.00 feet to a line parallel with and 9.00 feet southeasterly of said southeasterly line and southwesterly of the southwesterly line of Capitol Expressway (as shown on said map), being the beginning of a non-tangent curve to the right;

Thence along said parallel line the following two (2) courses:

1. Southeasterly, along said non-tangent curve, having a radius of 31.00 feet, the radial line of which bears North 28°41'15" West, through a central angle of 90°02'18" for an arc length of 48.71 feet;
2. Along said parallel line and its southeasterly prolongation, South 28°38'56" East, 236.04 feet to the beginning of a non-tangent curve to the right, lying on the northwesterly line of Tully Road (as shown on said map);

Thence southwesterly along said non-tangent curve and along said northwesterly line, having a radius of 60.00 feet, the radial line of which bears South 86°51'36" East, through a central angle of 42°28'03" for an arc length of 44.47 feet;

Thence continuing along said northwesterly line, South 45°36'28" West, 5.49 feet to a line parallel with and 49.00 feet southwesterly of said southwesterly line of Capitol Expressway;

Thence along said parallel line, North 28°38'56" West, 302.82 feet to the **TRUE POINT OF BEGINNING**.

3-2-20 9:25

EXHIBIT "A"



October 3, 2019
Parcel: EBRC1240-01
Page 2 of 2

Containing an area of 11,268 square feet, more or less.

Plat Exhibit attached and by this reference made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1991.35. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00004590.

11/7/19
Date

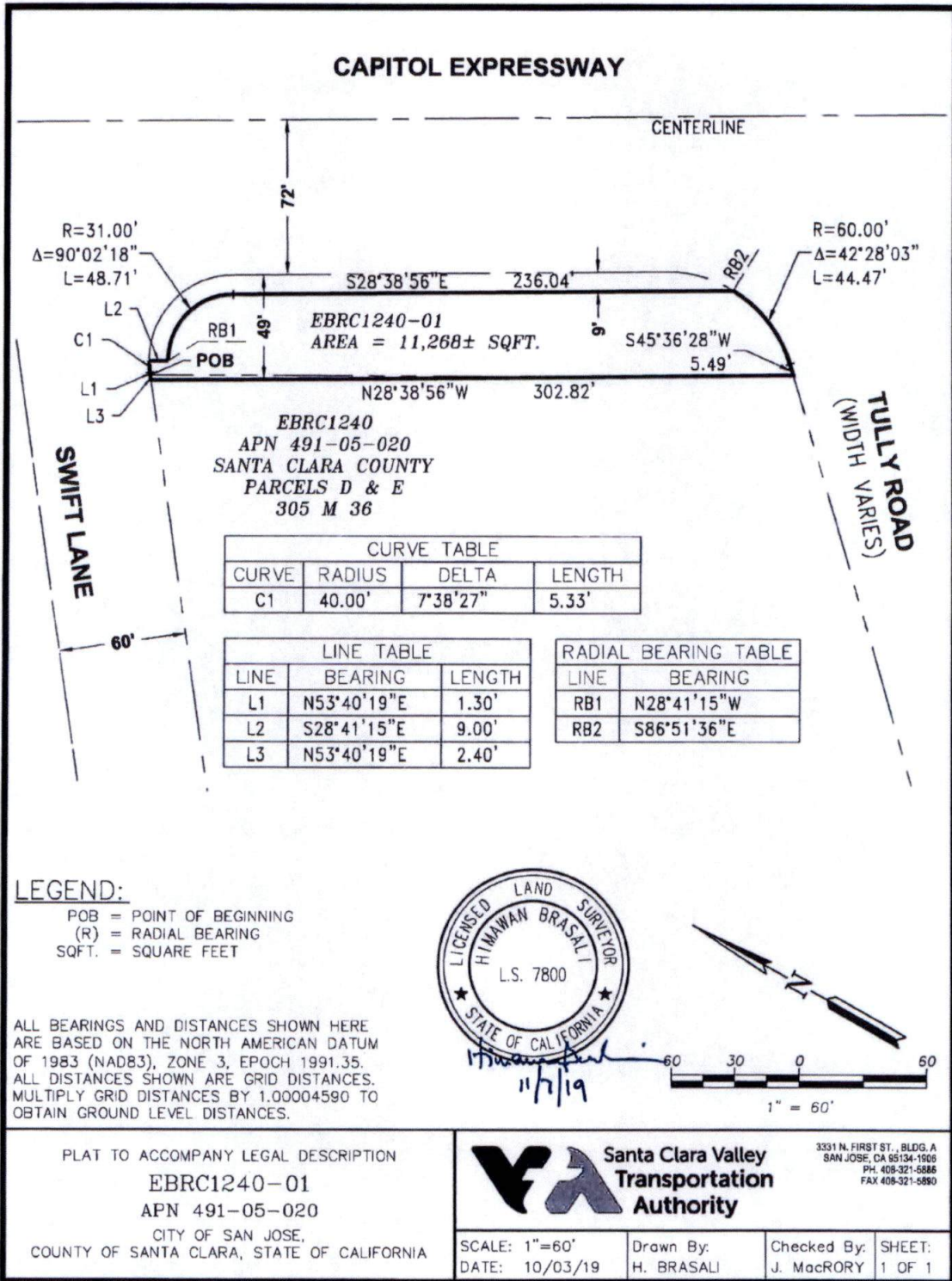


Himawan Brasali
Himawan Brasali, LS 7800
Senior Land Surveyor

3-2-20 9:25

EXHIBIT "A"

3-2-20 9:25



S:\VTA PROJECTS\CELR\F-0787\CELR LR EXH to ETC\PLATS-LEGALS-MAFPCHECKS\CAD\ EBRC1240\01.dwg layout11 Nov 7, 2019 - 10:37:00am

Project: Eastridge to BART Regional Connector-Capitol
Expressway Light Rail
PIN.: 1240-01
Grantor: County of Santa Clara of The State of California
Deed Type: Grant Deed

CERTIFICATE OF ACCEPTANCE

(Govt. Code, Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the Santa Clara Valley Transportation Authority (VTA), State of California, is hereby accepted by the undersigned officer on behalf of the Santa Clara Valley Transportation Authority, in accordance with Section 5-3 of the Administrative Code of the Authority adopted December 20, 1994, and the Grantee consents to recordation thereof by its duly authorized officer.

Executed this _____ day of _____, 202_____.

Santa Clara Valley Transportation Authority,
a California Special District

By: _____
Raj Srinath, Deputy General Manager/Chief Financial Officer
By Delegation of Authority for:
Nuria I. Fernandez, General Manager/CEO

DELEGATION OF AUTHORITY

EASTRIDGE BART REGIONAL CONNECTOR PROJECT-CAPITOL EXPRESSWAY
LIGHT RAIL PROJECT ("EBRC PROJECT")

Pursuant to Sections 1-6 and 5-3 of the Santa Clara Valley Transportation Authority Administrative Code, adopted December 20, 1994 and as amended through June 7, 2018, I hereby delegate ("Delegation") to Raj Srinath, Deputy General Manager/Chief Financial Officer, in connection with the EBRC Project: (i) the authority to accept deeds, easements and other conveyances, as well as execute documents for such transactions, on behalf of VTA; (ii) execute and bind VTA to real property license agreements, permits, certifications, and purchase and sale agreements for real property and real property rights; and (iii) execute real property purchase and possession and use agreements incident to the exercise of eminent domain power by VTA, and as authorized by actions of the Board of Directors on September 5, 2019, effective on the date below.

9
-
2
0
1
9

This Delegation supersedes the delegation of authority for CELR PROPERTY ACQUISITIONS dated 12/16/15.

Dated: 9/11/2019

Delegated by:
Nuria I. Fernandez
Nuria I. Fernandez
General Manager/CEO

APPROVED AS TO FORM:

Delegated by:
Susana Inda
Susana Inda
Staff Attorney II

3-2-20 9:26

Your Property.... Your Transportation Project

This is an informational pamphlet only. It is not intended to give a complete statement of all State or federal laws and regulations pertaining to the purchase of your property for a public use, the Relocation Assistance Program, technical legal definitions, or any form of legal advice.

ADA Notice

For individuals with disabilities, this document is available in alternate formats.

For information contact:
VTA Board Secretary's Office
3331 North First Street, Building B
San Jose, CA 95134-1906
Telephone: (408) 321-5680
Email: board.secretary@vta.org



Solutions that move you

TABLE OF CONTENTS

3 - 2 '20 9:26

INTRODUCTION	1
IMPORTANT TERMS USED IN THIS PAMPHLET	2
Acquisition.....	2
Agency	2
Appraisal	2
Condemnation	2
Easement.....	2
Eminent Domain	2
Fair Market Value.....	3
Improvements Pertaining to Realty	3
Just Compensation	3
Lien	3
Negotiation.....	3
Person.....	3
Personal Property	4
Property Interest.	4
Program or Project.....	4
PROPERTY APPRAISAL	4
JUST COMPENSATION.....	5
Buildings, Structures and Improvements.....	5
Tenant-owned Buildings, Structures and Improvements.....	5
Loss of Business Goodwill	6
THE WRITTEN OFFER.....	6
Partial Acquisition	7
Agreement between You and VTA.	7
ACQUISITIONS WHERE CONDEMNATION WILL NOT BE USED.....	7
PAYMENT FOR YOUR PROPERTY.....	7
LEGAL POSSESSION	8
SETTLEMENT.....	9
CONDEMNATION	9
Litigation Expenses	9
NONDISCRIMINATION - TITLE VI.....	10

INTRODUCTION

This pamphlet, "**Your Property.... Your Transportation Brochure,**" describes the Santa Clara Valley Transportation Authority's (VTA) land acquisition procedure. If you are notified that your property may be acquired for a project, it is important that you learn your rights under the applicable law. This pamphlet may not answer all of your questions. If you have more questions about the acquisition of your property, please contact a VTA real estate staff member at (408) 321-5777. Ask your questions before you sell your property. Afterwards, it may be too late.

Government programs designed to benefit the public as a whole often result in acquisition of private property and, sometimes, in the displacement of people from their residences, businesses or farms. Our State and federal constitutions authorize the acquisition of private property for public use and assure full protection of the rights of each citizen. If you receive notice that VTA may be interested in purchasing property which you own or occupy, the requirements for relocation are explained in a brochure entitled "**Relocation Assistance Program for Businesses, Farms and Non-Profit Organizations (under federal and federal-aid programs) Brochure**" and "**Residential Assistance Program for Households (under federal and federal-aid programs).**"

VTA has established a land acquisition procedure to promote public confidence in VTA's land acquisition practices and to assure that owners of property located within a proposed project are treated consistently and fairly.

Project location is selected after thorough social, economic, engineering and environmental analysis, as well as consideration of expressed public desires. The responsibility for studying potential sites for a VTA transportation project rests with a team of specially trained individuals selected to do this important job. Several months are spent in preliminary study and investigation to consider possible locations for a project. Participation by private citizens and public agencies is actively sought so that various views can be considered in the study process. The goal is the greatest public good and the least private injury or inconvenience while rendering the best possible service.

IMPORTANT TERMS USED IN THIS PAMPHLET

Acquisition

Acquisition is the process of acquiring real property (real estate) or some interest therein.

Agency

An agency can be a government organization (federal, state or local), a non-governmental organization (such as a utility company), or a private person using Federal or State of California financial assistance for a program or project that acquires real property or displaces a person.

Appraisal

An appraisal is a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

Condemnation

Condemnation is the legal process of acquiring private property for public use or purpose through an agency's power of eminent domain. Condemnation is usually not used until all attempts to reach a mutually satisfactory agreement through negotiations have failed. An agency then goes to court to acquire the needed property.

Easement

In general, an easement is the right of one person to use all or part of the property of another person for some specific purpose. Easements can be permanent or temporary (i.e., limited to a stated period of time). The term may be used to describe either the right itself or the document conferring the right. Some examples are:

- A permanent easement for utilities;
- A permanent easement for perpetual maintenance of drainage structures;
- A temporary easement to allow reconstruction of a driveway during construction.

Eminent Domain

Eminent domain is the right of government to take private property for public use. In the United States, just compensation must be paid for private property acquired for federally-funded programs or projects.

Fair Market Value

3 - 2 '20 9:26

The fair market value of a property is the highest price on a date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for doing so, nor obligated to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

Improvements Pertaining to Realty

Generally, an improvement is a structure erected permanently for use on a site, such as buildings, fences, etc. However, an improvement pertaining to the realty may also be personal property which is attached to real property, and is legally treated as real property while it is so attached. Fixtures, not specifically excepted from an accepted offer to purchase, pass with the real estate.

Just Compensation

Just compensation is the price that VTA must pay to acquire real property. A VTA official determines the amount of just compensation to be offered to you for the property needed. That amount may not be less than the amount established in the approved appraisal report as the fair market value for your property. If you and VTA cannot agree on the amount of just compensation to be paid for the property needed, and it becomes necessary for VTA to use the condemnation process, the amount determined by the court will be the amount of just compensation for your property.

Lien

A lien is a charge against a property, in which the property is the security for payment of a debt. A mortgage is an example of a lien. So are taxes. Customarily, liens must be paid in full when the property is sold.

Negotiation

Negotiation is the process used by VTA to reach an amicable agreement with a property owner for the acquisition of needed property. An offer is made for the purchase of property in person, or by mail, and the offer is discussed with the owner.

Person

A person is an individual, a partnership, a sole proprietor, a corporation, an association, or a non-profit organization.

Personal Property

3 - 2 '20 9 :26

In general, personal property is property that can be moved. It is not permanently attached to, or a part of, the real property. Personal property is not to be included and valued in the appraisal of real property.

Property Interest

An interest is a right, title, or legal share in something. People who share in the ownership of real property have an interest in the property.

Program or Project

A program or project is any activity or series of activities undertaken by VTA where Federal or State financial assistance is used in any phase of the program or project.

PROPERTY APPRAISAL

VTA determines what specific property needs to be acquired for a public program or project after the project has been planned and government requirements have been met.

If your property, or a portion of it, needs to be acquired, you, the property owner, will be notified as soon as possible of (1) VTA's interest in acquiring your property, (2) VTA's obligation to secure any necessary appraisals, and (3) any other useful information.

When VTA begins the acquisition process, the first personal contact with you, the property owner, should be no later than during the appraisal of the property. You will be contacted to schedule to an appointment for an appraiser to inspect your property. The appraiser is responsible for determining the fair market value of the property. VTA will use the appraisal report to establish the amount of just compensation to be offered to you for the property required to construct the project.

You, or a representative that you designate, will be invited to accompany the appraiser during the inspection of your property. You are encouraged to accompany the appraiser so that you can point out any unusual or hidden features of your property. At this time, you should advise the appraiser if any of these conditions exist:

- There are other persons who have ownership or interest in the property.
- There are tenants on the property.
- Items of real or personal property that belong to someone else are located on your property.
- The presence of hazardous material, underground storage tanks or utilities.

This is your opportunity to tell the appraiser about anything relevant to your property, including other properties in your area that have recently sold. The appraiser will inspect your property and note its physical characteristics. He or she will review sales of properties similar to yours in order to compare the facts of those sales with the facts about your property. The appraiser will analyze all elements that affect value.

The appraiser must consider normal depreciation and physical deterioration that has taken place. By law, the appraiser must disregard the influence of the future public project on the value of the property.

A property owner is entitled to obtain an independent appraisal of property to be purchased under the threat of eminent domain. VTA will offer to pay an owner the reasonable cost of this independent appraisal in an amount not to exceed \$5,000. If the property is an owner-occupied residential property containing no more than four residential units, California law provides that the owner, upon request, may review a copy of the appraisal report upon which the offer is based.

JUST COMPENSATION

Once the appraisal of fair market value is complete, VTA sets the amount of just compensation upon receipt of the approved appraisal. This amount will never be less than the fair market value established by the approved appraisal.

If VTA is only acquiring a part of your property, there may be damages to your remaining property. Any allowable damages will be reflected in the just compensation amount and will be offset by project benefits, if any. VTA will prepare a written offer of just compensation for you when negotiations begin.

Buildings, Structures and Improvements

Sometimes buildings, structures, or other improvements are located on the property to be acquired. If the appraiser determines they are real property and will be removed or adversely affected by the public project, their value will be determined and included in the appraisal. An improvement will be valued as real property regardless of who owns it.

Tenant-Owned Buildings, Structures and Improvements

Sometimes tenants lease real property and build or add improvements for their use. Frequently, they have the right or obligation to remove the improvements at the expiration of the lease term. If, under State law, the improvements are considered to be real property and it is determined that the tenant owns the improvements, VTA will make an offer to the tenants to acquire these improvements as real property. Just compensation for an improvement is the amount that the improvement contributes to the fair market value of the real property.

In order to be paid for these improvements, the tenant-owner must assign, transfer, and release to VTA all right, title, and interest in the improvements. Also, the owner of the real property on which the improvements are located must disclaim all interest in the improvements.

For an improvement, just compensation is the amount that the improvement contributes to the fair market value of the whole property, or its value for removal from the property (salvage value), whichever amount is greater.

If improvements are considered personal property, the tenant-owner may be reimbursed for moving them under the relocation assistance program.

VTA will personally contact the tenant-owners of improvements to explain the procedures to be followed. Any payments must be in accordance with Federal rules and applicable State laws.

Loss of Business Goodwill

Additionally, an owner of a business conducted on the property to be acquired may be entitled to compensation for loss of goodwill. Your Acquisition Agent will provide additional information regarding this benefit.

THE WRITTEN OFFER

After VTA establishes the just compensation, VTA will begin negotiations with you or your designated representative by delivering the written offer of just compensation for the purchase of the real property. If practical, this offer will be delivered in person by a representative of VTA. Otherwise, the offer will be made by mail and followed up with a contact in person or by telephone.

VTA's written offer will consist of a written summary statement that includes all of the following information:

- The amount offered as just compensation.
- The description and location of the property and the interest to be acquired.
- The identification of the buildings and other improvements that are considered to be part of the real property.

VTA will give you a reasonable amount of time to consider the written offer and ask questions or seek clarification of anything that is not understood.

3 - 2 - 20 9:26

If you believe that all relevant material was not considered during the appraisal, you may present such information at this time. Modifications in the proposed terms and conditions of the purchase may be requested. VTA will consider any reasonable requests that are made during negotiations.

Partial Acquisition

Often VTA does not need all the property you own. VTA will usually purchase only what it needs and must state the amount to be paid for the part to be acquired. In addition, an amount will be stated separately for damages and benefits, if any, to the portion of the property you will keep.

If VTA determines that the remainder property will have little or no value or use to you, VTA will consider this remainder to be an uneconomic remnant and will offer to purchase it. You have the option of accepting the offer for purchase of the uneconomic remnant or keeping the property.

Agreement between You and VTA

When you reach agreement with VTA on the offer, you will be asked to sign one or more documents which may include a purchase agreement, an easement deed and/or a grant deed.

VTA may not take any action to force you into accepting its offer. It similarly may not take any coercive action designed to force an agreement regarding the price to be paid for your property.

If you do not reach an agreement with VTA within a reasonable amount of time, VTA will request authority from the VTA Board of Directors to file a condemnation action. You will be given an opportunity to appear before the Board to question whether public interest, necessity, planning and location of the project require your property. The Board of Directors does not hear arguments regarding valuation.

PAYMENT FOR YOUR PROPERTY

The next step in the acquisition process is payment for your property. Payment to satisfy outstanding loans or liens will be made through a title company escrow as in any other real estate transaction. Your incidental expenses will also be paid or reimbursed.

Incidental expenses are reasonable expenses incurred as a result of transferring title to the agency, such as:

- Recording fees and transfer taxes.
- Documentary stamps.

3-2-20 9:26

- Evidence of title, however, the agency is not required to pay costs required solely to perfect your title or to assure that the title to the real property is entirely without defect.
- Surveys and legal descriptions of the real property.
- Other similar expenses necessary to convey the property to VTA.

Penalty costs and other charges for prepaying any pre-existing recorded mortgage entered into in good faith encumbering the real property will be reimbursed.

The pro rata share of any prepaid real property taxes that can be allocated to the period after VTA obtains title to the property or takes possession of it, will be reimbursed. However, if possible, VTA will pay these costs directly so that you will not need to pay the costs and then claim reimbursement.

LEGAL POSSESSION

VTA may not take legal possession of your property unless:

- You have been paid the agreed purchase price, or
- In the case of condemnation, VTA has deposited the amount of just compensation with the court - that is, the amount of VTA's approved appraisal of the fair market value of your property, or
- VTA has paid the amount of the court award of compensation in the condemnation proceeding, or
- You enter into a possession and use agreement or purchase and sale agreement with VTA that permits VTA to obtain legal possession.

If VTA takes legal possession while persons still occupy the property:

- All persons occupying the property must receive a written notice to move at least 90 days in advance of the required date to move. In this context, the term "person" includes residential occupants, homeowners, tenants, businesses, non-profit organizations, and farms.
- An occupant of a residence cannot be required to move until at least 90 days after a comparable replacement dwelling has been made available to the occupant. Only in unusual circumstances, such as when continued occupancy would constitute a substantial danger to the health or safety of the occupants, can vacation of the property be required in less than 90 days.

- If VTA permits you or your tenant to continue to occupy the property on a rental basis for a short term after VTA acquires it, the amount of rent required will not exceed the lesser of the fair rental value to a short-term occupier or the pro rata portion of the fair rental value for a typical rental period. If you or your tenant are an occupant of a dwelling, the rental for the dwelling will be within you or your tenant's financial means.

SETTLEMENT

VTA will make every effort to reach an agreement with you during negotiations. You may provide additional information, and make reasonable counter offers and proposals for VTA to consider. When it is in the public interest, most agencies use the information provided as a basis for administrative or legal settlements.

CONDEMNATION

If an agreement cannot be reached, VTA can acquire the property by exercising its power of eminent domain. It will do this by instituting formal condemnation proceedings with the court. The purpose of the trial is to determine the amount of compensation. Usually the trial is conducted before a Judge and jury. Both the property owner and VTA will have the opportunity to present evidence of value. The jury will determine the amount of just compensation, after being instructed as to the law by the Judge. In those cases where the parties choose not to have a jury, the Judge will decide the amount of compensation.

The Judgment is then prepared by legal counsel and signed by the Judge. It will state that upon deposit of the amount of the verdict with the court for benefit of the property owner, title will be transferred to public ownership. When VTA makes the deposit as required by the Judgment, the Final Order of Condemnation is signed by the Judge and recorded. This is the actual transfer of title.

Litigation Expenses

VTA pays the costs of its attorneys, engineering, appraisal and any other witnesses. It will also pay the jury fees and your incidental costs, as determined by law. The fee for filing your answer with the court is an example of such costs.

If the Judge feels that VTA's offer of settlement was unreasonable and the demand of the property owner was reasonable viewed in the light of the verdict, the property owner may receive litigation expenses. The Judgment is then prepared by counsel and signed by the Judge.

3-2-20 9:27

NON-DISCRIMINATION - TITLE VI

VTA grants all citizens equal access to all its transportation services. Title VI is a section of the Civil Rights Act of 1964 requiring that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

If you believe that you have been discriminated against because of your race, color or national origin, you may file a written complaint with the Santa Clara Valley Transportation Authority Employee Relations Office at the address below.

Santa Clara Valley Transportation
Authority Office of Employee Relations
3331 N. First Street, Building B, San Jose, CA 95134-1927

The information in this pamphlet is provided to assist you in understanding the requirements that must be met by VTA, as well as your rights and obligations, when VTA acquires property for a transportation project. If you need additional information, please contact a member of VTA Real Estate Staff at (408) 321-5777.

For more Project information, you may visit VTA's website at www.vta.org.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. </p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number							
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 5%;"></td> <td style="width: 25%;"></td> <td style="width: 5%;"></td> <td style="width: 25%;"></td> <td style="width: 5%;"></td> <td style="width: 25%;"></td> </tr> </table>							
or							
Employer identification number							
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 5%;"></td> <td style="width: 25%;"></td> <td style="width: 5%;"></td> <td style="width: 25%;"></td> <td style="width: 5%;"></td> <td style="width: 25%;"></td> </tr> </table>							

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

3-2 '20 9:27

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

If the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
<ul style="list-style-type: none"> Corporation 	Corporation
<ul style="list-style-type: none"> Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual/sole proprietor or single-member LLC
<ul style="list-style-type: none"> LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<ul style="list-style-type: none"> Partnership 	Partnership
<ul style="list-style-type: none"> Trust/estate 	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

3-2 '20 9:27

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

3-2 '20 9:27

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

3 - 2 '20 9:27

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

3-2 '20 9:27



226 Airport Parkway, Suite 200
San Jose, CA 95110
(408) 557-8400 Fax: (408) 249-2314

PRELIMINARY REPORT

FOURTH UPDATED REPORT

SANTA CLARA VTA
3331 NORTH 1ST STREET, BUILDING B
SAN JOSE, CA 95134

Our Order Number 0616009124-IM

When Replying Please Contact:

Buyer:
SANTA CLARA VTA

Ida Maciel
imaciel@ortc.com
(408) 557-8400

Property Address:

APN: 491-05-020, San Jose, CA

3-2-20 9:27

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance 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 I 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 Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. 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 I 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 December 12, 2019, at 7:30 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0616009124-IM
FOURTH UPDATED REPORT

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

CLTA Standard Coverage Policy - 1990. A specific request should be made if another form or additional coverage is desired.

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

Fee

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

County of Santa Clara of the State of California

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

Parcel D, E and G, as shown on that Record of Survey filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on July 23, 1971, in Book 286 of Maps, Page(s) 50, and a amended filed on August 1, 1972, in Book 305 of Maps, Pages(s) 36.

APN: 491-05-020

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

1. Taxes and assessments, general and special, are currently not assessed because of a statutory exemption. Should the statutory exemption change, taxes may be levied against the land.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
3. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Swift Lane and Tully Road.
4. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To	:	Pacific Gas and Electric Company, a corporation
For	:	Right of way for a single line of towers for the transmission of electrical energy
Recorded	:	November 14, 1927 in Book 358 of Official Records, Page 317
Affects	:	A portion as described therein

3-2-20 9:27

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0616009124-IM
FOURTH UPDATED REPORT

5. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Gas and Electric Company, a corporation
For : Right of way for a single line of towers for the transmission of electricity and telephone and telegraph wires
Recorded : January 11, 1928 in Book 368 of Official Records, Page 439
Affects : A portion as described therein

6. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Gas and Electric Company, a California corporation
For : Right of way for a single line of towers for the transmission of electricity
Recorded : August 8, 1945 in Book 1270 of Official Records, Page 558
Affects : A portion as described therein

7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Pacific Telephone and Telegraph Company, a California corporation
For : Right of way for crossarms and wires
Recorded : October 23, 1946 in Book 1384 of Official Records, Page 272
Affects : A portion as described therein

8. Rights and claims of parties in possession.

9. Any unrecorded and subsisting leases.

10. The requirement that satisfactory evidence be furnished to this Company of compliance with applicable statutes, ordinances and charters governing the ownership and disposition of the herein described land.

----- **Informational Notes** -----

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1.

3-2-20 9:27

OLD REPUBLIC TITLE COMPANY
ORDER NO. 0616009124-IM
FOURTH UPDATED REPORT

B. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 60 months prior to the date hereof except as follows:

NONE

C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument	:	Grant Deed (Corporation)
Entitled	:	City Title Insurance Company
By/From	:	County of Santa Clara of the State of California
To	:	November 26, 1963
Dated	:	November 27, 1963 in Book 6288 of Official Records, Page 219 under Recorder's Serial Number 2527271
Recorded	:	

3-2-20 9:27

O.N.

Exhibit I

3 - 2 '20 9:28

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.-

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but 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; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which 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, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments Which 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.

Proceedings by a public agency which 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 Which are not shown by the public records but which could be ascertained by an inspection of the land which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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 not shown by the public records.



WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information:	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

3 - 2 - 20 9:28

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

3 - 2 *20 9 :28

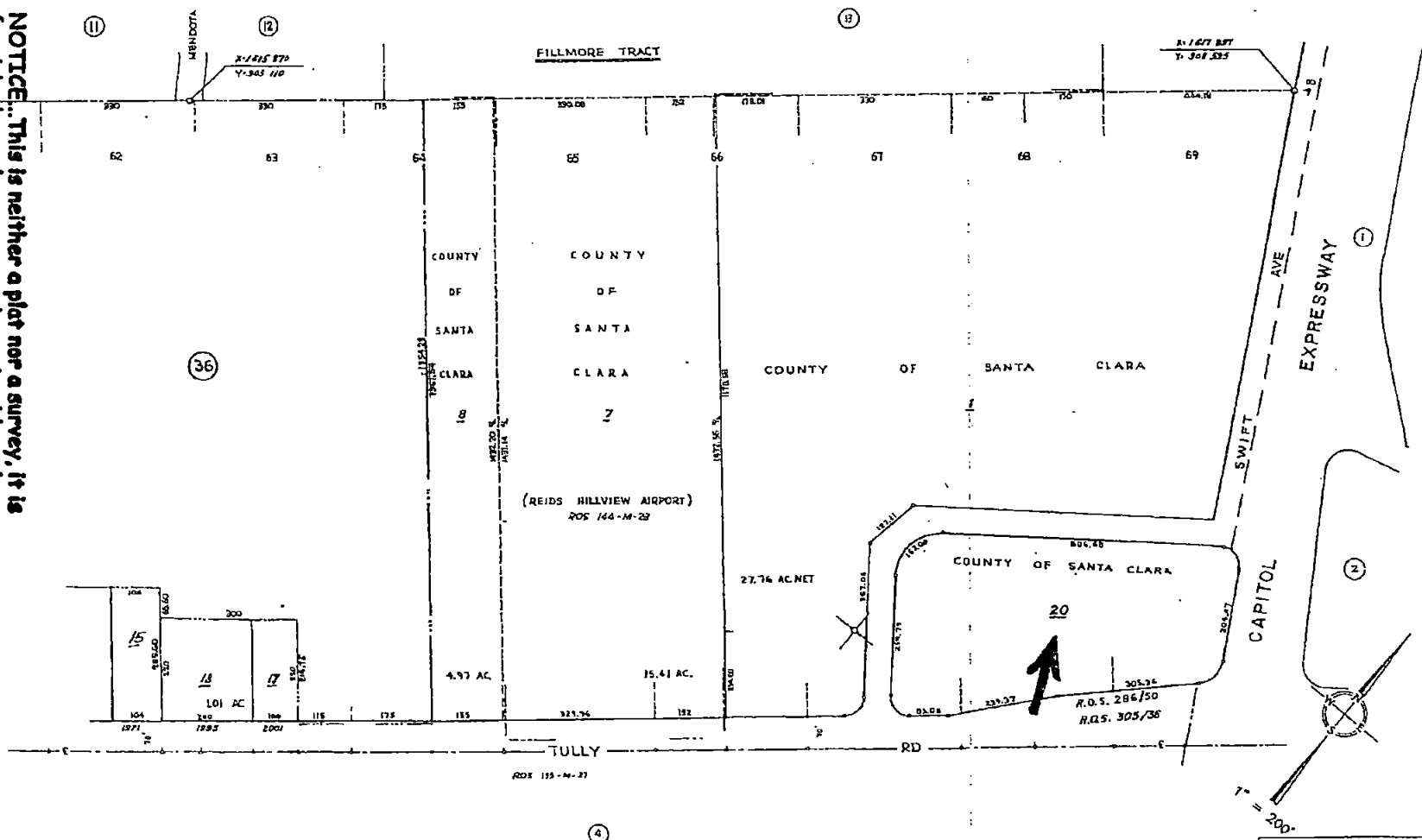
Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

NOTICE: This is neither a plat nor a survey, it is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon.



"THE INFORMATION ON THIS PLAT IS PROVIDED FOR YOUR CONVENIENCE AS A GUIDE TO THE GENERAL LOCATION OF THE SUBJECT PROPERTY. THE ACCURACY OF THIS PLAT IS NOT GUARANTEED, NOR IS IT A PART OF ANY POLICY, REPORT OR GUARANTEE TO WHICH IT MAY BE ATTACHED"

LAWRENCE E. STONE - ASSESSOR
 Cadastral map for assessment purposes only
 Compiled under R. & T. Code, Sec. 317,
 Effective Roll Year 2002-2003

02:6 02. 2 - 0