

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is entered into as of the _____ day of _____, 2012 by and between CP III T&C SUNNYVALE, LLC, a Delaware limited liability company (“Carmel”), and the CITY OF SUNNYVALE, a California municipal corporation (the “City”).

Recitals

A. Carmel is the owner of certain vacant land in downtown Sunnyvale, California, which is more particularly described on **Exhibit A** attached hereto (the “Carmel Property”).

B. The City owns land adjacent to the Carmel Property known as the Plaza del Sol which is used as a public plaza for public purposes (“the Plaza del Sol”).

C. Carmel desires to construct a mixed use development on the Carmel Property and provide retail or restaurant uses to create an active space between the Carmel Property and the Plaza del Sol within the project that faces the Plaza del Sol, and the City has approved the uses pursuant to its permitting authority.

D. To enable Carmel to construct and maintain such development consistent with building and fire code requirements and to increase public usage of the Plaza del Sol (“Easement Purposes”), the City is willing to grant to Carmel a 30-foot wide fire and building access easement over the portion of Plaza del Sol described on **Exhibit B** attached hereto (the “Easement Area”), in accordance with certain restrictions and reservations hereof.

E. The parties intend that the uses by each Party be compatible, and acknowledge that Plaza del Sol is an important public open space area reserved for the public, subject to the terms of this Agreement.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the foregoing premises, the parties hereby agree as follows:

1. **Fire Easement.** The City hereby grants to Carmel for the benefit of the Carmel Property a non-exclusive easement for the provision of emergency fire services, building access to the multi-story building to be constructed on Carmel Property, and pedestrian access on, over and across the Easement Area, except for areas depicted in the Ladder Study as shown on Exhibit C.

2. **Commercial Use License.** By separate instrument (the “License Agreement”), the City is conveying to Carmel for the benefit of the Carmel Property a non-exclusive license for outdoor dining, retail use, and other uses permitted within the License Area consistent with Title 19 (Downtown Specific Plan) of the City’s zoning code, subject to application for permits

for such uses, and provided such activities do not interfere with ladder study areas required for fire protection, attached hereto as Exhibit C.

3. **Reserved City Rights.** The City reserves the right of ownership, use and occupancy of the Easement Area insofar as said ownership, use and occupancy does not violate or unreasonably interfere with the rights granted to Carmel in this Agreement. The rights of Carmel shall be non-exclusive, and the City shall have full right and authority (a) to maintain and provide health, safety and fire protection, and (b) to grant other easements or rights to use the Easement Area, provided the same in each case do not violate or unreasonably interfere with the rights of Carmel under this Agreement.

4. **Limitations on Use.** The parties agree that:

(a) No buildings or structures shall be constructed within the Easement Area.

(b) Neither party shall be permitted to erect or maintain any fences, planters, other similar landscape elements or other improvements in the Easement Area that (i) are affixed to the ground, or (ii) materially interfere with business operations of Carmel's Permittees, consistent with city-wide requirements for health, safety or sanitation reasons.

(c) The conveyance of the easement is not a grant of land use authority, and thus any proposed commercial use, including outdoor dining, shall be subject to the License Agreement and the City's approval process to the extent required by the City zoning code.

5. **Maintenance.**

(a) Carmel shall repair and replace, at its own expense, any improvements within the Easement Area that are damaged or unreasonably worn by the use of Carmel's Permittees.

(b) Subject to Section 5(a) and the terms of the License Agreement, the City shall maintain, repair, replace and (in a manner consistent with the remainder of the Plaza del Sol) upgrade, at its own expense, the public improvements within the Easement Area.

6. **Indemnification and Release.**

(a) Indemnification. Carmel covenants and agrees to indemnify, defend and hold harmless the City, together with its managers, directors, officers, and agents from and against all claims, costs, expenses and liability (including reasonable attorneys' fees and cost of suit incurred in connection with all claims) of, by, from or to third parties arising from or as a result of death, injury, property damage or mechanic's liens from the negligence or willful misconduct of Carmel, its agents, or its Permittees which shall occur on or arise from the Easement Area, except to the extent caused by the negligence or willful act or omission of City or its agents.

(b) Release. Each party (the "Releasor") hereby releases and waives, for itself and on behalf of its insurer, the other party, together with its managers, members, shareholders, directors, officers, partners, affiliates and agents (collectively, "Releasees") from any liability for any loss or damage occurring on the Easement Area, which loss or damage is of the type generally covered by fire and casualty insurance with all available extended coverage endorsements, regardless of

any negligence on the part of the Releasees which may have contributed to or caused such loss, or of the amount of such insurance required or actually needed, appropriate endorsements to its policies of insurance with respect to the foregoing release; it being understood, however, that failure to obtain such endorsements shall not affect the release hereinabove given. The Releasees and Indemnitees are intended third party beneficiaries to this Section 6.

7. **Estoppel Certificate.** Any party may, at any time and from time to time deliver written notice to the other party requesting such latter party to certify in writing (a) that this Agreement is in full force and effect, (b) that, to the knowledge of the certifying party, the requesting party is not in default in the performance of its obligations under this Agreement, or, if in default, to describe therein the nature and amount of any and all defaults, and/or (c) with respect to such other reasonable business matters directly related to this Agreement. Each party receiving such request shall use its best efforts to execute and return such certificate within twenty (20) days following the receipt thereof.

8. **Insurance.** Carmel shall, at its sole cost and expense, keep in full force and effect the following policies of general liability insurance with limits of liability of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, which name the City as an additional insured: a policy insuring against bodily injury, including death, and property damage, occurring on or about the Easement Area. Such insurance may be provided by rider to an existing policy or by blanket coverage. City shall, from time to time, be permitted to require that the limits of liability set forth herein be increased to such amounts as normally prevail for such insurances in the area where the Easement Area is located.

9. **Nature of Easements, Restrictions and Rights Granted.**

(a) Easements Appurtenant. Except as provided elsewhere herein to the contrary, each and all of the easements, covenants, restrictions and rights granted or created herein and subject to Section 10, are appurtenances to the affected parcel, and may not be sold, transferred, assigned or encumbered except as an appurtenance to such parcel. The parcel that is benefited by such easements, covenants, restrictions and rights shall constitute the dominant estate, and the parcel that is burdened by such easements, covenants, restrictions and rights shall constitute the servient estate.

(b) Nature and Effect of Easements and Restrictions. Except as provided elsewhere herein to the contrary, and subject to Section 10 below, each and all of the easements, covenants, restrictions and rights contained in this Agreement:

(i) are made for the benefit of the owners of the respective parcels or a portion thereof or interest therein (each an "Owner");

(ii) constitute covenants running with the land; and

(iii) shall bind every person or entity having any fee, leasehold, financing or other interest in any portion of the parcels at any time or from time to time during the term hereof to the extent that such portion is affected or bound by the easement, covenant, restriction or provision in question or to the extent that

such easement, covenant, restriction or provision is to be performed on such portion.

(c) Effect of Sale/Redevelopment. In the event of a transfer or assignment by any Owner of its interest in its parcel by an instrument recorded in the Official Records (as defined in Section 12(c)), the transferring Owner, without the necessity of any further document signed or actions taken by any party, shall be released from any and all obligations hereunder arising on or after the date of transfer, and each party benefited hereby thereafter agrees to look solely to such successor-in-interest of such Owner for performance of such obligations.

10. **Termination.** The breach of this Agreement by Carmel, its successor or assigns shall not entitle the City to cancel, rescind or otherwise terminate this Agreement, or any conditions, covenants, easements or restrictions hereunder, but the City shall have all other remedies available for breach of this Agreement. When the Easement Area is no longer needed for the Purposes of the Easement, the Parties will cooperate to execute and record such instruments as are necessary to extinguish this Easement.

11. **Definitions.** As used herein, the term “Permittees” shall mean Carmel and its heirs, successors, assigns, grantees, and mortgagees, and their tenants, ground tenants, subtenants and all persons who now or hereafter own or hold any possessory interest within the Carmel Property, and the concessionaires, agents, employees, customers, contractors, licensees and invitees of any them.

12. **Miscellaneous.**

(a) Entire Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings and agreements between the parties. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as herein set forth.

(b) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

(c) Notices. All notices, demands or other communications required or permitted to be given hereunder shall be in writing and any and all such items shall be deemed to have been duly delivered upon personal delivery; or as of the immediately following business day after deposit for overnight delivery with Federal Express or a similar overnight courier service, addressed as follows; or at the time delivery, as indicated by an electronically-generated delivery confirmation, after transmitting by telecopier to the telecopy number set forth below:

If to City:

City of Sunnyvale
456 West Olive Avenue

Sunnyvale, CA 94086
Attention: Director of Community Development
Telephone No.: (408) 730-7444
Telecopier No.: (408) 730-7715

with a copy to:

Office of the City Attorney
456 W. Olive Avenue
Sunnyvale, CA 94086
Attention: City Attorney
Telephone No.: (408) 730-7460
Telecopier No.: (408) 730-7468

If to Carmel:

CP III Sunnyvale T&C, LLC
1000 Sansome Street, Suite 180
San Francisco, California 94111
Attention: Dan Garibaldi
Telephone No.: (415) 273-2900
Telecopier No.: (415) 273-2901

with a copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attention: Andrew J. Schwartz, Esq.
Telephone No.: (303) 825-8400
Telecopier No.: (303) 825-6525

A copy of each notice shall also be sent to the address in the records of the City tax assessor for the applicable Owner. In the event that an Owner transfers all of a parcel, its address for notice hereunder shall automatically be changed to the address of the successor Owner as set forth in the instrument of transfer recorded in the Santa Clara County, California official real estate records ("Official Records"), and if the Carmel Property is transferred, the owner of the Carmel Property shall use commercially reasonable efforts to provide written notice thereof to the City at the address listed above. Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section.

(d) Headings; Recitals. The section headings which appear in some of the sections of this Agreement are for purposes of convenience and reference and are not in any sense to be construed as modifying the sections in which they appear. The recitals set forth above are incorporated into and made a part of this Agreement.

(e) Construction. The parties acknowledge that they have reviewed and revised this Agreement, and their counsel has done or has had the opportunity to do the same, and agree that

the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

(f) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(g) Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument.

[remainder left blank; signatures follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2012.

CARMEL

CP III T&C Sunnyvale, LLC, a Delaware limited liability company

By: CP Investment III REIT, a Maryland real estate investment trust, its Managing Member

By: _____
Ron Zeff, President

CITY

CITY OF SUNNYVALE, CALIFORNIA, a California municipal corporation

By: _____
Anthony Spitaleri
Chair of the Board of

the Sunnyvale Successor Agency

REVIEWED AS TO FORM:

David E. Kahn
City Attorney of the Board of

the Sunnyvale Successor Agency

Exhibit A

Carmel Property

PARCEL ONE:

PORTION OF LOT 2, AS SHOWN ON THE MAP OF "CHILLAN SUBDIVISION, TRACT NO. 4040", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 19, 1965, IN BOOK 198, PAGE 42 OF MAPS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF CAPELLA WAY, DISTANT THEREON SOUTH 75° 08' EAST, 113.70 FEET FROM THE TRUE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERLY LINE OF ARIES WAY, AS SAID WAYS ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF ARIES WAY, 3.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 75° 08' WEST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF CAPELLA WAY, 93.70 FEET; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF ARIES WAY, 111.00 FEET; THENCE SOUTH 75° 08' EAST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF CAPELLA WAY, 93.70 FEET TO A POINT ON A SOUTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTH 14° 52' WEST, ALONG SAID LAST NAMED LINE AND ALONG THE SOUTHWESTERLY PROLONGATION THEREOF, 111.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL TWO:

PORTION OF LOT 2, AS SHOWN ON THE MAP OF "CHILLAN SUBDIVISION, TRACT NO. 4040", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 19, 1965, IN BOOK 198, PAGE 42 OF MAPS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF CAPELLA WAY, DISTANT THEREON SOUTH 75° 08' EAST, 113.70 FEET FROM THE TRUE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERLY LINE OF ARIES WAY, AS SAID WAYS ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF ARIES WAY, 3.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 75° 08' EAST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF CAPELLA WAY, 100.00 FEET; THENCE NORTH 14° 52' EAST AND PARALLEL WITH THE NORTHWESTERLY LINE OF TAAFFE STREET, AS SAID STREET IS SHOWN UPON THE MAP ABOVE REFERRED TO, 27.00 FEET TO A POINT ON A NORTHEASTERLY LINE OF SAID LOT 2; THENCE NORTH 75° 08' WEST ALONG SAID LAST NAMED LINE, 100.00 FEET TO AN ANGLE CORNER FORMED BY SAID NORTHEASTERLY LINE AND A

SOUTHEASTERLY LINE OF SAID LOT 2, THENCE SOUTH 14° 52' WEST ALONG THE SOUTHEASTERLY PROLONGATION OF SAID LAST NAMED SOUTHEASTERLY LINE, 27.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL THREE:

PORTION OF LOTS 5, 6, 18 AND 19, BLOCK 6 AS SHOWN ON THE MAP OF THE TOWN OF ENCINAL, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 25, 1898 IN BOOK "T", PAGES 88 AND 89 OF MAPS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 5; DISTANT THEREON SOUTH 75° 08' EAST, 65.00 FEET FROM THE NORTHERLY CORNER THEREOF ON THE SOUTHEASTERLY LINE OF TAAFFE STREET, AS SAID LOT AND STREET ARE SHOWN UPON THE MAP OF CHILLAN SUBDIVISION, TRACT NO. 4040, RECORDED IN BOOK 198, PAGE 42 OF MAPS, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, THENCE NORTH 14° 52' EAST AND PARALLEL WITH THE NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF TAAFFE STREET, 7.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF TAAFFE STREET, 91.19 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND DISTANT 1.81 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF LOT 3, AS SAID LOT IS SHOWN UPON THE MAP OF TRACT NO. 4040 ABOVE REFERRED TO; THENCE SOUTH 75° 08' EAST ALONG SAID LAST NAMED PARALLEL LINE, 151.80 FEET; THENCE SOUTH 14° 52' WEST AND PARALLEL WITH SAID NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF TAAFFE STREET, 91.19 FEET; THENCE NORTH 75° 08' WEST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF LOT 5, AS SAID LOT IS SHOWN UPON THE MAP OF TRACT NO. 4040, ABOVE REFERRED TO, 151.80 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL FOUR:

LOT 5, TRACT NO. 4040, FILED AUGUST 19, 1965 IN BOOK 198 OF MAPS, PAGE 42, SANTA CLARA COUNTY RECORDS.

PARCEL FIVE:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF TAAFFE STREET (60.00 FEET WIDE) WITH THE NORTHERLY LINE OF LOT 20, BLOCK 6, AS SAID STREET AND LOT ARE SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF THE TOWN OF ENCINAL," RECORDED IN BOOK I OF MAPS AT PAGE 88 IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY; THENCE N 14° 52' 00" E ALONG SAID EASTERLY LINE OF TAAFFE STREET 100.00 FEET TO THE NORTHERLY LINE OF LOT 18, BLOCK 6; THENCE N 75° 08' 00" W ALONG THE WESTERLY PROLONGATION OF SAID NORTHERLY LINE OF LOT 18 OF BLOCK 6, 19.00 FEET;

THENCE S 14° 52' 00" W, 100.00 FEET TO THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 20; THENCE S 75° 08' 00" E, 19.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH LOTS 5, 6, 18 AND 19, BLOCK 6 AS SHOWN ON THE MAP OF THE TOWN OF ENCINAL, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 25, 1898 IN BOOK "I", AT PAGES 88 AND 89 OF MAPS.

EXCEPTING THEREFROM PORTION OF LANDS GRANTED TO DUBROVNIK ASSOCIATES, ET AL., BY DEED RECORDED FEBRUARY 20, 1998 AT INSTRUMENT NO. 14065119, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PORTION OF LOTS 5, 6, 18 AND 19, BLOCK 6 AS SHOWN ON THE MAP OF THE TOWN OF ENCINAL, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 25, 1898 IN BOOK "I", AT PAGES 88 AND 89 OF MAPS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 5; DISTANT THEREON SOUTH 75° 08' EAST, 65.00 FEET FROM THE NORTHERLY CORNER THEREOF ON THE SOUTHEASTERLY LINE OF TAAFFE STREET, AS SAID LOT AND STREET ARE SHOWN UPON THE MAP OF CHILLAN SUBDIVISION, TRACT NO. 4040, RECORDED IN BOOK 198, AT PAGE 42 OF MAPS, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, THENCE NORTH 14° 52' EAST AND PARALLEL WITH THE NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF TAAFFE STREET, 7.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF TAAFFE STREET, 91.19 FEET TO A POINT ON LINE WHICH IS PARALLEL WITH AND DISTANT 1.81 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF LOT 3, AS SAID LOT IS SHOWN UPON THE MAP OF TRACT NO. 4040 ABOVE REFERRED TO; THENCE SOUTH 75° 08' EAST ALONG SAID LAST NAMED PARALLEL LINE, 151.80 FEET; THENCE SOUTH 14° 52' WEST AND PARALLEL WITH SAID NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF TAAFFE STREET, 91.19 FEET; THENCE NORTH 75° 08' WEST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF LOT 5, AS SAID LOT IS SHOWN UPON THE MAP OF TRACT NO. 4040, ABOVE REFERRED TO, 151.80 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL SIX:

PORTION OF LOT 6, BLOCK 7, AS SHOWN ON THE MAP ENTITLED "MAP OF THE TOWN OF ENCINAL", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 25, 1898 IN BOOK "I", OF MAPS AT PAGES 88 AND 89 OF MAPS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF TAAFFE STREET, WITH THE DIVIDING LINE BETWEEN LOTS 6 AND 7 IN BLOCK 7 AS SAID STREET, LOTS AND BLOCK ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE FROM SAID POINT OF BEGINNING NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF TAAFFE STREET FOR A DISTANCE OF 25.00 FEET TO THE SOUTHERNMOST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE DEED TO RUSSELL G. D'OENCH, JR., RECORDED APRIL 30, 1953 IN BOOK 2633 OF OFFICIAL RECORDS, PAGE 144, SANTA CLARA COUNTY RECORDS; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LAND SO DESCRIBED IN THE DEED TO D'OENCH, JR. FOR A DISTANCE OF 120.00 FEET; THENCE SOUTHWESTERLY AND PARALLEL WITH THE SAID NORTHWESTERLY LINE OF TAAFFE STREET FOR A DISTANCE OF 25.00 FEET TO A POINT IN THE SAID DIVIDING LINE BETWEEN LOTS 6 AND 7; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED LINE FOR A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

PARCEL SEVEN:

PORTION OF LOT 6, BLOCK 7, AS SHOWN ON THE MAP ENTITLED, "MAP OF THE TOWN OF ENCINAL", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 25, 1898 IN BOOK OF MAPS LETTERED "T", AT PAGE 88, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF TAAFFE STREET DISTANT THEREON NORTHEASTERLY 25 FEET FROM THE DIVIDING LINE BETWEEN LOTS 6 AND 7, AS SHOWN ON SAID MAP; THENCE ALONG SAID NORTHWESTERLY LINE OF TAAFFE STREET, NORTHEASTERLY 75 FEET TO THE DIVIDING LINE BETWEEN LOTS 5 AND 6, IN SAID BLOCK 7; THENCE ALONG SAID DIVIDING LINE NORTHWESTERLY 120 FEET; THENCE SOUTHWESTERLY AND PARALLEL WITH SAID NORTHWESTERLY LINE OF TAAFFE STREET, 75 FEET; THENCE SOUTHEASTERLY AND PARALLEL WITH THE DIVIDING LINE BETWEEN SAID LOTS 5 AND 6, 120 FEET TO THE POINT OF BEGINNING.

PARCEL EIGHT:

LOT 2, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "CHILLAN SUBDIVISION – TRACT NO. 4040", WHICH MAP WAS FILED FOR RECORD ON AUGUST 19, 1965 IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN BOOK 198 OF MAPS, AT PAGE 42.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND GRANTED TO RONALD WILLIAMS, AN INDIVIDUAL, IN A GRANT DEED RECORDED JUNE 29, 1987 IN BOOK 7767, AT PAGE 429 AND FURTHER DESCRIBED AS FOLLOWS:

PORTION OF LOT 2, AS SHOWN ON THE MAP OF CHILLAN SUBDIVISION, TRACT NO. 4040, RECORDED IN BOOK 198, AT PAGE 42 OF MAPS, RECORDS OF SANTA

CLARA COUNTY, CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF CAPELLA WAY, DISTANT THEREON SOUTH 75° 08' EAST 113.70 FEET FROM THE TRUE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERLY LINE OF ARIES WAY, AS SAID WAYS ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE NORTH 14° 52', EAST AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF ARIES WAY, 3.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 75° 08' WEST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF CAPELLA WAY, 93.70 FEET; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF ARIES WAY, 111.00 FEET; THENCE SOUTH 75° 08' EAST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF CAPELLA WAY 93.70 FEET TO A POINT ON A SOUTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTH 14° 52' WEST, ALONG SAID LAST NAMED LINE AND ALONG THE SOUTHWESTERLY PROLONGATION THEREOF, 111.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND GRANTED TO RONALD WILLIAMS, AN INDIVIDUAL, IN A GRANT DEED RECORDED JUNE 29, 1987 IN BOOK 7767, AT PAGE 429 AND FURTHER DESCRIBED AS FOLLOWS:

PORTION OF LOT 2, AS SHOWN ON THE MAP OF CHILLAN SUBDIVISION, TRACT NO. 4040, RECORDED IN BOOK 198, AT PAGE 42 OF MAPS, RECORDS OF SANTA CLARA COUNTY, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF CAPELLA WAY, DISTANT THEREON SOUTH 75° 08' EAST 113.70 FEET FROM THE TRUE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERLY LINE OF ARIES WAY, AS SAID WAYS ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF ARIES WAY, 3.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 75° 08' EAST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF CAPELLA WAY, 100.00 FEET; THENCE NORTH 14° 52' EAST AND PARALLEL WITH THE NORTHWESTERLY LINE OF TAAFFE STREET, AS SAID STREET IS SHOWN UPON THE MAP ABOVE REFERRED TO, 27.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE NORTH 75° 08' WEST ALONG SAID LAST NAMED LINE, 100.00 FEET TO AN ANGLE CORNER FORMED BY SAID NORTHEASTERLY LINE AND A SOUTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTH 14° 52' WEST ALONG THE SOUTHWESTERLY PROLONGATION OF SAID LAST NAMED SOUTHEASTERLY LINE, 27.00 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit B
Easement Area

[See attached]

Exhibit C
Ladder Study

[See attached]