



Midpeninsula Regional
Open Space District

R-15-167
Meeting 15-31
December 9, 2015

AGENDA ITEM 6

AGENDA ITEM

Consideration of approving a Resolution of the Board of Directors of the Midpeninsula Regional Open Space District declaring the acquisition of certain real property rights necessary for the Sierra Azul Open Space Preserve and the Mount Umunhum Environmental Restoration and Public Access Project (“Project”), and authorizing the acquisition thereof and the transfer of funds therefor (Portion of Santa Clara County Assessor Parcel Numbers: 562-04-014, 562-08-012 and 562-08-011, owned by Mount Umunhum Limited Partnership).

GENERAL MANAGER’S RECOMMENDATIONS

A handwritten signature in dark ink, appearing to be the initials "SM" or similar, written in a cursive style.

The General Manager recommends that the Board of Directors approve a Resolution of Need and Necessity for the following acquisitions from Mount Umunhum Limited Partnership:

1. A 60-foot wide general public access and drainage easement containing a total of 454,565.98 square feet on that certain property identified as Santa Clara County Assessor Parcel Numbers 562-04-014 and 562-08-012, as a critical public access route to the summit of Mount Umunhum in the Sierra Azul Open Space Preserve.
2. A 60-foot wide patrol and maintenance easement containing 78,000 square feet on that certain property identified as Santa Clara County Assessor Parcel Numbers 562-08-012 and 562-08-011, as a critical District access and patrol route to the summit of Mount Thayer in the Sierra Azul Open Space Preserve.
3. A 40-foot wide fee strip of property containing 36,220 square feet on that certain property identified as Santa Clara County Assessor Parcel Number 562-08-012, as a critical public access route to the summit of Mount Umunhum and critical District access to Mount Thayer in the Sierra Azul Open Space Preserve, with an accompanying 20 foot wide easement granted back to Mount Umunhum Limited Partnership for access rights across said 40 foot wide fee strip.
4. The General Manager further recommends that the appropriate amount of funds be transferred and that funds for immediate possession be allocated.

A two-thirds majority vote of the entire Board of Directors is required to adopt a Resolution of Need and Necessity.

SUMMARY

In order for the District to fully implement its plan to allow the public to access the summit of Mount Umunhum via vehicular access over Mt. Umunhum Road, expanded easements rights are required. According to the District's fair market value appraisal of the required rights, the acquisition cost will be \$380,000.

DISCUSSION

Background

The District acquired the former Almaden Air Force Station from the United States of America on April 24, 1986 (R-86-20). With this purchase the District also secured an easement for road purposes over the entirety of Mt. Umunhum Road from Hicks Road to the Summit of Mount Umunhum (5.4 miles). Although this easement allowed approximately 120 people (military members, their families and visitors) and numerous supply trucks to utilize Mt. Umunhum Road to access the Air Force Station the scope of this easement may not allow the District to invite the public over the road. It is the property owner's position that the current easement does not allow the public to drive Mt. Umunhum Road as it crosses their private property. Over the years the District has purchased a number of properties that Mt. Umunhum Road crosses, and the District currently owns approximately 70% of the road. There are three private properties that Mt. Umunhum Road currently crosses, one of which is the subject property owned by Mount Umunhum Limited Partnership. The proposed acquisition is intended to perfect those rights held by the District to support the planned use and maintenance of District property.

Since 2010 the District has taken various actions to prepare the summit for public access. Below is a summary of some of these items:

- In the summer of 2010, the District commenced a number of public and stakeholder meetings to evaluate opening the summit of Mount Umunhum to the public.
- On October 17, 2012, the District's Board of Directors approved the project elements of the Mount Umunhum environmental restoration and public access project (R-12-124).
- The demolition of the all improvements from the former Almaden Air Force Station (excepting the radar tower) was completed in February of 2014.
- The new 5-mile Mt. Umunhum Trail is currently under construction.
- On July 8, 2015 the Board approved a \$308,000 contract with Pavement Engineering Inc., (R-15-103) to design the roadway improvements to accommodate future public vehicular access to the summit of Mount Umunhum. (Note that the contract for construction of these improvements will not be let unless or until the proposed Resolution of Need and Necessity is approved by the Board.)
- On August 26, 2015, the Board approved the final design development options for the Mount Umunhum Summit Project (R-15-126).
- The Mount Umunhum Summit, Mt. Umunhum Road and the new Mt. Umunhum Trail are projected to be open to the public in the fall of 2016.

Over the last three years the District has offered, negotiated, discussed and revised a number of proposals with property owner Mount Umunhum Limited Partnership for public access and patrol access related to the Project. Despite diligent staff efforts, little progress has been made toward securing these rights. Most recently, on September 28, 2015, District staff made a written offer of just compensation to the property owner based upon an appraisal of the fair market value of the property rights being sought. Again, despite numerous communications and meetings with the property owners no productive outcomes have been obtained. The property owner's largest apparent concern is preventing trespassing on the property, as the property owner runs a telecommunication business on the property (there are no residences on the property). This area of the District's Sierra Azul Preserve is currently signed as closed to the public and it is patrolled by District Ranger Staff. Over the years the District has offered and completed a number of items to address the owner's trespassing concerns such as additional fencing and gates, signage and citing trespassers within the District's current roadway easements over the property. The District is committed to continue negotiations to reach a voluntary acquisition but the matter is currently at an impasse. Based on the District's desired schedule to open the summit of Mount Umunhum to the public in the fall of 2016, the General Manager recommends that the Board of Directors approve adoption of this resolution to acquire the property rights by eminent domain. Below are the details for each property right:

General Public Access Easement:

This is a 60-foot wide, non-exclusive easement (30 feet on each side of the center line of the road) for general public access, drainage, operation, patrol, maintenance, repair, replacement, emergency access and other related uses. This easement is required for the District to improve the condition and safety of Mt. Umunhum Road and to allow the public to reach the summit of Mount Umunhum via vehicular access. The current driving width of Mt. Umunhum Road would not be significantly expanded beyond its existing width (18-22 feet wide) as part of the District's Project. This easement is required for the District to perfect title by resolving the scope of permitted uses and the width of the easement necessary to support those uses, improving the condition and safety of Mt. Umunhum Road to allow the public to reach the summit of Mount Umunhum via vehicular access. Pursuant to the terms of the easement, the District will take on responsibility for the current road improvements as well as future repair and maintenance to the road (Mt. Umunhum Road serves as the access route to the property owners' property).

Patrol and Maintenance Easement:

This is a 60 foot wide non-exclusive easement for District staff, contractors and invitees for access, patrol, property maintenance, road maintenance, drainage, repair, replacement, emergency access and other related uses for the road to the District owned Mount Thayer. This easement is required for the District to properly patrol and secure the Mount Umunhum Summit Area.

40 Foot Wide Fee Property:

This is a 40 foot wide fee strip area that the District requires in order to have complete control over the entire area of the former Almaden Air Force Station. It was the District's and property owner's previous understanding that the District owned this property completely, but it was discovered through adjacent surveying work that this was in error. The District only possesses an easement over this 40 foot wide strip, and the scope of this easement may not allow the District to invite the public over this portion of the road. This property is required as it provides access to both the summits of Mount Umunhum and Mount Thayer. The District intends to

concurrently grant a 20 foot wide access easement to the property owner so that the owner may maintain access to the owner's adjacent property.

FISCAL IMPACT

FY2015–2016 Budget for New Land Purchases:

New Land Purchases Budget	\$11,000,000.00
Land approved for purchase this year	(\$8,840,000.00)
Rossetta Property also on this Agenda (pending approval)	(\$452,225.00)
Mount Umunhum Limited Partnership Property	(\$380,000.00)
New Land Purchase Budget Remaining	\$1,327,775.00

The District Controller was consulted on this purchase and has indicated that, considering cash flow and account balances, funds are available for this property purchase.

BOARD COMMITTEE REVIEW

This item was not previously reviewed by a Board Committee.

PUBLIC NOTICE

Public notice was provided as required by the Brown Act and the District's Land Acquisition Public Notification Policy as applied to condemnation activities. Additionally, the property owners' were notified of the District's intent to consider the adoption of a Resolution of Necessity to acquire property rights by eminent domain at least 15 days before the public hearing pursuant to California Code of Civil Procedure Section 1245.235.

PUBLIC HEARING PROCESS

Pursuant to Section 1245.235 of the Code of Civil Procedure, notice was given to all persons whose names and addresses appear on the last equalized County Assessment Roll and any other persons known to have an interest in the property that a hearing is scheduled for Wednesday December 9, 2015, at 7:00 pm and thereafter in the Board Room of the Midpeninsula Regional Open Space District, 330 Distel Circle Los Altos, CA 94022, at which time they may appear to be heard on the matters referred to in the notice. A list of those persons notified follows:

Mount Umunhum Limited Partnership
 Attn: Scott McQueen and Randee McQueen
 2633 S. Bascom Avenue
 Campbell, CA 95008-5635

In order to initiate an action in eminent domain, the Board of Directors must at this public hearing find and determine the following:

A. That public interest and necessity require the property.

Significant sums of taxpayer dollars, both local and federal, have been invested in acquiring and improving the Mount Umunhum property for public benefit. Allowing the public access to this publicly owned asset is in the public interest.

The public has expressed great interest in gaining vehicle and trail access to the summit of Mount Umunhum since the District acquired the summit area in 1986. In the last five years the public has expressed strong interest in access to the summit at numerous public workshops, Board meetings, through the vision planning process, and the passage of voter-approved Measure AA in June of 2014.

The Public Resources Code allows the District to exercise the power of eminent domain to acquire property for public parks, public trails, natural areas, and ecological and open space preserves (Public Resources Code sections 5540, 5541 and 5542). The proposed acquisitions are consistent with that authority. Acquisition of the property rights will allow for public access and District patrol to one of the great mountain tops in the Bay Area.

B. That the project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

Acquisition of these rights over the existing roadway will allow the District to improve the condition and safety of the road while opening it to the public in order to give the public access to a spectacular Bay Area mountain top that is owned and managed for the public's benefit. The District's acquisition will have no adverse impact on any existing use or foreseeable future development by the property owners. The acquisition will actually improve the owner's current access, as the District will upgrade the road and take over responsibility for future maintenance and repair work.

The property owner has expressed concerns about the security of their remaining property once Mt. Umunhum Road is open to the public. As a result of this expressed concern, the District has offered to install additional high quality security fencing and gates in agreed upon locations to provide additional security for the property owner.

C. That the property sought to be acquired is necessary for the project (CCP Section 1240.030).

Mt. Umunhum Road is the best and preferred access route to allow public vehicular access to the summit area of Mount Umunhum to ensure that these public lands are accessible to all members of the public, regardless of their physical ability. Without acquisition of these property rights as proposed, only hikers, mountain bikers and equestrians would be able to access the summit (via the trail on District property). This road was originally designed and improved to provide access and supplies for the 120 occupants, their guests and invitees of the former Almaden Air Force Base. Access to the road to Mount Thayer is needed in order to allow District patrol and maintenance staff the ability to fully control the summit area when it is open to the public.

D. That the offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record or has not been made because the owner cannot be located

with reasonable diligence (CCP Section 1245.230).

In a letter dated September 28, 2015, staff made a formal written offer of just compensation to the owners based on the appraised fair market value (\$380,000) of the property rights. The offer included a full copy of the appraisal. To date the owners have not sought to negotiate the purchase price with the District.

Upon completion and closing of the hearing, staff recommends that the Board of Directors make the findings and determinations listed under A, B and C above, make an additional finding that the offer of just compensation required by Section 7267.2 of the Government Code has been made to the owners of record, and adopt a Resolution of Necessity to acquire the required property rights by eminent domain.

All questions raised at this public hearing must be with regard to items (A) through (D) listed above.

CEQA COMPLIANCE

The District Board of Directors certified the Final Environmental Impact Report for the Project at its public meeting of June 12, 2012. An Addendum to the Final Environmental Impact Report has been prepared and will also be considered for approval by the Board at the December 9 meeting.

NEXT STEPS

If the Resolution is approved by the Board, Price, Postel & Parma LLP., will file formal action in court to secure the property rights. Notwithstanding this process, District staff will continue to work with and negotiate with the property owners to determine if a settlement is possible.

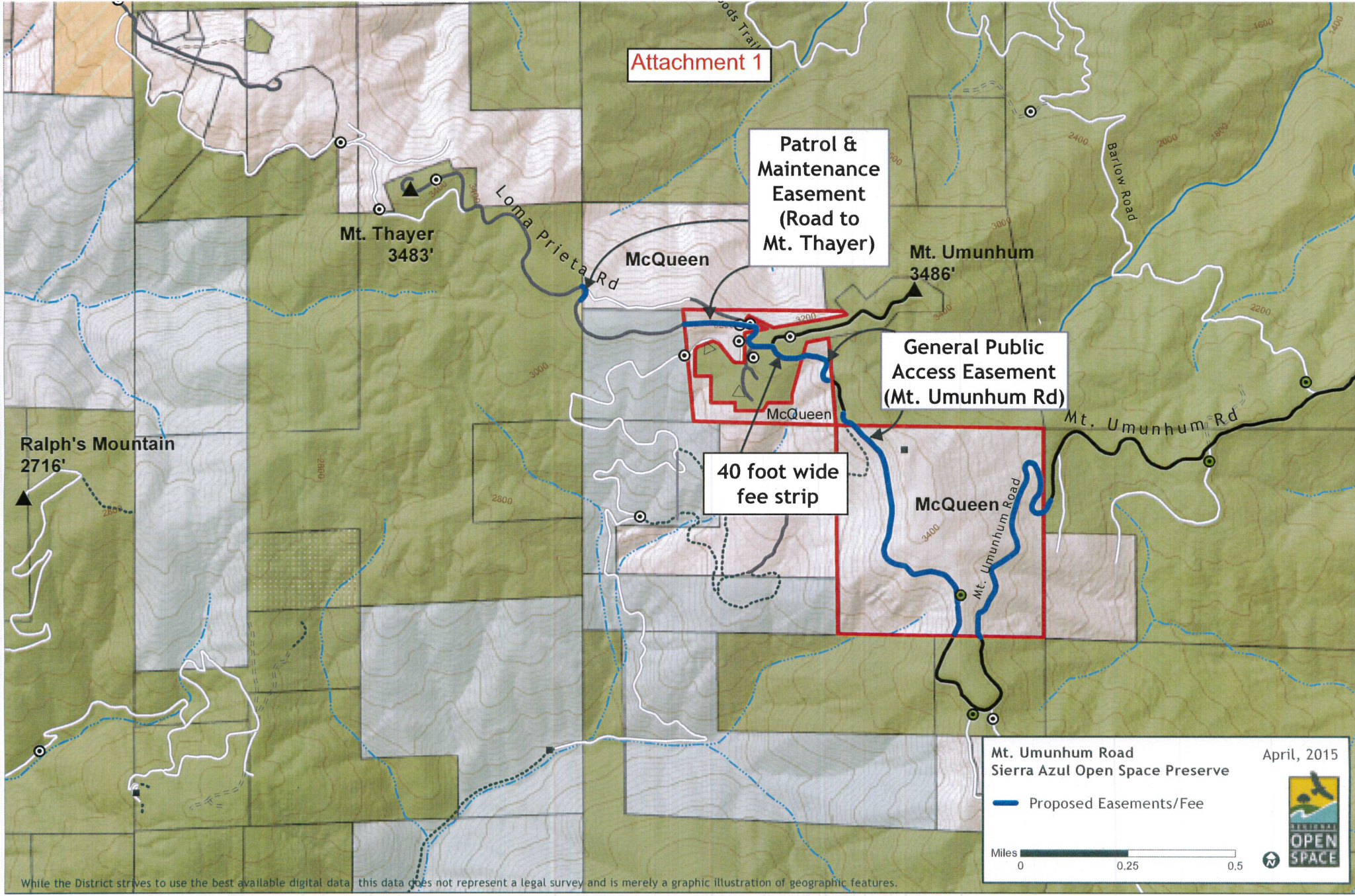
Attachment(s)

1. Map
2. Resolution of Need and Necessity

Responsible Department Head:
Michael Williams, Real Property Manager

Prepared by:
Allen Ishibashi, Senior Real Property Agent, Real Property

Contact person:
Allen Ishibashi, Senior Real Property Agent, Real Property



Attachment 1

Patrol & Maintenance Easement (Road to Mt. Thayer)

General Public Access Easement (Mt. Umunhum Rd)

40 foot wide fee strip

Mt. Umunhum Road
Sierra Azul Open Space Preserve

April, 2015

Proposed Easements/Fee

Miles 0 0.25 0.5



While the District strives to use the best available digital data, this data does not represent a legal survey and is merely a graphic illustration of geographic features.

RESOLUTION 15-__

RESOLUTION OF THE BOARD OF DIRECTORS OF MIDPENINSULA REGIONAL OPEN SPACE DISTRICT DECLARING THE ACQUISITION OF CERTAIN REAL PROPERTY RIGHTS NECESSARY FOR SIERRA AZUL OPEN SPACE PRESERVE AND AUTHORIZING THE ACQUISITION THEREOF AND THE TRANSFER OF FUNDS THEREFOR AND AUTHORIZING GENERAL MANAGER TO EXECUTE ANY AND ALL OTHER DOCUMENTS NECESSARY OR APPROPRIATE TO CLOSING OF THE TRANSACTION (MOUNT UMUNHUM LIMITED PARTNERSHIP: PORTION OF APNS 562-04-014, 562-08-012 AND 562-08-011): SIERRA AZUL OPEN SPACE PRESERVE

The Board of Directors of the Midpeninsula Regional Open Space District (“District”) does hereby desire to acquire certain real property rights described herein below for District use by the exercise of the power of eminent domain.

1. A 60 foot wide general public access and drainage easement containing a total of 454,565.98 square feet on that certain property identified as Santa Clara County Assessor Parcel Numbers 562-04-014 and 562-08-012, as a critical public access route to the summit of Mount Umunhum in the Sierra Azul Open Space Preserve, as more particularly described in Exhibit 1 attached hereto and made a part hereof.
2. A 60 foot wide patrol and maintenance easement containing 78,000 square feet on that certain property identified as Santa Clara County Assessor Parcel Numbers 562-08-012 and 562-08-011, as a critical District access and patrol route to the summit of Mount Thayer in the Sierra Azul Open Space Preserve, as more particularly described in Exhibit 2 attached hereto and made a part hereof.
3. A 40 foot wide fee strip of property containing 36,220 square feet on that certain property identified as Santa Clara County Assessor Parcel Number 562-08-012, as a critical public access route to the summit of Mount Umunhum and critical District access to Mount Thayer in the Sierra Azul Open Space Preserve, as more particularly described in Exhibit 3 attached hereto and made a part hereof.
4. The acquisition of such rights is required to allow for public and patrol access to the summit of Mount Umunhum, in connection with the Mount Umunhum Summit Project (“Project”).
5. Pursuant to Chapter 4, Title 7, Part 3 of the Code of Civil Procedure, written notice of the intent to consider the adoption of this resolution of necessity was sent on November 20, 2015 to the record owners of the above-referenced property.
6. Due consideration of all oral and documentary evidence introduced has been given.

Now, therefore, by vote of 2/3 or more of its members, the Board of Directors of the District does find and resolve as follows:

1. The findings and declarations contained in this resolution are based upon the record before the Board of Directors of the District at its public meetings with respect to the

Project of December 9, 2015, and its public meetings of June 12, 2012, July 18, 2012, September 19, 2012, October 17, 2012 and August 26, 2015, and the testimony, records and documents produced at all said meetings, all of which are incorporated by this reference;

2. The Board of Directors of the District certified a Final Environmental Impact Report for the Project at its meeting of June 12, 2012. In addition, the Board of Directors of the District adopted an Addendum to the Final Environmental Impact Report for the Project at its meeting of December 9, 2015;
3. The real property rights to be acquired are portions of APNs 562-04-014, 562-08-012 and 562-08-011, and are more specifically described in Exhibits 1, 2 and 3 attached hereto and made a part hereof;
4. The said real property rights are to be acquired for public access, District access, and for preservation of open space, habitat and natural conditions, pursuant to the authority granted in California Constitution, Article 1, Section 19; California Public Resources Code Sections 5540, 5541 and 5542; Title 7, Part 3 of the Code of Civil Procedure; and other provisions of law;
5. The public interest and necessity require the Project;
6. The Project is planned and located in the manner which will be the most compatible with the greatest public good and the least private injury;
7. The real property rights described herein are necessary for the Project; and
8. The offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record;
9. Special counsel, Price Postel & Parma LLP are hereby AUTHORIZED AND EMPOWERED:

To acquire in the District's name, by condemnation, the said real property rights in accordance with the provisions of the eminent domain law, the Code of Civil Procedure and the Constitution of California; and

To prepare and prosecute in the District's name such proceedings in the proper court as are necessary for such acquisition; and

To deposit the probable amount of compensation, based on an appraisal, and to apply to said court for an order permitting the District to take immediate possession of said property and to use said property for said District uses and purposes.

This Resolution supersedes any prior Board resolutions, if any, concerning the subject property.

BE IT FURTHER RESOLVED that the General Manager is hereby authorized and directed, on behalf of the District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this resolution.

* * * * *

PASSED AND ADOPTED by the Board of Directors of the Midpeninsula Regional Open Space District on _____, 2015, at a Regular Meeting thereof, by the following vote:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

ATTEST:

APPROVED:

 Secretary
 Board of Directors

 President
 Board of Directors

APPROVED AS TO FORM:

 General Counsel

I, the District Clerk of the Midpeninsula Regional Open Space District, hereby certify that the above is a true and correct copy of a resolution duly adopted by the Board of Directors of the Midpeninsula Regional Open Space District by the above vote at a meeting thereof duly held and called on the above day.

 District Clerk

EXHIBIT 1

PUBLIC ACCESS, CONSTRUCTION, DRAINAGE, PATROL AND MAINTENANCE EASEMENT

MOUNT UMUNHUM LIMITED PARTNERSHIP

(Mt. Umunhum Road)

A Public Access, Construction, Drainage, Patrol and Maintenance Easement on the following terms:

RECITALS

A. Mount Umunhum Limited Partnership (“Owner”) is the owner of certain real property situated in the County of Santa Clara, State of California, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference, Assessor’s Parcel Numbers 562-04-014, 562-08-011 and 562-08-012 (“the Owner’s Parcels”).

B. The Midpeninsula Regional Open Space District (“District”) is the owner of certain real property situated in Santa Clara County, which is immediately adjacent to the Owner’s Parcels and is commonly known as the Sierra Azul Open Space Preserve, as it currently exists or may be expanded in the future, as generally depicted in Exhibit B attached hereto and incorporated herein by this reference (the “District Preserve”).

C. District desires to acquire a perpetual, non-exclusive easement in, over, along, and through a portion of Owner’s Parcels for District purposes including general public access, drainage, operation, patrol, maintenance, repair, replacement and emergency access, as more particularly described in this document (“Roadway Easement”).

D. District also desires to acquire from Owner a perpetual, non-exclusive easement in, over, along, and through a portion of Owner’s Parcels for District purposes including storm water drainage, maintenance, repair and replacement of drainage structures (“Drainage Easement”).

TERMS OF EASEMENT

1. Public Access, Drainage, Construction, Patrol and Maintenance Easement.

(a) Roadway Easement Scope and Description. A perpetual, non-exclusive easement over a roadway commonly known as Mt. Umunhum Road (“Roadway Easement”) as set forth in this Section 1 as appurtenant to the District Preserve as it currently exists or may be expanded in the future for general public access (vehicular driving, hiking, bicycling and equestrian use), drainage, operation, patrol, maintenance, repair, replacement, emergency access, and other related uses in, on, over, along, and through a portion of Owner’s Parcels. A legal description and plat map of the Roadway Easement is included in Exhibit C attached hereto and incorporated by this reference.

(b) Drainage Easement Scope and Description. A perpetual, non-exclusive easement in, over, across and through that certain real property described in Exhibit D attached hereto and made a part hereof, for drainage of storm water and construction, operation and maintenance of drainage facilities, including but not limited to culverts, water energy disbursement features and drainage pipelines (“Drainage Easement”). The Roadway Easement and the Drainage Easement will collectively hereinafter be referred to as “the Easements.”

(c) Term. The term of the Easements shall be perpetual as long as the District Preserve is used for public open space and park purposes in accordance with Public Resources Code section 5500 et seq.

(d) Construction. District shall perform and be financially responsible for all construction and upgrade work to Mt. Umunhum Road within the Easements. Such construction and upgrade work shall include, but not be limited to road resurfacing, slope stability, drainage improvements, and safety improvements (“Roadway and Drainage Improvements”).

During construction of the Roadway and Drainage Improvements, Owners shall provide District and/or its contractor with reasonable access to the portions of Owner’s parcels immediately adjacent to the Easements, as are reasonably necessary to allow construction of the Roadway and Drainage Improvements, without further consideration paid. Any damage occurring to Owner’s Parcels as a result of such entry shall be repaired by District and/or its contractor.

For future construction, repair or maintenance of Mt. Umunhum Road within the Easements, Owner shall provide District and/or its contractor with reasonable access to the portions of Owner’s Parcels immediately adjacent to the Easements, as are reasonably necessary to allow the District to repair and maintain the Roadway and Drainage Improvements within the Easements, without further consideration paid.

(e) Installation/Relocation of Gates. District shall have the right to install new gates within the Roadway Easement, and to remove or relocate any gates existing in the Roadway Easement as of December 9, 2015, with the caveat that District shall take into consideration, and make reasonable efforts to accommodate, any access or security concerns raised by Owner. To assist Owner in addressing access and security issues on Owner’s property, District will construct a gate and associated fencing for Owner’s exclusive use in the location specified in Exhibit E, attached hereto and incorporated by this reference (“Owner’s Gate and Fencing”). District shall consult with Owner in good faith regarding the design of Owner’s Gate and Fencing. Owner will be solely responsible for maintaining Owner’s Gate and Fencing after its installation. District may replace or upgrade the existing yellow gate (“Gate SA13”) in either its existing location or in an alternate location. District shall consult with Owner in good faith regarding the design and location of any replacement or upgrade Gate SA13, but the design and location of Gate SA13 is subject to final approval of District. Owner shall not install any other gate within the Easements.

(f) Road Repair and Maintenance. District shall be responsible for repairing and maintaining Mt. Umunhum Road, including the Roadway and Drainage Improvements, within the Easements along with all other District installed improvements within the Easements,

such as gates, fencing, slope, drainage and safety improvements, excepting Owner's Gate and Fencing. Any damage occurring to Mt. Umunhum Road caused by Owner or Owner's contractors, agents or invitees' use of said road, however, shall be repaired by Owner.

(g) Operation of Gates. Gate SA13 shall remain open during public use hours established for the public's access to Mt. Umunhum; otherwise, Gate SA13 shall be closed. Owner and/or its tenants or invitees shall have keys allowing Gate SA13 to be opened for access during non-public hours, but Gate SA13 shall be opened during such hours only to allow vehicular passage and shall otherwise be closed and locked. Owner shall have exclusive use of Owner's Gate and Fencing, and District shall not be provided with any keys thereto.

(h) Posting Signs. District shall post a sign at Gate SA13 and at any other driveway intersections within the Roadway Easement, notifying the public that entry onto Owner's private lands off the Easements is strictly forbidden. District will consult with Owner regarding the design and contents of such sign(s), but final approval of the design, content and placement of the sign(s) is subject to the District's approval.

(i) Non-Exclusive Use. The Easements shall be non-exclusive, and Owner may make use of the area within the Roadway Easement for vehicular ingress and egress (subject to requirements regarding use of Gate SA13 set forth in subsection (g) above) as long as such use does not unreasonably interfere with the Easements or their intended purposes.

(j) Non-Permitted Uses.

(1) Owner shall have no right to install or maintain any video, lighting or audio surveillance equipment within the Easements. District shall reimburse Owner up to \$10,000 to relocate any such equipment now installed within the Roadway Easement. To obtain such reimbursement, Owner shall provide District with itemized written proof of Owner's actual expenses incurred to make such relocation.

(2) Other than as provided herein, Owner shall not have the right to install any gates, signage or fencing within the Easements without the District's written consent.

(3) The general public shall not be permitted to park any motor vehicles within the Easements (unless under an emergency situation).

2. Requirements of Law. District shall comply with all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes, and executive orders (collectively, "Laws") of all governmental authorities now existing or hereafter created affecting the Easements granted herein, or uses thereof,

3. As-Is Conveyance. District agrees and acknowledges that Owner has made no representations or warranties as to the condition of the area contained in the Easements or its suitability for District's purposes. Neither Owner nor anyone acting for or on behalf of Owner has made any representation, statement, warranty or promise to District concerning the physical aspects or condition of the Easements including, without limitation, conditions of the soil, land use restrictions, existence or non-existence of "Hazardous Materials" or suitability for the

purpose for which District plans on using the Easements. District specifically acknowledges that it is acquiring the Easements in their “As-Is” physical condition and “As-Is” state of repair of the Easements. For purposes of this document, “Hazardous Materials” includes, without limitation, any flammable materials, explosive, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended (42 U.S.C. Section 9601, *et seq.*), the Hazardous Materials Transportation Act, as now or hereafter amended (49 U.S.C. Sections 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. Sections 9601, *et seq.*), and in the regulations promulgated pursuant thereto, or any other similar federal, state or local government law, ordinance, rule or regulation. However, Owner shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or third party claim or demand, relating to potential or actual Hazardous Materials contamination on, in, or under the Easements, including all costs of remediation and clean up, except when such contamination was caused solely by District.

4. Liability and Indemnification.

(a) District will indemnify, defend and hold harmless Owner, and its heirs, successors and assigns, from and against any and all third party claims, demands, damages, actions and causes of action (hereinafter, “Claims”), asserted by any and all third parties, persons or entities including, without limitation those asserted by employees, agents, invitees of District (including members of the general public using Mt. Umunhum Road within the Roadway Easement) or guests of District and its contractors, subcontractors and/or consultants, including without limitation Claims for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to real, personal and/or intangible property, and financial, monetary or pecuniary loss or expenses of any kind or character whatsoever, that are or may be caused or contributed to by the construction, reconstruction, maintenance, or use of the Easements by District’s contractors, guests or invitees. Excluded from this indemnification are any harms arising from any conduct, physical hazards or dangerous conditions created or actively contributed to by Owner or its business customers, agents, guests or other of its invitees.

(b) Owner will protect, indemnify, defend, and hold District, its officers, directors, employees, volunteers, or agents, harmless from and against any and all loss, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys’ fees and all costs, disbursements and expense of legal counsel) imposed upon or incurred by or asserted against District caused by or arising from Owner’s use of the Roadway Easement.

5. Notice. All notices, demands, consents, requests, approvals, disapprovals, designations or other communications (all of the foregoing hereinafter referred to as “notice”) that any Party hereto gives to any other Party shall be in writing and shall be deemed to have been properly given if (a) served personally, or (b) mailed, when deposited with the United States Postal Service within the boundaries of the continental United States for registered or certified delivery, return receipt requested, with postage prepaid, or (c) sent by overnight courier, postage prepaid, in each case addressed to the applicable recipient as follows:

If to Owner: Mount Umunhum Limited Partnership
Attn: Scott McQueen/Randee McQueen
2633 S. Bascom Avenue
Campbell, CA 95008-5635
Telephone: (408) 377-2900
Facsimile: (408) 559-7684

With a copy to: Logan & Powell, LLP
Attn: Kirsten Powell
15466 Los Gatos Boulevard, Suite 109
Los Gatos, CA 95032
Telephone: (408) 402-9542
Facsimile: (408) 402-8441

If to District: Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022-1404
Attn: Real Property Manager
Telephone: (650) 691-1200
Facsimile: (650) 691-0485

6. Miscellaneous

(a) Dispute Resolution. The Parties, on behalf of themselves and their respective officers, directors, employees, agents, successors and assigns, agree that if they cannot resolve any dispute or claim between themselves, before resorting to judicial remedy, they will in good faith attempt to resolve any such dispute or claim through non-binding mediation. Mediation shall be initiated by presentation of a statement of dispute, with reasons therefore, to the other party in writing, with a request for mediation. Within 14 days of receipt of the request, the party receiving the request shall respond to the request and propose a list of experienced and appropriately qualified mediators from which to choose, and a proposed schedule for conducting the mediation promptly to attempt to address the concerns raised.

(b) Captions. The captions of this document are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this document and they shall not affect the interpretation hereof.

(c) Exhibits. Each of the Exhibits referenced in this document is attached hereto and incorporated herein.

(d) Amendment. This document may be amended only by an instrument in writing executed by the Parties hereto or their successors and assigns.

(e) Written Consent Required. Whenever a Party is requested to consent or to approve of any matter with respect to which its consent or approval is required by this document, such consent or approval shall be given in writing.

(f) Further Assurances. The Parties shall execute such further documents and instruments as may reasonably be required from time to time by the other Party to effectuate and carry out the provisions hereof and to take such further actions as may reasonably be required to give the terms hereof full force and effect for the benefit of the Parties.

(g) Attorney's Fees. In the event that either Party shall institute any action or proceeding against any other Party hereto to enforce, interpret or seek damages for breach of any of the terms, provisions or conditions of this document, then the prevailing Party in any such action or proceeding shall be entitled to recover from the other Party the reasonable attorney's fees and costs incurred by the prevailing Party in the prosecution or defense of any such action or proceeding.

(h) Terms Run with the Land. The Easements, terms, covenants and conditions herein contained shall run with the land and be binding upon and inure to the benefit of the successors and assigns of the Parties hereto pursuant to California Civil Code Section 1468.

(i) Severability. If any provision of this document shall to any extent be invalid or unenforceable, the remainder of this document (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this document, unless specifically conditioned upon such invalid or unenforceable provision shall be valid and unenforceable to the fullest extent permitted by law.

(j) Governing Law. This document shall be construed and governed in accordance with the laws of the State of California.

EXHIBIT A

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

Parcel One:

The Northeast quarter (NE ¼) of Section 18, in Township 9 South, Range 1 East, Mount Diablo Base and Meridian containing approximately 160 acres according to the Plat of the Survey made by the United States of America.

EXCEPTING THEREFROM, all gas, oil and other hydrocarbon substances and mineral rights.

Together with the right of co-use of the roads, as provided for in the Deed from Loren R. McQueen, husband and wife, to United States of America, dated October 4, 1956 and recorded October 29, 1956 in Book 3642 Official Records, Page 46, as reserved in said Deed.

APN: 562-04-014

Parcel Two:

The North half (N ½) of Lot 4 and the North half (N 1/2) of the Southeast quarter (SE 1/4) of the Northwest quarter (NW 1/4) of Section 18 in Township 9 South, Range 1 East, Mount Diablo Base and Meridian, containing approximately 40 acres according to the Plat of Survey made by the United States of America.

EXCEPTING THEREFROM a strip of land 100 feet wide, along the Southerly line of the above described Parcel more particularly described as follows:

Beginning at the Southwest corner of the North one-half (N ½) of said Lot 4 of said Section 18; thence North along the Westerly line thereof, 100 feet to a point; thence Easterly and parallel with the South line of said North half (N 1/2) of said Lot 4, and the North half of Southeast quarter (SE 1/4) of said Section 18 to a point in the Easterly line of said Southeast quarter of said Section 18; thence South along the Easterly line of said Southeast quarter (SE ¼) 100 feet to the Southeast corner of the North half (N/12) of Southeast quarter; thence Westerly along the South line of North half (N1/2) of said Southeast quarter (SE ¼) and the North half (N 1/2) of said Lot 4 to the point of beginning.

APN: 562-04-013

ALSO EXCEPTING THEREFROM all oil, gas and other hydrocarbon substances and mineral rights.

(We note, but do not insure) the right of way for the benefit of Parcels Two and Three over any and all lands described in the Agreement of Partition by and between B. Ernet Tittel, dated November 21, 1895 and recorded December 7, 1895 in Book 2 of Miscellaneous Records, Page 227, by and road existing upon the common lands or any part thereof as granted and provided

for in the Deed from B. Ernet Tittel, et al, to Wilhelmine Huber dated November 21, 1895 and recorded January 22, 1896 in Book 187 of Deeds, Page 157, and in Deeds of various parcels of said common property.

(When drawing papers, it portion in brackets and substitute thereof the words "Together with")

(We also note, but do not insure) all those certain rights to water reserved in the Agreement by and between John Utaching and F.W. Huber and the right of way for road over the land of John Utaching as provided for in the Deed from F.W. Huber to William E. Tucker, dated December 3, 1914 and recorded March 8, 1917 in Book 433 of Deeds, page 314, and granted in the Deed from William E. Tucker to Florence Medcalf, a single woman dated November 22, 1948 and recorded January 24, 1949 in Book 1733 of Official Records, Page 492.

(When drawing papers, omit portion in brackers and substitute therefore the words "Also Together With")

Parcel Three:

Northeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Section 18, Township 9 South, Range 1 East, M.D.B. & M.

Parcel Four:

Lot 6 of Section 7 and the most Easterly 10 acres of Lot 5 of Section 7, all in Township 9 South of Range 1 East, M.D.B. & M. Said Easterly 10 acres of Lot 5 being a strip containing 10 acres extending along the whole length of the Easterly line of said Lot 5 and bounded by said Easterly line, by the Northerly and Southerly line of said Lot 5 and on the West by a line running from said Northerly line to said Southerly line and running parallel to said Easterly line, the whole tract herein described.

Containing approximately 50 $\frac{49}{100}$ acres.

EXCEPTING THEREFROM so much thereof as described in the Deed from Loren R. McQueen and Marjorie W. McQueen, husband and wife, to The United States of America, dated August 27, 1957 and recorded October 10, 1957 in Book 3910 Official Records, page 173, and in the Deed from Loren R. McQueen and Marjorie W. McQueen, husband and wife, to The United States of America, Dated November 21, 1958 and recorded December 8, 1958 in Book 4252 Official Records, Page 610, as follows:

Commencing at the South one-quarter corner of said Section 7, Township 9 South, Range 1 East, MDM.,
thence along the North-South centerline of said Section 7, North 5° 15' 01" West 993.65 feet to a point;
thence leaving said North-South centerline, South 80° 14' 45" West 201.58 feet to a point;
thence South 15° 00' 00" West 186.82 feet to the centerline of an existing road known as "Loma-Almaden Road";
thence continuing South 15° 00' 00" West 24.05 feet to a point on the Southerly line of said Loma-Almaden Road, said point being 20 feet, measured at right angles, from the centerline of said Loma-Almaden Road and in the true point of beginning;
thence from the true point of beginning, South 15° 00' 00" West 425.81 feet to a point;
thence South 100.00 feet to a point;

thence West 1000 feet to a point;
thence North 325.00 feet to a point;
thence West 194.00 feet to a point;
thence North 316.04 feet to a point on the corps of Engineers traverse line;
thence along said traverse line the following courses;
North 33° 42' 39" East 27.10 feet, North 58° 58' 53" East 199.62 feet;
South 69° 55' 15" East 101.77 feet; South 31° 25' 37" East 100.77 feet and South 49° 29' 22"
East 97.24 feet;
thence leaving said Engineers Traverse line East 107.16 feet;
thence North 315.00 feet to a point;
thence North 80° 14' 45" East 170.14 feet to a point on the Westerly line of aforesaid Loma
Almaden Road; said point bears South 80° 14' 45" West 24.00 feet from the centerline of said
Loma-Almaden Road;
thence along the Westerly and Southerly line of said Loma-Almaden Road and being parallel to
and 20 feet distant from the centerline, the following courses and distances:
Southwesterly on a curve to the right, the center of which bears North 62° 08' 59" West, with a
radius of 90.00 feet, through an angle of 30° 08' 59", for a distance of 47.36 feet;
thence South 58° 00' West 45.00 feet;
thence on a curve to the left with a radius of 70.00 feet, through an angle of 134° for a
distance of 163.71 feet;
thence South 76° 00' East 227.41 feet; thence on a curve to the right with a radius of 180.00
feet, through an angle of 24° for a distance of 75.40 feet;
thence South 52° 00' East 100.93 feet;
thence on a curve to the left with a radius of 120.00 feet, through an angle of 44° for a
distance of 92.15 feet;
thence North 84° 00' East 105.18 feet;
thence on a curve to the left with a radius of 220.00 feet, through an angle of 12° 44' for a
distance of 48.89 feet;
thence North 71° 16' East 19.23 feet to the point of beginning.

Containing approximately 15.035 acres.

Note: (Bearings and coordinates used in this description are based on the State of California Plane Coordinate System, Zone III, California, as described in the U. S. Coast and Geodetic Survey Publication No. 253 and based locally on the U. S. Coast and Geodetic Survey Triangulation Station "Thayer 1947" and a corps of Engineers Triangulation Station "Hum")

Commencing at the South one-quarter corner of said Section 7, Township 9 South, Range 1 East, MDM, thence along the North-South centerline of said Section 7, North 5° 15' 01" West 993.65 feet to the true point of beginning; thence from the true point of beginning South 80° 14' 45" West 201.58 feet to a point; thence South 15° 00' 00" West 162.77 feet to a point on the Northerly line of an existing road known as "Loma-Almaden Road," the centerline of said Loma-Almaden Road bears South 15° 00' 00" West 24.05 feet; thence along the Northerly and Easterly line of said Loma-Almaden Road, and being parallel to and 20 feet distant from the centerline the following courses and distances:

South 71° 16' West 45.93 feet; thence on a curve to the right with a radius of 180.00 feet, through an angle of 12° 44' for a distance of 40.00 feet; thence South 84° 00' West 105.18 feet; thence on a curve to the right with a radius of 80.00 feet, through an angle of 44° for a distance of 61.44 feet; thence North 52° 00' West 100.93 feet; thence on a curve to the left

with a radius of 220.00 feet, through an angle of 24° for a distance of 92.15 feet; thence North 76° 00' West 227.41 feet; thence on a curve to the right with a radius of 30.00 feet, through an angle of 134° for a distance of 70.16 feet; thence North 58° 00' East 45.00 feet, thence on a curve to the right, with a radius of 130.00 feet for a distance of 98.02 feet; thence leaving the Easterly line of said "Loma-Almaden Road" North 80° 14' 45" East 92.45 feet to the point;

Thence North 63° 26' 06" West 273.46 feet to a point;

Thence North 26° 33' 54" East 50.00 feet to a point;

Thence South 63° 26' 06" East 341.48 feet to a point;

Thence North 80° 14' 45" East 592.71 feet to a point on the North-South centerline of said Section 7, thence along the North-South centerline of said Section 7, South 5° 15' 01" East 234.37 feet to the point of beginning.

Containing approximately 5.996 acres.

Note: Bearings and coordinates used in this description are based on the State of California Plane Coordinate System, Zone III, California, as described in the U.S. Coast and Geodetic Survey Publication No. 253 and based locally on a U. S. Coast and Geodetic Survey Triangulation Station "Thayer 1947" and a Corps of Engineers Triangulation Station "Hum".

ALSO EXCEPTING THEREFROM from Parcel Five the Parcel of land conveyed to the United States of America and its assigns by instrument recorded August 3, 1965 in Book 7069 of Official Records, Page 122, described as follows:

All that real property situated in the County of Santa Clara, State of California, being a portion of Section 7, Township 9 South, Range 1 East, Mount Diablo Meridian, being more particularly described as follows:

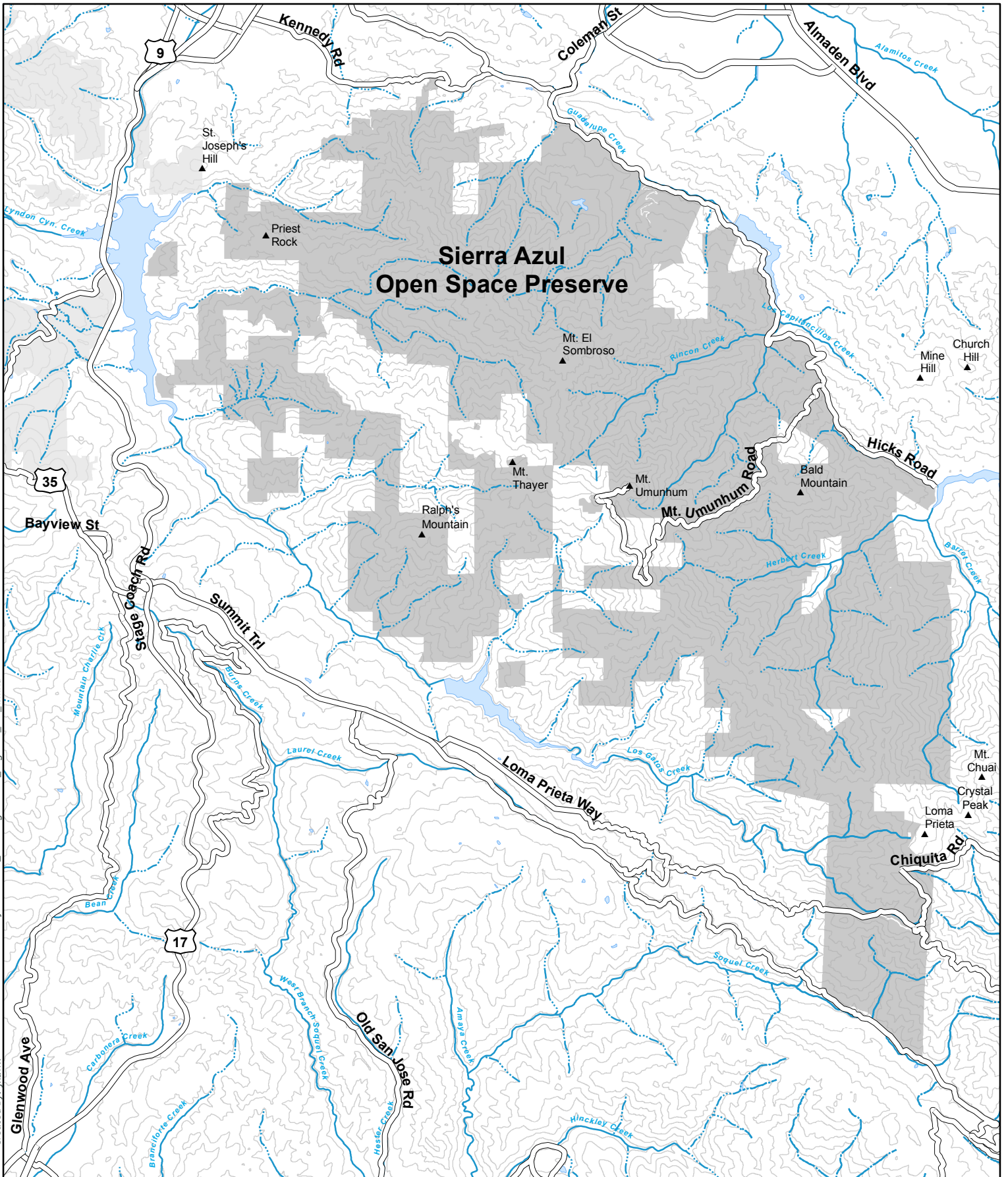
Commencing at the South quarter corner of said Section 7, Township 9 South, Range 1 East, Mount Diablo Meridian, thence North 89° 20' 39" West 861.11 feet, thence North 29° 44' 30" East 263.43 feet; thence West 11.01 feet to a point, said point being the true point of beginning, thence from said point of beginning, South 29° 44' 30" West 115.47 feet; thence West 342.87 feet; thence North 100 feet; thence East 400.00 feet to the true point of beginning.

Containing 0.85 acres, more or less.

Parcel Five:

Lots 3 and 4 of Section 7, Township 9 South, Range 1 East, Mount Diablo Base and Meridian.

APN: 562-08-011



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Created By: jhawk

Sierra Azul EXHIBIT B

- Sierra Azul Open Space Preserve
- Other MROSD Preserves
- Highways and Major Roads

EXHIBIT B

Midpeninsula Regional
Open Space District
(MROSD)



September, 2015



EXHIBIT C

Mount Umunhum Road

EASEMENT for Right of Way

That portion of land situated in the unincorporated area of the County of Santa Clara, State of California, over and across the following described real property:

Lot 6 of Section 7 in Township 9 South of Range 1 East, M.D.B. & M. (As Described in the QUITCLAIM DEED recorded December 26, 1995 in Book 139 of Official Records, Page 0434 under Recorder's Serial Number 13140045)

And,

The Northeast quarter (NE ¼) of Section 18, in Township 9 South, Range 1 East, Mount Diablo Base and Meridian containing approximately 160 acres according to the Plat of the Survey made by the United States of America.

More particularly described as:

EASEMENT for RIGHT OF WAY PURPOSES - 1

A strip of land **60.00 feet in width**, lying 30.00 on each side of the following described Centerline:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West a distance of 2669.62 feet; thence, South 57°13'46" East a distance of 28.38 feet to the South one-quarter corner of said Section 7 as on the Record of Survey filed January 29, 2015 in Book 880 of maps, at page 48 to 49, thence along the North-South centerline of said Section 7, North 4° 56' 26" West 993.65 feet to a point; thence leaving said North-South centerline, South 80° 33' 20" West 201.58 feet to a point; thence South 15° 18' 35" West 189.14 feet to the existing road known as "Loma-Almaden Road" being **the Point of Beginning**;

From the beginning of a curve concave *southerly* having a radius of 225.00 feet to which a radial line bears North 16°26'50" West;
Thence, **(1)** *easterly* along said curve through a central angle of 24°37'19" an arc length of 96.69 feet;

Thence, **(2)** South $81^{\circ}48'52''$ East a distance of 25.89 feet to the beginning of a curve concave *southerly* having a radius of 300.00 feet;

Thence, **(3)** *easterly* along said curve through a central angle of $4^{\circ}04'56''$ an arc length of 21.37 feet to the beginning of a compound curve concave *southerly* having a radius of 1490.89 feet;

Thence, **(4)** *easterly* along said curve through a central angle of $4^{\circ}00'52''$ an arc length of 104.46 feet to the beginning of a compound curve concave *southwesterly* having a radius of 241.06 feet;

Thence, **(5)** *southeasterly* along said curve through a central angle of $13^{\circ}33'58''$ an arc length of 57.08 feet to the beginning of a compound curve concave *westerly* having a radius of 54.40 feet;

Thence, **(6)** *southerly* along said curve through a central angle of $80^{\circ}30'16''$ an arc length of 76.43 feet to the beginning of a compound curve concave *northwesterly* having a radius of 91.40 feet;

Thence, **(7)** *southwesterly* along said curve through a central angle of $16^{\circ}15'30''$ an arc length of 25.94 feet;

Thence, **(8)** South $36^{\circ}36'41''$ West a distance of 53.98 feet to the beginning of a curve concave *easterly* having a radius of 78.34 feet;

Thence, **(9)** *southerly* along said curve through a central angle of $111^{\circ}29'20''$ an arc length of 152.43 feet;

Thence, **(10)** South $74^{\circ}52'39''$ East a distance of 13.20 feet to the beginning of a curve concave *southerly* having a radius of 829.93 feet;

Thence, **(11)** *easterly* along said curve through a central angle of $5^{\circ}22'37''$ an arc length of 77.89 feet to the beginning of a compound curve concave *southwesterly* having a radius of 156.79 feet;

Thence, **(12)** *southeasterly* along said curve through a central angle of $22^{\circ}15'56''$ an arc length of 60.93 feet to the beginning of a compound curve concave *westerly* having a radius of 75.00 feet;

Thence, **(13)** *southerly* along said curve through a central angle of $50^{\circ}55'52''$ an arc length of 66.67 feet;

Thence, **(14)** South $3^{\circ}41'46''$ West a distance of 86.12 feet to the beginning of a curve concave *easterly* having a radius of 75.00 feet;

Thence, **(15)** *southerly* along said curve through a central angle of $24^{\circ}35'29''$ an arc length of 32.19 feet;

Thence, **(16)** South $20^{\circ}53'42''$ East a distance of 55.60 feet to the beginning of a curve concave *westerly* having a radius of 352.40 feet;

Thence, **(17)** *southerly* along said curve through a central angle of $16^{\circ}07'13''$ an arc length of 99.15 feet to the beginning of a compound curve concave *westerly* having a radius of 198.69 feet;

Thence, **(18)** *southerly* along said curve through a central angle of $15^{\circ}41'22''$ an arc length of 54.41 feet to the beginning of a reverse curve concave *easterly* having a radius of 51.85 feet;

Thence, **(19)** *southerly* along said curve through a central angle of $49^{\circ}58'58''$ an arc length of 45.23 feet;

Thence, **(20)** South $39^{\circ}04'06''$ East a distance of 22.82 feet to the beginning of a curve concave *northeasterly* having a radius of 92.76 feet;

Thence, **(21)** *southeasterly* along said curve through a central angle of $38^{\circ}12'20''$ an arc length of 61.85 feet;

Thence, **(22)** South $77^{\circ}16'26''$ East a distance of 16.97 feet to the beginning of a curve concave *southwesterly* having a radius of 113.20 feet;

Thence, **(23)** *southeasterly* along said curve through a central angle of $49^{\circ}31'56''$ an arc length of 97.86 feet;

Thence, **(24)** South $27^{\circ}44'29''$ East a distance of 32.37 feet to the beginning of a curve concave *northeasterly* having a radius of 164.62 feet;

Thence, **(25)** *southeasterly* along said curve through a central angle of $20^{\circ}08'10''$ an arc length of 57.85 feet;

Thence, **(26)** South $47^{\circ}52'39''$ East a distance of 221.89 feet to the beginning of a curve concave *southwesterly* having a radius of 374.84 feet;

Thence, **(27)** *southeasterly* along said curve through a central angle of $10^{\circ}30'41''$ an arc length of 68.77 feet to the beginning of a compound curve concave *southwesterly* having a radius of 300.00 feet;

Thence, **(28)** *southeasterly* along said curve through a central angle of $16^{\circ}47'00''$ an arc length of 87.88 feet;

Thence, **(29)** South $20^{\circ}34'57''$ East a distance of 13.17 feet to the beginning of a curve concave *westerly* having a radius of 375.00 feet;

Thence, **(30)** *southerly* along said curve through a central angle of $6^{\circ}43'37''$ an arc length of 44.03 feet;

Thence, **(31)** South $13^{\circ}51'20''$ East a distance of 76.33 feet to the beginning of a curve concave *westerly* having a radius of 1800.00 feet;

Thence, **(32)** *southerly* along said curve through a central angle of $0^{\circ}04'52''$ an arc length of 2.55 feet;

Thence, **(33)** South $13^{\circ}46'28''$ East a distance of 64.87 feet to the beginning of a curve concave *westerly* having a radius of 525.00 feet;

Thence, **(34)** *southerly* along said curve through a central angle of $7^{\circ}26'28''$ an arc length of 68.18 feet;

Thence, **(35)** South $6^{\circ}20'00''$ East a distance of 31.98 feet to the beginning of a curve concave *easterly* having a radius of 1125.00 feet;

Thence, **(36)** *southerly* along said curve through a central angle of $3^{\circ}23'45''$ an arc length of 66.68 feet;

Thence, **(37)** South $9^{\circ}43'45''$ East a distance of 27.01 feet to the beginning of a curve concave *easterly* having a radius of 1350.00 feet;

Thence, **(38)** *southerly* along said curve through a central angle of $3^{\circ}23'30''$ an arc length of 79.91 feet;

Thence, **(39)** South $13^{\circ}07'15''$ East a distance of 50.69 feet to the beginning of a curve concave *westerly* having a radius of 150.00 feet;

Thence, **(40)** *southerly* along said curve through a central angle of $6^{\circ}55'50''$ an arc length of 18.14 feet;

Thence, **(41)** South $6^{\circ}11'24''$ East a distance of 42.59 feet to the beginning of a curve concave *westerly* having a radius of 675.00 feet;

Thence, **(42)** *southerly* along said curve through a central angle of $8^{\circ}13'19''$ an arc length of 96.86 feet;

Thence, **(43)** South $2^{\circ}01'55''$ West a distance of 20.56 feet to the beginning of a

curve concave westerly having a radius of 300.00 feet;
Thence, **(44)** southerly along said curve through a central angle of $11^{\circ}42'11''$ an arc length of 61.28 feet;
Thence, **(45)** South $13^{\circ}44'05''$ West a distance of 4.49 feet to the beginning of a curve concave easterly having a radius of 450.00 feet;
Thence, **(46)** southerly along said curve through a central angle of $16^{\circ}42'46''$ an arc length of 131.26 feet;
Thence, **(47)** South $2^{\circ}58'40''$ East a distance of 19.60 feet to the beginning of a curve concave westerly having a radius of 75.00 feet;
Thence, **(48)** southerly along said curve through a central angle of $22^{\circ}13'09''$ an arc length of 29.08 feet;
Thence, **(49)** South $19^{\circ}14'29''$ West a distance of 32.72 feet to the beginning of a curve concave northwesterly having a radius of 113.76 feet;
Thence, **(50)** southwestery along said curve through a central angle of $23^{\circ}12'26''$ an arc length of 46.08 feet to the beginning of a reverse curve concave southeasterly having a radius of 98.25 feet;
Thence, **(51)** southwestery along said curve through a central angle of $30^{\circ}04'26''$ an arc length of 51.57 feet;
Thence, **(52)** South $12^{\circ}22'29''$ West a distance of 41.33 feet to the beginning of a curve concave easterly having a radius of 382.91 feet;
Thence, **(53)** southerly along said curve through a central angle of $12^{\circ}13'46''$ an arc length of 81.73 feet to the beginning of a compound curve concave easterly having a radius of 75.39 feet;
Thence, **(54)** southerly along said curve through a central angle of $41^{\circ}23'52''$ an arc length of 54.47 feet;
Thence, **(55)** South $41^{\circ}15'08''$ East a distance of 18.31 feet to the beginning of a curve concave northeasterly having a radius of 95.77 feet;
Thence, **(56)** southeasterly along said curve through a central angle of $17^{\circ}07'02''$ an arc length of 28.61 feet;
Thence, **(57)** South $58^{\circ}22'11''$ East a distance of 88.02 feet to the beginning of a curve concave northerly having a radius of 163.44 feet;
Thence, **(58)** easterly along said curve through a central angle of $19^{\circ}11'21''$ an arc length of 54.74 feet;
Thence, **(59)** South $77^{\circ}33'32''$ East a distance of 48.31 feet to the beginning of a curve concave southwestery having a radius of 138.00 feet;
Thence, **(60)** southeasterly along said curve through a central angle of $37^{\circ}46'16''$ an arc length of 90.97 feet;
Thence, **(61)** South $39^{\circ}47'15''$ East a distance of 31.96 feet to the beginning of a curve concave northeasterly having a radius of 104.05 feet;
Thence, **(62)** southeasterly along said curve through a central angle of $53^{\circ}56'40''$ an arc length of 97.96 feet;
Thence, **(63)** North $86^{\circ}16'04''$ East a distance of 23.05 feet to the beginning of a curve concave northerly having a radius of 308.79 feet;
Thence, **(64)** easterly along said curve through a central angle of $14^{\circ}05'10''$ an arc length of 75.92 feet to the beginning of a reverse curve concave southerly having a radius of 225.00 feet;

Thence, **(65)** easterly along said curve through a central angle of 34°01'27" an arc length of 133.61 feet to the beginning of a reverse curve concave northerly having a radius of 379.69 feet;

Thence, **(66)** easterly along said curve through a central angle of 4°22'48" an arc length of 29.03 feet;

Thence, **(67)** South 78°10'27" East a distance of 46.49 feet to the beginning of a curve concave southerly having a radius of 75.00 feet;

Thence, **(68)** easterly along said curve through a central angle of 6°00'58" an arc length of 7.88 feet;

Thence, **(69)** South 72°09'29" East a distance of 15.17 feet to the beginning of a curve concave southwesterly having a radius of 124.04 feet;

Thence, **(70)** southeasterly along said curve through a central angle of 31°07'55" an arc length of 67.40 feet;

Thence, **(71)** South 41°01'34" East a distance of 6.29 feet to the beginning of a curve concave southwesterly having a radius of 1350.00 feet;

Thence, **(72)** southeasterly along said curve through a central angle of 1°31'59" an arc length of 36.12 feet;

Thence, **(73)** South 39°29'35" East a distance of 79.17 feet to the beginning of a curve concave westerly having a radius of 208.89 feet;

Thence, **(74)** southerly along said curve through a central angle of 36°57'44" an arc length of 134.76 feet;

Thence, **(75)** South 2°31'51" East a distance of 208.37 feet to the beginning of a curve concave easterly having a radius of 310.94 feet;

Thence, **(76)** southerly along said curve through a central angle of 10°39'29" an arc length of 57.84 feet to the beginning of a reverse curve concave westerly having a radius of 177.00 feet;

Thence, **(77)** southerly along said curve through a central angle of 40°37'53" an arc length of 125.52 feet;

Thence, **(78)** South 27°26'33" West a distance of 34.04 feet to a point on the Southerly Line of the Northeast quarter (NE ¼) of Section 18, in Township 9 South, Range 1 East, Mount Diablo Base and Meridian, **and Referenced in this document as "Point A"**;

The sidelines of said strip shall be prolonged or shortened so as to begin and terminate at the easterly and northerly lines of said property.

(Containing 233,886.3 Square Feet – 5.37 Acres)

And,

EASEMENT for RIGHT OF WAY PURPOSES – (2)

A strip of land **60.00 feet in width**, lying 30.00 on each side of the following described Centerline:

Commencing at a point on the Southerly of the Northeast quarter (NE $\frac{1}{4}$) of Section 18, in Township 9 South, Range 1 East, Mount Diablo Base and Meridian

Referenced in this document previously as "Point A"; thence along said Southerly line South $88^{\circ}41'06''$ East a distance of 254.64 feet to the **Point of Beginning**;

Along a curve concave easterly having a radius of 115.70 feet to which a radial line bears North $80^{\circ}48'37''$ West;

Thence, **(1)** northerly along said curve through a central angle of $0^{\circ}46'39''$ an arc length of 1.57 feet;

Thence, **(2)** North $9^{\circ}56'54''$ East a distance of 46.30 feet to the beginning of a curve concave westerly having a radius of 160.87 feet;

Thence, **(3)** northerly along said curve through a central angle of $16^{\circ}21'50''$ an arc length of 45.95 feet;

Thence, **(4)** North $6^{\circ}24'56''$ West a distance of 25.21 feet to the beginning of a curve concave easterly having a radius of 135.54 feet;

Thence, **(5)** northerly along said curve through a central angle of $54^{\circ}17'29''$ an arc length of 128.43 feet;

Thence, **(6)** North $47^{\circ}52'33''$ East a distance of 49.87 feet to the beginning of a curve concave northwesterly having a radius of 138.72 feet;

Thence, **(7)** northeasterly along said curve through a central angle of $34^{\circ}56'44''$ an arc length of 84.61 feet;

Thence, **(8)** North $12^{\circ}55'49''$ East a distance of 22.16 feet to the beginning of a curve concave southeasterly having a radius of 137.09 feet;

Thence, **(9)** northeasterly along said curve through a central angle of $24^{\circ}26'16''$ an arc length of 58.47 feet;

Thence, **(10)** North $37^{\circ}22'05''$ East a distance of 63.26 feet to the beginning of a curve concave westerly having a radius of 126.58 feet;

Thence, **(11)** northerly along said curve through a central angle of $58^{\circ}48'28''$ an arc length of 129.92 feet;

Thence, **(12)** North $21^{\circ}26'23''$ West a distance of 27.78 feet to the beginning of a curve concave southwestly having a radius of 214.73 feet;

Thence, **(13)** northwesterly along said curve through a central angle of $14^{\circ}41'57''$ an arc length of 55.09 feet to the beginning of a reverse curve concave easterly having a radius of 79.10 feet;

Thence, **(14)** northerly along said curve through a central angle of $98^{\circ}55'29''$ an arc length of 136.58 feet;

Thence, **(15)** North $62^{\circ}47'10''$ East a distance of 72.03 feet to the beginning of a curve concave northwesterly having a radius of 235.74 feet;

Thence, **(16)** northeasterly along said curve through a central angle of $12^{\circ}09'41''$ an arc length of 50.04 feet;

Thence, **(17)** North $50^{\circ}37'28''$ East a distance of 156.44 feet to the beginning of a curve concave westerly having a radius of 137.64 feet;

Thence, **(18)** northerly along said curve through a central angle of $64^{\circ}03'36''$ an arc length of 153.89 feet;

Thence, **(19)** North $13^{\circ}26'08''$ West a distance of 11.76 feet to the beginning of a curve concave westerly having a radius of 149.47 feet;

Thence, **(20)** *northerly* along said curve through a central angle of $14^{\circ}33'20''$ an arc length of 37.97 feet;

Thence, **(21)** North $27^{\circ}59'28''$ West a distance of 40.31 feet to the beginning of a curve concave *easterly* having a radius of 210.32 feet;

Thence, **(22)** *northerly* along said curve through a central angle of $28^{\circ}46'54''$ an arc length of 105.65 feet;

Thence, **(23)** North $0^{\circ}47'26''$ East a distance of 33.14 feet to the beginning of a curve concave *easterly* having a radius of 656.27 feet;

Thence, **(24)** *northerly* along said curve through a central angle of $9^{\circ}07'20''$ an arc length of 104.49 feet;

Thence, **(25)** North $9^{\circ}54'46''$ East a distance of 27.27 feet to the beginning of a curve concave *easterly* having a radius of 506.40 feet;

Thence, **(26)** *northerly* along said curve through a central angle of $3^{\circ}15'55''$ an arc length of 28.86 feet;

Thence, **(27)** North $13^{\circ}10'40''$ East a distance of 5.92 feet to the beginning of a curve concave *easterly* having a radius of 867.20 feet;

Thence, **(28)** *northerly* along said curve through a central angle of $10^{\circ}20'03''$ an arc length of 156.41 feet;

Thence, **(29)** North $23^{\circ}30'44''$ East a distance of 154.02 feet to the beginning of a curve concave *southeasterly* having a radius of 395.69 feet;

Thence, **(30)** *northeasterly* along said curve through a central angle of $9^{\circ}53'05''$ an arc length of 68.27 feet to the beginning of a reverse curve concave *westerly* having a radius of 85.46 feet;

Thence, **(31)** *northerly* along said curve through a central angle of $32^{\circ}38'40''$ an arc length of 48.69 feet;

Thence, **(32)** North $0^{\circ}45'08''$ East a distance of 30.65 feet to the beginning of a curve concave *westerly* having a radius of 160.64 feet;

Thence, **(33)** *northerly* along said curve through a central angle of $14^{\circ}58'43''$ an arc length of 42.00 feet;

Thence, **(34)** North $14^{\circ}13'35''$ West a distance of 35.61 feet to the beginning of a curve concave *southeasterly* having a radius of 70.14 feet;

Thence, **(35)** *northeasterly* along said curve through a central angle of $151^{\circ}40'08''$ an arc length of 185.66 feet to the beginning of a compound curve concave *southwesterly* having a radius of 197.96 feet;

Thence, **(36)** *southeasterly* along said curve through a central angle of $31^{\circ}39'37''$ an arc length of 109.39 feet;

Thence, **(37)** South $10^{\circ}53'50''$ East a distance of 70.92 feet to the beginning of a curve concave *westerly* having a radius of 312.72 feet;

Thence, **(38)** *southerly* along said curve through a central angle of $36^{\circ}24'58''$ an arc length of 198.76 feet to the beginning of a compound curve concave *northwesterly* having a radius of 541.40 feet;

Thence, **(39)** *southwesterly* along said curve through a central angle of $11^{\circ}07'37''$ an arc length of 105.14 feet to the beginning of a reverse curve concave *northeasterly* having a radius of 85.02 feet;

Thence, **(40)** *southeasterly* along said curve through a central angle of $173^{\circ}23'44''$ an arc length of 257.29 feet;


Thence, **(41)** North 43°15'01" East a distance of 11.73 feet to the Easterly line of the Northeast quarter (NE ¼) of Section 18, in Township 9 South, Range 1 East, Mount Diablo Base and Meridian.

The sidelines of said strip shall be prolonged or shortened so as to begin and terminate at the Easterly and Southerly lines of said property.

(Containing 190,599.68 Square Feet – 4.38 Acres)

END OF DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature 

Date September 18, 2015

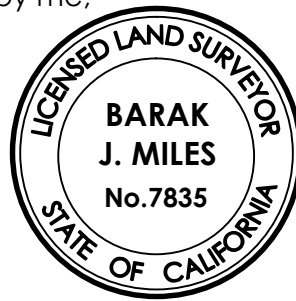


Exhibit C (cont)

Mount Umunhum Road

LAND OF MROSP

562-08-004

SEE RECORD OF SURVEY
BOOK 880 PAGE 48-49
SANTA CLARA COUNTY

SEC. 7 T.9 SOUTH
R. 1 EAST, MDB & M

SECTION CORNER PER
723 M 11 (1999)

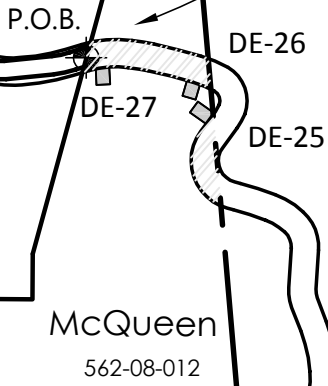
2669.62
N88°52'10"W

ROAD EASEMENT -1
(233,886.3 Square Feet)
(5.37 Acres)

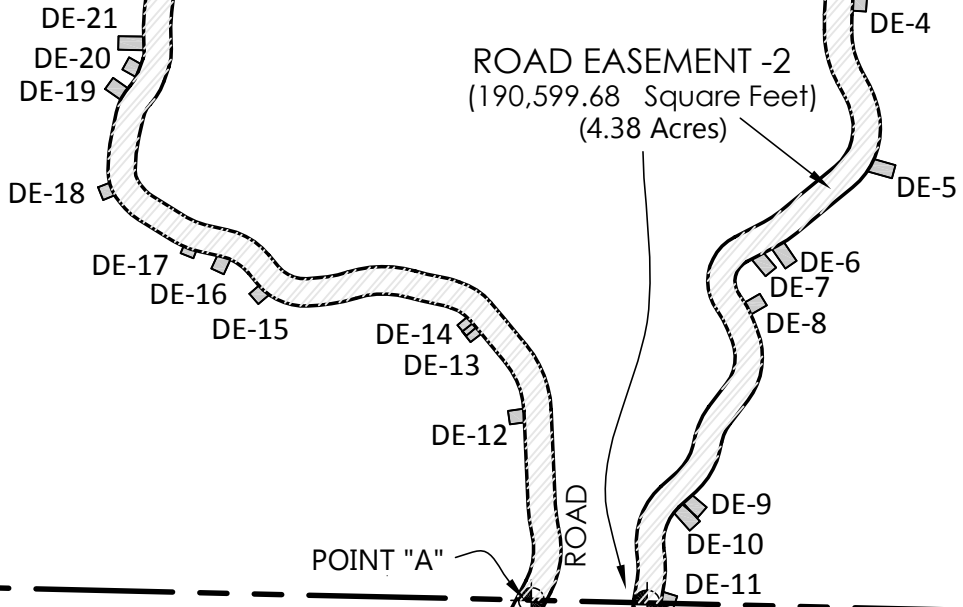
60' WIDE TYPICAL

LAND OF McQueen
SEC. 18 T.9 SOUTH
R. 1 EAST, MDB & M
562-04-014

ROAD EASEMENT -2
(190,599.68 Square Feet)
(4.38 Acres)



McQueen
562-04-013



POINT "A"

P.O.B.

LAND OF MROSP

562-08-007



GEO-WEST Land Surveys

PO BOX 1383, San Luis Obispo, CA 93406
www.aeo-west.com 805.461.5560



EXHIBIT D

DRAINAGE EASEMENT

That portion of land situated in the unincorporated area of the County of Santa Clara, State of California, over and across the following described real property:

Lot 6 of Section 7 in Township 9 South of Range 1 East, M.D.B. & M. (As Described in the QUITCLAIM DEED recorded December 26, 1995 in Book 139 of Official Records, Page 0434 under Recorder's Serial Number 13140045)

And,

The Northeast quarter (NE ¼) of Section 18, in Township 9 South, Range 1 East, Mount Diablo Base and Meridian containing approximately 160 acres according to the Plat of the Survey made by the United States of America.

More particularly described as:

DRAINAGE EASEMENT - DE01

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 30.73 feet; thence South 1°07'50" West a distance of 989.65 feet to the **Point of Beginning;**

Thence, **(1)** North 59°09'34" West a distance of 37.73 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 1,134 Square Feet)

DRAINAGE EASEMENT - DE02

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52' 10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 171.56 feet; thence South 1°07'50" West a distance of 756.03 feet to the **Point of Beginning**;

Thence, **(1)** North 72°44'48" West a distance of 10.84 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 335 Square Feet)

DRAINAGE EASEMENT - DE03

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52' 10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 299.11 feet; thence South 1°07'50" West a distance of 1173.05 feet to the **Point of Beginning**;

Thence, **(1)** North 82°25'34" West a distance of 33.63 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 1,008 Square Feet)

DRAINAGE EASEMENT - DE04

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52' 10" West, as shown on book 880 of

record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 308.35 feet; thence South 1°07'50" West a distance of 1246.51 feet to the **Point of Beginning**;

Thence, **(1)** North 86°30'18" West a distance of 48.00 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 940 Square Feet)

DRAINAGE EASEMENT - DE05

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 241.24 feet; thence South 1°07'50" West a distance of 1612.17 feet to the **Point of Beginning**;

Thence, **(1)** North 74°33'28" West a distance of 52.18 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 1,573 Square Feet)

DRAINAGE EASEMENT - DE06

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 463.05 feet; thence South 1°07'50" West a distance of 1820.81 feet to the **Point of Beginning**;

Thence, **(1)** North 34°26'35" West a distance of 50.86 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 1,529 Square Feet)

DRAINAGE EASEMENT - DE07

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 507.02 feet; thence South 1°07'50" West a distance of 1838.01 feet to the **Point of Beginning**;

Thence, **(1)** North 39°38'58" West a distance of 45.75 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 1,372 Square Feet)

DRAINAGE EASEMENT - DE08

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 522.34 feet; thence South 1°07'50" West a distance of 1898.95 feet to the **Point of Beginning**;

Thence, **(1)** South 60°05'53" West a distance of 38.94 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 1,173 Square Feet)

DRAINAGE EASEMENT - DE09

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa

Clara County file number 22840383, a distance of 647.42 feet; thence South 1°07'50" West a distance of 2369.25 feet to the **Point of Beginning**;

Thence, **(1)** North 49°35'53" West a distance of 43.39 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 1,301 Square Feet)

DRAINAGE EASEMENT – DE10

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 662.92 feet; thence South 1°07'50" West a distance of 2399.37 feet to the **Point of Beginning**;

Thence, **(1)** North 41°57'54" West a distance of 54.31 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 1,621 Square Feet)

DRAINAGE EASEMENT – DE11

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 703.21 feet; thence South 1°07'50" West a distance of 2568.65 feet to the **Point of Beginning**;

Thence, **(1)** North 72°26'30" West a distance of 30.72 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 921 Square Feet)

DRAINAGE EASEMENT – DE12

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 1076.27 feet; thence South 1°07'50" West a distance of 2169.63 feet to the **Point of Beginning;**

Thence, **(1)** North 81°55'19" East a distance of 33.70 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 1,011 Square Feet)

DRAINAGE EASEMENT – DE13

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 1173.52 feet; thence South 1°07'50" West a distance of 1993.83 feet to the **Point of Beginning;**

Thence, **(1)** North 52°22'43" East a distance of 30.14 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 903 Square Feet)

DRAINAGE EASEMENT – DE14

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa

Clara County file number 22840383, a distance of 1183.20 feet; thence South 1°07'50" West a distance of 1980.05 feet to the **Point of Beginning**;

Thence, **(1)** North 50°06'32" East a distance of 28.29 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 847 Square Feet)

DRAINAGE EASEMENT – DE15

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 1641.87 feet; thence South 1°07'50" West a distance of 1919.57 feet to the **Point of Beginning**;

Thence, **(1)** North 48°54'49" East a distance of 28.44 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 862 Square Feet)

DRAINAGE EASEMENT – DE16

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 1722.79 feet; thence South 1°07'50" West a distance of 1860.29 feet to the **Point of Beginning**;

Thence, **(1)** North 24°39'39" East a distance of 34.43 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 1,023 Square Feet)

DRAINAGE EASEMENT – DE17

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 1790.66 feet; thence South 1°07'50" West a distance of 1827.57 feet to the **Point of Beginning;**

Thence, **(1)** North 21°51'51" East a distance of 16.26 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 494 Square Feet)

DRAINAGE EASEMENT – DE18

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 1983.74 feet; thence South 1°07'50" West a distance of 1695.07 feet to the **Point of Beginning;**

Thence, **(1)** North 67°54'22" East a distance of 26.55 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 807 Square Feet)

DRAINAGE EASEMENT – DE19

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa

Clara County file number 22840383, a distance of 1969.50 feet; thence South 1°07'50" West a distance of 1452.29 feet to the **Point of Beginning**;

Thence, **(1)** South 55°16'49" East a distance of 39.96 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 1,208 Square Feet)

DRAINAGE EASEMENT – DE20

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 1933.90 feet; thence South 1°07'50" West a distance of 1407.69 feet to the **Point of Beginning**;

Thence, **(1)** South 60°50'22" East a distance of 32.84 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 982 Square Feet)

DRAINAGE EASEMENT – DE21

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 1950.73 feet; thence South 1°07'50" West a distance of 1363.05 feet to the **Point of Beginning**;

Thence, **(1)** South 88°58'47" East a distance of 55.75 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 1,673 Square Feet)

DRAINAGE EASEMENT – DE22

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North $88^{\circ}52'10''$ West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 1935.46 feet; thence South $1^{\circ}07'50''$ West a distance of 939.29 feet to the **Point of Beginning**;

Thence, **(1)** North $72^{\circ}03'22''$ East a distance of 30.94 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 929 Square Feet)

DRAINAGE EASEMENT – DE23

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North $88^{\circ}52'10''$ West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 2065.82 feet; thence South $1^{\circ}07'50''$ West a distance of 516.35 feet to the **Point of Beginning**;

Thence, **(1)** North $68^{\circ}27'56''$ East a distance of 65.59 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 1,967 Square Feet)

DRAINAGE EASEMENT – DE24

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North $88^{\circ}52'10''$ West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 2260.95 feet; thence South $1^{\circ}07'50''$ West a distance of 265.45 feet to the **Point of Beginning**;

Thence, **(1)** North 48°18'41" East a distance of 32.25 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 968 Square Feet)

DRAINAGE EASEMENT – DE25

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 2756.52 feet; thence South 1°07'50" West a distance of 647.98 feet to the **Point of Beginning;**

Thence, **(1)** South 54°12'06" East a distance of 43.79 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 1,314 Square Feet)

DRAINAGE EASEMENT – DE26

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 2767.95 feet; thence North 1°07'50" East a distance of 667.94 feet to the **Point of Beginning;**

Thence, **(1)** North 16°08'16" East a distance of 35.58 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 1,064 Square Feet)

DRAINAGE EASEMENT – DE27

The Centerline of a **30 FEET wide easement for Drainage** purposes described as follows:

Commencing at the North East Section corner of Section 18 Township 9 South, Range 1 East, MDM. At a 2" Iron Disk Stamped LS 5713; thence, along the Northerly line of said Section 18 North 88°52'10" West, as shown on book 880 of record of surveys at page 48-49 recorded in the county recorder's office in Santa Clara County file number 22840383, a distance of 2956.58 feet; thence North 1°07'50" East a distance of 693.18 feet to the **Point of Beginning;**

Thence, **(1)** North 03°01'37" West a distance of 37.55 feet to the Sideline a 60 feet wide road easement granted to Midpeninsula Regional Open Space District and sidelines of said strip shall be prolonged or shortened so as to terminate at the sideline of said 60 feet wide road easement.

(Containing 1,121 Square Feet)

END OF DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature Barak J. Miles

Date September 11, 2015

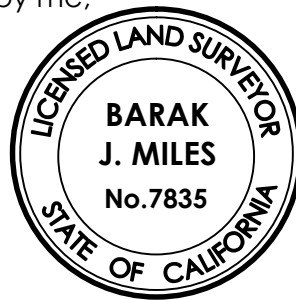


Exhibit D (Cont)

Mount Umunhum Road

LAND OF MROSP

562-08-004

SEE RECORD OF SURVEY
BOOK 880 PAGE 48-49
SANTA CLARA COUNTY

SEC. 7 T.9 SOUTH
R. 1 EAST, MDB & M

SECTION CORNER PER
723 M 11 (1999)

2669.62
N88°52'10"W

DE-24
ROAD EASEMENT -1
(233,886.3 Square Feet)
(5.37 Acres)

60' WIDE TYPICAL

LAND OF McQueen
SEC. 18 T.9 SOUTH
R. 1 EAST, MDB & M
562-04-014

ROAD EASEMENT -2
(190,599.68 Square Feet)
(4.38 Acres)

P.O.B.
DE-27
DE-26
DE-25
McQueen
562-08-012

McQueen
562-04-013



DE-23
DE-22
DE-21
DE-20
DE-19
DE-18
DE-17
DE-16
DE-15
DE-14
DE-13
DE-12
DE-11
DE-10
DE-9
DE-8
DE-7
DE-6
DE-5
DE-4
DE-3
DE-2
DE-1
POINT "A"
ROAD
MT. UMONHUM
P.O.B.

LAND OF MROSP
562-08-007



GEO-WEST

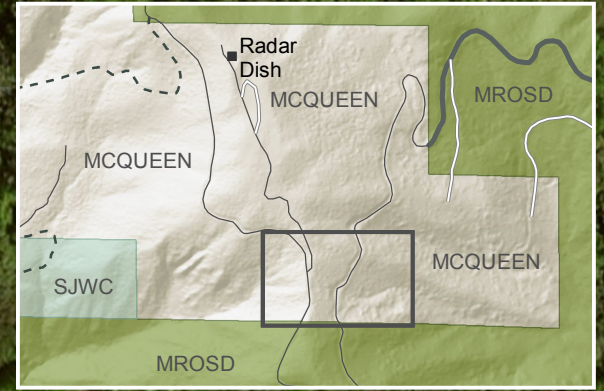
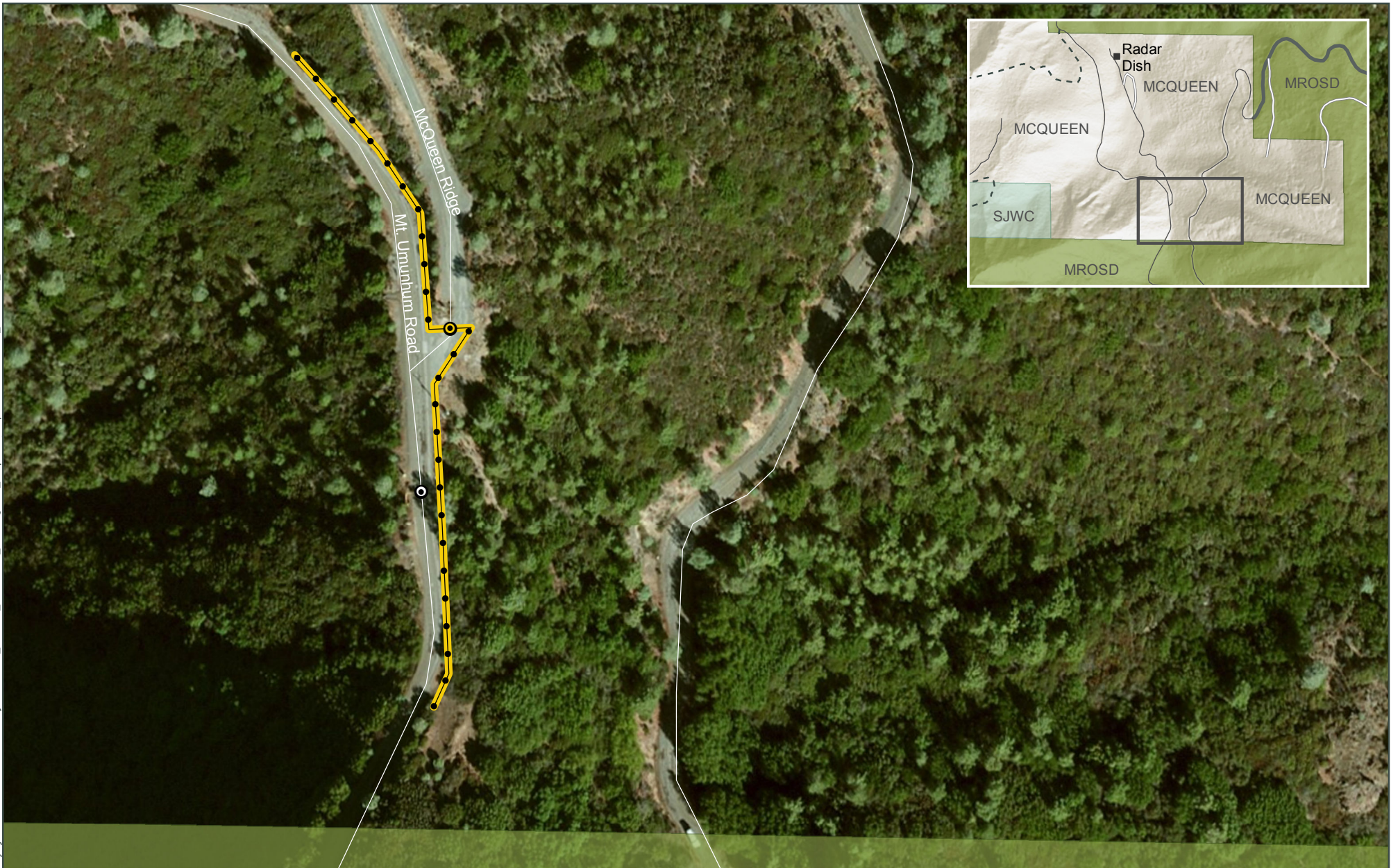
Land Surveys




PO BOX 1383, San Luis Obispo, CA 93406
www.aeo-west.com 805.461.5560



Path: G:\Projects\Sierra_Azul\Mt_Umunhum_Proposal\Proposed\FenceGates_20151105_SA13.mxd

Created By: jhawk



-  MROSD Preserves
-  Watershed Land
-  Private Property




-  Existing Gate
-  Proposed Gate
-  Proposed Fencing

EXHIBIT E

Midpeninsula Regional
Open Space District
(MROSD)



November, 2015



While the District strives to use the best available digital data, this data does not represent a legal survey and is merely a graphic illustration of geographic features.

EXHIBIT 2

PATROL AND MAINTENANCE EASEMENT (Mt. Thayer Access)

MOUNT UMUNHUM LIMITED PARTNERSHIP

A Patrol and Maintenance Easement (“Easement”), on the following terms:

RECITALS

A. Mount Umunhum Limited Partnership (“Owner”) is the owner of certain real property situated in the County of Santa Clara, State of California, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference, Assessor’s Parcel Numbers 562-08-011 and 562-08-012 (the “Owner’s Parcels”).

B. The Midpeninsula Regional Open Space District (“District”) is the owner of certain real property situated in Santa Clara County, which is immediately adjacent to the Owner’s Parcels and is commonly known as the Sierra Azul Open Space Preserve, as it currently exists or may be expanded in the future, as generally depicted in Exhibit B attached hereto and incorporated herein by this reference (the “District Preserve”).

C. District seeks to acquire from Owner a perpetual, non-exclusive easement in, over, along, and through a portion of Owner’s Parcels for District purposes including District staff, contractors and invitees for access, patrol, maintenance, repair, replacement and emergency access, as more particularly described in this Easement.

TERMS OF EASEMENT

1. Patrol and Maintenance Easement.

(a) Easement Scope and Description. A perpetual, non-exclusive easement over a roadway commonly known as Mt. Thayer Road (“Easement”) as set forth in this Section 1 as appurtenant to the District Preserve as it currently exists or may be expanded in the future for District staff, contractors and invitees, for access, patrol, property maintenance, road maintenance, drainage, repair, replacement, emergency access, and other related uses in, on, over, along, and through a portion of Owner’s Parcels. The Easement shall not include any rights for general public access. A legal description and plat map of the Easement, Exhibit C and Exhibit D, respectively, are attached hereto and incorporated herein by this reference.

(b) Term. The term of the Easement shall be perpetual as long as the District Preserve is used for public open space and park purposes in accordance with Public Resources Code section 5500 et seq.

(c) Construction. District shall perform and be financially responsible for all construction and upgrade work to Mt. Thayer Road within the Easement. Such construction and

upgrade work shall include, but not be limited to road resurfacing, slope stability, drainage improvements, and safety improvements (“Improvements”).

For future construction, repair or maintenance of Mt. Thayer Road within the Easement, Owner shall provide District and/or its contractor with reasonable access to the portions of Owner’s Parcels immediately adjacent to the Easement, as are reasonably necessary to allow the District to repair and maintain the Improvements within the Easement, without further consideration paid.

(d) Installation/Relocation of Gates. District shall have the right to install new gates within the Easement, and to remove or relocate any gates existing in the Easement as of December 9, 2015, with the caveat that District shall take into consideration, and make reasonable efforts to accommodate, any access or security concerns raised by Owner. Owner shall not install any other gate within the Easement.

(e) Road Repair and Maintenance. District shall be responsible for repairing and maintaining Mt. Thayer Road, including the Improvements, within the Easement along with all other District installed improvements within the Easement, which may include but are not limited to gates, fencing, slope, drainage and safety improvements. Any damage occurring to Mt. Thayer Road caused by Owner or Owner’s contractors, agents or invitees’ use of said road, however, shall be repaired by Owner.

(f) Operation of Gates. All gates within the Easement shall remain closed and locked except when used for passage. Both parties will have custody of keys allowing the gates to be opened for passage.

(g) Posting Signs. District shall post a sign at the property line and at other reasonable areas, notifying the public that entry onto the Easement and Owner’s private lands is strictly forbidden. District will consult with Owner regarding the design and contents of such sign(s), but final approval of the design, content and placement of the sign(s) is subject to the District’s approval.

(h) Non-Exclusive Use. The Easement shall be non-exclusive, and Owner may make use of the area within the Easement for vehicular ingress and egress as long as such use does not unreasonably interfere with the Easement or its intended purposes.

(i) Non-Permitted Uses. Other than as provided herein, Owner shall not have the right to install any gates, signage or fencing within the Easement without the District’s written consent.

2. Requirements of Law. District shall comply with all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes, and executive orders (collectively, “Laws”) of all governmental authorities now existing or hereafter created affecting the Easement granted herein, or uses thereof.

3. As-Is Conveyance. District agrees and acknowledges that Owner has made no representations or warranties as to the condition of the area contained in the Easement or its

suitability for District's purposes. Neither Owner nor anyone acting for or on behalf of Owner has made any representation, statement, warranty or promise to District concerning the physical aspects or condition of the Easement including, without limitation, conditions of the soil, land use restrictions, existence or non-existence of "Hazardous Materials" or suitability for the purpose for which District plans on using the Easement. District specifically acknowledges that it is acquiring the Easement in its "As-Is" physical condition and "As-Is" state of repair of the Easement. For purposes of this Easement, "Hazardous Materials" includes, without limitation, any flammable materials, explosive, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended (42 U.S.C. Section 9601, *et seq.*), the Hazardous Materials Transportation Act, as now or hereafter amended (49 U.S.C. Sections 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. Sections 9601, *et seq.*), and in the regulations promulgated pursuant thereto, or any other similar federal, state or local government law, ordinance, rule or regulation. However, Owner shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or third party claim or demand, relating to potential or actual Hazardous Materials contamination on, in, or under the Easement, including all costs of remediation and clean up, except when such contamination was caused solely by District.

4. Liability and Indemnification.

(a) District agrees to indemnify, defend and hold harmless Owner, and its heirs, successors and assigns, from and against any and all third party claims, demands, damages, actions and causes of action (hereinafter, "Claims"), asserted by any and all third parties, persons or entities including, without limitation those asserted by employees, agents, invitees of District or guests of District and its contractors, subcontractors and/or consultants, including without limitation claims for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to real, personal and/or intangible property, and financial, monetary or pecuniary loss or expenses of any kind or character whatsoever, that are or may be caused or contributed to by the construction, reconstruction, maintenance, or use of the Easement by District's contractors, guests or invitees. Excluded from this indemnification are any harms arising from any conduct, physical hazards or dangerous conditions created or actively contributed to by Owner or its business customers, agents, guests or other of its invitees.

(b) Owner agrees to protect, indemnify, defend, and hold District, its officers, directors, employees, volunteers, or agents, harmless from and against any and all loss, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and all costs, disbursements and expense of legal counsel) imposed upon or incurred by or asserted against District caused by or arising from Owner's use of the Easement.

5. Notice. All notices, demands, consents, requests, approvals, disapprovals, designations or other communications (all of the foregoing hereinafter referred to as "notice") that any Party hereto gives to any other Party shall be in writing and shall be deemed to have been properly given if (a) served personally, or (b) mailed, when deposited with the United States Postal Service within the boundaries of the continental United States for registered or

certified delivery, return receipt requested, with postage prepaid, or (c) sent by overnight courier, postage prepaid, in each case addressed to the applicable recipient as follows:

If to Owner: Mount Umunhum Limited Partnership
Attn: Scott McQueen/Randee McQueen
2633 S. Bascom Avenue
Campbell, CA 95008-5635
Telephone: (408) 377-2900
Facsimile: (408) 559-7684

With a copy to: Logan & Powell, LLP
Attn: Kirsten Powell
15466 Los Gatos Boulevard, Suite 109
Los Gatos, CA 95032
Telephone: (408) 402-9542
Facsimile: (408) 402-8441

If to District: Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022-1404
Attn: Real Property Manager
Telephone: (650) 691-1200
Facsimile: (650) 691-0485

6. Miscellaneous

(a) Dispute Resolution. The Parties, on behalf of themselves and their respective officers, directors, employees, agents, successors and assigns, agree that if they cannot resolve any dispute or claim between themselves, before resorting to judicial remedy, they will in good faith attempt to resolve any such dispute or claim through non-binding mediation. Mediation shall be initiated by presentation of a statement of dispute, with reasons therefore, to the other party in writing, with a request for mediation. Within 14 days of receipt of the request, the party receiving the request shall respond to the request and propose a list of experienced and appropriately qualified mediators from which to choose, and a proposed schedule for conducting the mediation promptly to attempt to address the concerns raised.

(b) Captions. The captions of this Easement are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Easement and they shall not affect the interpretation hereof.

(c) Exhibits. Each of the Exhibits referenced in this Easement is attached hereto and incorporated herein.

(d) Amendment. This Easement may be amended only by an instrument in writing executed by the Parties hereto or their successors and assigns.

(e) Written Consent Required. Whenever a Party is requested to consent or to approve of any matter with respect to which its consent or approval is required by this Easement, such consent or approval shall be given in writing.

(f) Further Assurances. The Parties shall execute such further documents and instruments as may reasonably be required from time to time by the other Party to effectuate and carry out the provisions hereof and to take such further actions as may reasonably be required to give the terms hereof full force and effect for the benefit of the Parties.

(g) Attorney's Fees. In the event that either Party shall institute any action or proceeding against any other Party hereto to enforce, interpret or seek damages for breach of any of the terms, provisions or conditions of this Easement, then the prevailing Party in any such action or proceeding shall be entitled to recover from the other Party the reasonable attorney's fees and costs incurred by the prevailing Party in the prosecution or defense of any such action or proceeding.

(h) Terms Run with the Land. The Easement, terms, covenants and conditions herein contained shall run with the land and be binding upon and inure to the benefit of the successors and assigns of the Parties hereto pursuant to California Civil Code Section 1468.

(i) Severability. If any provision of this Easement shall to any extent be invalid or unenforceable, the remainder of this Easement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Easement, unless specifically conditioned upon such invalid or unenforceable provision shall be valid and unenforceable to the fullest extent permitted by law.

(j) Governing Law. This Easement shall be construed and governed in accordance with the laws of the State of California.

EXHIBIT A

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

Parcel One:

The Northeast quarter (NE ¼) of Section 18, in Township 9 South, Range 1 East, Mount Diablo Base and Meridian containing approximately 160 acres according to the Plat of the Survey made by the United States of America.

EXCEPTING THEREFROM, all gas, oil and other hydrocarbon substances and mineral rights.

Together with the right of co-use of the roads, as provided for in the Deed from Loren R. McQueen, husband and wife, to United States of America, dated October 4, 1956 and recorded October 29, 1956 in Book 3642 Official Records, Page 46, as reserved in said Deed.

APN: 562-04-014

Parcel Two:

The North half (N ½) of Lot 4 and the North half (N 1/2) of the Southeast quarter (SE 1/4) of the Northwest quarter (NW 1/4) of Section 18 in Township 9 South, Range 1 East, Mount Diablo Base and Meridian, containing approximately 40 acres according to the Plat of Survey made by the United States of America.

EXCEPTING THEREFROM a strip of land 100 feet wide, along the Southerly line of the above described Parcel more particularly described as follows:

Beginning at the Southwest corner of the North one-half (N ½) of said Lot 4 of said Section 18; thence North along the Westerly line thereof, 100 feet to a point; thence Easterly and parallel with the South line of said North half (N 1/2) of said Lot 4, and the North half of Southeast quarter (SE 1/4) of said Section 18 to a point in the Easterly line of said Southeast quarter of said Section 18; thence South along the Easterly line of said Southeast quarter (SE ¼) 100 feet to the Southeast corner of the North half (N/12) of Southeast quarter; thence Westerly along the South line of North half (N1/2) of said Southeast quarter (SE ¼) and the North half (N 1/2) of said Lot 4 to the point of beginning.

APN: 562-04-013

ALSO EXCEPTING THEREFROM all oil, gas and other hydrocarbon substances and mineral rights.

(We note, but do not insure) the right of way for the benefit of Parcels Two and Three over any and all lands described in the Agreement of Partition by and between B. Ernet Tittel, dated November 21, 1895 and recorded December 7, 1895 in Book 2 of Miscellaneous Records, Page 227, by and road existing upon the common lands or any part thereof as granted and provided

for in the Deed from B. Ernet Tittel, et al, to Wilhelmine Huber dated November 21, 1895 and recorded January 22, 1896 in Book 187 of Deeds, Page 157, and in Deeds of various parcels of said common property.

(When drawing papers, it portion in brackets and substitute thereof the words "Together with")

(We also note, but do not insure) all those certain rights to water reserved in the Agreement by and between John Utaching and F.W. Huber and the right of way for road over the land of John Utaching as provided for in the Deed from F.W. Huber to William E. Tucker, dated December 3, 1914 and recorded March 8, 1917 in Book 433 of Deeds, page 314, and granted in the Deed from William E. Tucker to Florence Medcalf, a single woman dated November 22, 1948 and recorded January 24, 1949 in Book 1733 of Official Records, Page 492.

(When drawing papers, omit portion in brackers and substitute therefore the words "Also Together With")

Parcel Three:

Northeast ¼ of Northwest ¼ of Section 18, Township 9 South, Range 1 East, M.D.B. & M.

Parcel Four:

Lot 6 of Section 7 and the most Easterly 10 acres of Lot 5 of Section 7, all in Township 9 South of Range 1 East, M.D.B. & M. Said Easterly 10 acres of Lot 5 being a strip containing 10 acres extending along the whole length of the Easterly line of said Lot 5 and bounded by said Easterly line, by the Northerly and Southerly line of said Lot 5 and on the West by a line running from said Northerly line to said Southerly line and running parallel to said Easterly line, the whole tract herein described.

Containing approximately 50 49/100 acres.

EXCEPTING THEREFROM so much thereof as described in the Deed from Loren R. McQueen and Marjorie W. McQueen, husband and wife, to The United States of America, dated August 27, 1957 and recorded October 10, 1957 in Book 3910 Official Records, page 173, and in the Deed from Loren R. McQueen and Marjorie W. McQueen, husband and wife, to The United States of America, Dated November 21, 1958 and recorded December 8, 1958 in Book 4252 Official Records, Page 610, as follows:

Commencing at the South one-quarter corner of said Section 7, Township 9 South, Range 1 East, MDM.,
thence along the North-South centerline of said Section 7, North 5° 15' 01" West 993.65 feet to a point;
thence leaving said North-South centerline, South 80° 14' 45" West 201.58 feet to a point;
thence South 15° 00' 00" West 186.82 feet to the centerline of an existing road known as "Loma-Almaden Road";
thence continuing South 15° 00' 00" West 24.05 feet to a point on the Southerly line of said Loma-Almaden Road, said point being 20 feet, measured at right angles, from the centerline of said Loma-Almaden Road and in the true point of beginning;
thence from the true point of beginning, South 15° 00' 00" West 425.81 feet to a point;
thence South 100.00 feet to a point;

thence West 1000 feet to a point;
thence North 325.00 feet to a point;
thence West 194.00 feet to a point;
thence North 316.04 feet to a point on the corps of Engineers traverse line;
thence along said traverse line the following courses;
North 33° 42' 39" East 27.10 feet, North 58° 58' 53" East 199.62 feet;
South 69° 55' 15" East 101.77 feet; South 31° 25' 37" East 100.77 feet and South 49° 29' 22"
East 97.24 feet;
thence leaving said Engineers Traverse line East 107.16 feet;
thence North 315.00 feet to a point;
thence North 80° 14' 45" East 170.14 feet to a point on the Westerly line of aforesaid Loma
Almaden Road; said point bears South 80° 14' 45" West 24.00 feet from the centerline of said
Loma-Almaden Road;
thence along the Westerly and Southerly line of said Loma-Almaden Road and being parallel to
and 20 feet distant from the centerline, the following courses and distances:
Southwesterly on a curve to the right, the center of which bears North 62° 08' 59" West, with a
radius of 90.00 feet, through an angle of 30° 08' 59", for a distance of 47.36 feet;
thence South 58° 00' West 45.00 feet;
thence on a curve to the left with a radius of 70.00 feet, through an angle of 134° for a
distance of 163.71 feet;
thence South 76° 00' East 227.41 feet; thence on a curve to the right with a radius of 180.00
feet, through an angle of 24° for a distance of 75.40 feet;
thence South 52° 00' East 100.93 feet;
thence on a curve to the left with a radius of 120.00 feet, through an angle of 44° for a
distance of 92.15 feet;
thence North 84° 00' East 105.18 feet;
thence on a curve to the left with a radius of 220.00 feet, through an angle of 12° 44' for a
distance of 48.89 feet;
thence North 71° 16' East 19.23 feet to the point of beginning.

Containing approximately 15.035 acres.

Note: (Bearings and coordinates used in this description are based on the State of California Plane Coordinate System, Zone III, California, as described in the U. S. Coast and Geodetic Survey Publication No. 253 and based locally on the U. S. Coast and Geodetic Survey Triangulation Station "Thayer 1947" and a corps of Engineers Triangulation Station "Hum")

Commencing at the South one-quarter corner of said Section 7, Township 9 South, Range 1 East, MDM, thence along the North-South centerline of said Section 7, North 5° 15' 01" West 993.65 feet to the true point of beginning; thence from the true point of beginning South 80° 14' 45" West 201.58 feet to a point; thence South 15° 00' 00" West 162.77 feet to a point on the Northerly line of an existing road known as "Loma-Almaden Road," the centerline of said Loma-Almaden Road bears South 15° 00' 00" West 24.05 feet; thence along the Northerly and Easterly line of said Loma-Almaden Road, and being parallel to and 20 feet distant from the centerline the following courses and distances:

South 71° 16' West 45.93 feet; thence on a curve to the right with a radius of 180.00 feet, through an angle of 12° 44' for a distance of 40.00 feet; thence South 84° 00' West 105.18 feet; thence on a curve to the right with a radius of 80.00 feet, through an angle of 44° for a distance of 61.44 feet; thence North 52° 00' West 100.93 feet; thence on a curve to the left

with a radius of 220.00 feet, through an angle of 24° for a distance of 92.15 feet; thence North 76° 00' West 227.41 feet; thence on a curve to the right with a radius of 30.00 feet, through an angle of 134° for a distance of 70.16 feet; thence North 58° 00' East 45.00 feet, thence on a curve to the right, with a radius of 130.00 feet for a distance of 98.02 feet; thence leaving the Easterly line of said "Loma-Almaden Road" North 80° 14' 45" East 92.45 feet to the point;

Thence North 63° 26' 06" West 273.46 feet to a point;

Thence North 26° 33' 54" East 50.00 feet to a point;

Thence South 63° 26' 06" East 341.48 feet to a point;

Thence North 80° 14' 45" East 592.71 feet to a point on the North-South centerline of said Section 7, thence along the North-South centerline of said Section 7, South 5° 15' 01" East 234.37 feet to the point of beginning.

Containing approximately 5.996 acres.

Note: Bearings and coordinates used in this description are based on the State of California Plane Coordinate System, Zone III, California, as described in the U.S. Coast and Geodetic Survey Publication No. 253 and based locally on a U. S. Coast and Geodetic Survey Triangulation Station "Thayer 1947" and a Corps of Engineers Triangulation Station "Hum".

ALSO EXCEPTING THEREFROM from Parcel Five the Parcel of land conveyed to the United States of America and its assigns by instrument recorded August 3, 1965 in Book 7069 of Official Records, Page 122, described as follows:

All that real property situated in the County of Santa Clara, State of California, being a portion of Section 7, Township 9 South, Range 1 East, Mount Diablo Meridian, being more particularly described as follows:

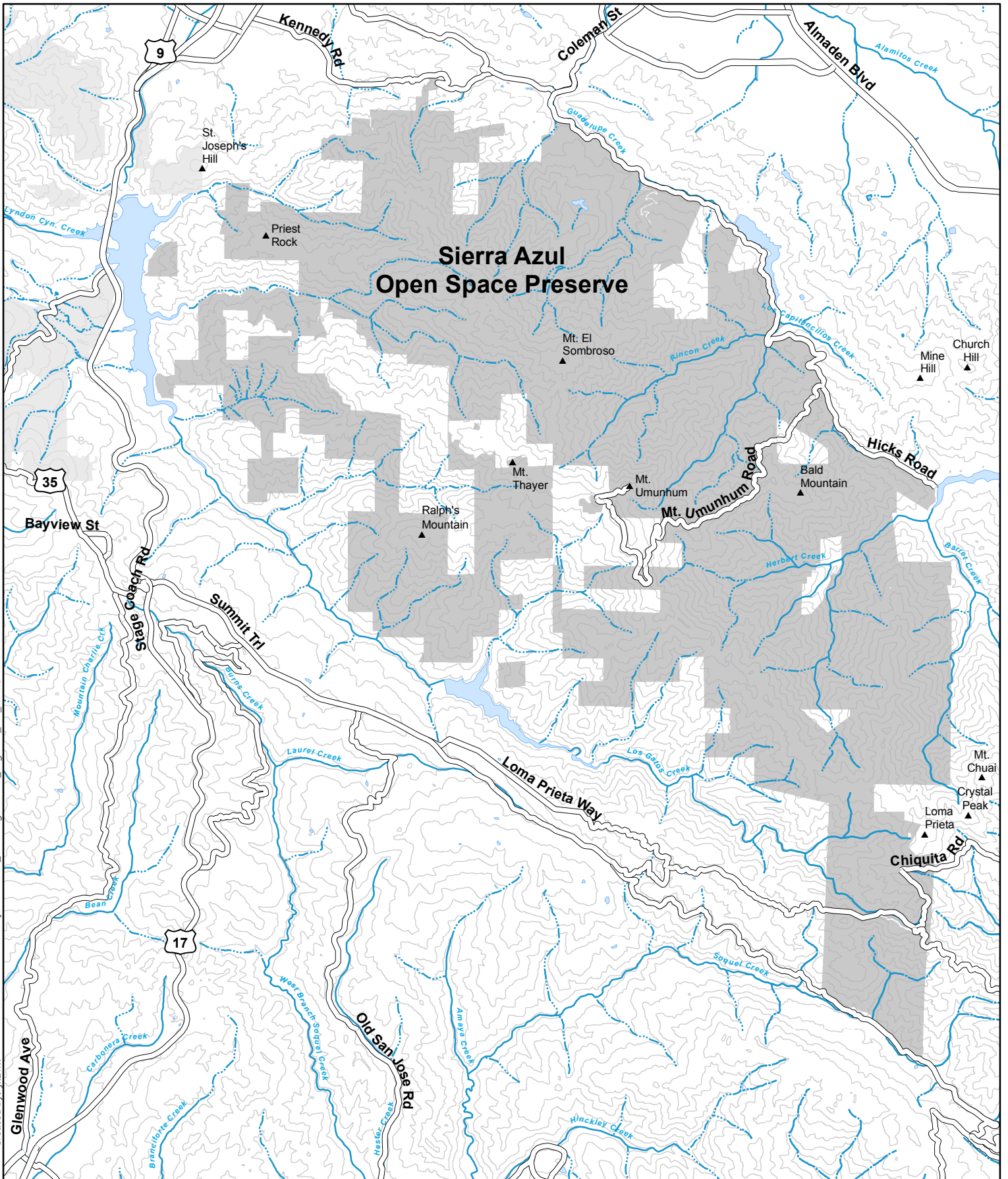
Commencing at the South quarter corner of said Section 7, Township 9 South, Range 1 East, Mount Diablo Meridian, thence North 89° 20' 39" West 861.11 feet, thence North 29° 44' 30" East 263.43 feet; thence West 11.01 feet to a point, said point being the true point of beginning, thence from said point of beginning, South 29° 44' 30" West 115.47 feet; thence West 342.87 feet; thence North 100 feet; thence East 400.00 feet to the true point of beginning.

Containing 0.85 acres, more or less.

Parcel Five:

Lots 3 and 4 of Section 7, Township 9 South, Range 1 East, Mount Diablo Base and Meridian.

APN: 562-08-011



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Created By: jhawk

Sierra Azul EXHIBIT B

- Sierra Azul Open Space Preserve
- Other MROSD Preserves
- Highways and Major Roads

EXHIBIT B

Midpeninsula Regional
Open Space District
(MROSD)



September, 2015



EXHIBIT C

LEGAL DESCRIPTION– McQUEEN to MROSD – ACCESS EASEMENT #1

(Road to Mt. Thayer)

SITUATE in Section 7, T. 9 S., R. 1 E., M.D.B.& M., County of Santa Clara, State of California.

BEING an easement for ingress & egress over a portion of that land described in that certain quit claim deed filed for record in the Office of the County Recorder of Santa Clara, State of California, in Book P139, of Official Records, Pages 0434 through 0438, and described as follows:

A strip of land 60.00 feet in width, lying 30.00 feet on each side of the following described centerline:

COMMENCING at an angle point in the Northern boundary of Tract A-100-1, as described in that certain deed filed for record in the Office of the County Recorder of Santa Clara, State of California, in Book 4252 of Official Records, Pages 610 through 617, said point being marked by a 1/2" iron pipe, stamped "LS 7367", as shown on the Record of Survey Map recorded in Volume 880 of Maps, Page 48, Santa Clara County Records, from which a 1/2" iron pipe, stamped "LS 7367" on said Northern boundary of Tract A-100-1 bears North 80°33'20" East, a distance of 166.58 feet; thence along said Northern boundary North 80°33'20" East, a distance of 190.57 feet to the TRUE POINT OF BEGINNING, and from which the point of ending of Parcel Two of Tract A-100E-4 as described in the last mentioned deed, bears North 80°33'20" East, a distance of 3.49 feet; thence from said TRUE POINT OF BEGINNING, Northwesterly on a curve to the left having a radius of 52.00 feet, from a tangent line bearing North 03°18'30" West, through a central angle of 78°54'28", a distance of 28.25 feet; thence North 82°12'58" West, a distance of 109.09 feet; thence North 85°28'22" West, a distance of 229.25 feet; thence South 87°54'49" West, a distance of 112.66 feet; thence North 88°32'28" West, a distance of 133.46 feet; thence Westerly on a tangent curve to the left have a radius of 285.00 feet, through a central angle of 14°07'35", a distance of 70.27 to a point of reverse curvature; thence Westerly on a curve to the right have a radius of 350.00 feet, through a central angle of 14°07'35", a distance of 114.23 feet; thence North 88°57'22" West, a distance of 60 feet, more or less, to the Westerly boundary of the Easterly 10 acres of Government Lot 5, Section 7, T. 9 S., R. 1 E., M.D.B. & M.

The sidelines of said easement shall be lengthened or shortened to begin on the prolongation of the Northern boundary of said Tract A-100-1 and to terminate on a the Westerly boundary of the Easterly 10 acres of Government Lot 5, Section 7, T. 9 S., R. 1 E., M.D.B. & M.

See Exhibit 1, page 2 of 2, attached hereto, and by this reference made a part hereof.

Containing 51,960 S.F., more or less.

END OF DESCRIPTION

EXHIBIT C

Prepared by: Ifland Survey
September 3, 2015
Job No. G13029





IFLAND SURVEY

Surveying - Mapping - GPS

303 Potrero Street, Suite 43-108, Santa Cruz, CA 95060
Tel 831.426.7941 Fax 831.426.6266





JOB NO. G13029

SHEET NO. 3 OF 3

CALCULATED BY VCL DATE 8/27/15

SCALE: N.T.S.

Legend

-  EXISTING BOUNDARY LINE
-  PROPOSED EASEMENT CENTERLINE
-  PROPOSED EASEMENT LIMIT
-  1/2" IRON PIPE "PLS 7367" PER 880 M 48

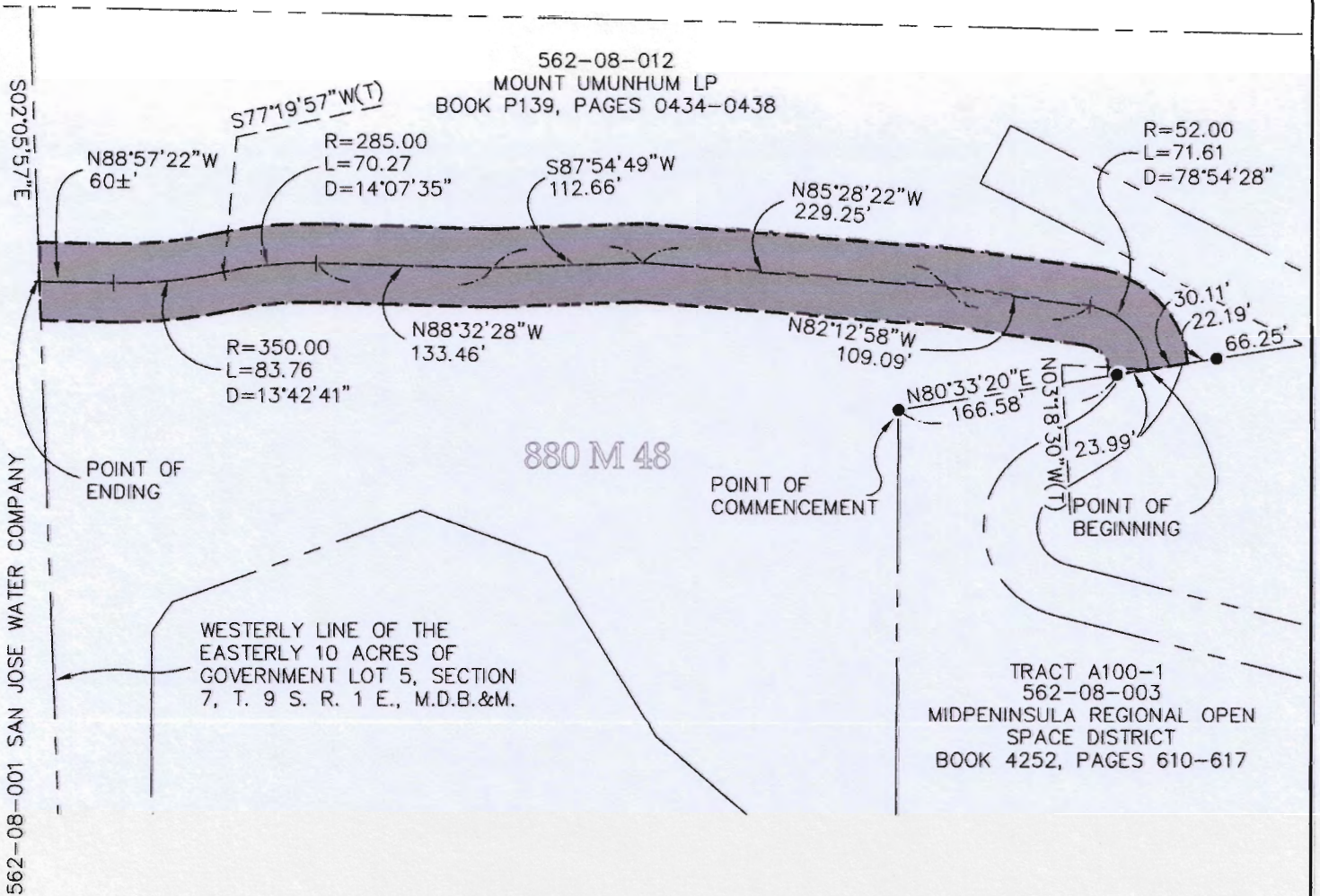
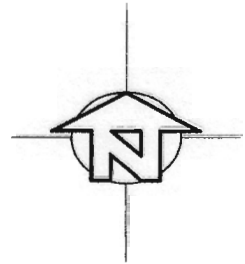


EXHIBIT D

LEGAL DESCRIPTION– McQUEEN to MROSD – ACCESS EASEMENT #2

(Road to Mt. Thayer)

SITUATE in Section 7, T. 9 S., R. 1 E., M.D.B.& M., County of Santa Clara, State of California.

BEING an easement for ingress & egress over a portion of that land described in that certain quit claim deed filed for record in the Office of the County Recorder of Santa Clara, State of California, in Book P139, of Official Records, Pages 0434 through 0438, and described as follows:

A strip of land 60.00 feet in width, lying 30.00 feet on each side of the following described centerline:

COMMENCING at the 1/4 corner common to Section 7, T 9 S, R 1 E, and Section 12, T 9 S, R 1 W, M.D.B. & M., being marked by a 3/8” rebar with a cut cross on the top, from which a 1/2” iron pipe tagged “LS 7367” on the common line between said sections bears South 00°45’24” West, 1135.95, as the same is shown on the Record of Survey map recorded in Volume 880 of Maps at Page 48, Santa Clara County Records; thence along said common section line, South 00°45’24” West, 1145.98 feet to the TRUE POINT OF BEGINNING; thence North 62°23’41” East, 98.29 feet; thence Easterly, on a tangent curve to the right, having a radius of 55.00 feet, through a central angle of 141°44’09”, a distance of 136.06 feet; thence South 24°07’50” West, 30.61 feet; thence Southerly, on a tangent curve to the right, having a radius of 125.00 feet, through a central angle of 32°35’32”, a distance of 70.36 feet; thence South 56°43’22” East, 41.20 feet; thence Southwesterly, on a tangent curve to the left having a radius of 75.00 feet, through a central angle of 37°14’19”, a distance of 48.75 feet; thence South 19°29’03” West, 8 feet, more or less, to a point on the Northerly boundary of Government Lot 5, Section 7, T. 9 S., R. 1 E., M.D.B. & M.

The sidelines of said easement shall be lengthened or shortened to begin on the common line between Section 7, T 9 S, R 1 E, and Section 12, T 9 S, R 1 W, and to terminate on the Northerly boundary of Government Lot 5, Section 7, T 9 S, R 1 E., M.D.B. & M.

See Exhibit 1, page 2 of 2, attached hereto, and by this reference made a part hereof.

Containing, 26,040 S.F., more or less.

END OF DESCRIPTION

Prepared by: Ifland Survey
September 3, 2015
Job No. G13029





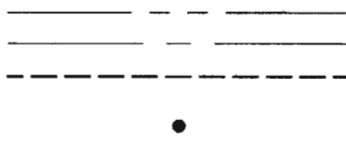
IFLAND SURVEY

Surveying - Mapping - GPS

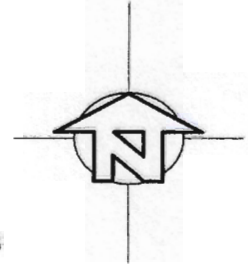
303 Potrero Street, Suite 43-108, Santa Cruz, CA 95060
Tel 831.426.7941 Fax 831.426.6266

JOB NO. G13029
SHEET NO. 2 OF 2
CALCULATED BY VCL DATE 8/28/15
SCALE: 1" = 100'

Legend

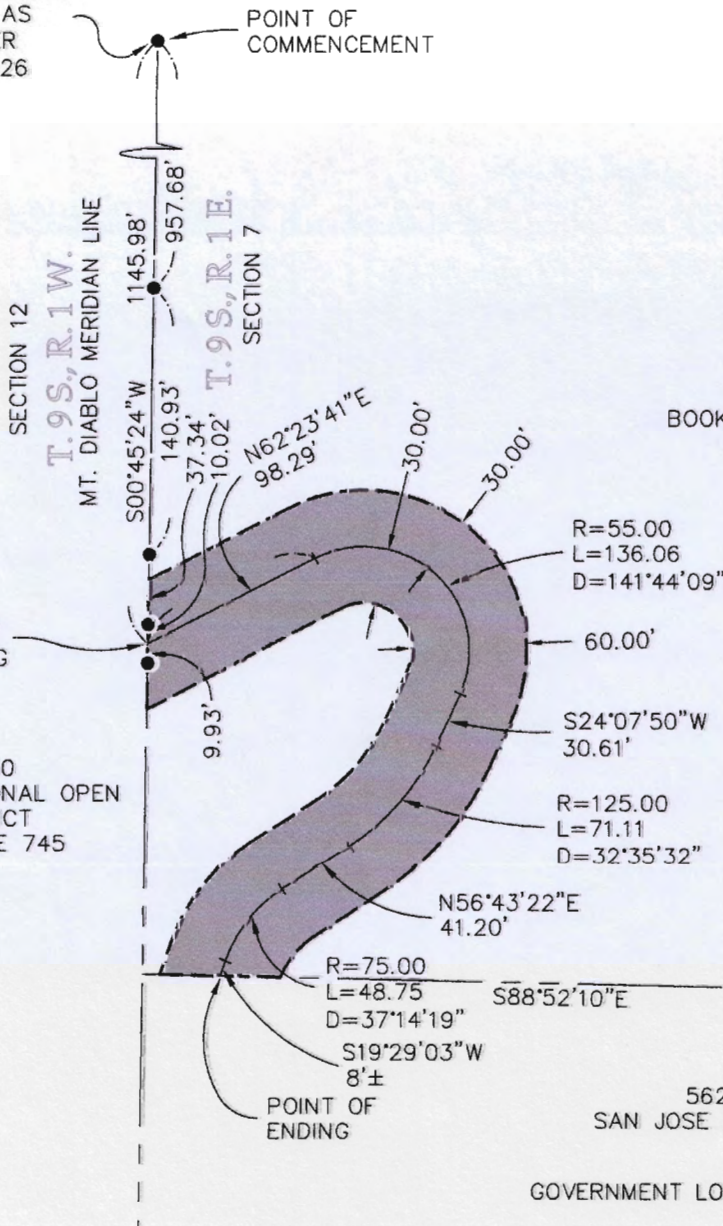


PROPOSED BOUNDARY LINE
PROPOSED EASEMENT CENTERLINE
PROPOSED EASEMENT LIMIT
1/2" IRON PIPE "PLS 7367" PER 880 M 48
UNLESS OTHERWISE NOTED.



FD 3/8" REBAR
WITH CUT CROSS
ACCEPTED AS
1/4 CORNER
PER 871 M26

POINT OF
COMMENCEMENT



562-08-011
MOUNT UMUNHUM LP
BOOK P139, PAGES 0434-0438

871 M 26
880 M 48

562-09-050
MIDPENINSULA REGIONAL OPEN
SPACE DISTRICT
BOOK F61, PAGE 745

562-08-001
SAN JOSE WATER COMPANY

GOVERNMENT LOT 5

EXHIBIT 3

FEE ACQUISITION OF 40' WIDE STRIP, WITH ACCOMPANYING RESERVATION/GRANT OF 20' ACCESS EASEMENT

MOUNT UMUNHUM LIMITED PARTNERSHIP

Fee simple title to that certain property more particularly described in Exhibit A attached hereto and made a part hereof.

Reserving and granting to Mount Umunhum Limited Partnership (“Owner”) a perpetual, non-exclusive easement (“Easement”) over a roadway commonly known as Mt. Umunhum Road (“Easement”) as appurtenant to Assessor’s Parcel Numbers 562-04-013, 562-04-014, 562-08-011 and 562-08-012 (“Owner’s Parcels”) for vehicular and pedestrian access (including contractors, tenants and invitees). A legal description and plat map of the Easement is included in Exhibit B attached hereto and incorporated by this reference. The Easement will be subject to the following terms:

1. Terms of Easement.

(a) Term. The term of the Easements shall be perpetual.

(b) Installation/Relocation of Gates. District shall have the right to install new gates within the Easement, and to remove or relocate any gates existing in the Easement.

(c) Road Repair and Maintenance. District shall be responsible for repairing and maintaining Mt. Umunhum Road within the Easement. Any damage occurring to Mt. Umunhum Road caused by Owner or Owner’s contractors, agents or invitees’ use of said road, however, shall be repaired by Owner.

(d) Non-Permitted Uses.

(1) Owner shall not have the right to install or maintain any video, lighting or audio surveillance equipment within the Easement.

(2) Owner shall not have the right to install any gates, signage or fencing within the Easement.

2. Requirements of Law. Owner shall comply with all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes, and executive orders (collectively, “Laws”) of all governmental authorities now existing or hereafter created affecting the Easement granted herein, or uses thereof.

3. As-Is Conveyance. District makes no representations or warranties as to the condition of the area contained in the Easement. Neither District nor anyone acting for or on behalf of District has made any representation, statement, warranty or promise to Owner concerning the physical aspects or condition of the Easement including, without limitation, conditions of the soil, land use restrictions, existence or non-existence of “Hazardous Materials”

or suitability for the purpose for which Owner plans on using the Easement. For purposes of this Easement, "Hazardous Materials" includes, without limitation, any flammable materials, explosive, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended (42 U.S.C. Section 9601, *et seq.*), the Hazardous Materials Transportation Act, as now or hereafter amended (49 U.S.C. Sections 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. Sections 9601, *et seq.*), and in the regulations promulgated pursuant thereto, or any other similar federal, state or local government law, ordinance, rule or regulation. However, District shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or third party claim or demand, relating to potential or actual Hazardous Materials contamination on, in, or under the Easement, including all costs of remediation and clean up, except when such contamination was caused solely by Owner.

4. Liability and Indemnification.

(a) Owner will indemnify, defend and hold harmless District, and its successors and assigns, from and against any and all third party claims, demands, damages, actions and causes of action (hereinafter, "Claims"), asserted by any and all third parties, persons or entities including, without limitation those asserted by employees, agents, invitees of Owner or guests of Owner and its contractors, subcontractors and/or consultants, including without limitation claims for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to real, personal and/or intangible property, and financial, monetary or pecuniary loss or expenses of any kind or character whatsoever, that are or may be caused or contributed to by the construction, reconstruction, maintenance, or use of the Easement by Owner's contractors, guests or invitees. Excluded from this indemnification are any harms arising from any conduct, physical hazards or dangerous conditions created or actively contributed to by District.

(b) Owner agrees to protect, indemnify, defend, and hold District, its officers, directors, employees, volunteers, or agents, harmless from and against any and all loss, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and all costs, disbursements and expense of legal counsel) imposed upon or incurred by or asserted against District caused by or arising from Owner's use of the Easement.

5. Notice. All notices, demands, consents, requests, approvals, disapprovals, designations or other communications (all of the foregoing hereinafter referred to as "notice") that any Party hereto gives to any other Party shall be in writing and shall be deemed to have been properly given if (a) served personally, or (b) mailed, when deposited with the United States Postal Service within the boundaries of the continental United States for registered or certified delivery, return receipt requested, with postage prepaid, or (c) sent by overnight courier, postage prepaid, in each case addressed to the applicable recipient as follows:

If to District: Midpeninsula Regional Open Space District
330 Distel Circle
Los Altos, CA 94022-1404
Attn: Real Property Manager

Telephone: (650) 691-1200
Facsimile: (650) 691-0485

If to Owner: Mount Umunhum Limited Partnership
Attn: Scott McQueen/Randee McQueen
2633 S. Bascom Avenue
Campbell, CA 95008-5635
Telephone: (408) 377-2900
Facsimile: (408) 559-7684

With a copy to: Logan & Powell, LLP
Attn: Kirsten Powell
15466 Los Gatos Boulevard, Suite 109
Los Gatos, CA 95032
Telephone: (408) 402-9542
Facsimile: (408) 402-8441

6. Miscellaneous

(a) Dispute Resolution. The Parties, on behalf of themselves and their respective officers, directors, employees, agents, successors and assigns, agree that if they cannot resolve any dispute or claim between themselves, before resorting to judicial remedy, they will in good faith attempt to resolve any such dispute or claim through non-binding mediation. Mediation shall be initiated by presentation of a statement of dispute, with reasons therefore, to the other party in writing, with a request for mediation. Within 14 days of receipt of the request, the party receiving the request shall respond to the request and propose a list of experienced and appropriately qualified mediators from which to choose, and a proposed schedule for conducting the mediation promptly to attempt to address the concerns raised.

(b) Captions. The captions of this Easement are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Easement and they shall not affect the interpretation hereof.

(c) Exhibits. Each of the Exhibits references in this Easement is attached hereto and incorporated herein.

(d) Amendment. This Easement may be amended only by an instrument in writing executed by the Parties hereto or their successors and assigns.

(e) Written Consent Required. Whenever a Party is requested to consent or to approve of any matter with respect to which its consent or approval is required by this Easement, such consent or approval shall be given in writing.

(f) Further Assurances. The Parties shall execute such further documents and instruments as may reasonably be required from time to time by the other Party to effectuate and carry out the provisions hereof and to take such further actions as may reasonably be required to give the terms hereof full force and effect for the benefit of the Parties.

(g) Attorney's Fees. In the event that either Party shall institute any action or proceeding against any other Party hereto to enforce, interpret or seek damages for breach of any of the terms, provisions or conditions of this Easement, then the prevailing Party in any such action or proceeding shall be entitled to recover from the other Party the reasonable attorney's fees and costs incurred by the prevailing Party in the prosecution or defense of any such action or proceeding.

(h) Terms Run with the Land. The Easement, terms, covenants and conditions herein contained shall run with the land and be binding upon and inure to the benefit of the successors and assigns of the Parties hereto pursuant to California Civil Code Section 1468.

(i) Severability. If any provision of this Easement shall to any extent be invalid or unenforceable, the remainder of this Easement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Easement, unless specifically conditioned upon such invalid or unenforceable provision shall be valid and unenforceable to the fullest extent permitted by law.

(j) Governing Law. This Easement shall be construed and governed in accordance with the laws of the State of California.

EXHIBIT A

LEGAL DESCRIPTION – McQUEEN to MROSD

(Loma-Almaden Road parcel)

SITUATE in Section 7, T. 9 S., R. 1 E., M.D.B. & M., County of Santa Clara, State of California.

Being a portion of the lands described in that certain quitclaim deed filed for record in the Office of the County Recorder of Santa Clara, State of California, in Book P139 of Official Records, Pages 0434 through 0438, said portion being the same as Parcel Two of Tract A-100E-4 as described in that deed filed for record in the Office of the County Recorder of Santa Clara, State of California, in Book 4252 of Official Records, at Page 610, and described as follows:

A strip of land 40.00 feet in width, lying 20 feet on each side of the following described centerline:

BEGINNING at the point of ending of Parcel One of said Tract A-100E-4, as described in said deed; thence from the point of beginning, South 71°16' West, 32.68 feet; thence on a curve to the right with a radius of 200.00 feet, through an angle of 12°44' for a distance of 44.45 feet; thence South 84°00' West, 105.18 feet; thence on a curve to the right with a radius of 100.00 feet, through an angle of 44°00', for a distance of 76.79 feet; thence North 52°00' West, 100.93 feet; thence on a curve to the left with a radius 200.00 feet, through an angle of 24°00' for a distance of 83.78 feet; thence North 78°00' West, 227.41 feet; thence on a curve to the right with a radius of 50.00 feet through an angle of 134°00', for a distance of 116.94 feet; thence North 58°00' East, 45.00 feet; thence on a curve to the left with a radius of 110.00 feet, through an angle of 37°48'06" for a distance of 72.57 feet.

The sidelines of said strip to be prolonged or shortened as to terminate on the property lines.

See Exhibit 1, page 2 of 2, attached hereto, and by this reference made a part hereof.

Containing 36,220 S.F., more or less.

END OF DESCRIPTION

Prepared by: Ifland Survey
September 3, 2015
Job No. G13029



EXHIBIT A



IFLAND SURVEY

Surveying - Mapping - GPS

303 Potrero Street, Suite 43-108, Santa Cruz, CA 95060
Tel 831.426.7941 Fax 831.426.6266

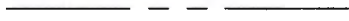


JOB NO. _____ G13029

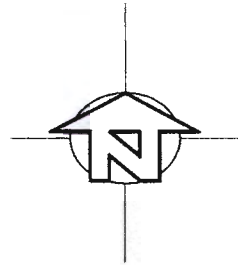
SHEET NO. 2 OF 2

CALCULATED BY VCL DATE 8/27/15

SCALE: _____ 1"=100'

Legend

-  EXISTING BOUNDARY LINE
-  PROPOSED DEED CENTERLINE
-  PROPOSED DEED LIMIT



562-08-012
MOUNT UMUNHUM LP
BOOK P139, PAGES 0434-0438

562-08-012
MOUNT UMUNHUM LP
BOOK P139, PAGES 0434-0438

POINT OF
ENDING

R=110.00
L=72.57
D=37°48'06"

N58°00'00"E
45.00'

R=50.00
L=116.94
D=134°00'00"

N76°00'00"W
227.41'

TRACT A100-2
562-08-003
MIDPENINSULA REGIONAL OPEN
SPACE DISTRICT
BOOK 4252, PAGES 610-617

R=200.00
L=83.78
D=24°00'00"

POINT OF
BEGINNING

N52°00'00"W
100.93'

S71°16'00"W
32.68'

R=100.00
L=76.79
D=44°00'00"

TRACT A100E-4
PARCEL TWO

N84°00'00"E
105.18'

R=200.00
L=44.45
D=12°44'00"

TRACT A100-1
562-08-003
MIDPENINSULA REGIONAL OPEN
SPACE DISTRICT
BOOK 4252, PAGES 610-617

562-08-012
MOUNT UMUNHUM LP
BOOK P139, PAGES 0434-0438

EXHIBIT B

LEGAL DESCRIPTION – MROSD to McQUEEN – ACCESS EASEMENT

(Loma-Almaden Road)

SITUATE in Section 7, T. 9 S., R. 1 E., M.D.B. & M., County of Santa Clara, State of California.

BEING an easement for ingress and egress over a portion of the lands described as Tract A-100-1 and Tract A-100-2 in that certain deed filed for record in the Office of the County Recorder of Santa Clara, State of California, in Book 4252 of Official Records, Pages 610 through 617, and over portions of that land described in that certain deed filed for record in the Office of the County Recorder of Santa Clara, State of California, in Book P139, Pages 0434 through 0438, described as follows:

A strip of land 20.00 feet in width, lying 10 feet on each side of the following described centerline:

COMMENCING at the Eastern most corner of said Tract A-100-2, being also the Southwesterly corner of Tract A-102 as described in the deed to the United States of America filed for record in the Office of the County Recorder of Santa Clara, State of California, in Book 3457 of Official Records, Page 407, now marked by a 1/2" iron pipe, stamped "LS 7367", as shown on the Record of Survey Map recorded in Volume 880 of Maps, Page 48, Santa Clara County Records; thence Westerly along the boundary of said Tract A-100-2, South 80°33'20" West, 201.58 feet to a 1/2" iron pipe, stamped "LS 7367"; thence Southerly along the Southeasterly line of said Tract A-100-2 and the prolongation thereof, South 15°18'35" West, (at 168.54 feet, a 1/2" iron pipe, stamped "LS 7367") 189.48 feet to the TRUE POINT OF BEGINNING, from which the point of ending of Parcel One of Tract A-100E-4, as described in the deed filed for record in the Office of the County Recorder of Santa Clara, State of California, in Book 4252 of Official Records, Pages 610 through 617, bears North 15°18'35" East, 2.32 feet; thence from said TRUE POINT OF BEGINNING. Westerly, on a curve to the left having a radius of 300.00 feet, from a tangent bearing South 76°29'10" West, through a central angle of 05°58'31", a distance of 31.29 feet to a point of reverse curvature; thence Westerly, on a curve to the right having a radius of 300.00 feet, from a tangent bearing South 70°30'38" West, through a central angle of 07°05'50", a distance of 37.16 feet; thence South 77°36'29" West, 47.00 feet; thence Westerly, on a curve to the right having a radius of 200.00 feet, through a central angle of 55°44'23", a distance of 194.57 feet; thence North 46°39'08" West, 59.95 feet; thence Westerly on a curve to the left having a radius of 200.00 feet, through a central angle of 25°22'09", a distance of 88.55 feet to a point of compound curvature; thence Westerly on a curve to the left, having a radius of 75.00 feet, through a central angle of 17°11'34", a distance of 22.51 feet; thence North 89°12'51" West, 121.42 feet; thence Westerly on a curve to the right having a radius of 104.00 feet, through a central angle of 35°54'14", a distance of 65.17 feet; thence North 53°18'37" West, 36.34 feet; thence Northerly, on a curve to the right having a radius of 35.00 feet, through a central angle of

100°23'53", a distance of 61.33 feet; thence North 47°05'16" East, 65.18 feet; thence North 45°24'15" East, 36.42 feet; thence Easterly, on a curve to the left having a radius of 52.00 feet, through a central angle of 48°42'45", a distance of 44.21 feet to a point on the prolongation of said Tract A100-2.

The sidelines of said easement shall be lengthened or shortened to begin and to terminate on the prolongation of the boundaries of said Tracts A-100-1 and A-100-2.

See Exhibit 1, page 3 of 3, attached hereto, and by this reference made a part hereof.

Containing, 18,220 S.F., more or less.

END OF DESCRIPTION



Prepared by: Ifland Survey
September 3, 2015
Job No. G13029



IFLAND SURVEY

Surveying - Mapping - GPS

303 Potrero Street, Suite 43-108, Santa Cruz, CA 95060
Tel 831.426.7941 Fax 831.426.6266

JOB NO. _____ G13029

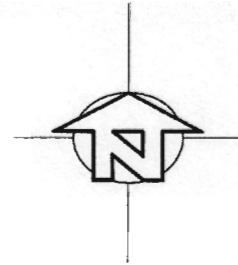
SHEET NO. 3 OF 3

CALCULATED BY VCL DATE 8/27/15

SCALE: _____ N.T.S.

Legend

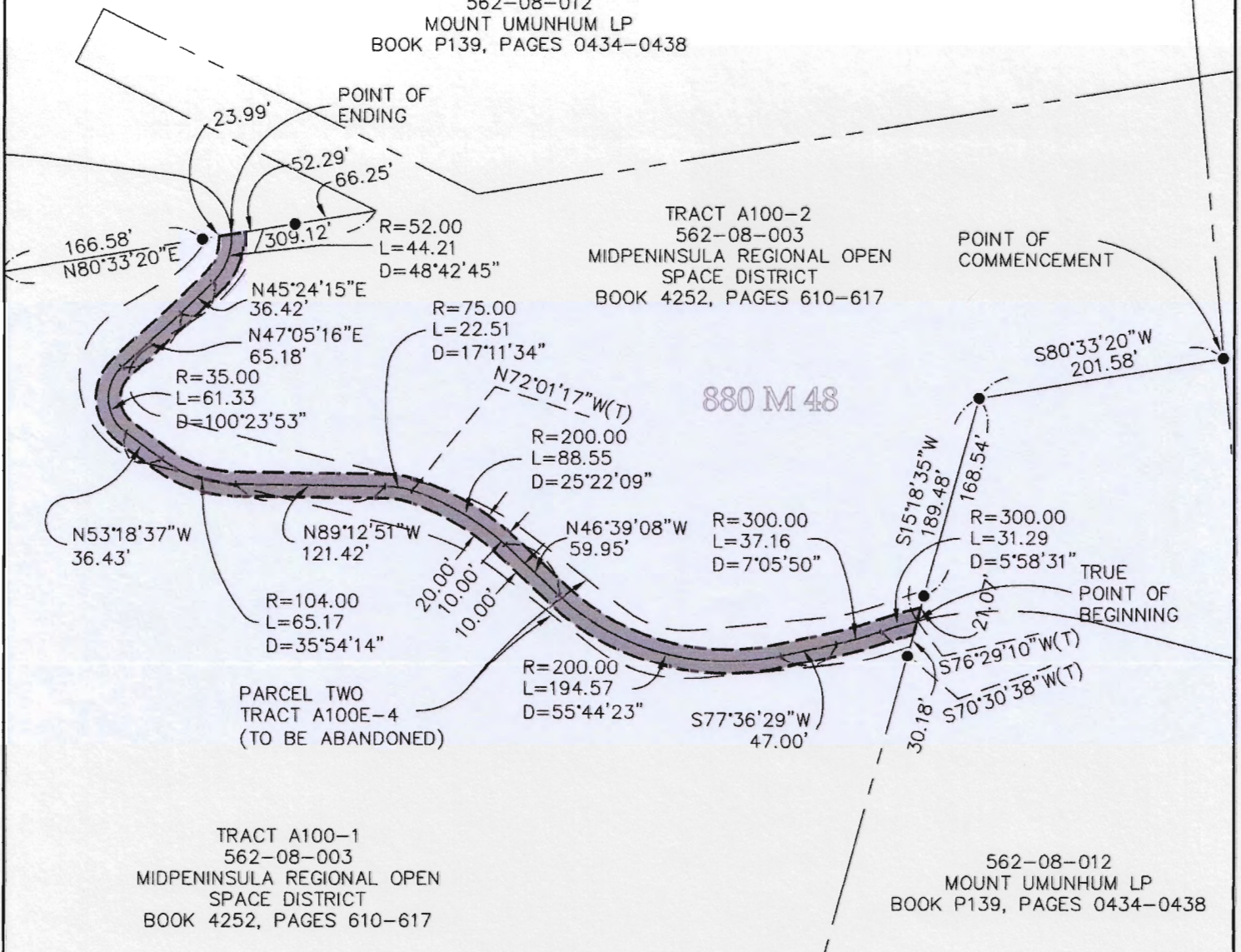
- EXISTING BOUNDARY LINE
- PROPOSED EASEMENT CENTERLINE
- BOUNDARY LINE TO BE ABANDONED
- PROPOSED EASEMENT LIMIT
- 1/2" IRON PIPE "PLS 7367" PER 880 M 48



562-08-012
MOUNT UMUNHUM LP
BOOK P139, PAGES 0434-0438

TRACT A100-2
562-08-003
MIDPENINSULA REGIONAL OPEN
SPACE DISTRICT
BOOK 4252, PAGES 610-617

880 M 48



TRACT A100-1
562-08-003
MIDPENINSULA REGIONAL OPEN
SPACE DISTRICT
BOOK 4252, PAGES 610-617

562-08-012
MOUNT UMUNHUM LP
BOOK P139, PAGES 0434-0438

PARCEL TWO
TRACT A100E-4
(TO BE ABANDONED)