

**PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS  
[CONVENTION CENTER SOUTH HALL]**

This Purchase and Sale Agreement and Escrow Instructions ("Agreement") is entered into as of this \_\_\_ day of \_\_\_\_\_, 2018, by and between the Successor Agency to the Redevelopment Agency of the City of San Jose ("Seller") and Buyer as more particularly identified on the last page of this Agreement.

RECITALS

A. Seller is the owner of that certain real property located on the block bounded by South Market Street, Balbach Street, South Almaden Avenue and Viola Avenue in the City of San Jose, California, as more particularly described on Exhibit A attached hereto, together with all right, title and interest in and to all appurtenances and improvements located thereon (collectively, the "Property").

B. The Property was previously owned by the Redevelopment Agency of the City of San Jose ("Agency"). On June 28, 2011, the Governor signed into law ABX1 26, which provided for the dissolution and winding down of redevelopment agencies throughout the State of California. AB X1 26 was subsequently amended by Assembly Bill 1484 and Senate Bill 107 (collectively, as amended, "Dissolution Legislation").

C. On January 24, 2012, pursuant to the Dissolution Legislation, the City of San Jose elected to be the Successor Agency to the Agency to administer the dissolution and winding down of the Agency. On February 1, 2012, pursuant to the Dissolution Legislation, the Agency was dissolved by operation of law, and, upon dissolution, all assets, properties and contracts of the Agency, including the Property, were transferred, by operation of law, to the Successor Agency pursuant to the provisions of Health and Safety Code § 34175 (b).

D. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer on the terms and conditions contained in this Agreement.

NOW, THEREFORE, for valuable consideration, and subject to all terms and conditions hereof, Buyer and Seller agree as follows:

1. PURCHASE AND SALE. Pursuant to the terms and conditions contained in this Agreement, Seller hereby agrees to sell the Property to Buyer and, Buyer hereby agrees to purchase the Property from Seller.

2. PURCHASE PRICE. The purchase price ("Purchase Price") for the Property shall be Forty Seven Million Dollars (\$ 47,000,000), payable by Buyer to Seller in cash at the Closing (as defined in Section 7A below). A non-refundable deposit equal to ten percent (10%) of the Purchase Price shall be deposited into escrow by Buyer within five business (5) days after execution of this Agreement by Seller and delivery to Buyer ("Deposit"). At the close of escrow, the Deposit shall be applied to the Purchase Price. Notwithstanding the above, if any of the conditions to closing set forth in Section 4 are not satisfied and escrow fails to close as a result thereof, the Deposit shall be fully refundable to Buyer.

3. ESCROW.

A. Opening of Escrow. Buyer has opened an escrow at the offices of First American Title Company ("Escrow Holder") at 1737 North First Street, San Jose, California. Upon mutual execution of this Agreement, Buyer and Seller shall deliver a fully executed copy of this Agreement to Escrow Holder.

B. Closing Date. Escrow shall close within thirty (30) days after satisfaction of the Condition to Closing set forth in Section 4 B (i) and Section 4 B (ii) below. For purposes of this Agreement, the closing date ("Closing Date") shall mean the date on which a grant deed conveying the Property to Buyer is recorded in the Santa Clara County Recorder's Office.

4. CONDITIONS TO CLOSING.

A. Buyer's Conditions to Closing. Close of Escrow and Buyer's obligation to purchase the Property pursuant to this Agreement are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Title. Buyer acknowledges receipt of a preliminary title report prepared by Escrow Holder for the Property ("Title Report"). Except for Deeds of Trust recorded against the Property for the benefit of the United States Department of Housing and Urban Development (collectively, "HUD Lien"), Buyer shall acquire the Property subject to all exceptions described in the Title Report, together with all non-delinquent real property taxes and assessments to be assessed against the Property (collectively, "Approved Exceptions"). At the Closing, Seller shall deliver title to the Property to Buyer subject only to the Approved Exceptions.

(ii) Delivery of Seller Documents. Seller shall have executed and deposited into Escrow the Grant Deed attached hereto as Exhibit B, together with appropriate documentation from HUD to release the lien of the HUD Lien ("HUD Reconveyance").

If any of the conditions to Buyer's obligations set forth above fail to occur at or before the Closing Date through no fault of Buyer, then Buyer may cancel the Escrow, terminate this Agreement, and recover any amounts paid by Buyer to the Escrow Holder toward the Purchase Price.

B. Seller's Condition to Closing. Close of Escrow and Seller's obligation to sell the Property to Buyer pursuant to this Agreement, are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Authorization to Sell. Prior to the Closing, Seller shall have obtained any and all authorizations and approvals necessary to sell the Property pursuant to the Dissolution Legislation.



(ii) Reconveyance of HUD Lien. Prior to the Closing, Seller shall have obtained the HUD Reconveyance.

(iii) No Default. Buyer shall not be in material default of Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to deliver the Purchase Price into escrow on or before the Closing Date.

If the conditions above have not been satisfied or waived by Seller at or before the Closing Date through no fault of Seller, then Seller may, upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Holder pursuant to this Agreement.

5. REPRESENTATIONS AND WARRANTIES.

A. Buyer hereby represents and warrants to Seller that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

B. Except as provided in Section 4 B (i) above, Seller hereby represents and warrants to Buyer that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.



C. Except as disclosed on those reports set forth on Exhibit C-1 attached hereto (collectively, "Environmental Reports") and except for the State Water Resources Control Board ("SWRCB") action on the Property, listed on the SWRCB GeoTracker site as San Jose Convention Center (South Hall), Case No. 43S1099 and as described in the e-mail dated August 24, 2016 from David Barr P.E. of the San Francisco Bay Regional Water Quality Control Board to Richard Keit, a copy of which is attached hereto as Exhibit C-2, Seller hereby represents and warrants that (i) Seller has not released any Hazardous Materials on the Property, (ii) Seller has no actual knowledge of any release of Hazardous Materials (as defined below) on the Property, and (iii) Seller has not received any notice of any violation of any law, ordinance, rule, regulation or order of any governmental authority pertaining to the Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean any and all of those materials, substances, wastes, pollutants, contaminants, by-products, or constituents which have been determined to be injurious to health or the environment, including without limitation those designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, and any other materials, substances, wastes, pollutants, contaminants, by-products or constituents requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

D. Seller hereby represents and warrants to Buyer that (i) there are no leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; and (ii) there are no other liens or claims against the Property other than the HUD Lien and the Approved Exceptions.

6. **AS IS CONDITION OF PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "IN ITS THEN EXISTING CONDITION AS**

**IS, WHERE IS, WITH ALL FAULTS," EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ANY AGENT PURPORTING TO REPRESENT SELLER, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT.**

**BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR HAS HAD THE OPPORTUNITY TO CONDUCT, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS, OTHER THAN SUCH REPRESENTATIONS AND WARRANTIES OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, SUBJECT TO SUCH REPRESENTATIONS AND WARRANTIES OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS'**



FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY EXISTING AT OR OCCURRING PRIOR TO CLOSING. IN CONNECTION THEREWITH, BUYER EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES THAT:

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

THE COVENANTS SET FORTH IN THIS SECTION SHALL SURVIVE CLOSE OF ESCROW AND DELIVERY OF THE GRANT DEED.

7. CLOSING OF ESCROW.

A. Delivery of Documents and Payment. At or prior to Closing, Seller shall deposit into Escrow (i) the HUD Reconveyance and (ii) the Grant Deed in the form attached hereto as Exhibit B, properly executed and acknowledged by Seller, in favor of Buyer, containing the legal description of the Property subject only to the Approved Exceptions. At or prior to Closing, Buyer and Seller shall have each deposited into Escrow any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Seller the Purchase Price, when (1) Escrow Holder holds, and is able to record, the HUD Reconveyance and the Grant Deed, (2) Escrow Holder is



prepared to issue to Buyer the Title Policy as provided in Section 7 B below, and (3) the conditions specified in Section 4 have been satisfied or waived.

B. Title Insurance. At the Close of Escrow, Buyer shall obtain from Escrow Holder a standard coverage American Land Title Association ("ALTA") owner's form policy of title insurance in the amount of the Purchase Price insuring title to the Property in the name of Buyer subject only to the Approved Exceptions and the standard printed exclusions from coverage of an ALTA standard title policy ("Title Policy").

C. Recordation and Delivery. At the Closing, Escrow Holder shall (1) forward the HUD Reconveyance and the Grant Deed to the recorder for recordation, and (2) deliver the Title Policy as provided in Section 7 B below.

8. BROKERS. Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

9. FIRPTA. Seller warrants that it is not a foreign person or entity as defined in the Foreign Investors Real Property Tax Act and prior to the close of escrow Seller will deposit an affidavit certifying same. Escrow Holder's duties pertaining to these provisions are limited to the receipt from Seller of such affidavit prior to the close of escrow and delivery to Buyer of such affidavit at the close of escrow.

10. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the applicable laws of the State of California.

11. PROPERTY TAXES/ASSESSMENTS. Buyer shall be responsible for any property or other taxes or assessments assessed against the Property to the extent

attributable to the period on or after the Closing. Seller shall be responsible for any property or other taxes or assessments assessed against the Property to the extent attributable to the period prior to the Close of Escrow.

12. CLOSING COSTS/PRORATIONS. Buyer and Seller shall split equally the documentary transfer taxes, customary escrow fee and charges and recordation fees and the cost of the Title Policy. Any endorsements to the Title Policy requested by Buyer shall be paid for by Buyer. If applicable, rental payments, utility and other operating costs of the Property, if any, shall be prorated at Closing.

13. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by national overnight courier service, sent by facsimile transmission, if also sent by one of the other methods provided in this Section, or sent by registered or certified mail, first class postage prepaid, return receipt requested, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice, (ii) the date of the facsimile transmission, or (iii) three (3) business days after the date of posting with the United States Postal Service at the following addresses:

To Buyer:	At the Address as set forth on the Signature Page
To Seller:	Successor Agency 200 East Santa Clara Street, 13 <sup>th</sup> FI Tower San Jose, CA 95113 Attention: Managing Director
With a Copy To:	Office of City Attorney 200 East Santa Clara Street, 16 <sup>th</sup> FI Tower San Jose, CA 95113 Attention: City Attorney

To Escrow Holder:

First American Title Company  
1737 N. First Street,  
San Jose, California 95110  
Attention: Linda Tugade

Any party to this Agreement may change its address for receipt of notices by giving notice of such change to the other party in the manner set forth in this Section. Neither the rejection of a notice by the addressee or the inability to deliver a notice because of a change of address for which no change of address notice was received, shall affect the date on which such notice is deemed received.

14. RECEIPT OF PROPERTY DOCUMENTS. Buyer acknowledges that it has received and had the opportunity to review the following documents:

- (i) The Title Report; and
- (ii) The Environmental Reports, if any.

15. MISCELLANEOUS.

A. Time. Time is of the essence of this Agreement with respect to each and every provision hereof in which time is a factor.

B. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes any and all prior agreements and understandings between the parties. No change in, modification of or amendment to this Agreement shall be valid unless set forth in writing and signed by all of the parties subsequent to the execution of this Agreement.

C. Further Assurances. Each of the parties agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to the Closing Date, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.



D. Successors. Subject to the provisions of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, representatives, successors and assigns.

E. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall be effective only to the extent of such determination and shall not prohibit or otherwise render ineffective any other provision of this Agreement.

F. Exhibits. References herein to exhibits are to Exhibit A, Exhibit B and Exhibit C attached hereto, which exhibits are hereby incorporated by reference.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first written above.

SELLER

SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY  
OF THE CITY OF SAN JOSE

APPROVED AS TO FORM:

\_\_\_\_\_  
Tom Murtha  
Senior Deputy City Attorney

\_\_\_\_\_  
Richard Keit  
Managing Director

BUYER

Kim Walesh  
\_\_\_\_\_  
Kim Walesh  
Deputy City Manager  
City of San Jose

Dated: 7/27/18

BUYER'S ADDRESS:

City of San Jose  
200 E. Santa Clara St.  
San Jose, CA 95113



# Memorandum

**TO:** Toni Taber, City Clerk

**FROM:** David Sykes

**SUBJECT: SIGNATURE AUTHORITY  
FOR KIM WALESH**

**DATE:** October 16, 2017

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To efficiently and effectively carry out the City Manager's responsibilities, it is appropriate that Kim Walesh have the authority to implement duties that I assign to her and to sign documents on my behalf. This memorandum provides her with that authority.

David Sykes  
City Manager

Kim Walesh  
DEPUTY CITY MANAGER

C: Kim Walesh  
Finance Department







ACCEPTANCE BY ESCROW HOLDER  
FIRST AMERICAN TITLE COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Escrow Opens: \_\_\_\_\_, 2018

## EXHIBIT A

### PROPERTY DESCRIPTION

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

#### PARCEL ONE:

PORTION OF LOT 16, AS SHOWN ON THE CERTAIN MAP OF PLAN OF LOTS IN THE CITY OF SAN JOSE, OWNED BY JOHN BALBACH, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON MAY 04, 1922, IN BOOK R OF MAPS, PAGE 12, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF BALBACH STREET, 50 FEET WIDE, DISTANT THEREON SOUTH 46° 30' WEST 518.78 FEET FROM THE POINT OF INTERSECTION OF SAID LINE OF BALBACH STREET WITH THE POINT OF INTERSECTION OF SAID LINE OF BALBACH STREET WITH THE WESTERLY LINE OF MARKET STREET, SAID POINT OF BEGINNING BEING ALSO IN THE CENTER LINE OF A DRIVEWAY BETWEEN TWO HOUSES, AND FROM WHICH POINT OF BEGINNING A 2" X 3" STAKE SET AT THE POINT OF INTERSECTION OF SAID LINE OF BALBACH STREET WITH THE EASTERLY LINE OF LOT 16 OF THE BALBACH SUBDIVISION, AS SHOWN UPON A MAP OF SAID SUBDIVISION RECORDED IN BOOK C OF MAPS, PAGE 71 IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, BEARS NORTH 46° 30' EAST 29.81 FEET, AND 2" X 3" WITNESS STAKE SET FLUSH IN SAID CENTER LINE OF SAID DRIVEWAY BEARS NORTH 43° 30' WEST 2.00 FEET AND THENCE AT RIGHT ANGLES TO SAID NORTHERLY LINE OF BALBACH STREET AND ALONG SAID CENTER LINE OF SAID DRIVEWAY AND ITS PROLONGATION NORTHERLY NORTH 43° 30' WEST 149.35 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 16; THENCE WESTERLY AND ALONG SAID NORTHERLY LINE OF SAID LOT 16, SOUTH 49° 15' WEST 32.71 FEET TO A POINT FROM WHICH A 2" X 3" WITNESS STAKE BEARS SOUTH 43° 30' EAST 0.90 FEET; THENCE LEAVING SAID LINE OF SAID LOT 16 AND RUNNING SOUTHERLY AND ALONG A LINE PARALLEL TO AND DISTANT AT RIGHT ANGLES WESTERLY 32.69 FEET FROM THE FIRST COURSE OF THIS DESCRIPTION SOUTH 43° 30' EAST 150.90 FEET TO A 2" X 3" STAKE SET IN SAID NORTHERLY LINE OF BALBACH STREET; THENCE EASTERLY AND ALONG SAID NORTHERLY LINE OF BALBACH STREET NORTH 46° 30' EAST 32.69 FEET TO THE POINT OF BEGINNING.

APN: 264-30-010  
ARB: 264-30-010

#### PARCEL TWO:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF BALBACH STREET, 50 FEET WIDE, DISTANT THEREON SOUTH 46° 30' WEST 551.47 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE SOUTHWESTERLY LINE OF MARKET STREET, AS SHOWN UPON THE MAP HEREINAFTER REFERRED TO; SAID POINT OF BEGINNING BEING ALSO THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND CONVEYED BY EMMA H. WOODROW TO ANNIE FISHER BY DEED DATED JANUARY 30, 1920 IN 501 OF DEEDS, PAGE 536, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA; THENCE FROM SAID POINT OF BEGINNING, SOUTH 46° 30' WEST ALONG SAID NORTHWESTERLY LINE OF BALBACH STREET 29 FEET TO THE MOST EASTERLY CORNER OF THE PARCEL OF LAND CONVEYED BY VALENTINE HUMBURG, ET UX, TO ADAM HUMBURG, DATED JUNE 20, 1865, AND RECORDED JUNE 21, 1865 IN BOOK "R" OF DEEDS, PAGE 327, RECORDS OF SAID COUNTY; THENCE LEAVING SAID NORTHWESTERLY LINE OF BALBACH STREET, NORTH 43° 30' WEST AT A RIGHT ANGLE, AND ALONG THE

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NORTHEASTERLY LINE OF THE HUMBURG PARCEL 152.39 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF LOT 16, AS SHOWN UPON SAID MAP; THENCE NORTH 49° 15' EAST ALONG SAID LINE 29.01 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF THE AFOREMENTIONED FISHER PARCEL; THENCE SOUTH 43° 30' EAST ALONG THE SOUTHWESTERLY LINE OF THE SAID FISHER PARCEL, 150.90 FEET TO THE POINT OF BEGINNING. BEING A PORTION OF LOT 16, AS SHOWN UPON THE MAP ENTITLED; "PLAN OF LOTS IN THE CITY OF SAN JOSE OWNED BY JOHN BALBACH, SURVEYED JULY 20, 1863 BY JOHN REED, CO., SURVEYOR," WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JUNE 01, 1867 IN BOOK "R" OF MAPS, PAGE 12.

APN: 264-30-011  
ARB: 264-30-011

PARCEL THREE:

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF BALBACH STREET, DISTANT THEREON NORTH 46° 26' 50" EAST 163.51 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE NORTHEASTERLY LINE OF ALMADEN AVENUE; THENCE FROM SAID POINT OF BEGINNING NORTH 46° 26' 50" EAST ALONG SAID LINE OF BALBACH STREET 47.50 FEET; THENCE LEAVING SAID LINE NORTH 43° 33' 10" WEST 154.67 FEET TO THE SOUTHEASTERLY LINE OF LOT 29, AS SHOWN UPON THE MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1, WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA FEBRUARY 09, 1904 IN BOOK F-3 OF MAPS, PAGE 51; THENCE SOUTH 48° 55' WEST ALONG SAID LINE AND THE SOUTHEASTERLY LINE OF LOT 30, AS SHOWN UPON SAID MAP 47.54 FEET; THENCE SOUTH 43° 33' 10" EAST 156.72 FEET TO THE POINT OF BEGINNING.

APN: 264-30-013  
ARB: 264-30-013

PARCEL FOUR:

LOT 3, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF THE KOEBERLE TRACT", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 08, 1917, IN BOOK P OF MAPS, PAGE 28.

APN: 264-30-016  
ARB: 264-30-016

PARCEL FIVE:

LOT 4, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF THE KOEBERLE TRACT", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 08, 1917, IN BOOK P OF MAPS, PAGE 28.

APN: 264-30-017  
ARB: 264-30-017

PARCEL SIX:

ALL OF LOT 5, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE KOEBERLE TRACT," WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 08, 1917, IN BOOK P OF MAPS, PAGE 28.

*First American Title Insurance Company*

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3/29/2018

EXHIBIT A

APN: 264-30-018  
ARB: 264-30-018

PARCEL SEVEN:

BEING A PORTION OF WHAT IS KNOWN AS LOT NUMBER 16 ON A PLOT OF SURVEY OF LAND OF JOHN BALBACH, SAID SURVEY BEING MADE BY JOHN REED, COUNTY SURVEYOR, JULY 20, 1863, SAID PREMISES BEING THE MOST SOUTHWESTERLY 50 FEET FRONT OF SAID LOT NUMBER 16 ON BALBACH STREET, HAVING A UNIFORM DEPTH FROM SAID BALBACH STREET, NORTHWESTERLY TO THE NORTHWESTERN LINE OF SAID LOT NO. 16 AND BOUNDED ON THE NORTHWESTERLY SIDE BY LANDS FORMERLY OCCUPIED BY WM. L. SMITH ON THE NORTHEASTERLY SIDE BY THE REMAINING PORTION OF LOT NO. 16, ON THE SOUTHEASTERLY SIDE BY BALBACH STREET, AND ON THE SOUTHWESTERLY SIDE BY LANDS FORMERLY OCCUPIED BY HOUSER, (LOT NO. 15 OF SAID BALBACH SURVEY), SAID BALBACH SURVEY LYING BETWEEN MARKET STREET AND ALMADEN AVENUE.

APN: 264-30-012  
ARB: 264-30-012

PARCEL EIGHT:

LOT 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF THE KOEBERLE TRACT", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 08, 1917, IN BOOK "P" OF MAPS, PAGE 28.

APN: 264-30-014  
ARB: 264-30-014

PARCEL NINE:

LOT 2, KOEBERLE TRACT FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 08, 1917, IN BOOK P OF MAPS, PAGE 28.

APN: 264-30-15  
ARB: 264-30-15

PARCEL TEN:

BEGINNING AT A POINT IN THE EASTERLY LINE OF ALMADEN AVENUE (ORCHARD STREET), 68 FT AND 3 INCHES SOUTHERLY FROM THE SOUTHEAST CORNER OF ALMADEN AVENUE (ORCHARD STREET) AND VIOLA AVENUE, AS DESIGNATED BY MAP OF SHOTTENHAMER SUBDIVISION #1 OF SAN JOSE, SANTA CLARA COUNTY, CALIFORNIA. SAID POINT BEING ALSO THE NORTHWESTERLY CORNER OF LAND OF ADOLPH GREENINGER, NOW OR FORMERLY, THENCE EASTERLY ALONG THE LINE OF SAID GREENINGER'S LAND 103 FT., MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT #31; THENCE NORTHERLY ALONG SAID LINE OF SAID LOT 31, 34 FEET; THENCE WESTERLY AND PARALLEL WITH THE LINE OF LAND OF GREENINGER, NOW OR FORMERLY, 103 FT., MORE OR LESS TO THE EASTERLY LINE OF ALMADEN AVENUE (ORCHARD STREET); THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF ALMADEN AVENUE (ORCHARD STREET), 34 FT. TO THE PLACE OF BEGINNING, BEING THE SAID LOT OF LAND HERETOFORE CONVEYED TO SAID PARTY HEREIN BY F.B. CAMPEN, ET AL, BY DEED DATED JULY 01, 1914 WHICH DEED IS NOW RECORDED IN OFFICE OF COUNTY RECORDER OF SANTA CLARA COUNTY, CALIFORNIA. BEING SAID LOT OF LAND HERETOFORE

*First American Title Insurance Company*



CONVEYED TO SAID PARTY OF FIRST PART HEREIN BY MICHAEL MONAHAN AND MARY PHOEBE MONAHAN, BY DEED DATED AUGUST 02, 1951, WHICH DEED IS NOW RECORDED IN OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY, CALIFORNIA, IN LIBER 2259 OF DEEDS, PAGE 577 RECORDS OF SAID COUNTY AND STATE.

APN: 264-30-019  
ARB: 264-30-019

PARCEL ELEVEN:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF VIOLA AVENUE WITH THE NORTHEASTERLY LINE OF ALMADEN AVENUE, FORMERLY ORCHARD STREET, AS THE SAME ARE SHOWN ON THE MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1 HEREINAFTER REFERRED TO; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF VIOLA AVENUE 87.56 FEET, MORE OR LESS, TO THE EASTERLY LINE OF LOT 31 OF SAID SHOTTENHAMER'S SUBDIVISION NO. 1; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 31, 52.6 FEET, MORE OR LESS, TO THE NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY WILLIAM MORGAN JONES, ET AL; TO ANNA HOSTERT, BY DEED DATED APRIL 04, 1904 AND RECORDED APRIL 04, 1904 IN BOOK 318 OF OFFICIAL RECORDS, PAGE 395, SANTA CLARA COUNTY RECORDS; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO ANNA HOSTERT, 103 FEET, MORE OR LESS, TO SAID NORTHEASTERLY LINE OF ALMADEN AVENUE; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF ALMADEN AVENUE, 34 FEET AND 3 INCHES TO THE POINT OF BEGINNING, AND BEING PORTIONS OF LOTS 31 AND 32 AS SHOWN ON THE MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 08, 1904 IN BOOK F-3 OF MAPS, PAGE 51.

APN: 264-30-020  
ARB: 264-30-020

PARCEL TWELVE:

LOT 30, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1," WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904, IN BOOK F-3 OF MAPS, PAGE 51.

APN: 264-30-021  
ARB: 264-30-021

PARCEL THIRTEEN:

LOT 29, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1," WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904, IN BOOK F-3 OF MAPS, PAGE 51.

APN: 264-30-022  
ARB: 264-30-022

PARCEL FOURTEEN:

LOT 28, AS SHOWN ON THAT CERTAIN MAP ENTITLED "SHOTTENHAMER'S SUBDIVISION NO.

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1, SAN JOSE, SANTA CLARA COUNTY, CALIFORNIA," WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 08, 1904, IN BOOK F-3 OF MAPS, PAGE 51.

APN: 264-30-023  
ARB: 264-30-023

PARCEL FIFTEEN:

ALL OF LOT 27, AS SHOWN ON THAT CERTAIN MAP ENTITLED TRACT NO. SHOTTENHAMER'S SUBDIVISION NO. 1, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904, IN BOOK F3 OF MAPS, PAGE 51.

APN: 264-30-024  
ARB: 264-30-024

PARCEL SIXTEEN:

LOT 26, AS SHOWN ON THAT CERTAIN MAP ENTITLED SHOTTENHAMER'S SUBDIVISION NO. 1, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 08, 1904, IN BOOK F-3 OF MAPS, PAGE 51.

APN: 264-30-025  
ARB: 264-30-025

PARCEL SEVENTEEN:

LOT 25, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904, IN BOOK F3 OF MAPS, PAGE 51.

APN: 264-30-026  
ARB: 264-30-026

PARCEL EIGHTEEN:

LOT NUMBER TWENTY FOUR (24) OF SHOTTENHAMER'S SUBDIVISION NO. 1, SAN JOSE, SANTA CLARA COUNTY, CALIFORNIA SURVEYED JANUARY, 1904 BY H.B. FISHER SURVEYOR AND C.E. AND RECORDED IN BOOK F-3 OF MAPS, PAGE 51, FEBRUARY 08, 1904, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA.

APN: 264-30-027  
ARB: 264-30-027

PARCEL NINETEEN:

LOT 23, AS SHOWN ON THAT CERTAIN MAP ENTITLED SHOTTENHAMER'S SUBDIVISION NO. 1, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904, IN BOOK "F3" OF MAPS, PAGE 51.

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APN: 264-30-028  
ARB: 264-30-028

PARCEL TWENTY:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF MARKET STREET, DISTANT THEREON 50 FEET NORTHWESTERLY FROM THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF MARKET STREET WITH THE SOUTHEASTERLY LINE OF BALBACH STREET; RUNNING THENCE SOUTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID BALBACH STREET, 137.50 FEET; THENCE NORTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID MARKET STREET, 149 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF THE LANDS NOW OR FORMERLY OF DANIEL MURPHY; THENCE NORTHEASTERLY AND ALONG THE SAID SOUTHEASTERLY LINE OF SAID LAND, NOW OR FORMERLY OF SAID DANIEL MURPHY, 137.50 FEET TO THE SOUTHWESTERLY LINE OF MARKET STREET; THENCE SOUTHEASTERLY AND ALONG THE SAID SOUTHWESTERLY LINE OF MARKET STREET 149 FEET TO THE POINT OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-001

PARCEL TWENTY-ONE:

ALL OF LOTS 17 AND 18 AND A PORTION OF LOT 19, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904 IN BOOK F-3 OF MAPS, PAGE 51 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF THE SOUTHEASTERLY LINE OF VIOLA AVENUE WITH THE SOUTHWESTERLY LINE OF MARKET STREET, AS SAID AVENUE AND STREET ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE RUNNING SOUTHWESTERLY AND ALONG THE SOUTHEASTERLY LINE OF VIOLA AVENUE, 126.07 FEET; THENCE AT RIGHT ANGLES SOUTHEASTERLY 80.23 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF LOT 19; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF LOTS 19 AND 18, AS SHOWN UPON THE MAP ABOVE REFERRED TO, 128.17, FEET MORE OR LESS, TO THE SOUTHWESTERLY LINE OF MARKET STREET; THENCE NORTHEASTERLY ALONG SAID LINE OF MARKET STREET, 76.58 FEET TO THE POINT OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-033

PARCEL TWENTY-TWO:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF BALBACH STREET, DISTANT THEREON SOUTHWESTERLY 137.50 FEET FROM THE POINT OF INTERSECTION OF SAID LINE OF BALBACH STREET, WITH THE SOUTHWESTERLY LINE OF MARKET STREET; THENCE RUNNING SOUTHWESTERLY AND ALONG THE NORTHWESTERLY LINE OF BALBACH STREET, 40.00 FEET; THENCE RUNNING NORTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MARKET STREET, 149.00 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF THAT CERTAIN SUBDIVISION ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1", WHICH MAP WAS FILED FOR RECORD ON FEBRUARY 09, 1904 IN BOOK F-3 OF MAPS, PAGE 51; THENCE RUNNING NORTHEASTERLY AND ALONG THE SOUTHEASTERLY LINE OF SAID SHOTTENHAMER'S SUBDIVISION NO. 1, 40.00 FEET; THENCE RUNNING SOUTHEASTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MARKET STREET, 149.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

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APN: 264-30-X136  
ARB: 264-30-002

PARCEL TWENTY-THREE:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF BALBACH STREET, DISTANT THEREON SOUTHWESTERLY 217.50 FEET FROM THE INTERSECTION OF SAID LINE OF BALBACH STREET WITH THE SOUTHWESTERLY LINE OF MARKET STREET; THENCE RUNNING SOUTHWESTERLY AND ALONG THE NORTHWESTERLY LINE OF BALBACH STREET 40.00 FEET; THENCE RUNNING NORTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MARKET STREET, 149.00 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF THAT CERTAIN SUBDIVISION ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1" WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON FEBRUARY 09, 1904 IN BOOK F-3 OF MAPS, PAGE 51; THENCE RUNNING NORTHEASTERLY AND ALONG THE SOUTHEASTERLY LINE OF SAID SHOTTENHAMER'S SUBDIVISION NO. 1, 40.00 FEET; THENCE RUNNING SOUTHEASTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MARKET STREET 149 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-004

PARCEL TWENTY-FOUR:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF BALBACH STREET, DISTANT THEREON 177.50 FEET WESTERLY FROM THE WESTERLY SIDE OF MARKET STREET; THENCE WESTERLY ALONG THE SAID LINE OF BALBACH STREET, 40 FEET TO THE LAND OF TONEY; THENCE NORTHERLY AND PARALLEL WITH MARKET STREET 149 FEET, MORE OR LESS; THENCE EASTERLY AND PARALLEL WITH BALBACH STREET 40 FEET; THENCE SOUTHERLY AND PARALLEL WITH MARKET STREET 149 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-003

PARCEL TWENTY-FIVE:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF BALBACH STREET DISTANT THEREON 257.50 FEET SOUTHWESTERLY FROM THE INTERSECTION OF SAID LINE OF BALBACH STREET WITH THE SOUTHWESTERLY LINE OF MARKET STREET AND SAID POINT OF BEGINNING BEING THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND CONVEYED BY STEPHEN T. WOODSON TO JOHN M. TONEY, BY DEED DATED APRIL 03, 1879 AND RECORDED APRIL 05, 1879 IN BOOK 52 OF DEEDS, PAGE 42; THENCE NORTHWESTERLY AND PARALLEL WITH SAID LINE OF MARKET STREET 149 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF THE SUBDIVISION ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1" AND WHICH SAID MAP WAS FILED FOR RECORD FEBRUARY 09, 1904 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN VOLUME F-3 OF MAPS, PAGE 51; THENCE SOUTHWESTERLY AND ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION 40.0 FEET TO THE MOST NORTHERLY CORNER OF THE PARCEL OF LAND CONVEYED BY JOHN STOCK AND LOUIS SCHALLER TO JOHN LEWIS BY DEED DATED JUNE 06, 1873 AND RECORDED JUNE 09, 1873 IN BOOK 27 OF DEEDS, PAGE 619; THENCE SOUTHEASTERLY AND PARALLEL WITH SAID LINE OF MARKET STREET, 149.0 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF BALBACH STREET; THENCE NORTHEASTERLY ALONG SAID LINE OF BALBACH STREET 40.0 FEET TO THE POINT OF BEGINNING.

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EXHIBIT A



APN: 264-30-X136  
ARB: 264-30-005

PARCEL TWENTY-SIX:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF BALBACH STREET, IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DISTANT THEREON 377.50 FEET WESTERLY FROM THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF BALBACH STREET WITH THE WESTERLY LINE OF MARKET STREET; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF BALBACH STREET, 40 FEET; THENCE NORTHERLY AND PARALLEL WITH THE WESTERLY LINE OF MARKET STREET, 149 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF SHOTTENHAMER'S SUBDIVISION NO. 1, AS SHOWN UPON THE MAP OF SAME IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY IN BOOK F-3 OF MAPS, PAGE 51; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID SHOTTENHAMER SUBDIVISION NO. 1, 40 FEET TO THE NORTHEASTERLY CORNER OF THE LANDS DESCRIBED IN THE DEED FROM LOUIS SCHELLER, ET AL, TO THOMAS CLARK DATED FEBRUARY 08, 1869 AND RECORDED FEBRUARY 11, 1869 IN BOOK 12 OF DEEDS, PAGE 567, SANTA CLARA COUNTY RECORDS; THENCE RUNNING SOUTHERLY AND ALONG THE WESTERLY LINE OF SAID LAND AND PARALLEL WITH THE WESTERLY LINE OF MARKET STREET 149 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-X006

PARCEL TWENTY-SEVEN:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF BALBACH STREET, DISTANT THEREON SOUTHWESTERLY 297.50 FEET FROM THE POINT OF INTERSECTION OF SAID LINE OF BALBACH STREET, WITH THE SOUTHWESTERLY LINE OF MARKET STREET; THENCE RUNNING SOUTHWESTERLY AND ALONG THE NORTHWESTERLY LINE OF BALBACH STREET, 40.00 FEET; THENCE RUNNING NORTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MARKET STREET, 149.00 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF THAT CERTAIN SUBDIVISION ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON FEBRUARY 09, 1904 IN BOOK F-3 OF MAPS, PAGE 51; THENCE RUNNING NORTHEASTERLY AND ALONG THE SOUTHEASTERLY LINE OF SAID SHOTTENHAMER'S SUBDIVISION NO. 1, 40.00 FEET; THENCE RUNNING SOUTHEASTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MARKET STREET, 149.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-X006

PARCEL TWENTY-EIGHT:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF BALBACH STREET, DISTANT THEREON 377.50 FEET SOUTHWESTERLY FROM THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF BALBACH STREET WITH THE SOUTHWESTERLY LINE OF MARKET STREET; THENCE RUNNING SOUTHWESTERLY AND ALONG THE NORTHWESTERLY LINE OF BALBACH STREET, 40 FEET; THENCE RUNNING NORTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SHOTTENHAMER'S SUBDIVISION NO. 1, AS SHOWN UPON THAT CERTAIN MAP THEREOF OF RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN BOOK F3 OF MAPS, PAGE 51; THENCE

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NORTHWESTERLY AND ALONG THE SOUTHEASTERLY LINE OF SAID SHOTTENHAMER'S SUBDIVISION NO. 1, 40 FEET; THENCE SOUTHEASTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MARKET STREET, 148.75 FEET TO THE POINT OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-007

PARCEL TWENTY-NINE:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF BALBACH STREET, DISTANT THEREON SOUTHWESTERLY 453.50 FEET FROM THE INTERSECTION OF SAID LINE OF BALBACH STREET WITH THE SOUTHWESTERLY LINE OF MARKET STREET; THENCE NORTHWESTERLY AND PARALLEL WITH SAID LINE OF MARKET STREET, 148.75 FEET, MORE OR LESS, TO A POINT IN THE SOUTHEASTERLY LINE OF THAT CERTAIN SUBDIVISION SHOWN ON MAP ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1" AND WHICH SAID MAP WAS FILED FEBRUARY 09, 1904 IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN VOL. "F3" OF MAPS, PAGE 51; THENCE SOUTHWESTERLY AND ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION 17.50 FEET TO THE EASTERLY LINE OF LOT 16, AS SAID LOT IS SHOWN ON MAP ENTITLED "PLAN OF LOTS IN THE CITY OF SAN JOSE, OWNED BY JOHN BALBACH", AND WHICH SAID MAP WAS FILED MAY 04, 1922 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN VOL. "R" OF MAPS, PAGE 12, AND WHICH SAID LOT WAS FORMERLY OWNED BY FREDERICK KUCHENBEISER; THENCE SOUTHEASTERLY AND ALONG THE EASTERLY LINE OF SAID LOT, 149.50 FEET TO A POINT ON THE NORTHWESTERLY LINE OF BALBACH STREET; THENCE NORTHEASTERLY ALONG SAID LINE OF BALBACH STREET 35.0 FEET TO THE POINT OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-X008

PARCEL THIRTY:

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF BALBACH STREET, DISTANT THEREON SOUTHWESTERLY 417.50 FEET FROM THE INTERSECTION OF SAID LINE OF BALBACH STREET WITH THE SOUTHWESTERLY LINE OF MARKET STREET; THENCE WESTERLY ALONG SAID LINE OF BALBACH STREET 36.0 FEET; THENCE NORTHERLY AND PARALLEL WITH SAID LINE OF MARKET STREET 148.75 FEET, MORE OR LESS, TO A POINT IN THE SOUTHEASTERLY LINE OF THAT CERTAIN SUBDIVISION SHOWN UPON MAP ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1", AND WHICH SAID MAP WAS FILED FEBRUARY 09, 1904 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN VOL. "F3" OF MAPS, PAGE 51; THENCE EASTERLY ALONG THE SAID LINE OF SUBDIVISION 36.0 FEET; THENCE SOUTHERLY AND PARALLEL WITH SAID LINE OF MARKET STREET 148.75 FEET TO PLACE OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-X008

PARCEL THIRTY-ONE:

PORTION OF LOT 16, AS SHOWN ON THAT CERTAIN MAP ENTITLED "PLAN OF LOTS IN THE CITY OF SAN JOSE, OWNED BY JOHN BALBACH", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON MAY 04, 1922 IN BOOK R OF MAPS, PAGE 12, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 2" X 3" STAKE STANDING AT THE POINT OF INTERSECTION OF THE

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NORTHERLY LINE OF BALBACH STREET, 50 FEET WIDE, WITH THE EASTERLY LINE OF LOT 16 OF THE BALBACH SURVEY, AS SHOWN UPON THE MAP ABOVE REFERRED TO, SAID POINT OF BEGINNING BEING DISTANT, SOUTH 46° 30' WEST 488.97 FEET FROM THE POINT OF INTERSECTION OF SAID NORTHERLY LINE OF BALBACH STREET WITH THE WESTERLY LINE OF MARKET STREET, AND RUNNING THENCE WESTERLY AND ALONG THE NORTHERLY LINE OF BALBACH STREET, SOUTH 46° 30' WEST 29.81 FEET TO A POINT IN THE CENTER LINE OF A DRIVEWAY BETWEEN TWO HOUSES, AND FROM WHICH POINT A 2" X 3" WITNESS STAKE SET FLUSH IN SAID CENTER LINE OF SAID DRIVEWAY BEARS NORTH 46° 30' WEST, 2.00 FEET; THENCE LEAVING SAID BALBACH STREET AND RUNNING AT RIGHT ANGLES NORTHERLY AND ALONG SAID CENTER LINE OF SAID DRIVEWAY AND IN PROLONGATION NORTHERLY, NORTH 43° 30' WEST, 149.35 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 16; THENCE EASTERLY AND ALONG SAID NORTHERLY LINE OF SAID LOT 16, NORTH 49° 15' EAST, 48.32 FEET TO A FENCE CORNER DEFINING THE NORTHERNMOST CORNER OF SAID LOT 16; THENCE SOUTHERLY AND ALONG THE FENCE AND ITS PROLONGATION SOUTHERLY DEFINING THE EASTERLY LINE OF LOT 16, SOUTH 36° 24' EAST, 148.17 FEET TO THE POINT OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-009

PARCEL THIRTY-TWO:

LOT 22, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904 IN BOOK F-3 OF MAPS, PAGE 51.

APN: 264-30-X136  
ARB: 264-30-029

PARCEL THIRTY-THREE:

LOT 21, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904 IN BOOK F-3 OF MAPS, PAGE 51.

APN: 264-30-X136  
ARB: 264-30-030

PARCEL THIRTY-FOUR:

LOT 20, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904 IN BOOK F-3 OF MAPS, PAGE 51.

APN: 264-30-X136  
ARB: 264-30-031

PARCEL THIRTY-FIVE

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF VIOLA AVENUE DISTANT THEREON, 126.07 FEET SOUTHWESTERLY FROM THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF VIOLA AVENUE WITH THE SOUTHWESTERLY LINE OF MARKET STREET; THENCE

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CONTINUING SOUTHWESTERLY ALONG VIOLA AVENUE, 43 FEET TO THE LINE DIVIDING LOTS 19 AND 20 OF SHOTTENHAMER'S SUBDIVISION NO. 1, HEREINAFTER REFERRED TO; THENCE SOUTHEASTERLY ALONG SAID DIVIDING LINE 81.65 FEET; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 19 OF SAID SUBDIVISION 43 FEET; THENCE NORTHWESTERLY 80.94 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, AND BEING THE SOUTHWESTERLY 43 FEET OF LOT 19, AS LAID DOWN AND DESIGNATED UPON THAT CERTAIN MAP ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1, SAN JOSE, SANTA CLARA CO., CAL.", AND WHICH SAID MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904 IN BOOK F-3 OF MAPS, PAGE 51.

APN: 264-30-X136

ARB: 264-30-032

APN: 264-30-010 THRU 028 AND 136

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**EXHIBIT A**

**DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or [CityClerk@sanjoseca.gov](mailto:CityClerk@sanjoseca.gov) for final document.**

**EXHIBIT B**  
**FORM OF GRANT DEED**

When recorded mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APN: \_\_\_\_\_

**GRANT DEED**

The undersigned Grantor(s) declare(s): DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_;  
CITY TRANSFER TAX \$ \_\_\_\_\_; SURVEY MONUMENT FEE \$ \_\_\_\_\_

[ ] \_\_\_\_\_  
Signature of Declarant

[ ] computed on the consideration or full value of property conveyed; OR  
[ ] computed on the consideration or full value less of liens and/or encumbrances remaining at time of sale,

[ ] unincorporated area; [x] City of San Jose, and

[ ] Exempt from transfer tax; Reason:

\_\_\_\_\_  
Declarant's signature (must be signed if no transfer tax is being paid)

Mail Tax Statement to: same as above address

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Successor Agency to the Redevelopment Agency of the City of San Jose ("Grantor") hereby grants to \_\_\_\_\_, a California \_\_\_\_\_ ("Grantee") all that real property situated in the City of San Jose, County of Santa Clara County, State of California as more particularly described in Exhibit A attached hereto ("Property").

(1) Grantee covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, or on the basis of actual or perceived gender identity, in the sale, lease, sublease, transfer, use,

occupancy, tenure, or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property.

(2) The covenants against discrimination set forth in paragraph (1) of this Grant Deed shall remain in perpetuity and shall not be subject to release.

(3) In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that the Grantor shall be deemed a beneficiary of the covenants provided in Section (1) above both for and in its own right and also for the purposes of protecting the interests of the community. All such covenants without regard to technical classification or designation shall be binding for the benefit of the Grantor, and such covenants shall run in favor of the Grantor for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. Grantor shall have the right, in the event of any breach of any such covenants, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of such covenant.

(4) No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in the Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest recorded against the Property; provided, however, that any subsequent owner of the Property or portion thereof shall, from and after its acquisition of title to the Property, unless or to the extent otherwise released, be bound by such covenants, conditions, restrictions, limitations, and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

(5) None of the terms, covenants, agreements or conditions heretofore agreed upon in writing between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to said Property shall be deemed to be merged with this Grant Deed.

(6) Except as otherwise expressly provided, the covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title and in no event shall a violation or breach of the covenants, conditions, restrictions, terms, and provisions contained in this Grant Deed result in a forfeiture of title.

(7) If the Property is subsequently developed as a hotel, the Property shall be annexed into the Convention Center Facilities District No. 2008-1, which was established to finance capital improvements to the San Jose Convention Center. Concurrently with application for a building permit for construction of a hotel, the Grantee shall commence the annexation process. After annexation into the Facilities District, the Property shall, among other things, be subject to the special taxes imposed



by the Facilities District. Information concerning the annexation process and the taxes imposed by the Facilities District may be obtained from the City of San Jose Department of Public Works.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

"Grantor"

SUCCESSOR AGENCY TO THE  
REDEVELOPMENT OF THE CITY OF SAN  
JOSE

Approved as to form:

\_\_\_\_\_  
Tom Murtha  
Senior Deputy City Attorney

By: \_\_\_\_\_  
Richard Keit  
Managing Director

The Grantee hereby accepts this written deed, subject to all of the matters hereinabove set forth.

GRANTEE:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT A

### Legal Description

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

#### PARCEL ONE:

PORTION OF LOT 16, AS SHOWN ON THE CERTAIN MAP OF PLAN OF LOTS IN THE CITY OF SAN JOSE, OWNED BY JOHN BALBACH, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON MAY 04, 1922, IN BOOK R OF MAPS, PAGE 12, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF BALBACH STREET, 50 FEET WIDE, DISTANT THEREON SOUTH 46° 30' WEST 518.78 FEET FROM THE POINT OF INTERSECTION OF SAID LINE OF BALBACH STREET WITH THE POINT OF INTERSECTION OF SAID LINE OF BALBACH STREET WITH THE WESTERLY LINE OF MARKET STREET, SAID POINT OF BEGINNING BEING ALSO IN THE CENTER LINE OF A DRIVEWAY BETWEEN TWO HOUSES, AND FROM WHICH POINT OF BEGINNING A 2" X 3" STAKE SET AT THE POINT OF INTERSECTION OF SAID LINE OF BALBACH STREET WITH THE EASTERLY LINE OF LOT 16 OF THE BALBACH SUBDIVISION, AS SHOWN UPON A MAP OF SAID SUBDIVISION RECORDED IN BOOK C OF MAPS, PAGE 71 IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, BEARS NORTH 46° 30' EAST 29.81 FEET, AND 2" X 3" WITNESS STAKE SET FLUSH IN SAID CENTER LINE OF SAID DRIVEWAY BEARS NORTH 43° 30' WEST 2.00 FEET AND THENCE AT RIGHT ANGLES TO SAID NORTHERLY LINE OF BALBACH STREET AND ALONG SAID CENTER LINE OF SAID DRIVEWAY AND ITS PROLONGATION NORTHERLY NORTH 43° 30' WEST 149.35 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 16; THENCE WESTERLY AND ALONG SAID NORTHERLY LINE OF SAID LOT 16, SOUTH 49° 15' WEST 32.71 FEET TO A POINT FROM WHICH A 2" X 3" WITNESS STAKE BEARS SOUTH 43° 30' EAST 0.90 FEET; THENCE LEAVING SAID LINE OF SAID LOT 16 AND RUNNING SOUTHERLY AND ALONG A LINE PARALLEL TO AND DISTANT AT RIGHT ANGLES WESTERLY 32.69 FEET FROM THE FIRST COURSE OF THIS DESCRIPTION SOUTH 43° 30' EAST 150.90 FEET TO A 2" X 3" STAKE SET IN SAID NORTHERLY LINE OF BALBACH STREET; THENCE EASTERLY AND ALONG SAID NORTHERLY LINE OF BALBACH STREET NORTH 46° 30' EAST 32.69 FEET TO THE POINT OF BEGINNING.

APN: 264-30-010  
ARB: 264-30-010

#### PARCEL TWO:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF BALBACH STREET, 50 FEET WIDE, DISTANT THEREON SOUTH 46° 30' WEST 551.47 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE SOUTHWESTERLY LINE OF MARKET STREET, AS SHOWN UPON THE MAP HEREINAFTER REFERRED TO; SAID POINT OF BEGINNING BEING ALSO THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND CONVEYED BY EMMA H. WOODROW TO ANNIE FISHER BY DEED DATED JANUARY 30, 1920 IN 501 OF DEEDS, PAGE 536, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA; THENCE FROM SAID POINT OF BEGINNING, SOUTH 46° 30' WEST ALONG SAID NORTHWESTERLY LINE OF BALBACH STREET 29 FEET TO THE MOST EASTERLY CORNER OF THE PARCEL OF LAND CONVEYED BY VALENTINE HUMBURG, ET UX, TO ADAM HUMBURG, DATED JUNE 20, 1865, AND RECORDED JUNE 21, 1865 IN BOOK "R" OF DEEDS, PAGE 327, RECORDS OF SAID COUNTY; THENCE LEAVING SAID NORTHWESTERLY LINE OF BALBACH STREET, NORTH 43° 30' WEST AT A RIGHT ANGLE, AND ALONG THE

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NORTHEASTERLY LINE OF THE HUMBURG PARCEL 152.39 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF LOT 16, AS SHOWN UPON SAID MAP; THENCE NORTH 49° 15' EAST ALONG SAID LINE 29.01 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF THE AFOREMENTIONED FISHER PARCEL; THENCE SOUTH 43° 30' EAST ALONG THE SOUTHWESTERLY LINE OF THE SAID FISHER PARCEL, 150.90 FEET TO THE POINT OF BEGINNING. BEING A PORTION OF LOT 16, AS SHOWN UPON THE MAP ENTITLED, "PLAN OF LOTS IN THE CITY OF SAN JOSE OWNED BY JOHN BALBACH, SURVEYED JULY 20, 1863 BY JOHN REED, CO., SURVEYOR," WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JUNE 01, 1867 IN BOOK "R" OF MAPS, PAGE 12.

APN: 264-30-011  
ARB: 264-30-011

**PARCEL THREE:**

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF BALBACH STREET, DISTANT THEREON NORTH 46° 26' 50" EAST 163.51 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE NORTHEASTERLY LINE OF ALMADEN AVENUE; THENCE FROM SAID POINT OF BEGINNING NORTH 46° 26' 50" EAST ALONG SAID LINE OF BALBACH STREET 47.50 FEET; THENCE LEAVING SAID LINE NORTH 43° 33' 10" WEST 154.67 FEET TO THE SOUTHEASTERLY LINE OF LOT 29, AS SHOWN UPON THE MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1, WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA FEBRUARY 09, 1904 IN BOOK F-3 OF MAPS, PAGE 51; THENCE SOUTH 48° 55' WEST ALONG SAID LINE AND THE SOUTHEASTERLY LINE OF LOT 30, AS SHOWN UPON SAID MAP 47.54 FEET; THENCE SOUTH 43° 33' 10" EAST 156.72 FEET TO THE POINT OF BEGINNING.

APN: 264-30-013  
ARB: 264-30-013

**PARCEL FOUR:**

LOT 3, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF THE KOEBERLE TRACT", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 08, 1917, IN BOOK P OF MAPS, PAGE 28.

APN: 264-30-016  
ARB: 264-30-016

**PARCEL FIVE:**

LOT 4, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF THE KOEBERLE TRACT", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 08, 1917, IN BOOK P OF MAPS, PAGE 28.

APN: 264-30-017  
ARB: 264-30-017

**PARCEL SIX:**

ALL OF LOT 5, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE KOEBERLE TRACT," WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 08, 1917, IN BOOK P OF MAPS, PAGE 28.

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3/29/2018

**EXHIBIT A**

**DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.**

APN: 264-30-018  
ARB: 264-30-018

PARCEL SEVEN:

BEING A PORTION OF WHAT IS KNOWN AS LOT NUMBER 16 ON A PLOT OF SURVEY OF LAND OF JOHN BALBACH, SAID SURVEY BEING MADE BY JOHN REED, COUNTY SURVEYOR, JULY 20, 1863, SAID PREMISES BEING THE MOST SOUTHWESTERLY 50 FEET FRONT OF SAID LOT NUMBER 16 ON BALBACH STREET, HAVING A UNIFORM DEPTH FROM SAID BALBACH STREET, NORTHWESTERLY TO THE NORTHWESTERN LINE OF SAID LOT NO. 16 AND BOUNDED ON THE NORTHWESTERLY SIDE BY LANDS FORMERLY OCCUPIED BY WM. L. SMITH ON THE NORTHEASTERLY SIDE BY THE REMAINING PORTION OF LOT NO. 16, ON THE SOUTHEASTERLY SIDE BY BALBACH STREET, AND ON THE SOUTHWESTERLY SIDE BY LANDS FORMERLY OCCUPIED BY HOUSER, (LOT NO. 15 OF SAID BALBACH SURVEY), SAID BALBACH SURVEY LYING BETWEEN MARKET STREET AND ALMADEN AVENUE.

APN: 264-30-012  
ARB: 264-30-012

PARCEL EIGHT:

LOT 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF THE KOEBERLE TRACT", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 08, 1917, IN BOOK "P" OF MAPS, PAGE 28.

APN: 264-30-014  
ARB: 264-30-014

PARCEL NINE:

LOT 2, KOEBERLE TRACT FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 08, 1917, IN BOOK P OF MAPS, PAGE 28.

APN: 264-30-15  
ARB: 264-30-15

PARCEL TEN:

BEGINNING AT A POINT IN THE EASTERLY LINE OF ALMADEN AVENUE (ORCHARD STREET), 68 FT AND 3 INCHES SOUTHERLY FROM THE SOUTHEAST CORNER OF ALMADEN AVENUE (ORCHARD STREET) AND VIOLA AVENUE, AS DESIGNATED BY MAP OF SHOTTENHAMER SUBDIVISION #1 OF SAN JOSE, SANTA CLARA COUNTY, CALIFORNIA. SAID POINT BEING ALSO THE NORTHWESTERLY CORNER OF LAND OF ADOLPH GREENINGER, NOW OR FORMERLY, THENCE EASTERLY ALONG THE LINE OF SAID GREENINGER'S LAND 103 FT., MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT #31; THENCE NORTHERLY ALONG SAID LINE OF SAID LOT 31, 34 FEET; THENCE WESTERLY AND PARALLEL WITH THE LINE OF LAND OF GREENINGER, NOW OR FORMERLY, 103 FT., MORE OR LESS TO THE EASTERLY LINE OF ALMADEN AVENUE (ORCHARD STREET); THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF ALMADEN AVENUE (ORCHARD STREET), 34 FT. TO THE PLACE OF BEGINNING, BEING THE SAID LOT OF LAND HERETOFORE CONVEYED TO SAID PARTY HEREIN BY F.B. CAMPEN, ET AL, BY DEED DATED JULY 01, 1914 WHICH DEED IS NOW RECORDED IN OFFICE OF COUNTY RECORDER OF SANTA CLARA COUNTY, CALIFORNIA. BEING SAID LOT OF LAND HERETOFORE

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CONVEYED TO SAID PARTY OF FIRST PART HEREIN BY MICHAEL MONAHAN AND MARY PHOEBE MONAHAN, BY DEED DATED AUGUST 02, 1951, WHICH DEED IS NOW RECORDED IN OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY, CALIFORNIA, IN LIBER 2259 OF DEEDS, PAGE 577 RECORDS OF SAID COUNTY AND STATE.

APN: 264-30-019  
ARB: 264-30-019

PARCEL ELEVEN:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF VIOLA AVENUE WITH THE NORTHEASTERLY LINE OF ALMADEN AVENUE, FORMERLY ORCHARD STREET, AS THE SAME ARE SHOWN ON THE MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1 HEREINAFTER REFERRED TO; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF VIOLA AVENUE 87.56 FEET, MORE OR LESS, TO THE EASTERLY LINE OF LOT 31 OF SAID SHOTTENHAMER'S SUBDIVISION NO. 1; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 31, 52.6 FEET, MORE OR LESS, TO THE NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY WILLIAM MORGAN JONES, ET AL; TO ANNA HOSTERT, BY DEED DATED APRIL 04, 1904 AND RECORDED APRIL 04, 1904 IN BOOK 318 OF OFFICIAL RECORDS, PAGE 395, SANTA CLARA COUNTY RECORDS; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO ANNA HOSTERT, 103 FEET, MORE OR LESS, TO SAID NORTHEASTERLY LINE OF ALMADEN AVENUE; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF ALMADEN AVENUE, 34 FEET AND 3 INCHES TO THE POINT OF BEGINNING, AND BEING PORTIONS OF LOTS 31 AND 32 AS SHOWN ON THE MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 08, 1904 IN BOOK F-3 OF MAPS, PAGE 51.

APN: 264-30-020  
ARB: 264-30-020

PARCEL TWELVE:

LOT 30, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1," WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904, IN BOOK F-3 OF MAPS, PAGE 51.

APN: 264-30-021  
ARB: 264-30-021

PARCEL THIRTEEN:

LOT 29, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1," WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904, IN BOOK F-3 OF MAPS, PAGE 51.

APN: 264-30-022  
ARB: 264-30-022

PARCEL FOURTEEN:

LOT 28, AS SHOWN ON THAT CERTAIN MAP ENTITLED "SHOTTENHAMER'S SUBDIVISION NO.

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1, SAN JOSE, SANTA CLARA COUNTY, CALIFORNIA," WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 08, 1904, IN BOOK F-3 OF MAPS, PAGE 51.

APN: 264-30-023  
ARB: 264-30-023

PARCEL FIFTEEN:

ALL OF LOT 27, AS SHOWN ON THAT CERTAIN MAP ENTITLED TRACT NO. SHOTTENHAMER'S SUBDIVISION NO. 1, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904, IN BOOK F3 OF MAPS, PAGE 51.

APN: 264-30-024  
ARB: 264-30-024

PARCEL SIXTEEN:

LOT 26, AS SHOWN ON THAT CERTAIN MAP ENTITLED SHOTTENHAMER'S SUBDIVISION NO. 1, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 08, 1904, IN BOOK F-3 OF MAPS, PAGE 51.

APN: 264-30-025  
ARB: 264-30-025

PARCEL SEVENTEEN:

LOT 25, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904, IN BOOK F3 OF MAPS, PAGE 51.

APN: 264-30-026  
ARB: 264-30-026

PARCEL EIGHTEEN:

LOT NUMBER TWENTY FOUR (24) OF SHOTTENHAMER'S SUBDIVISION NO. 1, SAN JOSE, SANTA CLARA COUNTY, CALIFORNIA SURVEYED JANUARY, 1904 BY H.B. FISHER SURVEYOR AND C.E. AND RECORDED IN BOOK F-3 OF MAPS, PAGE 51, FEBRUARY 08, 1904, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA.

APN: 264-30-027  
ARB: 264-30-027

PARCEL NINETEEN:

LOT 23, AS SHOWN ON THAT CERTAIN MAP ENTITLED SHOTTENHAMER'S SUBDIVISION NO. 1, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904, IN BOOK "F3" OF MAPS, PAGE 51.

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APN: 264-30-028  
ARB: 264-30-028

PARCEL TWENTY:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF MARKET STREET, DISTANT THEREON 50 FEET NORTHWESTERLY FROM THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF MARKET STREET WITH THE SOUTHEASTERLY LINE OF BALBACH STREET; RUNNING THENCE SOUTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID BALBACH STREET, 137.50 FEET; THENCE NORTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID MARKET STREET, 149 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF THE LANDS NOW OR FORMERLY OF DANIEL MURPHY; THENCE NORTHEASTERLY AND ALONG THE SAID SOUTHEASTERLY LINE OF SAID LAND, NOW OR FORMERLY OF SAID DANIEL MURPHY, 137.50 FEET TO THE SOUTHWESTERLY LINE OF MARKET STREET; THENCE SOUTHEASTERLY AND ALONG THE SAID SOUTHWESTERLY LINE OF MARKET STREET 149 FEET TO THE POINT OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-001

PARCEL TWENTY-ONE:

ALL OF LOTS 17 AND 18 AND A PORTION OF LOT 19, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904 IN BOOK F-3 OF MAPS, PAGE 51 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF THE SOUTHEASTERLY LINE OF VIOLA AVENUE WITH THE SOUTHWESTERLY LINE OF MARKET STREET, AS SAID AVENUE AND STREET ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE RUNNING SOUTHWESTERLY AND ALONG THE SOUTHEASTERLY LINE OF VIOLA AVENUE, 126.07 FEET; THENCE AT RIGHT ANGLES SOUTHEASTERLY 80.23 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF LOT 19; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF LOTS 19 AND 18, AS SHOWN UPON THE MAP ABOVE REFERRED TO, 128.17, FEET MORE OR LESS, TO THE SOUTHWESTERLY LINE OF MARKET STREET; THENCE NORTHEASTERLY ALONG SAID LINE OF MARKET STREET, 76.58 FEET TO THE POINT OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-033

PARCEL TWENTY-TWO:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF BALBACH STREET, DISTANT THEREON SOUTHWESTERLY 137.50 FEET FROM THE POINT OF INTERSECTION OF SAID LINE OF BALBACH STREET, WITH THE SOUTHWESTERLY LINE OF MARKET STREET; THENCE RUNNING SOUTHWESTERLY AND ALONG THE NORTHWESTERLY LINE OF BALBACH STREET, 40.00 FEET; THENCE RUNNING NORTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MARKET STREET, 149.00 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF THAT CERTAIN SUBDIVISION ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1", WHICH MAP WAS FILED FOR RECORD ON FEBRUARY 09, 1904 IN BOOK F-3 OF MAPS, PAGE 51; THENCE RUNNING NORTHEASTERLY AND ALONG THE SOUTHEASTERLY LINE OF SAID SHOTTENHAMER'S SUBDIVISION NO. 1, 40.00 FEET; THENCE RUNNING SOUTHEASTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MARKET STREET, 149.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

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APN: 264-30-X136  
ARB: 264-30-002

PARCEL TWENTY-THREE:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF BALBACH STREET, DISTANT THEREON SOUTHWESTERLY 217.50 FEET FROM THE INTERSECTION OF SAID LINE OF BALBACH STREET WITH THE SOUTHWESTERLY LINE OF MARKET STREET; THENCE RUNNING SOUTHWESTERLY AND ALONG THE NORTHWESTERLY LINE OF BALBACH STREET 40.00 FEET; THENCE RUNNING NORTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MARKET STREET, 149.00 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF THAT CERTAIN SUBDIVISION ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1" WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON FEBRUARY 09, 1904 IN BOOK F-3 OF MAPS, PAGE 51; THENCE RUNNING NORTHEASTERLY AND ALONG THE SOUTHEASTERLY LINE OF SAID SHOTTENHAMER'S SUBDIVISION NO. 1, 40.00 FEET; THENCE RUNNING SOUTHEASTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MARKET STREET 149 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-004

PARCEL TWENTY-FOUR:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF BALBACH STREET, DISTANT THEREON 177.50 FEET WESTERLY FROM THE WESTERLY SIDE OF MARKET STREET; THENCE WESTERLY ALONG THE SAID LINE OF BALBACH STREET, 40 FEET TO THE LAND OF TONEY; THENCE NORTHERLY AND PARALLEL WITH MARKET STREET 149 FEET, MORE OR LESS; THENCE EASTERLY AND PARALLEL WITH BALBACH STREET 40 FEET; THENCE SOUTHERLY AND PARALLEL WITH MARKET STREET 149 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-003

PARCEL TWENTY-FIVE:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF BALBACH STREET DISTANT THEREON 257.50 FEET SOUTHWESTERLY FROM THE INTERSECTION OF SAID LINE OF BALBACH STREET WITH THE SOUTHWESTERLY LINE OF MARKET STREET AND SAID POINT OF BEGINNING BEING THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND CONVEYED BY STEPHEN T. WOODSON TO JOHN M. TONEY, BY DEED DATED APRIL 03, 1879 AND RECORDED APRIL 05, 1879 IN BOOK 52 OF DEEDS, PAGE 42; THENCE NORTHWESTERLY AND PARALLEL WITH SAID LINE OF MARKET STREET 149 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF THE SUBDIVISION ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1" AND WHICH SAID MAP WAS FILED FOR RECORD FEBRUARY 09, 1904 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN VOLUME F-3 OF MAPS, PAGE 51; THENCE SOUTHWESTERLY AND ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION 40.0 FEET TO THE MOST NORTHERLY CORNER OF THE PARCEL OF LAND CONVEYED BY JOHN STOCK AND LOUIS SCHALLER TO JOHN LEWIS BY DEED DATED JUNE 06, 1873 AND RECORDED JUNE 09, 1873 IN BOOK 27 OF DEEDS, PAGE 619; THENCE SOUTHEASTERLY AND PARALLEL WITH SAID LINE OF MARKET STREET, 149.0 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF BALBACH STREET; THENCE NORTHEASTERLY ALONG SAID LINE OF BALBACH STREET 40.0 FEET TO THE POINT OF BEGINNING.

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EXHIBIT A



APN: 264-30-X136  
ARB: 264-30-005

PARCEL TWENTY-SIX:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF BALBACH STREET, IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DISTANT THEREON 377.50 FEET WESTERLY FROM THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF BALBACH STREET WITH THE WESTERLY LINE OF MARKET STREET; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF BALBACH STREET, 40 FEET; THENCE NORTHERLY AND PARALLEL WITH THE WESTERLY LINE OF MARKET STREET, 149 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF SHOTTENHAMER'S SUBDIVISION NO. 1, AS SHOWN UPON THE MAP OF SAME IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY IN BOOK F-3 OF MAPS, PAGE 51; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID SHOTTENHAMER SUBDIVISION NO. 1, 40 FEET TO THE NORTHEASTERLY CORNER OF THE LANDS DESCRIBED IN THE DEED FROM LOUIS SCHELLER, ET AL, TO THOMAS CLARK DATED FEBRUARY 08, 1869 AND RECORDED FEBRUARY 11, 1869 IN BOOK 12 OF DEEDS, PAGE 567, SANTA CLARA COUNTY RECORDS; THENCE RUNNING SOUTHERLY AND ALONG THE WESTERLY LINE OF SAID LAND AND PARALLEL WITH THE WESTERLY LINE OF MARKET STREET 149 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-X006

PARCEL TWENTY-SEVEN:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF BALBACH STREET, DISTANT THEREON SOUTHWESTERLY 297.50 FEET FROM THE POINT OF INTERSECTION OF SAID LINE OF BALBACH STREET, WITH THE SOUTHWESTERLY LINE OF MARKET STREET; THENCE RUNNING SOUTHWESTERLY AND ALONG THE NORTHWESTERLY LINE OF BALBACH STREET, 40.00 FEET; THENCE RUNNING NORTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MARKET STREET, 149.00 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF THAT CERTAIN SUBDIVISION ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON FEBRUARY 09, 1904 IN BOOK F-3 OF MAPS, PAGE 51; THENCE RUNNING NORTHEASTERLY AND ALONG THE SOUTHEASTERLY LINE OF SAID SHOTTENHAMER'S SUBDIVISION NO. 1, 40.00 FEET; THENCE RUNNING SOUTHEASTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MARKET STREET, 149.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-X006

PARCEL TWENTY-EIGHT:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF BALBACH STREET, DISTANT THEREON 377.50 FEET SOUTHWESTERLY FROM THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF BALBACH STREET WITH THE SOUTHWESTERLY LINE OF MARKET STREET; THENCE RUNNING SOUTHWESTERLY AND ALONG THE NORTHWESTERLY LINE OF BALBACH STREET, 40 FEET; THENCE RUNNING NORTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SHOTTENHAMER'S SUBDIVISION NO. 1, AS SHOWN UPON THAT CERTAIN MAP THEREOF OF RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, IN BOOK F3 OF MAPS, PAGE 51; THENCE

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NORTHWESTERLY AND ALONG THE SOUTHEASTERLY LINE OF SAID SHOTTENHAMER'S SUBDIVISION NO. 1, 40 FEET; THENCE SOUTHEASTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MARKET STREET, 148.75 FEET TO THE POINT OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-007

PARCEL TWENTY-NINE:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF BALBACH STREET, DISTANT THEREON SOUTHWESTERLY 453.50 FEET FROM THE INTERSECTION OF SAID LINE OF BALBACH STREET WITH THE SOUTHWESTERLY LINE OF MARKET STREET; THENCE NORTHWESTERLY AND PARALLEL WITH SAID LINE OF MARKET STREET, 148.75 FEET, MORE OR LESS, TO A POINT IN THE SOUTHEASTERLY LINE OF THAT CERTAIN SUBDIVISION SHOWN ON MAP ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1" AND WHICH SAID MAP WAS FILED FEBRUARY 09, 1904 IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN VOL. "F3" OF MAPS, PAGE 51; THENCE SOUTHWESTERLY AND ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION 17.50 FEET TO THE EASTERLY LINE OF LOT 16, AS SAID LOT IS SHOWN ON MAP ENTITLED "PLAN OF LOTS IN THE CITY OF SAN JOSE, OWNED BY JOHN BALBACH", AND WHICH SAID MAP WAS FILED MAY 04, 1922 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN VOL. "R" OF MAPS, PAGE 12, AND WHICH SAID LOT WAS FORMERLY OWNED BY FREDERICK KUCHENBEISER; THENCE SOUTHEASTERLY AND ALONG THE EASTERLY LINE OF SAID LOT, 149.50 FEET TO A POINT ON THE NORTHWESTERLY LINE OF BALBACH STREET; THENCE NORTHEASTERLY ALONG SAID LINE OF BALBACH STREET 35.0 FEET TO THE POINT OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-X008

PARCEL THIRTY:

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF BALBACH STREET, DISTANT THEREON SOUTHWESTERLY 417.50 FEET FROM THE INTERSECTION OF SAID LINE OF BALBACH STREET WITH THE SOUTHWESTERLY LINE OF MARKET STREET; THENCE WESTERLY ALONG SAID LINE OF BALBACH STREET 36.0 FEET; THENCE NORTHERLY AND PARALLEL WITH SAID LINE OF MARKET STREET 148.75 FEET, MORE OR LESS, TO A POINT IN THE SOUTHEASTERLY LINE OF THAT CERTAIN SUBDIVISION SHOWN UPON MAP ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1", AND WHICH SAID MAP WAS FILED FEBRUARY 09, 1904 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN VOL. "F3" OF MAPS, PAGE 51; THENCE EASTERLY ALONG THE SAID LINE OF SUBDIVISION 36.0 FEET; THENCE SOUTHERLY AND PARALLEL WITH SAID LINE OF MARKET STREET 148.75 FEET TO PLACE OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-X008

PARCEL THIRTY-ONE:

PORTION OF LOT 16, AS SHOWN ON THAT CERTAIN MAP ENTITLED "PLAN OF LOTS IN THE CITY OF SAN JOSE, OWNED BY JOHN BALBACH", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON MAY 04, 1922 IN BOOK R OF MAPS, PAGE 12, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 2" X 3" STAKE STANDING AT THE POINT OF INTERSECTION OF THE

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NORTHERLY LINE OF BALBACH STREET, 50 FEET WIDE, WITH THE EASTERLY LINE OF LOT 16 OF THE BALBACH SURVEY, AS SHOWN UPON THE MAP ABOVE REFERRED TO, SAID POINT OF BEGINNING BEING DISTANT, SOUTH 46° 30' WEST 488.97 FEET FROM THE POINT OF INTERSECTION OF SAID NORTHERLY LINE OF BALBACH STREET WITH THE WESTERLY LINE OF MARKET STREET, AND RUNNING THENCE WESTERLY AND ALONG THE NORTHERLY LINE OF BALBACH STREET, SOUTH 46° 30' WEST 29.81 FEET TO A POINT IN THE CENTER LINE OF A DRIVEWAY BETWEEN TWO HOUSES, AND FROM WHICH POINT A 2" X 3" WITNESS STAKE SET FLUSH IN SAID CENTER LINE OF SAID DRIVEWAY BEARS NORTH 46° 30' WEST, 2.00 FEET; THENCE LEAVING SAID BALBACH STREET AND RUNNING AT RIGHT ANGLES NORTHERLY AND ALONG SAID CENTER LINE OF SAID DRIVEWAY AND IN PROLONGATION NORTHERLY, NORTH 43° 30' WEST, 149.35 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 16; THENCE EASTERLY AND ALONG SAID NORTHERLY LINE OF SAID LOT 16, NORTH 49° 15' EAST, 48.32 FEET TO A FENCE CORNER DEFINING THE NORTHERNMOST CORNER OF SAID LOT 16; THENCE SOUTHERLY AND ALONG THE FENCE AND ITS PROLONGATION SOUTHERLY DEFINING THE EASTERLY LINE OF LOT 16, SOUTH 36° 24' EAST, 148.17 FEET TO THE POINT OF BEGINNING.

APN: 264-30-X136  
ARB: 264-30-009

PARCEL THIRTY-TWO:

LOT 22, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904 IN BOOK F-3 OF MAPS, PAGE 51.

APN: 264-30-X136  
ARB: 264-30-029

PARCEL THIRTY-THREE:

LOT 21, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904 IN BOOK F-3 OF MAPS, PAGE 51.

APN: 264-30-X136  
ARB: 264-30-030

PARCEL THIRTY-FOUR:

LOT 20, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904 IN BOOK F-3 OF MAPS, PAGE 51.

APN: 264-30-X136  
ARB: 264-30-031

PARCEL THIRTY-FIVE

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF VIOLA AVENUE DISTANT THEREON, 126.07 FEET SOUTHWESTERLY FROM THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF VIOLA AVENUE WITH THE SOUTHWESTERLY LINE OF MARKET STREET; THENCE

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CONTINUING SOUTHWESTERLY ALONG VIOLA AVENUE, 43 FEET TO THE LINE DIVIDING LOTS 19 AND 20 OF SHOTTENHAMER'S SUBDIVISION NO. 1, HEREINAFTER REFERRED TO; THENCE SOUTHEASTERLY ALONG SAID DIVIDING LINE 81.65 FEET; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 19 OF SAID SUBDIVISION 43 FEET; THENCE NORTHWESTERLY 80.94 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, AND BEING THE SOUTHWESTERLY 43 FEET OF LOT 19, AS LAID DOWN AND DESIGNATED UPON THAT CERTAIN MAP ENTITLED "MAP OF SHOTTENHAMER'S SUBDIVISION NO. 1, SAN JOSE, SANTA CLARA CO., CAL.", AND WHICH SAID MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON FEBRUARY 09, 1904 IN BOOK F-3 OF MAPS, PAGE 51.

APN: 264-30-X136

ARB: 264-30-032

APN: 264-30-010 THRU 028 AND 136

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

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3/29/2018

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

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

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

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

Partner --  Limited  General

Individual  Attorney In Fact

Trustee  Guardian or Conservator

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

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

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

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

Partner --  Limited  General

Individual  Attorney In Fact

Trustee  Guardian or Conservator

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

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



**EXHIBIT C-1**

**LIST OF ENVIRONMENTAL REPORTS**

1. Phase II Environmental Site Assessment, prepared by RUST Environment & Infrastructure, Project No. 202669, dated June 1998;
2. Phase II Environmental Site Assessment, prepared by Earthtech, Project No. 36692, dated October 6, 1999;
3. Tiered Environmental Risk Assessment, prepared by URS, Project No. 28649651, dated August 17, 2005; and
4. Limited Phase II Environmental Investigation Report, prepared by URS, Project No. 28649758, dated September 28, 2007.

## EXHIBIT C-2

**From:** Barr, David@Waterboards [mailto:David.Barr@waterboards.ca.gov]  
**Sent:** Wednesday, August 24, 2016 3:57 PM  
**To:** Keit, Richard <Richard.Keit@sanjoseca.gov>  
**Subject:** San Jose Convention Center South Hall

Hi Mr. Keit,

The purpose of this email is to discuss the San Jose Convention Center South Hall (South Hall) and is in follow-up to a telephone conversation regarding the South Hall. The South Hall is listed as a site cleanup program site with the Regional Water Board. This property occupies half a city block and is bounded by Balbach, Viola, and South Market Streets. Prior to the City's purchasing the land and construction of the tent structure that occupies the site, the site consisted of a number of parcels and had been a commercial and light industrial use area for many years. When the City of San Jose (through the Redevelopment Agency) acquired the land, soil and groundwater investigations were undertaken and areas of soil and groundwater contamination were discovered.

A phase 2 report (2007) detailed the soil and groundwater investigation work performed at the site and identified areas where there was significant soil or groundwater contamination.

A Risk Assessment (2005) was performed for the site. The conclusions and recommendations of the risk assessment were:

1. Adopt a deed restriction detailing the contamination issues and prohibiting sensitive uses such as residential.
2. Prepare a Site Management Plan that describes the contamination issues at the site and contains procedures to be followed for any work performed at the site that could result in exposure to subsurface contamination.
3. Conduct further investigation to delineate the extent of groundwater impacted by total petroleum hydrocarbons (TPH). A plume of groundwater contaminated with TPH as gasoline (TPH-g) and TPH as diesel (TPH-d) is present under the northeast side of the property.

A limited Phase 2 (2007) investigation was performed to carry out the recommendation for additional investigation in the Tiered Environmental Risk Assessment. The goal of the limited Phase 2 investigation was to:

- Assess the flow direction of shallow groundwater
- Assess the lateral extent of TPH-g, TPH-d, volatile organic compounds, and metals in shallow groundwater

Based on the work performed, groundwater flows toward the south. This is generally opposite to the direction of groundwater flow at other sites in the area which is northward toward San Francisco Bay. The Guadalupe River is to the west-southwest.



This may affect the groundwater flow direction in the area. The TPH-g contaminated groundwater is along the north side of the site adjacent to South Market and Viola Streets. Gasoline concentrations in groundwater in three borings in this area range from 12,000 - 53,000 µg/L of total petroleum hydrocarbons as gasoline. Diesel concentrations in two of these borings range from 3,750 – 26,900 µg/l. No source for the contamination was found. The report states that based on the direction of groundwater flow determined by installing temporary casings in three of the site borings, the TPH contamination is likely from an offsite source. However, the San Jose Redevelopment Agency Block 3 site had an underground fuel storage tank that was located under the sidewalk and which had leaked resulting in a groundwater contaminant plume extending onto the Block 3 site. It is possible that the contamination at the South Hall site is from a similar source under the sidewalk on South Market or Viola. The concentrations of TPH are at levels that suggest a nearby source.

Levels of non-petroleum volatile organic compounds and metals detected in groundwater were low. Elevated lead levels are present in soil on part of the site.

In order to move the site towards closure, the following are steps that need to be taken:

- Determine whether the petroleum contamination on the northern portion of the site is from an on-site or off-site source, and if from an on-site source, perform remediation of the on-site source per the State Water Board's Low Threat Closure Guidance for leaking underground fuel storage tank sites.
- Develop a Site Management Plan that identifies the contamination issues at the site and contains procedures to be followed to avoid exposure to contaminants.
- Adopt a deed restriction for the site.

The site is currently enrolled in the Regional Water Board's cost recovery program. Regional Water Board staff will need to charge time for any cleanup oversight work performed.

David Barr, P.E.  
San Francisco Bay Regional Water Quality Control Board  
1515 Clay Street, Suite 1400  
Oakland, CA 94612  
(510) 622-2313  
Email: [dbarr@waterboards.ca.gov](mailto:dbarr@waterboards.ca.gov)