

**AGREEMENT FOR SALE OF SURPLUS
CITY-OWNED REAL PROPERTY TO ADOBE INC.**

THIS AGREEMENT is made and entered into by and between the **CITY OF SAN JOSE**, a California municipal corporation (hereinafter "CITY") and ADOBE INC., a Delaware corporation (hereinafter "BUYER") and shall be made effective on the date it has been fully executed by all of the parties (hereinafter "Effective Date). BUYER and CITY are sometimes individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, on June 4, 2010 the Redevelopment Agency of the City of San Jose ("Agency") and Adobe Systems Incorporated, a Delaware corporation which has since been renamed "Adobe Inc." entered into an Amended and Restated Easement Agreement recorded in the Official Recorder of Santa Clara County ("Official Recorder") on June 6, 2010 as Document 20730833, whereby the Agency provided an easement over and across that certain real property located in the City of San José, County of Santa Clara, State of California, more particularly described in **EXHIBIT "A"** and depicted in **EXHIBIT "B"** (hereinafter "PROPERTY") attached hereto and incorporated herein;

WHEREAS, on August 19, 2016 the Agency quitclaimed to the City certain Agency properties including the Property described as **EXHIBIT E** to the Quitclaim Deed;

WHEREAS, on June 2019, the San José City Council made a finding and a determination that, the PROPERTY will: (i) not needed for, nor adaptable to, municipal purposes, or (ii) that the public interest will be served by the sale of the Property, and is therefore surplus to the needs of the CITY;

WHEREAS, Section 4.20.070 of the San José Municipal Code authorizes the sale of surplus CITY-owned real property to the owner or owners of property adjacent to such surplus property at private sale at the fair market value thereof without notice, subject to such terms and conditions as the City Council of CITY may, in its discretion, provide, and the City Council desires to sell the PROPERTY to BUYER pursuant to such Section 4.20.070;

NOW, THEREFORE, in consideration of their mutual promises, terms, covenants and conditions hereinafter set forth, as well as the sums to be paid by BUYER to CITY, and for good and valuable consideration, the receipt and sufficiency of all which are hereby acknowledged, the BUYER and CITY agree as follows:

1. Property to be Conveyed.

Subject to the provisions of this Agreement, CITY shall transfer and convey to BUYER by quitclaim deed in substantially the same form as **EXHIBIT “C”** (“Quitclaim Deed”), and BUYER shall purchase and take from CITY, all of CITY’s right, title and interest in and to the PROPERTY.

2. Purchase Price.

BUYER shall pay to CITY, in consideration of CITY’s conveyance to BUYER of said PROPERTY the sum of **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**. Said sum shall hereinafter be referred to as the “Purchase Price”.

3. Opening Escrow; Tender and Acceptance of Payment.

Within ten (10) business days of the Effective Date this Agreement, an escrow shall be opened, by BUYER, with First American Title Company, 1737 North First Street #500, San Jose, CA 95112 Attention: Linda Tugade (the “Escrow Holder”). BUYER

shall deposit **TEN THOUSAND DOLLARS (\$10,000)** (“Deposit”) in cash or other immediately available funds with the Escrow Holder upon the opening of escrow. The remaining balance of **NINETY THOUSAND DOLLARS (\$90,000.00)** of the Purchase Price in cash or other immediately available funds shall be deposited with the Escrow Holder no later than three (3) business days prior to the “Closing Date”, as defined below. Except as set forth herein to the contrary, upon CITY’s execution of this Agreement and the opening of escrow, the Deposit (together with any interest accrued thereon, shall become non-refundable, to be retained by CITY as liquidated damages in the event BUYER’s breach of its obligation to purchase the PROPERTY pursuant to this agreement, but to be credited toward the Purchase Price. By its execution of this AGREEMENT, CITY accepts the Purchase Price as full compensation for the PROPERTY.

The parties shall not be bound by this AGREEMENT until City Council has approved this AGREEMENT. Prior to such approval, BUYER’s delivery of this AGREEMENT to CITY shall constitute an offer to purchase on the terms and conditions set forth herein, revocable at the sole discretion of BUYER upon written notice to CITY.

4. Additional Fees and Charges.

BUYER shall be responsible for the full payment of all title insurance, escrow, recording fees, documentary transfer taxes, broker commissions and other fees and charges associated with this transaction. BUYER shall indemnify, defend, and hold CITY harmless from and against, and CITY shall have no liability or responsibility for any such fees, costs, taxes, or expenses.

5. Due Diligence Period.

BUYER will have thirty (30) calendar days from the Effective Date of this AGREEMENT to investigate the PROPERTY, including without limitation conducting

any and all investigations necessary to inform BUYER about the condition of the PROPERTY and its sufficiency for BUYER's intended use. Should BUYER need access to the PROPERTY to conduct such inspections, BUYER must notify CITY in writing indicating the date and time of such inspections and who will be representing BUYER.

6. Delivery and Recording of Deed and Real Property Taxes.

The Escrow Holder will close the escrow and record the Quitclaim Deed on such date (the "Closing Date") as is directed by CITY in its escrow instructions, which Closing Date shall be within sixty (60) calendar days from the Effective Date of this AGREEMENT, unless the CITY and BUYER agree in writing that the Closing Date be on a later date, which later date shall in no event be later than eighteen (18) months from the Effective Date.

No later than fifteen (15) calendar days prior to the Closing Date, CITY shall deliver, to the office of the Escrow Holder, the Quitclaim Deed as defined in Section 1, above, executed and fully notarized by CITY. CITY and BUYER shall deliver any such additional documents and instruments as Escrow Holder may reasonably require in order to close escrow. The CITY and BUYER shall provide Escrow Holder with their separate instructions for closing escrow consistent with the terms of this AGREEMENT.

Real property taxes and assessments, if any, shall be payable by BUYER for the period from and after the date of recordation of the Quitclaim Deed executed by CITY. CITY and BUYER shall deliver any such additional documents and instruments as Escrow Holder may reasonably require in order to close escrow. The CITY and BUYER shall provide Escrow Holder with their separate instructions for closing escrow consistent with the terms of this AGREEMENT.

7. BUYER's Sole Remedies for Failure to Convey.

In the event, the close of escrow and the consummation of the transaction contemplated by this Agreement do not occur by reason of default of the CITY, including without limitation if the CITY's Quitclaim Deed shall, for any reason, be insufficient to convey fee title to the PROPERTY on or before the Closing Date (as shall be evidenced by Escrow Holder's willingness to issue an ALTA Standard Coverage Owner's policy of title insurance insuring such title in the name of BUYER in the amount of the Purchase Price), BUYER as its sole remedies will be entitled to (i) terminate this Agreement and receive a return of the Deposit (minus any applicable fees or charges of the Escrow Holder (if any) or (ii) proceed to close of escrow, in which case the BUYER will have waived any CITY default. If the BUYER elects to proceed to close and the CITY does not take the actions required under this Agreement in order for closing to occur, the BUYER reserves the right to seek specific performance. BUYER shall have no other right of action against CITY and shall not be entitled to recover any damages from CITY. BUYER's agreement to proceed to closing of escrow shall constitute BUYER's waiver of its right to terminate this AGREEMENT pursuant to this Section 7 or other right of action against CITY in regard to failure to convey fee title or other condition of title. AS A MATERIAL INDUCEMENT TO, AND AS MATERIAL CONSIDERATION FOR CITY'S ENTERING INTO THIS AGREEMENT WITH BUYER, BUYER WAIVES ANY RIGHT TO (A) SEEK OR OBTAIN RESCISSION OF THE SALE; AND (B) TO RECOVER ANY PUNITIVE OR CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES OR MONETARY COMPENSATION.

8. Condition of Title.

CITY's right, title and interest in and to the PROPERTY shall be delivered by CITY hereunder subject to all exceptions, encumbrances, liens and restrictions of record and not of record, as of the Closing Date. For the avoidance of doubt, it is agreed that BUYER shall rely solely upon Escrow Holder's ALTA Standard Coverage

Owner's policy of title insurance, if any, for protection with respect to matters affecting title to the PROPERTY, and that CITY shall have no obligations with respect to matters affecting title to the PROPERTY (including, without limitation, providing owner affidavits or other assurances to Escrow Holder).

9. AS-IS Property Condition/BUYER's Due Diligence.

- a) BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSE OF ESCROW, CITY SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS," EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. BUYER ACCEPTS AND AGREES TO BEAR ALL RISKS REGARDING ALL ATTRIBUTES AND CONDITIONS, LATENT OR OTHERWISE, OF THE PROPERTY, EXCEPT AS PROVIDED IN THIS AGREEMENT. FURTHER, AND WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT BUYER WILL HAVE REVIEWED ALL APPLICABLE LAWS, ORDINANCES, RULES, AND GOVERNMENTAL REGULATIONS (INCLUDING, BUT NOT LIMITED TO, THOSE RELATED TO BUILDING, ZONING AND LAND USE) PERTAINING TO THE PROPERTY AND BUYER WILL HAVE HAD AN OPPORTUNITY TO INSPECT THE PROPERTY. BY INITIALING BELOW, BUYER ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THIS SECTION AND THAT IT HAS HAD THE OPPORTUNITY TO OBTAIN COUNSEL AND ASK QUESTIONS AS TO ITS MEANING AND SIGNIFICANCE.

BUYER'S Initials: _____

- b) BUYER acknowledges, confirms, and agrees: (i) BUYER has relied on BUYER's own investigation of the condition of the PROPERTY, which it

has had the opportunity to conduct to its satisfaction prior to the Effective Date, (ii) CITY holds an existing easement on the Property for a sanitary sewers, line of pipe, conduits, cable, wires, and other convenient structures, equipment and fixtures dated October 4, 1971 and recorded in the Official Records on October 13, 1971 Book 9543 Pages 680-689, and (iii) it shall take the PROPERTY in the condition that it is in at the Close of Escrow Date.

- c) To the extent that CITY has provided to BUYER information or reports regarding the PROPERTY, CITY makes no representation or warranty, express or implied, as to the truth, accuracy or completeness of any materials, data, financial information, or other information in CITY's files or delivered or disclosed by CITY (or CITY's representatives or agents) to BUYER. BUYER acknowledges and agrees all such items are provided to BUYER as a convenience only and, except for the representations and warranties set forth in this Agreement, that any reliance on or use of such materials, data or information by BUYER shall be at the sole risk of BUYER. Neither CITY, nor the person or entity which prepared any report or reports delivered by CITY to BUYER shall have any liability to BUYER for any inaccuracy or omission from any such report. BUYER acknowledges and agrees that the obligations of CITY in connection with the purchase of the PROPERTY shall be governed by this Agreement irrespective of the contents of any such disclosures or the timing or delivery thereof.
- d) Except as expressly set forth in this Agreement, it is understood and agreed that CITY and CITY's agents, employees or attorneys have not at any time made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, with respect to the PROPERTY or the legal or physical

condition thereof, including, but not limited to, warranties, representations or guaranties as to (1) matters of title (other than any CITY's warranty of title contained in the Quitclaim Deed), (2) zoning or building entitlements to which the PROPERTY or any portion thereof may be subject, now or in the future, (3) usages of adjoining property, (4) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical condition of the PROPERTY or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the PROPERTY or any part thereof, (5) environmental matters relating to the PROPERTY or any portion thereof, including, without limitation, the presence of Hazardous Substances (as defined below) in, on, under or in the vicinity of the PROPERTY, (6) the condition or use of the PROPERTY or compliance of the PROPERTY with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (7) the size of, or square feet contained in, the PROPERTY or its dimensions, or (8) any other matter or thing with respect to the PROPERTY.

10. Indemnification and Hold Harmless.

BUYER agrees to protect, defend, indemnify and hold harmless, CITY, its officers, employees, or agents, from and against all claims, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (collectively, "Claims") of any kind whatsoever paid, incurred, suffered or asserted on or after the close of escrow directly or indirectly arising from or attributable to the City's sale of the Property, the Property Condition or any use of the PROPERTY (including BUYER's use of the PROPERTY before the Effective Date), including without limitation any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response,

closure or other plan concerning any Hazardous Substance on, under or about the PROPERTY, regardless of whether undertaken due to governmental action. The foregoing holds harmless and indemnification provision and following release provision shall apply to the fullest extent permitted by law, including where such Claim is the result of the act or omission of CITY, its officers, agents or employees. Without limiting the generality of this indemnity and hold harmless provision in any way, this provision is intended to operate as an agreement pursuant to 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364 in order to indemnify, defend, protect and hold harmless CITY, its officers, agents or employees for any liability pursuant to such sections. CITY and BUYER agree that for purposes of this Agreement, the term "Hazardous Substance" shall have the definition set forth in **EXHIBIT "D"**, which is attached to this AGREEMENT and incorporated by reference. BUYER, for itself, its legal representatives and assigns, releases CITY, its officers, agents or employees from any and all Claims that it had, now has, or claims to have, or that any person claiming through them may have, or claim to have, arising out of any use of the PROPERTY, or Property Condition (including, without limitation, uses of or conditions on the Property undertaken or caused by BUYER's prior to the Effective Date).

11. General Release.

BUYER, for itself and its agents, affiliates, successors and assigns, hereby agrees that BUYER releases and forever discharges CITY, its agents, affiliates, successors and assigns from any and all Claims, including, without limitation, rights, claims and demands at law or in equity, whether known or unknown at the time of this Agreement, which BUYER had, has or may have in the future, arising out of the physical, environmental, economic or legal condition of the PROPERTY, including, without limitation, any claim for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et. seq.) or any similar federal, state or local statute, rule or ordinance relating to liability of property owners for environmental matters. For the foregoing

purposes, BUYER hereby specifically waives the provisions of Section 1542 of the California Civil Code and any similar law of any other state, territory or jurisdiction. Section 1542 provides:

“A general release does not extend to a claim, which the creditor does not know or suspect to exist in his 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.”

Having been so apprised, to the fullest extent permitted by law, BUYER, elects to assume all risk for claims heretofore or hereafter, known or unknown, arising from the subject of this release, and BUYER knowingly and voluntarily expressly releases the CITY, its officers, agents or employees from all Claims, unknown or unsuspected, arising out of any use of the PROPERTY, or the Property Condition. The provisions of Sections 7, 8, 9 and 10 shall survive the close of escrow or earlier termination of this AGREEMENT.

12. Binding on Successors.

This AGREEMENT inures to the benefit of and is binding on the Parties hereto, their respective heirs, personal representatives, successors and assigns.

13. Merger; Entire Agreement.

This AGREEMENT supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between CITY and BUYER relating to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party, or by or to any employee, officer, agent or representative of either Party shall be of any effect unless it is in writing and executed by the Party to be bound thereby. The terms of this AGREEMENT shall not

be modified or amended except by an instrument in writing executed by each of the Parties.

14. Acknowledgement.

BUYER acknowledges that it has received the separate notice required by California Civil Code Section 1057.6 (regarding title insurance).

15. Notices.

Any notice which is required to be given hereunder, or which either Party may desire to give to the other, shall be in writing and may be personally delivered or given by mailing the same by registered or certified mail, postage prepaid, addressed as follows:

To the BUYER: Adobe Inc
345 Park Ave., San Jose, CA 95110

Attn: General Counsel

Attn: Kenton Walker – kewalker@adobe.com

With a copy to:
Adobe Inc.
345 Park Ave., San Jose, CA 95110
Attn: Director of Real Estate

Attn: Scott Ekman – ekman@adobe.com

or to such other place as BUYER may designate by written notice.

To the CITY: Office of Economic Development,
Real Estate Services
City of San José
200 E. Santa Clara Street, 12th Floor
San Jose, CA 95113

Attn. Administrative Officer

With a Copy to: Office of the City Attorney
City of San José
200 E. Santa Clara Street, 16th Floor
San José, CA 95113

Attn. Real Estate Attorney

or to such other place as CITY may designate by written notice.

16. Parties Costs.

Each party hereto shall bear the costs of its own attorneys and consultants in connection with the negotiation and preparation of this Agreement and the consummation of the transaction contemplated in this Agreement.

17. Miscellaneous.

- a. Whenever the singular number is used in this AGREEMENT and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.
- b. If there be more than one entity designated in or signatory to this AGREEMENT on behalf of BUYER, the obligations hereunder imposed upon BUYER shall be joint and several; and the term BUYER as used herein shall refer to each and every of said signatory parties, severally as well as jointly.
- c. Time is and shall be of the essence of each term and provision of this AGREEMENT.

- d. Each and every term, condition, covenant and provision of this AGREEMENT is and shall be deemed to be a material part of the consideration for CITY's entry into this AGREEMENT, and any breach hereof by BUYER shall be deemed to be a material breach. Each term and provision of this AGREEMENT performable by BUYER shall be construed to be both a covenant and a condition.
- e. This AGREEMENT shall be deemed to have been made in, and be construed in accordance with the laws of the State of California. Venue for any proceeding to enforce the provisions of this AGREEMENT shall be in the County of Santa Clara.
- f. The headings of the several paragraphs and sections of this AGREEMENT are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this AGREEMENT and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
- g. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either BUYER or CITY in its respective rights and obligations contained in the valid covenants, conditions and provisions of this AGREEMENT.
- h. All exhibits, and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall

be deemed a part of this AGREEMENT as if set forth fully herein. The exhibits to this AGREEMENT are as follows:

Exhibit A – Legal Description

Exhibit B – Plat Map of PROPERTY

Exhibit C – Form of Quitclaim Deed

Exhibit D – Hazardous Substances

- i. This AGREEMENT shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either Party.
- j. As used in this Agreement, the term “Business Day” means any day that is not a Saturday, Sunday or legal holiday for national banks and government offices in San José, California; as used herein, the term “Calendar Day” or simply “day” or “days” means any day of the year without regard to weekends or legal holidays.
- k. In computing the time period (whether measured in Business Days or Calendar Days) within which a right may be exercised or an act is to be performed after some preceding event or delivery (such as a notice), such period shall begin on the first day following the last day of such preceding event or delivery, except if the first day is not a Business Day, in which case the first day of such period shall be deemed to be the next Business Day. If the last day of such period is not a Business Day, the period shall be extended to the next Business Day. The last day of any period shall be deemed to end at 5:00 p.m. California time.
- l. BUYER may not assign its rights or interest in this Agreement to any party without the express written consent of CITY, which consent may be given

or withheld in CITY's sole and absolute discretion; provided however, this Agreement may be assigned, without the consent of the CITY, to any party that obtains fee title to all the parcels directly adjacent to the PROPERTY such that such assignee meets the requirements of Section 4.20.070 of the San José Municipal Code. Prior to any assignment of this Agreement, the form of assignment and assumption agreement shall be approved by the City Attorney's office,

- m. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.
- n. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party prior to the Closing Date, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing Date any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby.
- o. The provisions of this Agreement and of the documents to be executed and delivered to close escrow are and will be for the benefit of CITY and BUYER only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered to close escrow.

- p. The City Manager, or his designee, is authorized to execute, on behalf of the City of San José, deeds and all other documents as may be necessary to effectuate this AGREEMENT and the transfer of property rights herein.

**[Remainder of Page Left Intentionally Blank]
[Signatures on Following Page.]**

WITNESS THE EXECUTION HEREOF on the date of execution by CITY as written below:

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE,
a California municipal corporation

By: _____

Name: Lee Wilcox

Title: Chief of Staff, Office of City Manager

Date of Execution: _____

“BUYER”

ADOBE: _____
ADOBE INC.
a Delaware corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION

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

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF THE PROPERTY DESCRIBED IN BOOK 9543, OF OFFICIAL RECORDS, PAGE 689, INSTRUMENT NUMBER 4113567, LOCUST STREET VACATION RESOLUTION NO. 40531, AND SHOWN AS LOCUST STREET ON THAT CERTAIN PARCEL MAP, FILED IN BOOK 664 OF MAPS, PAGE 50, OFFICIAL RECORDS OF SANTA CLARA COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING ALL OF THE LANDS SHOWN AS “DESIGNATED REMAINDER 0.119+ ACRES” ON SAID PARCEL MAP, FILED IN BOOK 664 OF MAPS, PAGE 50, OFFICIAL RECORDS OF SANTA CLARA COUNTY.

APN: 259-44-087

EXHIBIT B
PLAT MAP OF PROPERTY

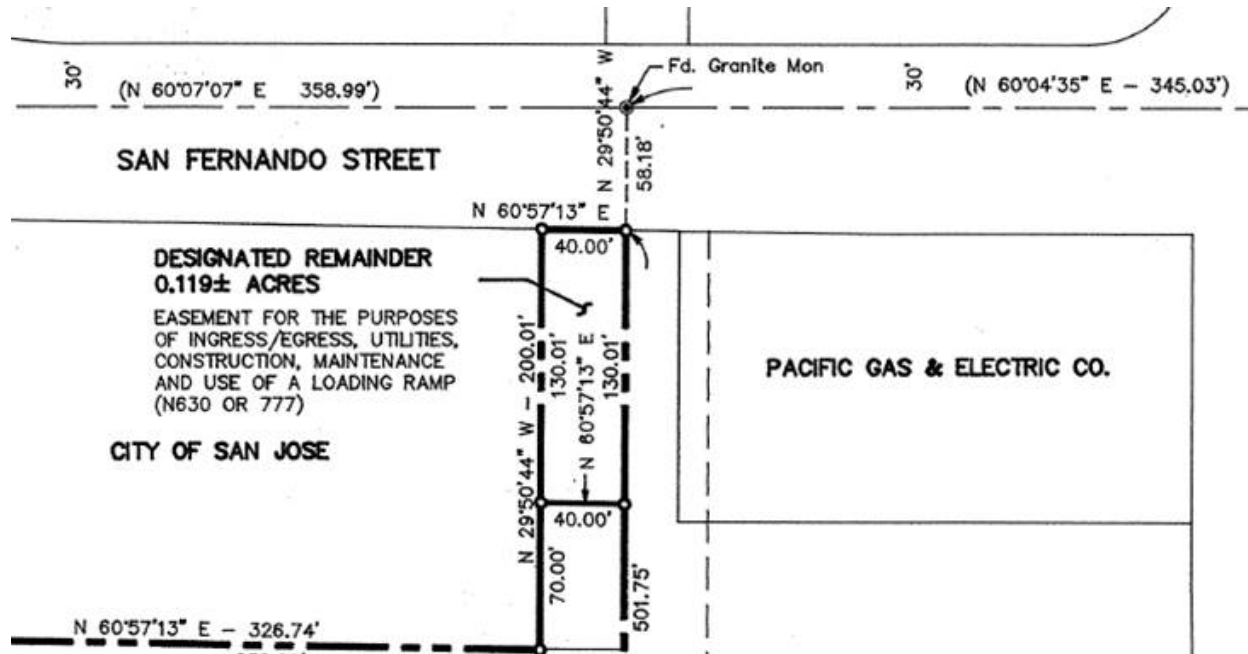


EXHIBIT C
QUITCLAIM DEED

RECORDING REQUESTED BY
City of San Jose

WHEN RECORDED MAIL TO:

With a copy to:
City of San Jose
OED Real Estate Services
200 E. Santa Clara Street, T-12
San Jose, CA 95113

MAIL TAX STATEMENTS TO:

(space above for recorder's use only)
Document transfer tax is _____
Computed on full value of property conveyed
City Transfer tax is _____

Signature of declarant

QUITCLAIM DEED

The **CITY OF SAN JOSE**, a municipal corporation of the State of California, hereby REMISES, RELEASES AND FOREVER QUITCLAIMS to _____ any and all right, title or interest in the real property located in the City of San Jose, County of Santa Clara, State of California, described and depicted in the attached Exhibits A and B ("Property"), incorporated by reference to this document, reserving and excepting therefrom the existing public easements on the Property for (1) sanitary sewers and appurtenant structures and (2) lines of pipe, conduits, cables, wires, and other convenient structures, equipment and fixtures for the operation of telegraphic and

telephone lines and for incidental purposes, all as reserved and accepted from the vacation of Locust Street as set forth in Resolution No. 40531 of the Council of the City of San José dated October 4, 1971 and recorded in the Official Records of Santa Clara County on October 13, 1971 in Book 9543 at Pages 689-693.

IN WITNESS WHEREOF, the CITY OF SAN JOSE has caused this instrument to be executed as of this _____ day of _____, 20_____.

APPROVED AS TO FORM:

CITY OF SAN JOSE,
a municipal corporation of the State of
California

By: _____

Name: Lee Wilcox

Title: Chief of Staff, Office of the City Manager

EXHIBIT A to Quit Claim

LEGAL DESCRIPTION

LEGAL DESCRIPTION

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

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APN: 259-44-087

EXHIBIT B to Quit Claim

PLAT MAP OF PROPERTY

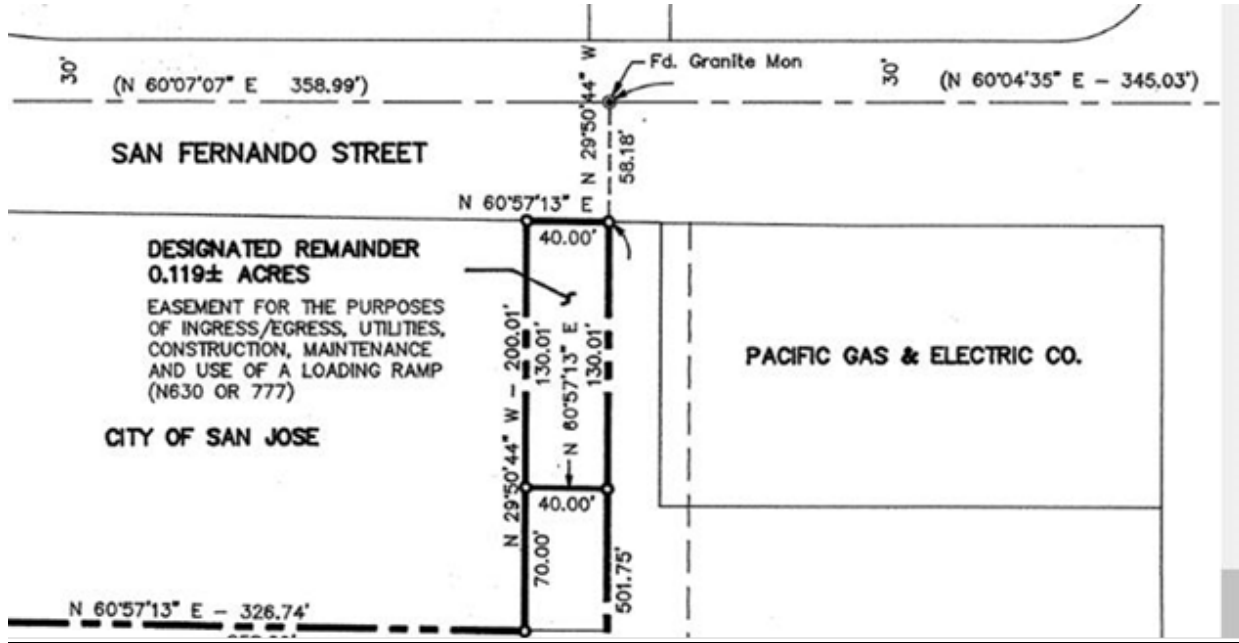


EXHIBIT D
Hazardous Substances

For the purpose of this Agreement, “**HAZARDOUS SUBSTANCES**” shall mean any and all: (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws; (b) materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and, (c) substances, products, by-products, wastes or other materials which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For the purposes of this Agreement, “**ENVIRONMENTAL LAWS**” shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Substances, including without limitation, all federal or state superlien or environmental clean-up.