



**First American Title Insurance Company**  
**National Commercial Services**  
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San Jose, CA 95112

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Property: 107 Balbach Street, San Jose, CA

**PRELIMINARY REPORT**

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 08, 2018 at 7:30 A.M.

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

ALTA Extended Owner's Policy 1402.06 (6-17-06)

A specific request should be made if another form or additional coverage is desired.

[Title to said estate or interest at the date hereof is vested in:](#)

The Successor Agency of the San Jose Redevelopment Agency

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

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2018-2019, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2017-2018 are exempt. If the exempt status is terminated an additional tax may be levied. A.P. No.: 264-30-010, 264-30-011, 264-30-012, 264-30-013, 264-30-014, 264-30-015, 264-30-016, 264-30-017, 264-30-018, 264-30-019, 264-30-020, 264-30-021, 264-30-022, 264-30-023, 264-30-024, 264-30-025, 264-30-026, 264-30-027, 264-30-028 and 264-30-136.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. General plan limitations, covenants, conditions, restrictions, reservations, exceptions, terms, liens or charges, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes contained in deeds of other lots in said tract, an example of which can be found in the deed from Robt. Shottenhamer and R. J. Shottenhamer, recorded March 05, 1904 in [Book 276 of Deeds, Page 556](#). Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

5. The fact that the land lies within the boundaries of the Monterey Corridor Redevelopment Project in the City of San Jose, as disclosed by the document recorded February 22, 1995 in [Book N767, Page 485](#) of Official Records.

Document(s) declaring modifications thereof recorded October 09, 1997 as Instrument No. [13893597](#) of Official Records.

6. TERMS AND CONDITIONS of that certain Permit  
File No.: RCP 02-015  
Disclosed By: Certificate of Permit  
Recorded: February 13, 2003 as Instrument No. [16818899](#), Official Records

Reference is hereby made to the record for particulars.

7. TERMS AND CONDITIONS of that certain Permit  
File No.: CP04-028  
Disclosed By: Certificate of Permit  
Recorded: August 27, 2004 as Instrument No. [17977127](#), Official Records

Reference is hereby made to the record for particulars.

8. A Deed of Trust to secure an original indebtedness of \$13,000,000.00 recorded July 06, 2006 as Instrument No. [19002176](#) of Official Records.  
Dated: January 30, 2006  
Trustor: The Redevelopment Agency of the City of San Jose  
Trustee: U.S. Department of Housing and Urban Development  
Beneficiary: U.S. Department of Housing and Urban Development

9. A Deed of Trust to secure an original indebtedness of \$18,000,000.00 recorded July 02, 2013 as Instrument No. [22288560](#) of Official Records.  
Dated: January 11, 2013  
Trustor: The City of San Jose  
Trustee: United States Department of Housing and Urban Development  
Beneficiary: United States Department of Housing and Urban Development

10. Prior to the close of escrow, Approval from the Company's Underwriting Department must be obtained for matters arising under or related to ABx1 26 by the State of California.

11. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.

12. Rights of parties in possession.

13. Prior to the issuance of any policy of title insurance, the Company will require:

The requirement that an ALTA/NSPS survey of recent date which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys be provided to the company prior to closing.

**INFORMATIONAL NOTES**

**ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.**

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a Governmental Facility known as 107 Balbach Street, San Jose, California.

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

4. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:

**A. WITH RESPECT TO A CORPORATION:**

- 1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
- 2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
- 3. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
- 4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

**B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:**

- 1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
- 2. A full copy of the partnership agreement and any amendments;
- 3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
- 4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
- 5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

**C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:**

1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
  2. A full copy of the partnership agreement and any amendment;
  3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
  4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
  5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- D. WITH RESPECT TO A GENERAL PARTNERSHIP:
1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-1), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;
  2. A full copy of the partnership agreement and any amendments;
  3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.
- E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:
1. A copy of its operating agreement and any amendments thereto;
  2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;
  3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;
  4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:
    - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
    - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
  5. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
  6. Requirements which the Company may impose following its review of the above material and other information which the Company may require.
- F. WITH RESPECT TO A TRUST:
1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
  2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  3. Other requirements which the Company may impose following its review of the material require herein and other information which the Company may require.
- G. WITH RESPECT TO INDIVIDUALS:

1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

## 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 TH 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

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](#).



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

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.

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](#).

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.

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.

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

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



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



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

**NOTICE I**

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

**NOTICE II**

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:

Franchise Tax Board  
Withhold at Source Unit  
P.O. Box 651  
Sacramento, CA 95812-0651  
(916) 845-4900

## Privacy Policy

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - (a) building; (d) improvements on the Land;
  - (b) zoning; (e) land division; and
  - (c) land use; (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
  - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - (c) that result in no loss to You; or
  - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - (b) in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

- 2. The right to take the land by condemning it, unless:
  - (a) a notice of exercising the right appears in the public records on the Policy Date

- (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
- (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
- (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

### 2006 ALTA LOAN POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement erected on the Land;
  - iii. the subdivision of land; or
  - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - a. a fraudulent conveyance or fraudulent transfer, or
  - b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement erected on the Land;
  - iii. the subdivision of land; or
  - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - a. a fraudulent conveyance or fraudulent transfer; or
  - b. a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement erected on the Land;
  - iii. the subdivision of land; or
  - iv. environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - a. a fraudulent conveyance or fraudulent transfer, or
  - b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.