

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Milpitas Housing Authority
455 East Calaveras Boulevard
Milpitas, CA 95035
Attn: Executive Director

No Fee for Recording pursuant to Government Code Section 27383

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Disposition and Development Agreement
For South Main Street Housing Development)

This Assignment and Assumption Agreement (the "Agreement") is entered into as of November 19, 2013 (the "Effective Date"), by and between the Successor Agency to the Redevelopment Agency of the City of Milpitas (the "Successor Agency"), a public entity, as successor agency to the dissolved Redevelopment Agency of the City of Milpitas (the "RDA") pursuant to Health and Safety Code Section 34173, and the City of Milpitas Housing Authority (the "Housing Authority"), a public body, corporate and politic, as housing successor to the RDA pursuant to Health and Safety Code Section 34176. The Successor Agency and the Housing Authority have entered into this Agreement with reference to the following facts and purpose.

RECITALS

A. Pursuant to authority granted under the Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*) (the "CRL"), the RDA had the responsibility to implement the redevelopment plan adopted in 1976 (as subsequently amended, the "Redevelopment Plan") by the City Council (the "City Council") of the City of Milpitas (the "City") for the Milpitas Redevelopment Project Area No. 1 (the "Project Area") as more particularly described in the Redevelopment Plan.

B. In furtherance of the Redevelopment Plan, the RDA and South Main Street Senior Lifestyles, LLC (the "Developer") entered into a Disposition and Development Agreement dated as of August 18, 2009, as amended by a First Amendment dated as of October 18, 2011 (as so amended, the "DDA"), concerning an approximately 5.94-acre parcel of land owned by the RDA and located at 1504-1620 South Main Street, Milpitas, CA (the "Property") within the Project Area. The legal description of the Property is set forth in both Exhibit A of the DDA and the attached Exhibit A of this Agreement, which is incorporated in this Agreement by this reference. The Property was purchased by the RDA with funds from the RDA's Low and Moderate Income Housing Fund (the "Housing Fund") pursuant to the CRL.

C. The DDA provides for:

1. the disposition to the Developer of the Property upon satisfaction or waiver of specified pre-disposition requirements;
2. the development on the Property by the Developer of a development (the "Project") containing approximately three hundred eighty-seven (387) residential units, including no fewer than sixty-three (63) units affordable to low income and very low income households (the "Affordable Units"); and
3. the provision by the RDA to the Developer of \$7.7 million of financial assistance from the Housing Fund to facilitate development of the Affordable Units (the "Housing Fund Assistance").

D. Pursuant to ABx1 26 enacted effective June 28, 2011, as clarified and amended by AB 1484 effective June 27, 2012 (collectively, the "Redevelopment Dissolution Law"):

1. The RDA, together with every redevelopment agency in California, was dissolved as of February 1, 2012; and
2. The Housing Authority, the City Council, and the RDA adopted joint resolution HA3/8151/RA426 on January 4, 2012, whereby (a) the City, acting in a separate legal capacity and as a separate legal entity, elected to be the Successor Agency to the dissolved RDA for purposes of paying the obligations, unwinding the affairs, and liquidating specified assets of the dissolved RDA; and (b) the City selected the Housing Authority and the Housing Authority elected to take on the responsibility of performing the housing functions of the dissolved RDA.

E. The Property constitutes a "housing asset" of the RDA that transferred to the Housing Authority as of February 1, 2012 pursuant to the provisions of Health and Safety Code Section 34176, as confirmed by:

1. a letter of August 31, 2012 from the California Department of Finance to the Housing Authority;
2. the Housing Fund Due Diligence Review report submitted by the County of Santa Clara Finance Agency dated October 2, 2012 as prepared in accordance with Health and Safety Code Section 34179.5; and
3. the Agreed Upon Procedures report submitted by the County of Santa Clara Finance Agency dated October 10, 2012 as prepared in accordance with Health and Safety Code Section 34182(a).

F. Within the meaning of Health and Safety Code Section 34176, the DDA constitutes:

1. a "housing obligation" and a "housing duty" of the dissolved RDA, in that it commits the RDA to convey the Property (which is a housing asset of the dissolved RDA, as described in Recital E) to the Developer and to provide the Housing Fund Assistance to the Developer;

2. a "housing asset" of the dissolved RDA, in that the DDA includes an express obligation of the Developer to develop and operate the Affordable Units for the benefit of the former RDA's affordable housing program; and

3. a "housing function" of the dissolved RDA, in that the DDA directs the RDA to perform various functions and actions with respect to the above described housing obligations, duties, and assets in order to facilitate development of the Project on the Property and provision of the Affordable Units using moneys from the Housing Fund.

G. As a contract embodying housing obligations, duties, assets, and functions of the dissolved RDA, the DDA itself also transferred to the Housing Authority as of February 1, 2012 pursuant to the provisions of Health and Safety Code Section 34176.

H. Health and Safety Code Section 34177(g) requires the Successor Agency to effectuate the transfer of housing functions and assets to the Housing Authority, as housing successor to the dissolved RDA pursuant to Health and Safety Code Section 34176. In compliance with that requirement, the Successor Agency, as general successor to the rights and obligations of the dissolved RDA, and the Housing Authority desire to enter into this Agreement to confirm and document the transfer and assignment of the rights and obligations of the former RDA in the DDA to the Housing Authority.

I. The actions set forth in this Agreement consist of effectuating the assignment of the dissolved RDA's rights and obligations under the previously executed DDA. The DDA was adopted in compliance with CEQA, as fully set forth in Recital F of the DDA. This Agreement makes no changes in the Project that is the subject of the DDA or the potential environmental effects of implementation of the Project pursuant to the DDA, but instead simply effectuates the assignment to the Housing Authority of the dissolved RDA's rights and obligations under the DDA. Since it can be seen with certainty that there is no possibility that the mere assignment of such rights and obligations will have a significant effect on the environment, this Agreement and the actions set forth in this Agreement are exempt from CEQA pursuant to State CEQA Guidelines, with particular reference to 14 California Code of Regulations Sections 15061(b)(3) and 15378(b)(5).

NOW THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Successor Agency and the Housing Authority mutually agree as follows:

Section 1. Assignment of DDA. To confirm, document and effectuate the transfer of the DDA to the Housing Authority pursuant to Health and Safety Code Section 34176, the Successor Agency, as successor agency to the dissolved RDA, hereby assigns and delegates to the Housing Authority all of the dissolved RDA's rights, obligations, title and interest under, in

and to the DDA, and any rights, obligations, title and interest that the Successor Agency may have under, in and to the DDA.

Section 2. Acceptance of DDA. To confirm, document and effectuate the transfer of the DDA to the Housing Authority pursuant to Health and Safety Code Section 34176, the Housing Authority accepts the above assignment, and assumes the RDA's rights, obligations, title and interest under, in and to the DDA, and any rights, obligations, title and interest that the Successor Agency may have under, in and to the DDA. In so doing, the Housing Authority expressly agrees for the benefit of the Developer to perform and observe all obligations and covenants of the RDA set forth in the DDA. The Housing Authority further acknowledges and agrees for the benefit of the Developer that it is aware of and has a copy of the DDA, is aware of the dissolved RDA's obligations under the DDA, and shall be bound by the covenants and conditions of the DDA.

Section 3. California Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

Section 4. Invalidity. Any provision of the Agreement which is determined by a court to be invalid or unenforceable shall be deemed severed herefrom, and the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision had not been a part hereof. If the transfer and assignment that is confirmed and effectuated by this Agreement is for any reason found to be invalid, the DDA shall remain in force and effect in accordance with its terms.

Section 5. Headings. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of this Agreement.

Section 6. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute one and the same instrument.

Section 7. Recordation. Promptly following the Effective Date, the Housing Authority shall cause this Agreement to be recorded in the official records of the County of Santa Clara against the Property.

[Signatures on following page]

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

SUCCESSOR AGENCY:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF
MILPITAS, a public entity

By: _____
Thomas C. Williams
Executive Director

HOUSING AUTHORITY:

CITY OF MILPITAS HOUSING AUTHORITY, a
public body, corporate and politic

By: _____
Thomas C. Williams
President

APPROVED AS TO FORM:

ATTEST:

[NOTE: SIGNATURES TO BE NOTARIZED]

EXHIBIT A

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

PARCEL ONE:

Parcels 1 and 2 as shown on that certain Parcel Map recorded January 11, 1995 in Book 662 of Maps, at Pages 5 and 6, together with a portion of Parcel A and a portion of Parcel B as described in Resolution No. 7208, a Lot Line Adjustment filed August 28, 2002 as Document No. 16444465, Records of Santa Clara County, California, and as described in the Lot Line Adjustment recorded March 22, 2013, Instrument No. 22142701 of Official Records, more particularly described as follows:

Beginning at the northwest corner of said Parcel 2; thence along the northerly line of said Parcel 2 and the easterly prolongation thereof, South 83° 39' 02" East, a distance of 427.71 feet; thence along a line drawn parallel to and 46.00 feet westerly, measured at right angles to the east line of said Parcel B, South 02° 30' 31" East, a distance of 194.14 feet to the south line of said Parcel B; thence along the south line of Parcel B, Parcel A and Parcel 1, North 83° 39' 02" West, a distance of 466.52 feet to the west line of said Parcel 1; thence along said west line along the arc of a non-tangent curve to the right having a radius of 1,952.00 feet, the center of which bears South 83° 10' 27" East, through a central angle of 02° 57' 55", an arc distance of 101.02 feet; thence North 09° 47' 28" East, a distance of 91.04 feet to the Point of Beginning.

EXCEPTING FROM that portion described as Parcel 2 (662 PM 5) above: all oil, gas, petroleum, other hydrocarbon substances and minerals lying 500 feet or more below the surface of the herein described land, without however, the right to enter upon the surface of said described land or within 500 feet of the subsurface thereof for the purposes of producing or development of such reserved substances, as reserved by Kaiser Aluminum and Chemical Corporation, a corporation in the Deed recorded March 31, 1972 in Book 9768 Page 368 Official Records.

EXCEPTING FROM that portion described as Parcel 1 (662 PM 5) above: all oil, gas, petroleum, other hydrocarbon substances and minerals lying 500 feet or more below the surface of the herein described land, without however, the right to enter upon the surface of said described land or within 500 feet of the subsurface thereof for the purpose of producing or development of such reserved substances.

EXCEPTING FROM that portion described as parcel A above: all oil, gas, other hydrocarbon substances, minerals, and naturally created hot water and steam in and under said real property and lying below a plane which is 500 feet below the surface of the ground, provided, however, that any exploration for or removal of any such oil, gas, other hydrocarbon substances, minerals, and naturally created hot water and steam shall be by means of slant drilling or tunneling from lands adjacent to said real property or other methods not requiring operations on the surface of said real property and shall be performed so as not to endanger said surface or any structure which shall be erected or construction thereon.

EXCEPTING FROM that portion described as parcel B above: all oil, gas, other hydrocarbon substances, minerals, and naturally created hot water and steam in and under said real property and lying below a plane which is 500 feet below the surface of the ground, provided, however, that any exploration for or removal of any such oil, gas, other hydrocarbon substances, minerals, and naturally created hot water and steam shall be by means of slant drilling or tunneling from lands adjacent to said real property or other methods not requiring operations on the surface of said real property and shall be performed so as not to endanger said surface or any structure which shall be erected or construction thereon.

APN: 086-22-046

(Underlying APN'S: 086-22-033; 086-22-034; Portion APN: 086-22-041
Portion APN: 086-22-042)

PARCEL TWO:

A strip of land 46.00 feet in width, being a portion of Parcel B as described in Resolution No. 7208, a Lot Line Adjustment filed August 28, 2002 as Document No. 16444465, Records of Santa Clara County, California, more particularly described as follows:

Beginning at a point on the east line of said Parcel B, distant thereon south 83° 39' 02" west, a distance of 474.27 feet from the northwest corner of Parcel 2 of Parcel Map Book 662, Page 5 & 6; thence along the east line of said Parcel B south 02° 30' 31" east, a distance of 194.14 feet to the southeast corner of said Parcel B; thence along the south line of said Parcel B, north 83° 39' 02" west, a distance of 46.56 feet; thence north 02° 30' 31" west, a distance of 194.14 feet to the easterly prolongation of said Parcel 2; thence south 83° 39' 02" east, a distance of 46.56 feet to the point of beginning.

EXCEPTING THEREFROM: all oil, gas, other hydrocarbon substances, minerals, and naturally created hot water and steam in and under said real property and lying below a plane which is 500 feet below the surface of the ground, provided, however, that any exploration for or removal of any such oil, gas, other hydrocarbon substances, minerals, and naturally created hot water and steam shall be by means of slant drilling or tunneling from lands adjacent to said real property or other methods not requiring operations on the surface of said real property and shall be performed so as not to endanger said surface or any structure which shall be erected or construction thereon.

APN: 086-22-047 (underlying APN: portion 086-22-042)

PARCEL THREE:

A strip of land 50.00 feet in width being a portion of Parcels A and B as described in Resolution No. 7208, a Lot Line Adjustment filed August 28, 2002, as Document No. 16444465, Records of Santa Clara County, California, more particularly described as follows:

Beginning at a point on the west line of said Parcel A, said point being coincident with the northwest corner of Parcel 2 as shown on the Parcel Map in Book 662 of Maps, pages 5 and 6; thence along the common line between Parcel A and Parcel 2 and the easterly prolongation thereof, south 83° 39' 02" east, a distance of 474.27 feet to the east line of said Parcel B; thence along the east of said Parcel B, north 02° 32' 31" west, a distance of 50.61 feet to the

northeast corner of said Parcel B; thence along the north line of Parcel B, north 83° 39' 02" west, a distance of 463.44 feet to the northwest corner of said Parcel B; thence along the west line of said Parcels A and B, south 09° 47' 28" west, a distance of 50.10 feet to the point of beginning.

EXCEPTING FROM that portion described as parcel A above: all oil, gas, other hydrocarbon substances, minerals, and naturally created hot water and steam in and under said real property and lying below a plane which is 500 feet below the surface of the ground, provided, however, that any exploration for or removal of any such oil, gas, other hydrocarbon substances, minerals, and naturally created hot water and steam shall be by means of slant drilling or tunneling from lands adjacent to said real property or other methods not requiring operations on the surface of said real property and shall be performed so as not to endanger said surface or any structure which shall be erected or construction thereon.

EXCEPTING FROM that portion described as parcel B above: all oil, gas, other hydrocarbon substances, minerals, and naturally created hot water and steam in and under said real property and lying below a plane which is 500 feet below the surface of the ground, provided, however, that any exploration for or removal of any such oil, gas, other hydrocarbon substances, minerals, and naturally created hot water and steam shall be by means of slant drilling or tunneling from lands adjacent to said real property or other methods not requiring operations on the surface of said real property and shall be performed so as not to endanger said surface or any structure which shall be erected or construction thereon.

APN: 086-22-048
(underlying APN's: portion 086-22-041 & 042)

PARCEL FOUR:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAN JOSE-MILPITAS ROAD AT THE NORTHWESTERLY CORNER OF THAT CERTAIN 0.54 ACRE TRACT OF LAND DESCRIBED IN THE DEED FROM J.H. GUERRERO, ETAL TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, RECORDED JULY 13, 1956 IN BOOK 3549, OF OFFICIAL RECORDS, AT PAGE 403, SANTA CLARA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING, SOUTH 84° 28' EAST ALONG THE NORTHERLY LINE OF SAID 0.54 ACRE TRACT 465.57 FEET TO THE NORTHEASTERLY CORNER THEREOF IN THE WESTERLY-LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY RIGHT-OF-WAY; THENCE NORTH 3° 22' WEST ALONG THE WESTERLY LINE OF SAID RIGHT-OF-WAY 114.76 FEET TO THE NORTHEASTERLY CORNER OF THAT CERTAIN 1.718 ACRE TRACT OF LAND DESCRIBED IN THE DEED FROM J.H. GUERRERO, ET AL TO J.H. GUERRERO, ET AL, RECORDED MAY 11, 1949, IN BOOK 1785 OF OFFICIAL RECORDS, AT PAGE 484, SANTA CLARA COUNTY RECORDS; THENCE NORTH 84° 28' WEST ALONG THE NORTHERLY LINE OF SAID 1.718 ACRE TRACT 437.00 FEET TO THE NORTHWESTERLY CORNER THEREOF IN THE SAID EASTERLY LINE OF SAN JOSE-MILPITAS ROAD; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF SAN JOSE-MILPITAS ROAD ALONG AN ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 2033.00 FEET FROM WHICH THE CENTER POINT BEARS NORTH 80° 35' 30" WEST FOR AN ARC DISTANCE OF 114.10 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF MILPITAS IN DEEDS RECORDED IN BOOK 5383, PAGE 29 AND IN BOOK 8420, PAGE 188, OFFICIAL RECORDS.

APN: PORTION 086-22-027

PARCEL FIVE:
PARCEL FIVE-A

A STRIP OF LAND 12 FEET WIDE WHICH IS THE WESTERLY 12 FEET OF THAT CERTAIN 1.178 ACRE PARCEL DESCRIBED IN DEED FROM J. H. GUERRARO ET AL TO THOMAS E. CARDOZA, ET UX, AND RECORDED JULY 15, 1959 IN BOOK 4481, PAGE 251 SANTA CLARA COUNTY OFFICIAL RECORDS WHICH 12 FOOT STRIP IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAN JOSE-MILPITAS ROAD AT THE NORTHWESTERLY CORNER OF THAT CERTAIN 0.54 ACRE TRACT OF LAND DESCRIBED IN THE DEED FROM J. H. GUERRERO ET AL TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, RECORDED JULY 13, 1956 IN BOOK 3549, PAGE 403 SANTA CLARA COUNTY OFFICIAL RECORDS; THENCE FROM SAID POINT OF BEGINNING SOUTH 84° 28' EAST ALONG THE NORTHERLY LINE OF SAID 0.54 ACRE TRACT 12.13 FEET TO AN IRON PIPE; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 2045 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 77° 25' 05" WEST, THROUGH A CENTRAL ANGLE OF 3° 11' 47" AN ARC DISTANCE OF 114.09 FEET TO AN IRON PIPE; THENCE NORTH 84° 28' WEST ALONG THE NORTHERLY LINE OF SAID 1.178 ACRE PARCEL OF LAND A DISTANCE OF 12.03 FEET TO A POINT IN THE EASTERLY LINE OF THE SAN JOSE-MILPITAS ROAD AND THE NORTHWESTERLY CORNER OF SAID 1.178 ACRE PARCEL; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF THE SAN JOSE-MILPITAS , ROAD ALONG AN ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 2033 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 80° 35' 30" WEST, THROUGH A CENTRAL ANGLE OF 3° 12' 56" AN ARC DISTANCE OF 114.10 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF LAND LYING WESTERLY OF THE EASTERLY LINE OF SOUTH MAIN STREET AS DESCRIBED IN THE DEED RECORDED SEPTEMBER 16, 1985 IN BOOK J458 OF OFFICIAL RECORDS AT PAGE 1705, SANTA CLARA COUNTY RECORDS.

PARCEL FIVE-B:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAN JOSE-MILPUAS ROAD AT THE NORTHWESTERLY CORNER OF THAT CERTAIN 0.54 ACRE TRACT OF LAND DESCRIBED IN THE DEED FROM J. H. GUERRERO ET AL, TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, RECORDED JULY 13, 1956 IN BOOK 3549 AT PAGE 403, SANTA CLARA COUNTY OFFICIAL RECORDS; THENCE SOUTH 84° 28' EAST ALONG THE NORTHERLY LINE OF SAID 0.54 ACRE TRACT, 12.13 FEET TO AN IRON PIPE IN THE SOUTHEASTERLY CORNER OF THAT CERTAIN 0.03 ACRE PARCEL OF LAND CONVEYED TO THE CITY OF MILPUAS BY DEED RECORDED NOVEMBER 30, 1961 IN BOOK OF OFFICIAL RECORDS NUMBERED 5383, AT PAGE 29 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE FROM SAID TRUE POINT OF BEGINNING ALONG THE EASTERLY LINE OF SAID 0.03 ACRE PARCEL OF LANE, NORTHERLY ALONG AN ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 2045 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 77° 25' 05" WEST, THROUGH A CENTRAL ANGLE OF 3° 11' 47", AN ARC DISTANCE OF 114.09 FEET TO THE NORTHEASTERLY CORNER OF SAID 0.03 ACRE PARCEL OF LAND IN THE NORTHERLY LINE OF THAT CERTAIN 1.178 ACRE PARCEL OF LAND CONVEYED TO THOMAS E. CARDOZA,

ET UX, RECORDED JULY 15, 1959 IN BOOK 4481, PAGE 251, OF OFFICIAL RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID 1.178 ACRE PARCEL OF LAND SOUTH 84° 28' EAST, .05 FEET; THENCE LEAVING SAID NORTHERLY LINE 8° 57' 21" WEST 113.75 FEET TO THE NORTHERLY LINE OF SAID 0.54 ACRE PARCEL CONVEYED TO PACIFIC GAS AND ELECTRIC ABOVE REFERRED TO; THENCE ALONG THE NORTHERLY LINE OF SAID 0.54 ACRE PARCEL OF LAND NORTH 84° 28' WEST 4.06 FEET TO THE TRUE POINT OF BEGINNING, AND BEING A PORTION OF THE MILPITAS RANCHO.

PARCEL FIVE-C:

BEGINNING AT THE NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY THE DEED RECORDED JULY 15, 1959 IN BOOK 4491 AT PAGE 251, OFFICIAL RECORDS OF SANTA CLARA COUNTY; THENCE ALONG THE NORTHWESTERLY EXTENSION LINE OF THE NORTHEASTERLY LINE OF SAID PARCEL NORTH 83° 39' 47" WEST, 1.86 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH MAIN STREET AS DESCRIBED IN THE DOCUMENT RECORDED SEPTEMBER 16, 1985 IN BOOK 3458, PAGE 1705 OF OFFICIAL RECORDS; THENCE ALONG SAID RIGHT OF WAY LINE OF SOUTH MAIN STREET SOUTH 9 46' 43" WEST, 72.81 FEET TO A POINT OF CUSP WITH A CURVE TO THE LEFT TO WHICH POINT A RADIAL LINE BEARS SOUTH 77° 43' 56" EAST; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND CONVEYED IN SAID DEED RECORDED IN BOOK 4491 AT PAGE 251 OF OFFICIAL RECORDS, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2° 03' 21" HAVING A RADIUS FO 2033.00 FEET AN ARC LENGTH OF 72.95 FEET TO THE POINT OF BEGINNING.

APN: PORTION 086-22-027

PARCEL SIX:
PARCEL SIX-A:

PORTION OF THE MILPITAS RANCH DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY LINE OF MAIN STREET, ALSO KNOWN AS THE STATE HIGHWAY LEADING FROM SAN JOSE TO MILPITAS, DISTANT THEREON SOUTH 8° 38' 30" WEST, 202.70 FEET FROM THE WESTERLY CORNER OF THE 1 ACRE TRACT OF LAND CONVEYED TO ANGELO TORRES, ET UX, BY DEED RECORDED MAY 24, 1929, BOOK 468, OFFICIAL RECORDS, PAGE 50; THENCE FROM SAID POINT OF BEGINNING SOUTH 8° 58' 30" WEST ALONG SAID LINE OF MAIN STREET, 201.31 FEET TO A CONCRETE MONUMENT; THENCE CONTINUING ALONG SAID LINE OF MAIN STREET ALONG A TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 2033 FEET, FOR AN ARC DISTANCE OF 16.10 FEET TO AN IRON PIPE; THENCE SOUTH 84° 28' EAST PARALLEL WITH THE SOUTHERLY LINE OF SAID 1 ACRE TRACT OF LAND, 437 FEET TO AN IRON PIPE ON THE WESTERLY LINE OF THE LANDS OR RIGHT OF WAY OF THE CENTRAL PACIFIC RAILROAD COMPANY; THENCE NORTH 3° 22' WEST ALONG SAID WESTERLY LINE 215.31 FEET TO A POINT FROM WHICH THE SOUTHEASTERLY CORNER OF SAID 1 ACRE TRACT OF LAND BEARS NORTH 3° 22' WEST 208.10 FEET; THENCE WESTERLY IN A DIRECT LINE, 393 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL SIX-B:

BEGINNING AT THE NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY THE DEED RECORDED APRIL 15, 1981 IN BOOK G023, AT PAGE 734, DOCUMENT NO. 7031783 OF OFFICIAL RECORDS OF SANTA CLARA COUNTY; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL SOUTH 9° 46'43" WEST, 201.31 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0° 27' 13" HAVING A RADIUS OF 2033 FEET AN ARC LENGTH OF 1610 FEET; THENCE ALONG THE NORTHWESTERLY EXTENSION LINE OF THE SOUTHWESTERLY LINE OF SAID PARCEL NORTH 83° 39' 47" WEST, 1.86 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH MAIN STREET AS DESCRIBED IN THE DOCUMENT RECORDED SEPTEMBER 16, 1985 IN BOOK 3458, PAGE 1705 OF OFFICIAL RECORDS; THENCE ALONG SAID RIGHT OF WAY LINE OF SOUTH MAIN STREET NORTH 9° 46' 43" EAST, 217.42 FEET TO THE NORTHWESTERLY EXTENSION LINE OF THE NORTHEASTERLY LINE OF SAID PARCEL OF LAND CONVEYED IN SAID DEED RECORDED IN BOOK G023 AT PAGE 734 OF OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY EXTENSION LINE SOUTH 83° 10' 39" EAST, 1.92 FEET TO THE POINT OF BEGINNING.

APN: 086-22-028