

RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:

Charities Housing Development Corporation
of Santa Clara County
1400 Parkmoor Ave., Suite 190
San Jose, CA 95126
Attn: Executive Director

FOR RECORDER'S USE ONLY

APNs: 481-18-064 & 481-18-065

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made as of _____, 2022, by and between the HS SAN JOSE, L.P., A California limited partnership (“**Grantor**”), and ALUM ROCK, L.P., a California limited partnership (“**Grantee**”), with reference to the following facts:

A. Grantor is the fee owner of certain real property located in the City of San Jose, California, commonly known as Santa Clara County Assessor Parcel Number 481-18-065, and more particularly described on Exhibit A attached hereto (the “**Grantor Property**”). The Grantor Property is improved with a 25-unit multifamily housing project and related improvements (the “**Grantor Project**”), including a parking area containing twenty-seven (27) parking spaces (the “**Grantor Parking Spaces**”).

B. Grantee is the fee owner of certain real property located in the City of San Jose, California, commonly known as Santa Clara County Assessor Parcel Number 481-18-064, and more particularly described on Exhibit B attached hereto (the “**Grantee Property**”). Grantee intends to develop a 60-unit multifamily housing project at the Grantee Property (the “**Grantee Project**”). The Grantee Project shall include an approximately 3,190 square foot commercial space (the “**Commercial Space**”) on the ground floor.

C. In connection with the construction of the Grantee Project, Grantee intends to construct certain improvements at portions of the Grantor Property for the purpose of creating vehicular and pedestrian access to and from the Grantee Property over the Grantor Property, which improvements (the “**Access Improvements**”) are depicted on Exhibit C attached hereto (the “**Access Improvements Plans**”). As part of such work (the “**Access Improvements Work**”), Grantee intends to (i) remove fifteen (15) Grantor Parking Spaces located near the northern boundary of the Grantor Property, as identified on Exhibit D (the “**Removed Parking Spaces**”) and construct the Access Improvements in their place, (ii) install fifteen (15) replacement parking spaces, as identified on Exhibit C (the “**Replacement Parking Spaces**”), which shall be reserved for the use of the Grantor Parties (as defined below). Two (2) Replacement Parking Spaces shall

be located at the Grantor Property and seven (7) Replacement Parking Spaces shall be located at the Grantee Property, as depicted on the Access Improvements Plans.

D. Subject to the terms of this Agreement, each party has agreed to grant to the other party certain easements over its property, as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties hereby agree as follows:

1. Grantee Easements.

(a) Subject to terms and conditions of this Agreement, Grantor hereby establishes and grants to Grantee, for the benefit of Grantee, its tenants, subtenants, invitees, agents, employees, contractors, utility and service providers, successors and assigns (collectively, the “**Grantee Parties**”), and the Grantee Property, the following non-exclusive rights, privileges and appurtenant easements (collectively, the “**Grantee Easements**”):

(i) A non-exclusive right, privilege and appurtenant easement for vehicular access (the “**Vehicular Access Easement**”) over that portion of the Grantor Property described and depicted in Exhibit D attached hereto (the “**Vehicular Access Easement Area**”). Without limiting the generality of the foregoing, the Vehicular Access Easement shall include the right of residents and visitors of the Grantee Project to access the Grantee Project over the Vehicular Access Easement Area and the right to load and unload individuals and goods exiting and entering the Grantee Project (including, without limitation, employees, customers and goods entering and exiting the Commercial Space); provided, however, that such right may be limited to not less than one (1) designated loading and unloading area mutually and reasonably approved by both Grantor and Grantee;

(ii) A non-exclusive right, privilege and appurtenant easement for pedestrian access (the “**Pedestrian Access Easement**”) over that portion of the Grantor Property described and depicted in Exhibit E attached hereto (the “**Pedestrian Access Easement Area**, and together with the Vehicular Access Easement Area, the “**Easement Areas**”). Without limiting the generality of the foregoing, the Pedestrian Access Easement shall include the right of residents and visitors of the Grantee Project to access the Grantee Project over the Pedestrian Access Easement Area;

(iii) A non-exclusive right, privilege and appurtenant easement for access over the Vehicular Access Easement Area by vehicles and personnel of the San Jose Fire Department and any other emergency services provider (the “**Emergency Access Easement**”);

(iv) A non-exclusive right, privilege and appurtenant easement for the construction, maintenance, repair and replacement of ladder pads for egress windows at the Grantee Project (the “**Ladder Pads**”) in the locations depicted on Exhibit C (the “**Ladder Pads Easement**”);

(v) A non-exclusive right, privilege and appurtenant easement for the installation, construction, maintenance, repair and replacement of trees and other landscaping (the “**Grantee Project Landscaping**”) and of accessible pathways (the “**Grantee Project Pathways**”) within the Vehicular Access Easement Area, as depicted on Exhibit C (the “**Landscaping and Pathways Easement**”);

(vi) A non-exclusive right, privilege and appurtenant easement for the installation, maintenance, repair and replacement of signage for the Grantee Project (the “**Grantee Project Signage**”) within the Vehicular Access Easement Area (the “**Signage Easement**”); provided, however, that the location, size and design of all such Grantee Project Signage shall be subject to the prior approval of Grantor, which approval shall not be unreasonably withheld or delayed;

(vii) A non-exclusive right, privilege and appurtenant easement for the transport of garbage, recycling, green waste and other solid waste receptacles (collectively, the “**Solid Waste Receptacles**”) to and from the Grantee Project to and from the pickup location located at the Grantor Property and identified on Exhibit C as the “Trash Truck Pickup Location” (the “**Solid Waste Receptacle Easement**”); provided, however, that no Solid Waste Receptacle shall be transported onto the Grantor Property earlier than 5:00 P.M. on the day before it is scheduled to be picked up or emptied and all Solid Waste Receptacles shall be transported off the Grantor Property no later than 5:00 P.M. on the day they are picked up or emptied;

(viii) A non-exclusive right, privilege and appurtenant easement for access over the Easement Areas by vehicles and personnel of any municipal garbage collection provider (the “**Garbage Collection Access Easement**”); and

(ix) A temporary non-exclusive right, privilege and appurtenant easement for vehicular and pedestrian access over such portions of the Grantor Property as the Grantee Parties may reasonably need to access in order to perform the Access Improvements Work and/or to construct the Grantee Project (the “**Temporary Construction Easement**”). The Temporary Construction Easement shall commence as of the date the City of San Jose (the “**City**”) issues building permits authorizing construction of the Access Improvements Work and shall terminate on the date the City issues a final certificate of occupancy for the Grantee Project.

(b) Limitations. In exercising their rights under the Grantee Easements, the Grantee Parties shall not unreasonably interfere with the use and enjoyment of the Grantor Property by Grantor, its tenants, subtenants, invitees, agents, employees, contractors, utility and service providers, successors and assigns (collectively, the “**Grantor Parties**”). Without limiting the generality of the foregoing, no Grantee Party shall be permitted to park in, or obstruct access to, the Grantor Parking Spaces (including the Removed Parking Spaces, prior to the commencement of the Access Improvements Work) or any other portions of the Easement Areas without the prior written consent of Grantor, which it may grant or withhold in its sole and absolute discretion.

(c) No Parking Rights. The Vehicular Access Easement, Emergency Access Easement, Garbage Collection Easement and Temporary Construction Easement are grants of access rights only, and do not grant to the Grantee Parties the right to use any Parking Spaces

located at the Grantor Property (other than the Removed Parking Spaces, which Grantee shall replace with the Replacement Parking Spaces).

2. Grantor Easements.

(a) Subject to terms and conditions of this Agreement, Grantee hereby establishes and grants to Grantor, for the benefit of the Grantor Parties and the Grantor Property, the following non-exclusive rights, privileges and appurtenant easements (collectively, the “**Grantor Easements**,” and together with the Grantee Easements, the “**Easements**”):

(i) A non-exclusive right, privilege and appurtenant easement for the use of the Replacement Parking Spaces located at the Grantee Property; and

(ii) A non-exclusive right, privilege and appurtenant easement for pedestrian and vehicular access over a portion of the Grantee Property, identified on Exhibit C as the area within the “Limit of Shared Access on 1860 Alum Rock Ave.”, as necessary for the use of the Replacement Parking Spaces located at the Grantee Property.

(b) Limitations. Parking at the Replacement Parking Spaces shall be reserved for residents of the Grantor Project and the other Grantor Parties; however, Grantee shall have the right to temporarily block the Grantor Parties’ thereof as reasonably necessary to perform Grantee’s maintenance obligations with respect thereto. Subject to the immediately preceding sentence, in exercising their rights under the Grantor Easements, the Grantor Parties shall not unreasonably interfere with the use and enjoyment of the Grantee Property by the Grantee Parties. Without limiting the generality of the foregoing, no Grantor Party shall be permitted to park in, or obstruct access to, any parking spaces located at the Grantee Property (other than the Replacement Parking Spaces located at the Grantee Project) without the prior written consent of Grantee, which it may grant or withhold in its sole and absolute discretion.

3. Access Improvements Work; Installation of Encroaching Grantee Project Improvements.

(a) Grantee shall perform all Access Improvements Work (including, without limitation, the installation of the Replacement Parking Spaces) at its sole cost and expense, in a good and workmanlike manner, in accordance with the Access Improvements Plans (with such revisions as may be reasonably approved by Grantor) and in compliance with all applicable laws, and shall cooperate with Grantor to perform such work at such times as to not unreasonably interfere with the use and enjoyment of the Grantor Property by the Grantor Parties. Upon the completion of the Access Improvement Work, Grantee shall, at its sole cost and expense, repair any damage to the Grantor Property caused by such work.

(b) Grantee shall install and/or construct all Ladder Pads, Grantee Project Landscaping, Grantee Project Pathways and Grantee Project Signs (collectively, the “**Encroaching Grantee Project Improvements**”) at its sole cost and expense, in a good and workmanlike manner, and in compliance with all applicable laws, and shall cooperate with Grantor to perform such installation and construction work at such times as to not unreasonably interfere with the use and enjoyment of the Grantor Property by the Grantor Parties. Following

the installation of the Encroaching Grantee Project Improvements, Grantee shall, at its sole cost and expense, repair any damage to the Grantor Property caused by such installation work.

(c) Grantee shall keep the Grantor Property free and clear of all liens and other encumbrances arising out of the Access Improvements Work, the installation and/or construction of the Encroaching Grantee Project Improvements and the other activities of the Grantee Parties under this Agreement. Grantee shall pay, when due, all claims for labor or materials furnished to Grantee at or for use in connection with the Grantor Property. In the event that Grantee fails to remove any such liens against the Grantor Property within ten (10) business days after receipt of a written demand from Grantor, then Grantor may remove such liens and Grantee shall reimburse Grantor, on demand, for all reasonable costs incurred by Grantor in connection therewith.

4. Maintenance and Repair Obligations.

(a) Obligations of Grantee. Grantee shall, at its sole cost and expense, keep maintain all Access Improvements (including, without limitation, the Replacement Parking Spaces located at the Grantee Property, but excluding the Replacement Parking Spaces located entirely at the Grantor Property) and all Encroaching Grantee Project Improvements in good condition and repair. Additionally, Grantee shall, at its sole cost and expense, repair any extraordinary damage to the Grantor Property caused by the acts or omissions of the Grantee Parties. In the event that Grantee fails to complete any maintenance or repair work set forth in this Section 4(a) within twenty (20) business days after receipt of a written demand from Grantor, then Grantor may complete such work and Grantee shall reimburse Grantor, on demand, for all reasonable costs incurred by Grantor in connection therewith.

(b) Obligations of Grantor. Grantor shall be responsible for keeping and maintaining the Shared Improvements (as defined below) in good condition and repair; provided, however, that Grantee shall reimburse Grantor for Grantee's Share (as defined below) of costs incurred by Grantor for routine and ordinary maintenance of the Shared Improvements, as set forth in Section 4(c) below. Following the installation thereof by Grantee, Grantor shall also be solely responsible, at its sole cost and expense, for the maintenance of the Replacement Parking Spaces located entirely at the Grantor Property). Additionally, Grantor shall, at its sole cost and expense, repair any extraordinary damage to the Shared Improvements, Access Improvements or Encroaching Grantee Project Improvements caused by the acts or omissions of the Grantor Parties. In the event that Grantee fails to complete any maintenance or repair work set forth in this Section 4(b) within twenty (20) business days after receipt of a written demand from Grantee, then Grantor may complete such work and Grantor shall reimburse Grantee, on demand, for all reasonable costs incurred by Grantee in connection therewith. As used herein, the "**Shared Improvements**" shall mean all improvements located in the Easement Areas that are shared by the Grantor Parties and Grantee Parties and which do not constitute Access Improvements or Encroaching Grantee Project Improvements (e.g., the paved driveway connecting the entrance to the Grantor Project to the Access Improvements).

(c) Reimbursements for Routine Maintenance Costs. Within ten (10) business days after receiving a written statement from Grantor setting forth any costs incurred by Grantor for the routine or ordinary maintenance of the Shared Improvements (a "**Routine Maintenance**

Statement”), Grantee shall reimburse Grantor for Grantee’s Share of such costs. Grantor shall not deliver a Routine Maintenance Statement more often than once per month, and each Routine Maintenance Statement shall be accompanied by invoices, receipts or other reasonable evidence of the costs set forth in such Routine Maintenance Statement. “**Grantee’s Share**” shall be a fraction, the numerator of which is the total number of completed residential units in the Grantee Project, and the denominator of which is the total number of completed residential units in both the Grantee Project and the Grantor Project.

5. Character of Easements. This Agreement shall be recorded by the parties in the Official Records of Santa Clara County (the “**Official Records**”). The Easements shall be non-exclusive and perpetual in duration (other than the Temporary Construction Easement, which shall terminate as provided herein), unless terminated by an agreement executed by the owners of the Grantor Property and the Grantee Property and recorded in the Official Records. All provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Agreement shall constitute covenants running with the land pursuant to Section 1468 of the California Civil Code, as may be amended from time to time, and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors and assigns, and all other persons acquiring all or any portion of any party’s interest in the property described herein whether by sale, operation of law, foreclosure, deed in lieu of foreclosure, or in any manner whatsoever.

6. Grantee Indemnity and Insurance.

(a) To the maximum extent permitted by law, Grantee agrees to indemnify, defend and hold Grantor, its partners, members, officers, employees, contractors, agents, successors and assigns (collectively, the “**Grantor Indemnitees**”) harmless from and against all losses, actions, demands, damages, claims, costs and expenses (including, but not limited to, expert witness fees and attorneys’ fees and costs) and liabilities of whatever kind or nature (collectively, “**Claims**”) arising from or are in any way connected with the activities of the Grantee Parties under this Agreement or the entry on or use of the Grantor Property by the Grantee Parties, except and to the extent resulting from the gross negligence or willful misconduct of any of the Grantor Indemnitees.

(b) Grantor shall not be liable to the Grantee Parties for, and Grantee hereby waives and releases Grantor from, any and all Claims arising from or are in any way connected with the activities of the Grantee Parties under this Agreement or the entry on or use of the Grantor Property by the Grantee Parties, except and to the extent resulting from the gross negligence or willful misconduct of any of the Grantor Indemnitees.

(c) Grantee shall at all times maintain a public liability and property damage insurance policy in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the general aggregate, insuring against all liabilities of Grantee under this Agreement. Such insurance shall be obtained and maintained with an insurer with a current AM Best’s Rating of at least “A-VIII,” or an equivalent industry rating, shall name Grantor (and, upon the written request of Grantor, any lender or investor limited partner of Grantor) as an additional insured and certificate holder thereunder on a primary, noncontributory basis, and shall include a waiver of subrogation endorsement for the benefit of Grantor (and, if

applicable, any lender or investor limited partner of Grantor). At Grantor's request, Grantee shall provide Grantor with certificate(s) of insurance evidencing Grantee's compliance with the foregoing insurance requirements.

(d) The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

7. Grantor Indemnity and Insurance.

(a) To the maximum extent permitted by law, Grantor agrees to indemnify, defend and hold Grantee, its partners, members, officers, employees, contractors, agents, successors and assigns (collectively, the "**Grantee Indemnitees**") harmless from and against all Claims arising from or are in any way connected with the activities of the Grantor Parties under this Agreement or the entry on or use of the Grantee Property by the Grantor Parties, except and to the extent resulting from the gross negligence or willful misconduct of any of the Grantee Indemnitees.

(b) Grantee shall not be liable to the Grantor Parties for, and Grantor hereby waives and releases Grantee from, any and all Claims arising from or are in any way connected with the activities of the Grantor Parties under this Agreement or the entry on or use of the Grantee Property by the Grantor Parties, except and to the extent resulting from the gross negligence or willful misconduct of any of the Grantee Indemnitees.

(c) Grantor shall at all times maintain a public liability and property damage insurance policy in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the general aggregate, insuring against all liabilities of Grantor under this Agreement. Such insurance shall be obtained and maintained with an insurer with a current AM Best's Rating of at least "A-VIII," or an equivalent industry rating, shall name Grantee (and, upon the written request of Grantee, any lender or investor limited partner of Grantee) as an additional insured and certificate holder thereunder on a primary, noncontributory basis, and shall include a waiver of subrogation endorsement for the benefit of Grantee (and, if applicable, any lender or investor limited partner of Grantee). At Grantee's request, Grantor shall provide Grantee with certificate(s) of insurance evidencing Grantor's compliance with the foregoing insurance requirements.

(d) The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

8. Amendments. This Agreement may be amended or otherwise modified only by a writing signed by Grantor and Grantee and recorded in the Official Records.

9. Default. The failure by a party to perform any covenant or obligation of such party hereunder and to cure such non-performance within thirty (30) days after written notice by the other party shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if the non-performing party commences such cure within such period and diligently prosecutes such cure to completion. Upon a default the aggrieved party shall be entitled to all remedies, legal and equitable, allowed by law, except termination of the Easements herein granted. Any cure of a default tendered by a

lender or investor limited partner of the defaulting party shall be accepted by the non-defaulting party on the same basis as if tendered by the defaulting party.

10. No Waivers. No failure on the part of a party to this Agreement to enforce any provision hereof with respect to any particular set of facts or circumstances shall be deemed a waiver of the right to enforce that provision or any other provision at a later time or in connection with the same or any other set of facts or circumstances. To be enforceable, any waiver of a party's rights must be in writing signed by the party waiving such rights.

11. No Merger. The easements and covenants described and created by this Agreement shall not be extinguished by merger of any or all of the ownership interests in any one person or entity.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the above easements. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

13. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the parties and their successors and assigns. This Agreement shall not be deemed to confer any rights upon members of the public or any person except the parties and their successors and assigns.

14. Attorneys Fees. If either party brings an action or proceeding against the other by reason of a default, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to experts' fees and reasonable attorneys' fees and costs, which shall be payable whether or not such action is prosecuted to judgment.

15. Notices. Every notice, approval, consent or other communication authorized or required by this instrument shall not be effective unless the same shall be in writing, and it shall be deemed to have been given upon actual receipt or refusal of delivery when deposited postage prepaid in the United States Mail registered or certified, return receipt requested, to the other party at the address below or such address as either party may designate by notice given from time to time in accordance with this paragraph:

To Grantor: c/o Charities Housing Development
Corporation of Santa Clara County
1400 Parkmoor Ave., Suite 190
San Jose, CA 95126
Attn: Executive Director

To Grantee: c/o Charities Housing Development
Corporation of Santa Clara County
1400 Parkmoor Ave., Suite 190
San Jose, CA 95126
Attn: Executive Director

All notices shall be effective on receipt by the addressee and shall be deemed received at the earlier of actual receipt or three (3) business days following mailing.

Following receipt by a party of a notice from the other party's investor limited partner requesting to be copied on notices to such other party, the first party shall deliver copies of all notices to such other party to such investor limited party at the address designated by such investor limited partner.

16. Effect of Breach. No breach of any provision of this Agreement shall invalidate the lien of any mortgage made in good faith and for value, but all covenants, conditions and restrictions shall be binding on any owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

17. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

18. Miscellaneous.

(a) If any provision hereof shall be held invalid or unenforceable, the remainder hereof shall not be affected thereby, and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

(b) Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

(c) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one document.

[Signatures on Following Page]

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

GRANTOR:

HS SAN JOSE, L.P., a California limited partnership

By: Caritas Housing, a California nonprofit public benefit corporation, its general partner

By: _____
Daniel Wu, Executive Director

By: LifeMoves, a California nonprofit public benefit corporation, its general partner

By: _____
Name: _____
Title: _____

GRANTEE:

ALUM ROCK, L.P., a California limited partnership

By: Alum Rock Charities LLC, a California limited liability company, its general partner

By: Charities Housing Development Corporation of Santa Clara County, a California nonprofit public benefit corporation, its sole member/manager

By: _____
Daniel Wu, Executive Director

[SIGNATURES MUST BE NOTARIZED]

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

State of California)
) ss.
County of _____)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

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

State of California)
) ss.
County of _____)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

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

Lot 2, as shown upon that certain Parcel Map which was filed for record on August 24, 2001 in Book 742 of Maps, at Page(s) 3 and 4 in the Office of the Recorder of the County of Santa Clara, State of California.

APN: 481-18-065

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE PROPERTY

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

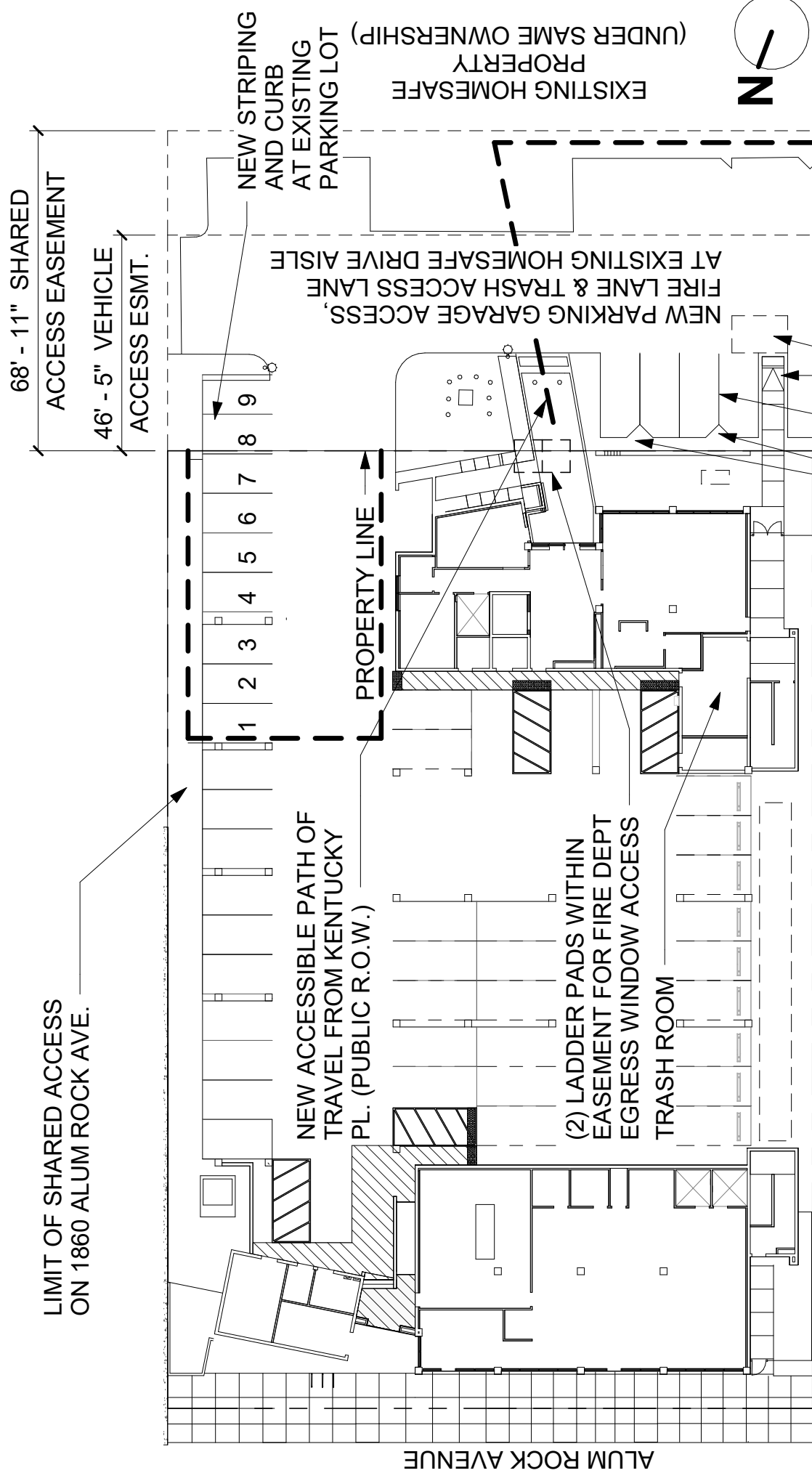
Lot 1, as shown upon that certain Parcel Map which was filed for record on August 24, 2001 in Book 742 of Maps, at Page(s) 3 and 4 in the Office of the Recorder of the County of Santa Clara, State of California.

APN: 481-18-064

EXHIBIT C

ACCESS IMPROVEMENTS PLANS

[Attached]



SCOPE OF WORK WITHIN SHARED ACCESS AND VEHICULAR EASEMENT:
 RECONFIGURE EXISTING CURB, LANDSCAPING, SIGNAGE, AND STALL STRIPING ALONG NORTH SIDE OF EXISTING PARKING LOT. ADD SIDEWALK, CURB, AND CURB RAMP TO PROVIDE ACCESSIBLE PATH OF TRAVEL FROM KENTUCKY PL. (PUBLIC ROW) ALONG EXISTING HOMESAFE SIDEWALK.

NEW AND REMOVED TREES

1860 Alum Rock Ave.
 Permit No. 21-058147 TM
 Shared Access Easement 'Exhibit C'
 March 30, 2022

Exhibit 'C' - Access Improvements

68' - 11" SHARED ACCESS EASEMENT
 46' - 5" VEHICLE ACCESS ESMT.

NEW STRIPING AND CURB AT EXISTING PARKING LOT

EXISTING HOMESAFE PROPERTY (UNDER SAME OWNERSHIP)

NEW PARKING GARAGE ACCESS, FIRE LANE & TRASH ACCESS LANE AT EXISTING HOMESAFE DRIVE AISLE



TRASH REMOVAL ROUTE AND TRASH TRUCK PICKUP LOCATION
 REPLACEMENT PARKING SPACES AND CURB AT EXISTING PARKING LOT

NEW ACCESSIBLE PATH OF TRAVEL FROM KENTUCKY PL. (PUBLIC R.O.W.)

(2) LADDER PADS WITHIN EASEMENT FOR FIRE DEPT EGRESS WINDOW ACCESS

TRASH ROOM

PROPERTY LINE

LIMIT OF SHARED ACCESS ON 1860 ALUM ROCK AVE.

ALUM ROCK AVENUE

EXHIBIT D

VEHICULAR ACCESS EASEMENT AREA

[See Attached]

EXHIBIT 'D'
Legal Description

Vehicular Access Easement Area

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

Being a portion of Lot 2 as shown on that certain Parcel Map, filed for record on August 24, 2001, in Book 742 of Maps, at Pages 3-4, Santa Clara County Records. Said portion being described as follows:

Beginning at the northeasterly corner of said Lot 2; thence along the easterly line of said Lot 2, South 30°40'00" East 46.39 feet; thence leaving said easterly line, South 59°20'00" West 163.95 feet; thence North 30°40'00" West 5.59 feet; thence South 59°20'00" West 29.32 feet to a point on the westerly line of said Lot 2, along a non-tangent curve to the left having a radial bearing of South 56°51'17" West and a radius of 39.00 feet through a central angle of 59°07'27" for an arc length of 40.24 feet to a point of reverse curvature; thence along a tangent curve to the right having a radius of 23.00 feet through a central angle of 30°01'38" for an arc length of 12.05 feet to the northerly line of said Lot 2; thence along said northerly line, North 59°20'00" East 222.34 feet to the northerly corner of said Lot 2 and the **Point of Beginning**.

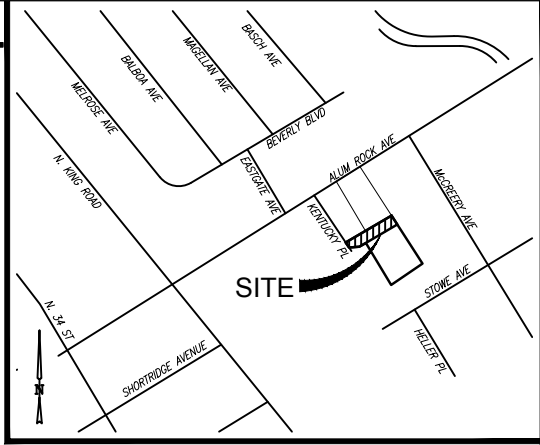
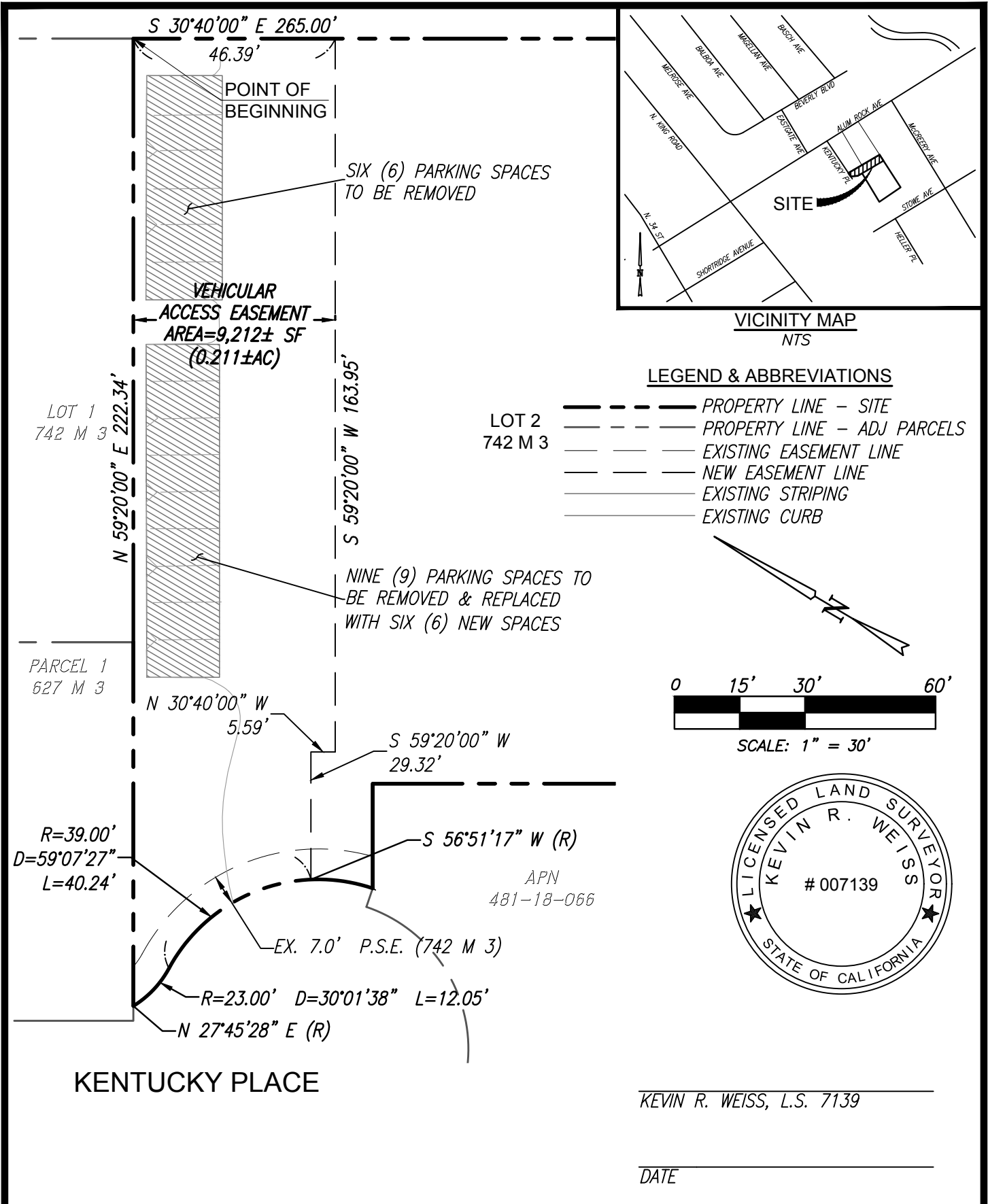
Said described easement area containing an area of 9,212 square feet (0.211 acres), more or less.

Attached hereto is an exhibit labeled "Plat to Accompany Legal Description: Vehicular Access Easement" and by this reference is made a part hereof.



Kevin R. Weiss

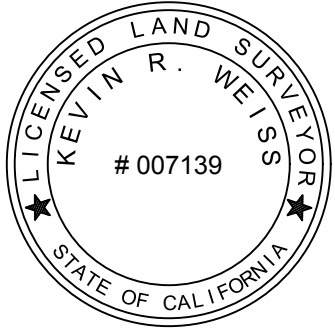
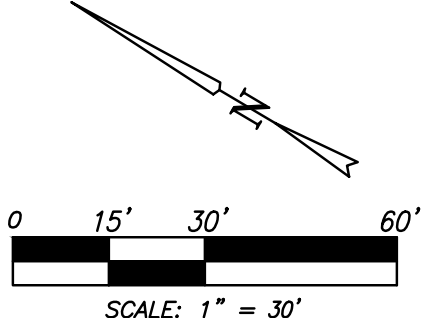
Date



VICINITY MAP
NTS

LEGEND & ABBREVIATIONS

- — — — — PROPERTY LINE - SITE
- — — — — PROPERTY LINE - ADJ PARCELS
- — — — — EXISTING EASEMENT LINE
- — — — — NEW EASEMENT LINE
- — — — — EXISTING STRIPING
- — — — — EXISTING CURB



KEVIN R. WEISS, L.S. 7139

DATE

SHEET 2 OF 2	DATE: 3/2/22	PLAT TO ACCOMPANY LEGAL DESCRIPTION VEHICULAR ACCESS EASEMENT	
		JOB NO. 5190	BY: AL

JMH WEISS, INC.

1731 Technology Drive, Ste #880
San Jose, CA 95110
Phone: (408) 286-4555
www.jmhweiss.com

EXHIBIT E
PEDESTRIAN ACCESS EASEMENT AREA

[See Attached]

EXHIBIT 'E'
Legal Description

Pedestrian Access Easement Area

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

Being a portion of Lot 2 as shown on that certain Parcel Map, filed for record on August 24, 2001, in Book 742 of Maps, at Pages 3-4, Santa Clara County Records. Said portion being described as follows:

Beginning at the northeasterly corner of said Lot 2; thence along the easterly line of said Lot 2, South 30°40'00" East 68.88 feet; thence leaving said easterly line, South 59°20'00" West 171.23 feet to a point on a westerly line of said Lot 2; thence along said westerly line, North 30°40'00" West 13.88 feet; thence continuing along said westerly lines along the following courses:

1. South 59°20'00" West 24.06 feet;
2. along a non-tangent curve to the left having a radial bearing of South 78°01'59" West and a radius of 39.00 feet through a central angle of 80°18'09" for an arc length of 54.66 feet to a point of reverse curvature;
3. along a tangent curve to the right having a radius of 23.00 feet through a central angle of 30°01'38" for an arc length of 12.05 feet to the northerly line of said Lot 2;

Thence along said northerly line, North 59°20'00" East 222.34 feet to the northerly corner of said Lot 2 and the **Point of Beginning**.

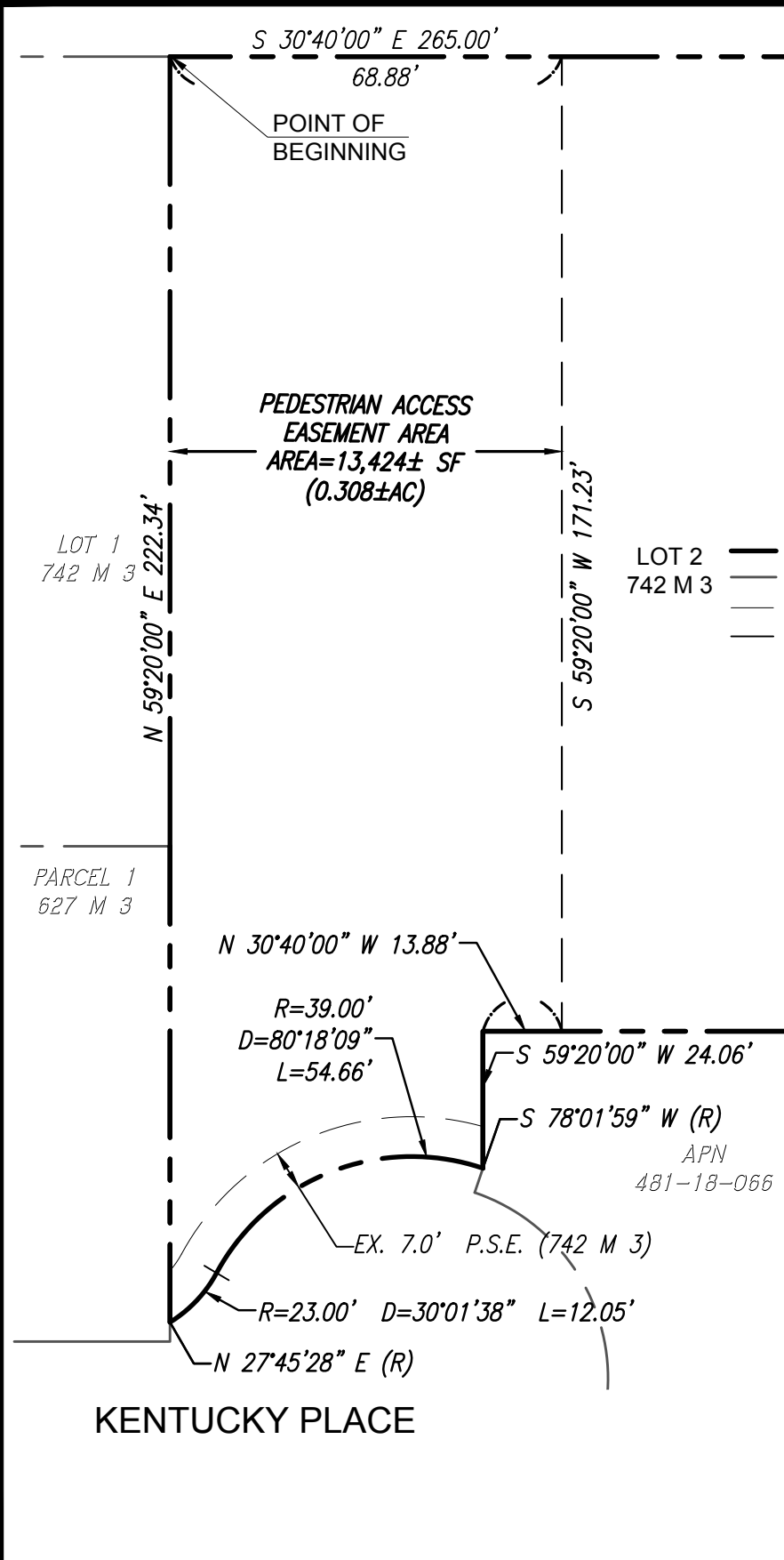
Said described easement area containing an area of 13,424 square feet (0.308 acres), more or less.

Attached hereto is an exhibit labeled "Plat to Accompany Legal Description: Pedestrian Access Easement Area" and by this reference is made a part hereof.



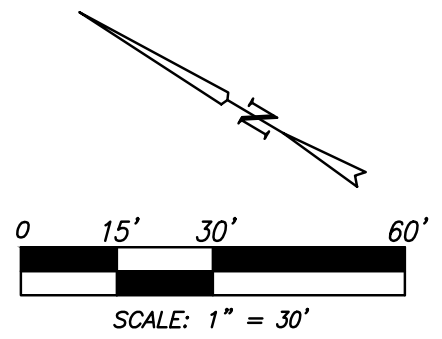
Kevin R. Weiss

Date



LEGEND & ABBREVIATIONS

- LOT 2 742 M 3
- PROPERTY LINE - SITE
- PROPERTY LINE - ADJ PARCELS
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE



KEVIN R. WEISS, L.S. 7139

DATE

SHEET 2 OF 2	DATE: 3/2/22	EXHIBIT 'B': PLAT TO ACCOMPANY LEGAL DESCRIPTION PEDESTRIAN ACCESS EASEMENT AREA
	JOB NO. 5190	BY: AL

JMH WEISS, INC.

1731 Technology Drive, Ste #880
San Jose, CA 95110
Phone: (408) 286-4555
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LENDER CONSENT AND SUBORDINATION

The undersigned is the beneficiary under those certain deeds of trust recorded in the Official Records of Santa Clara County, California on August 24, 2001, under Serial Number 15841282, and on February 13, 2003, under Serial Number 16820332 (together, the “**Deeds of Trust**”), encumbering all or a portion of the real property described as the “Grantor Property” in the within **EASEMENT AGREEMENT**.

The undersigned beneficiary under the Deeds of Trust hereby consents to the within **EASEMENT AGREEMENT** and hereby subordinates the lien of said Deeds of Trust to the provisions of this **EASEMENT AGREEMENT**.

Dated: _____, 2022

CITY OF SAN JOSE, a municipal corporation

By: _____
Name: _____
Title: _____

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

State of California _____)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

LENDER CONSENT AND SUBORDINATION

The undersigned is the beneficiary under that certain deed of trust recorded in the Official Records of Santa Clara County, California on February 13, 2003, under Serial Number 16820335 (the “**Deed of Trust**”), encumbering all or a portion of the real property described as the “Grantor Property” in the within **EASEMENT AGREEMENT**.

The undersigned beneficiary under the Deed of Trust hereby consents to the within **EASEMENT AGREEMENT** and hereby subordinates the lien of said Deed of Trust to the provisions of this **EASEMENT AGREEMENT**.

Dated: _____, 2022

CITY OF SANTA CLARA, a municipal corporation

By: _____
Name: _____
Title: _____

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

State of California _____)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

LENDER CONSENT AND SUBORDINATION

The undersigned is the beneficiary under that certain deed of trust recorded in the Official Records of Santa Clara County, California on February 13, 2003, under Serial Number 16820336 (the “**Deed of Trust**”), encumbering all or a portion of the real property described as the “Grantor Property” in the within **EASEMENT AGREEMENT**.

The undersigned beneficiary under the Deed of Trust hereby consents to the within **EASEMENT AGREEMENT** and hereby subordinates the lien of said Deed of Trust to the provisions of this **EASEMENT AGREEMENT**.

Dated: _____, 2022

COUNTY OF SANTA CLARA, a political subdivision of the State of California

By: _____
Name: _____
Title: _____

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

State of California _____)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____

LENDER CONSENT AND SUBORDINATION

The undersigned is the beneficiary under that certain deed of trust recorded in the Official Records of Santa Clara County, California on March 25, 2022, under Serial Number 25268381 (the “**Deed of Trust**”), encumbering all or a portion of the real property described as the “Grantee Property” in the within **EASEMENT AGREEMENT**.

The undersigned beneficiary under the Deed of Trust hereby consents to the within **EASEMENT AGREEMENT** and hereby subordinates the lien of said Deed of Trust to the provisions of this **EASEMENT AGREEMENT**.

Dated: _____, 2022

COUNTY OF SANTA CLARA, a political subdivision of the State of California

By: _____
Name: _____
Title: _____

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

State of California _____)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____