

**AGREEMENT FOR PURCHASE AND SALE  
(UTILITY EASEMENT)**

THIS AGREEMENT FOR PURCHASE AND SALE (“**Agreement**”) is made and entered into as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and between CITY OF SANTA CLARA (“**Grantee**” or “**City**”) and INTEL CORPORATION, a Delaware corporation (“**Grantor**”) with regard to the purchase and sale of certain property interests, upon the terms and conditions set forth herein.

**RECITALS**

**WHEREAS**, The City of Santa Clara’s Electric Utility, Silicon Valley Power (“**SVP**”), plans to construct approximately 0.2 miles of new circuit 60 kilovolt (kV) overhead electric transmission lines along the Bayshore Freeway in the City of Santa Clara as part of its San Tomas Junction Project (“**Project**”). SVP’s primary objective of the Project is to increase system capacity and reliability.

**WHEREAS**, the Project will involve the placement of multiple new monopole steel structures and result in either the expansion of existing electric overhead and wire clearance easements or the acquisition of new easements.

**WHEREAS**, Grantee wishes to acquire from Grantor for the Project, and Grantor wishes to sell to Grantee, certain property rights as more particularly described and depicted in the Easement by Grant of Overhead Electric Easement and Agreement (the “**Easement**”) attached hereto as Exhibit 1, upon the terms and conditions set forth herein.

**WHEREAS**, Grantor and Grantee recognize that the purchase and sale of the Easement is subject to approval of the Santa Clara City Council and that this Agreement shall have no force or effect unless and until said City Council approval has been obtained, which approval shall be obtained before execution of the Agreement by Grantee.

**NOW THEREFORE**, in consideration of the mutual covenants and promises of the parties, the parties hereto agree as follows:

**ARTICLE 1  
PURCHASE**

1.1. The Easement. Grantor is the fee owner of certain real property commonly known as 3600 Juliette Lane (APN: 104-39-021 & 104-39-018) located in the City of Santa Clara, California the (“**Larger Parcel**”) over which the Easement will cross.

1.2. Sale and Purchase. Grantor shall sell to Grantee and Grantee shall purchase from Grantor, upon all of the terms and conditions set forth in this Agreement, the Easement.

**ARTICLE 2  
PURCHASE PRICE**

2.1. Purchase Price. The purchase price (“**Purchase Price**”) for the Easement shall be EIGHT HUNDRED FORTY SIX THOUSAND and no/100 Dollars (\$846,000.00).

The parties to this Agreement agree and compromise that the Purchase Price together with all other consideration set forth in this Agreement amounts and equates to the full and just compensation to Grantor, and Grantor's successors and assigns, for Grantee's acquisition of the Easement and damages to the remainder resulting from the acquisition of the Easement as well as the construction and use of the Project.

2.2. Payment of Purchase Price. The Purchase Price shall be payable in accordance with Section 4.3 of this Agreement (below).

### ARTICLE 3 CONDITIONS TO PURCHASE AND SALE

3.1. Conditions Precedent to Purchase and Sale. The obligation of Grantee to purchase and Grantor to sell the Easement is expressly conditioned upon the satisfaction, prior to closing, of each of the conditions set forth in this Section 3.1 (the "**Conditions Precedent**").

3.1.1 Title. Grantee has obtained a preliminary title report from First American Title Company dated August 10, 2021 (the "**Title Report**"), a copy of which is attached as Exhibit 2. Grantee acknowledges and agrees that the Title Report (including all exceptions) is approved by Grantee (the "**Approved Title Matters**").

3.1.2 Execution of Grant of Overhead Electric Easement and Agreement. Grantor shall be ready, willing and able to grant the Easement to Grantee by executing in a recordable form the Easement subject only to the Approved Title Matters and other matters specified on the Easement Agreement.

3.2.1 Title Insurance. The Title Company shall be prepared to issue Easement Policy of Title Insurance in the amount of the Purchase Price insuring the grant of the Easement for the benefit of Grantee subject only to the Approved Title Matters (the "**Title Policy**").

3.2.2 No Breach. There shall be no material breach of any of Grantor's representations, warranties, or covenants set forth in Article 5.

3.3. Grantee's Remedies.

3.3.1 Conditions Precedent. If any of the foregoing Conditions Precedent which inure to the benefit of Grantee are not satisfied, Grantee shall have the right either to waive the condition in question and proceed with the purchase of the Easement pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

3.3.2 Default. If Grantor fails to perform any of its obligations or is otherwise in default under this Agreement, Grantee shall have the right to give notice to Grantor specifically setting forth the nature of said failure and stating that Grantor shall have a period of ten (10) calendar days to cure such failure. If Grantor has not cured such failure within such period (or, if such failure is not capable of being cured within ten (10) calendar days, Grantor either has not commenced in good faith the curing of such failure within such period or does not diligently

thereafter complete such cure prior to the Closing Date, as may be extended under the terms of this Agreement), Grantee's sole and exclusive remedy shall be one of the following:

(a) Waiver. Waive such failure and proceed to the Closing pursuant to all of the other terms of this Agreement; or

(b) Terminate. Grantee may terminate this Agreement by notice to Grantor to that effect. Nothing herein shall be deemed a waiver by Grantor of its right or ability to exercise its power of eminent domain to acquire the Easement after a termination of this Agreement.

### 3.4. Grantor's Remedies.

3.4.1 Conditions Precedent. If any of the foregoing Conditions Precedent which inure to the benefit of Grantor are not satisfied, Grantor shall have the right to either waive the condition in question and proceed with the sale of the Easement pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

## ARTICLE 4 CLOSING

4.1. Delivery of Easement. Within [REDACTED] days following the date this Agreement is executed by all parties, Grantor shall deliver to Grantee all of the following:

(a) The Easement, fully executed and notarized, in a form suitable for recordation;

(b) If requested by Grantee, a FIRPTA Affidavit stating Grantor's U.S. taxpayer identification number and that the Grantor is a "United States person" as defined by Internal Revenue Code sections 1445(f)(3) and 7701(b); and

(c) Such other documents and instruments as may be required by other provisions of this Agreement to carry out the terms and intent of this Agreement.

4.2. Recordation of Easement and Issuance of Title Policy. Upon receipt of the fully executed and notarized Easement, Grantee will promptly do the following:

(a) Record the Easement with Official Records of Santa Clara County at the Santa Clara County Recorder's Office; and

(b) Once the Easement has been recorded, order a Title Policy from the Title Company.

4.3. Payment. Conditioned upon recordation of the Easement in the Santa Clara County Recorder's Office and Title Company's issuance of the Title Policy, Grantee will within [REDACTED] days following Grantee's receipt of the Title Policy Pay Grantor by issuing a check in the amount of the Purchase Price made out to "Intel Corporation" and mailing it to Intel Corporation, 4500 S. Dobson Rd., Chandler, AZ 85248 Attention: Casaundra L. Elwood.

4.4. Costs. Grantee shall pay recording costs, if any, the title insurance premium, and any documentary transfer taxes.

## ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1. Grantor's Representations and Warranties. Grantor represents and warrants to Grantee that the following matters are true and correct in all material respects as of the execution of this Agreement and will also be true and correct in all material respects as of the Closing:

5.1.1 Organization Authority. Intel Corporation is a Delaware corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware and has the full power and authority to execute and deliver this Agreement and all documents now or hereinafter to be executed and delivered by it pursuant to this Agreement and to perform all obligations arising under this Agreement and such performance does not conflict with any obligations of the Grantor. The individuals executing this Agreement and the instruments referred to herein on behalf of Grantor, have the legal power, rights and actual authority to bind Grantor to the terms and conditions hereof and thereof;

5.1.2 No Violation of Agreement; Litigation. Neither the execution, delivery or performance of this Agreement by Grantor will result in the breach of any terms, conditions or provisions of, or conflict with or constitute a default under the terms of any indenture, deed to secure debt, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument by which Grantor or the Easement is bound. Grantor has no knowledge of any pending or threatened litigation, actions, applications, orders, protests, proceedings, or complaints against or affecting title to the Easement or Grantor's interest therein;

5.1.3 Compliance with Laws. Grantor has received no written notice alleging violations of any federal, state or municipal laws or ordinances with regard to any portion of the Easement;

5.1.4 Existing Lease. There are no contracts or agreements with respect to the occupancy of the Easement which will be binding upon Grantee after Closing; and

5.1.5 Grantor Not a Foreign Person. Grantor is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

5.2. As-Is. Except as expressly set forth in this Agreement, Grantee agrees to take the Easement "AS-IS, WHERE IS, AND WITH ALL FAULTS" without any representation or warranty of any kind or nature whatsoever, express or implied, and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price.

## ARTICLE 6 GENERAL PROVISIONS

6.1. Approval of City Council. Grantor and Grantee recognize that as of the execution of this Agreement by Grantor, this Agreement is subject to approval of the City Council of the City of Santa Clara and that this Agreement shall have no force or effect

unless and until said City Council's approval has been obtained, but such approval shall be obtained before execution of this Agreement by Grantee.

6.2. Binding on Successors. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6.3. Entire Agreement. This Agreement including all exhibits hereto contains all of the covenants, conditions, and agreements between the parties and shall supersede all prior correspondence, agreements, and understandings both verbal and written. No addition or modification of any term or provision shall be effective unless set forth in writing and signed by both Grantor and Grantee.

6.4. Brokers' Fees. Grantor and Grantee each represent and warrant to the other that, there are no brokers' fees or finders' fees arising out of this transaction and each shall indemnify, defend, and hold the other harmless from any claim, loss, cost, damage or expense including, without limitation, reasonable attorneys' and experts' fees and costs and court costs arising out of or incurred in connection with any claim by any other broker, finder or other person or entity for any brokerage commission, finder's fee or other amount in connection with any acts or dealings with such indemnifying party with any such broker, finder or other person or entity.

6.5. Attorney's Fees. In the event either party to this Agreement institutes an action to interpret or enforce the terms hereof, or to obtain money damages, the prevailing party, as determined by the court (whether at trial or upon appeal) shall be entitled to recover from the other, in addition to costs and judgment as awarded by the court, its reasonable attorneys' fees incurred therein. The prevailing party shall include, without limitation, a party who dismisses an action or proceeding for recovery hereunder in exchange for consideration substantially equal to the relief sought in the action or proceeding. In no event shall an attorney's fee award exceed \$10,000, whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions.

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

6.7. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience and shall not limit or expand the provisions of this Agreement.

6.8. Time. Time is of essence of every provision herein contained in this Agreement.

6.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all counterparts shall constitute one agreement.

6.10. Survival. The terms, covenants and conditions of Article 5 shall remain true and correct as of the Closing Date, shall be deemed to be material and shall survive the execution of this Agreement, the delivery of the Easement, and recording of the Easement for a period of twelve (12) months.

6.11. Notices. All notices, requests or other communications required or permitted to be given in connection with this Agreement shall be in writing and shall be personally delivered (with prompt confirmation by registered or certified mail, postage prepaid), or by commercial courier service, or by registered or certified mail, postage pre-paid, addressed to the party whom it is directed at the following addresses, or at such other addresses as may be designated by notice from such party in the manner provided herein:

To Grantor: Intel Corporation  
Attention: Casaundra L. Elwood  
4500 S. Dobson Rd.  
Chandler, AZ 85248  
Telephone: 480-723-7898

To Grantee: City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Attn: City Manager  
Telephone: 408-615-2210

With a copy to: City of Santa Clara City Attorney's Office  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Attn: City Attorney  
Telephone: (408) 615-2230

Notices which are delivered by hand shall be deemed received upon delivery; notices which are deposited in the United States Mail in accordance with the terms of this Section shall be deemed received three (3) days after the date of mailing and notices delivered by commercial courier service shall be deemed received the date of actual delivery. The foregoing addresses may be changed by notice to the other party as herein provided.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed one (1) or more copies of this Agreement, on the Effective Date.

**GRANTOR**

Intel Corporation,  
a Delaware corporation

**GRANTEE**

City of Santa Clara,  
a municipal corporation

By:  \_\_\_\_\_  
A4EC93DAD337499...

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

Title: Real Estate Contract Manager

Title: \_\_\_\_\_

Date: 11/4/2021

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

**EXHIBIT 1**

**Recording Requested by:**  
Office of the City Attorney  
City of Santa Clara, California

**When Recorded, Mail to:**  
Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

APN: APN 104-39-018 & APN 104-39-021

EXEMPT FROM RECORDING FEE  
PER GOV'T CODE §§ 6103 and 27383

EXEMPT FROM FEE  
PER GOV'T CODE § 27388.1 (a)(2)(D)

**GRANT OF OVERHEAD ELECTRIC EASEMENT AND AGREEMENT**

**3600 Juliette Lane  
Santa Clara, California**

For valuable consideration, the receipt of which is hereby acknowledged, **Intel Delaware Corporation, a Delaware Corporation successor in interest by merger with Intel Corporation, A California Corporation** (herein "**Grantor**"), hereby grants to the **CITY OF SANTA CLARA**, California, a chartered municipal corporation (herein "**Grantee**"), a non-exclusive easement and right-of-way (herein "**Easement**") in, on, over, along and across the real property owned by Grantor in the City of Santa Clara, State of California, described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Easement Area**").

This Easement shall be used by Grantee for the purposes of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto (the "**Improvements**"), and shall include a reasonable right of ingress and egress over adjoining lands of Grantor. In exercising said right of ingress and egress, Grantee shall, wherever practical, use existing roads and lanes across lands of Grantor, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to Grantor and any occupants of Grantor's property.

Grantee agrees that all Improvements constructed by Grantee shall be done at Grantee's sole cost and expense and in a good and workmanlike manner, and that no liens shall attach to all or any part of the Easement Area.

The Improvements will include poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the Grantor for driveway(s), ingress and egress, landscaping (excluding trees), and parking, as will not unreasonably interfere with the Grantee's use of the Easement. Any other use of the Easement Area by Grantor shall be subject to Grantee's express written consent and only after Grantee's review of plans and specifications and

determination that such use will not unreasonably interfere with its use of the Easement. Grantee may trim any trees or remove any tree or structure which is in or adjacent to the Easement Area which, in its reasonable determination, unreasonably interferes with its use of the Easement. Grantee may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 feet or poses a risk of falling onto the Grantee's facilities or equipment located within the Easement. Grantee shall maintain and repair the Easement Area at its sole cost and expense.

In no event shall Grantor be liable for any damage to, or loss of personal property or equipment sustained by Grantee within the Easement Area, whether or not it is insured, except if such loss is caused by the gross negligence or willful misconduct of Grantor.

Grantee shall indemnify, defend and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses incurred by Grantor arising from or by reason of Grantee's access to, or use of the Easement Area, unless caused by Grantor's sole negligence or willful misconduct.

THE EASEMENT IS GRANTED TO GRANTEE SUBJECT TO: All liens, encumbrances, easements, covenants, conditions and restrictions of record, including any matters shown on any subdivision or parcel map affecting the Easement Area; all exceptions appearing in that certain policy of title insurance for the Easement issued to Grantee as of or about the date hereof; all matters which would be revealed or disclosed in an accurate survey of the Easement Area; all matters which would be revealed or disclosed by a physical inspection of the Easement Area; a lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Easement Area; and zoning ordinances and regulations and any other laws, ordinances, or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Easement Area.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Intel Delaware Corporation, a Delaware Corporation  
successor in interest by merger with Intel  
Corporation, A California Corporation**

By: \_\_\_\_\_  
Casaundra Elwood

Title: FMS Global Real Estate Manager

Date: \_\_\_\_\_

APPROVED FOR FORM:

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

**"OWNER" APN 104-39-018 & 104-39-021 (2021-11)**

**ALL LEGAL OWNERS OF PROPERTY MUST EXECUTE THIS DOCUMENT.** IF GRANTOR IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED. ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE GRANTOR.

## EXHIBIT "A"

SVP REF: SC \_\_\_\_\_

OVERHEAD ELECTRIC EASEMENT ACROSS:  
 INTEL CORPORATION  
 3600 JULIETTE LANE  
 SANTA CLARA, CALIFORNIA 95054  
 104-39-021 & 104-39-018  
 EASEMENT AREA: 21,400 SQ. FT. ±

**DESCRIPTION:**

A portion of Parcel 3, as shown on that certain map filed for record in the Office of the Recorder of the the County of Santa Clara (ORCSC) on October 12th, 1984 in Book 535 of Maps at Pages 29 and 30, located in the City of Santa Clara, County of Santa Clara, State of California, and described as follows:

**COMMENCING** at a monument located in the centerline Laurelwood Road as shown on Page 2 of this exhibit; thence South 62°18'15" West 301.40 feet along said centerline Laurelwood Road to a monument located at the centerline intersection of said Laurelwood Road and Juliette Lane; thence South 73°56'50" West 826.58 feet to a southeasterly corner of said Parcel 3 and the **POINT OF BEGINNING**; thence North 71°16'22" West 398.19 feet along the northerly right-of-way line of the Bayshore Freeway (U.S. Route 101) to a southwesterly corner of said Parcel 3, herein after known as Point "A"; thence North 00°50'11" East 56.09 feet along the westerly line of said Parcel 3; thence South 71°47'07" East 185.61 feet; thence South 68°07'10" East 216.25 feet to an easterly line of said Parcel 3; thence South 00°52'43" West 45.32 feet along said easterly line to the **POINT OF BEGINNING**.

**ALONG WITH:**

**COMMENCING** at Point "A"; thence North 72°01'49" West 41.86 feet along said northerly right-of-way to an easterly line of said Parcel 3 and the **POINT OF BEGINNING**; thence North 71°12'39" West 15.77 feet along said northerly right-of-way line to the easterly right-of-way line of San Tomas Aquino Creek; thence North 00°50'11" East 60.17 feet along said easterly right-of-way line of San Tomas Aquino Creek; thence South 69°50'59" East 15.90 feet to said easterly line of said Parcel 3; thence South 00°50'11" West 59.77 feet along said easterly line to the **POINT OF BEGINNING**.

**CONTAINING IN TOTAL:** 21,400 square feet, more or less.



REV: 0	DATE: 6/15/21	SCALE: N/A	BY: JRT	CHK: GHH	APP: JJC
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INTEL CORPORATION  
 APN: 104-39-021 & 104-39-018  
 3600 JULIETTE LANE  
 SANTA CLARA, CALIFORNIA 95054



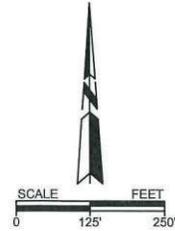
SHEET: 1 of 2

SVP REF: SC

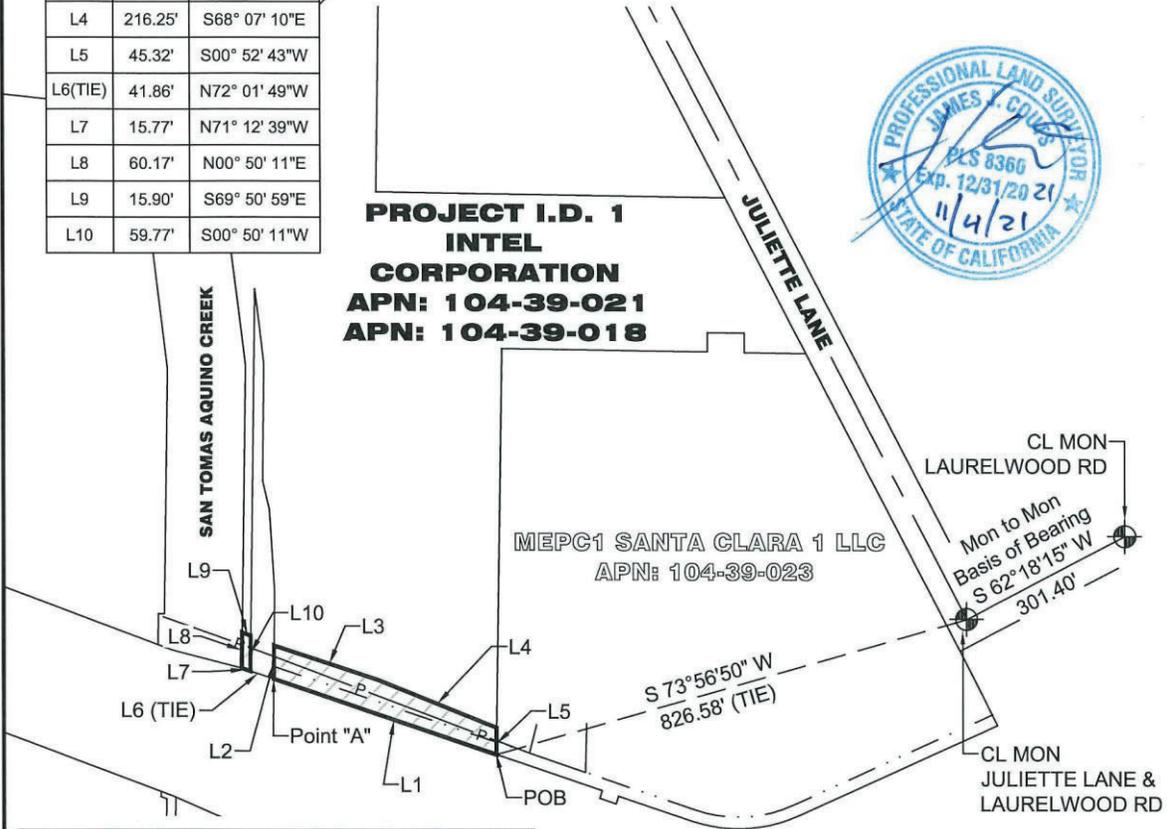
# EXHIBIT "A"

OVERHEAD ELECTRIC EASEMENT ACROSS:  
 INTEL CORPORATION  
 3600 JULIETTE LANE  
 SANTA CLARA, CALIFORNIA 95054  
 104-39-021 & 104-39-018  
 EASEMENT AREA: 21,400 SQ. FT. ±

Line Table		
Line #	Length	Direction
L1	398.19'	N71° 16' 22"W
L2	56.09'	N00° 50' 11"E
L3	185.61'	S71° 47' 07"E
L4	216.25'	S68° 07' 10"E
L5	45.32'	S00° 52' 43"W
L6(TIE)	41.86'	N72° 01' 49"W
L7	15.77'	N71° 12' 39"W
L8	60.17'	N00° 50' 11"E
L9	15.90'	S69° 50' 59"E
L10	59.77'	S00° 50' 11"W



**PROJECT I.D. 1**  
**INTEL CORPORATION**  
**APN: 104-39-021**  
**APN: 104-39-018**



LEGEND	
	EASEMENT AREA = 21,400 SQ. FT. ±
	ROADWAY PLATTED CENTERLINE
	POWERLINE REFERENCE LINE
	EXISTING EASEMENT LINE
	FOUND SURVEY MONUMENT

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV: 0 | DATE: 6-21-21 | SCALE: 1" = 250' | BY: JRT | CHK: GHH | APP: JJC

*Engineering with Distinction*  
**TECI ELECTRICAL CONSULTANTS, INC.**  
 SALT LAKE CITY, UTAH  
 860 West 700 South Woods Cross, UT 84087 (801) 292-9954

INTEL CORPORATION  
 APN: 104-39-021 & 104-39-018  
 3600 JULIETTE LANE  
 SANTA CLARA, CALIFORNIA 95054

**SILICON VALLEY POWER.**  
 CITY OF SANTA CLARA  
 SHEET: 2 of 2

**CALIFORNIA NOTARY ACKNOWLEDGMENT**

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 \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_ (name and title of officer), 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 she/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)

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property granted by Grant of Overhead Electric Easement and Agreement dated the \_\_\_\_ of \_\_\_\_\_, 20\_\_, from Intel Corporation, a Delaware corporation successor in interest by merger with Intel Corporation, a California Corporation (Grantor) to the City of Santa Clara, California, a chartered California municipal corporation (City), is hereby accepted by the undersigned officer on behalf of the City Council of the City pursuant to authority conferred by Resolution No. 5600 of the City Council of the City of Santa Clara adopted on the 28 day of May, 1991, and the Resolution Approving Purchase of Overhead Electric Easement, Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 20\_\_. The City, as Grantee, consents to recordation by its duly authorized officer, the City Clerk of the City of Santa Clara.

Re: APN 104-39-018  
APN 104-39-021

Dated: This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
City of Santa Clara

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

ATTEST: \_\_\_\_\_  
Nora Pimentel, MMC  
Assistant City Clerk  
City of Santa Clara

## Exhibit 2

Order Number: NCS-1082333-CC  
Page Number: 1



**First American Title Insurance Company**  
**National Commercial Services**  
1850 Mt. Diablo Blvd., Suite 530  
Walnut Creek, CA 94596

Alan A. Sozio  
Burke, Williams & Sorenson LLP  
444 South Flower Street , Suite #2400  
Los Angeles, CA 90071  
Phone: (213)236-0600

Customer Reference: 3600 Juliette Ln

Escrow Officer: Roni Sloan Loftin  
Phone: (925)927-2127  
Email: rsloan@firstam.com

Buyer: City of Santa Clara

Owner: Intel Corporation

Property: 3600 Juliette Ln, (APN: 104-39-021 & 104-39-018), Santa Clara, 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.**

*First American Title Insurance Company*

**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.

*First American Title Insurance Company*

Dated as of August 10, 2021 at 7:30 A.M.

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

ALTA Standard Owner Policy

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:

INTEL CORPORATION, A DELAWARE CORPORATION

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

Fee as to Parcel One, an Easement as to Parcels Two and Three

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. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
2. The terms and provisions contained in the document entitled "Agreement" recorded as [Book 32 of Miscellaneous Records, Page 540](#) .
3. An easement for drainage waters and incidental purposes in the document recorded November 17, 1919 in [Book 502 of Deeds, Page 66](#).  
  
The location of the easement cannot be determined from record information.
4. The terms, provisions and easement(s) contained in the document entitled "Agreement for Irrigation" recorded September 02, 1921 as [Book 538 of Deeds, Page 213](#) of Official Records.
5. The terms and provisions contained in the document entitled "Agreement" recorded August 31, 1923 as [Book 25, Page 359](#) of Official Records.
6. An easement for flood control and storm water drainage and incidental purposes, recorded May 23, 1962 as [Book 5585, Page 347](#) of Official Records.

In Favor of: Santa Clara County Flood Control and Water Conservation District  
Affects: as described therein

*First American Title Insurance Company*

7. An easement for ingress and egress and operation maintenance of San Tomas Aquino Creek and incidental purposes, recorded May 23, 1962 as [Book 5585, Page 363](#) of Official Records.  
  
In Favor of: Santa Clara County Flood Control and Water Conservation District, State of California  
Affects: as described therein
  
8. An easement for underground agricultural irrigation pipe line and incidental purposes, recorded May 28, 1968 as [Book 8138, Page 406](#) of Official Records.  
  
In Favor of: Siliconix Incorporated, a California corporation  
Affects: as described therein
  
9. An easement for underground public utilities, sewer, water, gas, electric and communications lines and incidental purposes, recorded December 19, 1968 as [Book 8375, Page 415](#) of Official Records.  
  
In Favor of: City of Santa Clara, a Municipal Corporation  
Affects: as described therein

A document entitled "A Resolution Ordering the Vacation of a Certain Portion of that General Purpose Easement Located West of Juliette Lane " recorded October 27, 1994 as [Book N648, Page 645](#), Instrument No. 12701768 of Official Records.

A document entitled "A Resolution Ordering the Vacation of a Certain Portion of that General Purpose Easement Located West of Juliette Lane" recorded November 02, 1994 as [Book N655, Page 393](#), Instrument No. 12706887 of Official Records.

10. An easement for installation, construction and maintenance of nitrogen gas lines and incidental purposes, recorded August 2, 1974 as [Book B023, Page 501](#), Instrument No. 4822421 of Official Records.  
  
In Favor of: Air Products and Chemicals, Inc., a Delaware corporation  
Affects: as described therein  
  
Said instrument was amended August 2, 1974 in [Book B023, Page 509](#), Instrument No. 4822422; November 30, 1976 in [Book C443, Page 7](#), Instrument No. 5484012; December 7, 1976 in [Book C459, Page 41](#), Instrument No. 5491070; March 19, 1979 in [Book E355, Page 550](#), Instrument No. 6317044; November 13, 1981 in [Book G448, Page 323](#), Instrument No. 7213512; and February 13, 1985 in [Book J244, Page 251](#), Instrument No. 8325513 all of Official Records.  
  
An assignment of Easements executed by Air Products and Chemicals, Inc., a Delaware corporation to Air Products, Incorporated, a Delaware corporation, recorded October 24, 1983 in [Book I008, Page 207](#), Instrument No. 7861356 of Official Records.  
  
An assignment of Easements executed by Air Products and Chemicals, Inc., a Delaware corporation to Air Products Manufacturing Corporation, a Delaware corporation, recorded February 7, 1984 in [Book I291, Page 296](#), Instrument No. 7971008, and re-recorded April 3, 1984 in [Book I429, Page 384](#), Instrument No. 8023910 both of Official Records.  
  
Said instrument is affected by a Release of Pipeline Right of Way Grant and Easement recorded June 9, 1998 as Instrument No. [14224802](#) of Official Records. Said document partially releases said easement.

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11. An easement for pipeline for the transmission of nitrogen gas and incidental purposes, recorded May 04, 1977 as [Book C795, Page 257](#), Instrument No. 5633727 of Official Records.  
  
In Favor of: Air Products and Chemicals, Inc., a Delaware corporation  
Affects: as described therein
12. An easement for water distribution lines, pipes and incidental purposes, recorded December 30, 1977 as [Book D380, Page 25](#), Instrument No. 5889143 of Official Records.  
  
In Favor of: City of Santa Clara, California, a Municipal corporation  
Affects: as described therein
13. An easement for flood control and/or storm water drainage and incidental purposes, recorded December 30, 1977 as [Book D380, Page 31](#), Instrument No. 5889144 of Official Records.  
  
In Favor of: Santa Clara Valley Water District, a public corporation  
Affects: as described therein
14. An easement for public utilities and incidental purposes, recorded March 26, 1980 as [Book F227, Page 406](#), Instrument No. 6686443 of Official Records.  
  
In Favor of: City of Santa Clara, California, a Municipal corporation  
Affects: as described therein
15. Abutter's rights of ingress and egress to or from Bayshore Freeway have been relinquished in the document recorded December 04, 1980 as [Book F770, Page 60](#), Instrument No. 6918246 of Official Records.
16. Abutter's rights of ingress and egress to or from Bayshore Freeway have been relinquished in the document recorded December 15, 1981 as [Book G500, Page 421](#), Instrument No. 7236241 of Official Records.
17. An easement for underground public utilities and incidental purposes, recorded December 15, 1981 as [Book G500, Page 421](#), Instrument No. 7236241 of Official Records.  
  
In Favor of: The State of California  
Affects: as described therein
18. An easement shown or dedicated on the map of Parcel Map recorded October 12, 1984 and on file in [Book 535, Page 29](#), of Maps.  
For: private ingress and egress (P.I.E.E.), private sanitary sewer (P.S.S.E.), water line (W.L.E.) and incidental purposes.
19. An easement for avigation easement and incidental purposes, recorded February 21, 1986 as [Book J610, Page 338](#), Instrument No. 8697051 of Official Records.  
  
In Favor of: City of San Jose, a Municipal corporation  
Affects: as described therein

*First American Title Insurance Company*

20. An easement for private ingress and egress, private sanitary sewer, water line and incidental purposes, recorded September 09, 1988 as [Book K674, Page 2078](#), Instrument No. 9829807 of Official Records.  
  
In Favor of: Maskatiya, Suri & Company, Inc., a California Corporation and Regency Plaza Office Building One, Inc., a Delaware corporation  
Affects: as described therein
21. The terms and provisions contained in the document entitled "Easement Agreement" recorded November 20, 1989 as [Book L171, Page 1199](#), Instrument No. 10333021 of Official Records.
22. An easement for overhead electric utility easement and incidental purposes, recorded July 17, 1995 as [Book N921, Page 183](#), Instrument No. 12948704 of Official Records.  
  
In Favor of: City of Santa Clara, California, a chartered municipal corporation  
Affects: as described therein
23. An easement for underground electric utility easement and incidental purposes, recorded July 17, 1995 as [Book N921, Page 189](#), Instrument No. 12948705 of Official Records.  
  
In Favor of: City of Santa Clara, California, a chartered municipal corporation  
Affects: as described therein
24. An easement for storm sewer easement and incidental purposes, recorded July 25, 1995 as [Book N934, Page 262](#), Instrument No. 12962160 of Official Records.  
  
In Favor of: Regency Plaza Office Building 3, Inc., a Delaware corporation  
Affects: as described therein
25. The effect of a document entitled "Notice of Lot Line Adjustment", recorded April 30, 1997 as Instrument No. [13689881](#) of Official Records.  
  
Deeds to perfect said Lot Line Adjustment were never recorded.
26. The terms, provisions and easement(s) contained in the document entitled "Street Encroachment License" recorded February 03, 1998 as Instrument No. [14038727](#) of Official Records.
27. The terms, provisions and easement(s) contained in the document entitled "Grant of Easement" recorded June 09, 1998 as Instrument No. [14224803](#) of Official Records.
28. The terms, provisions and easement(s) contained in the document entitled "Agreement for an Exclusive Substation Easement and a Nonexclusive Access Easement by and between The City of Santa Clara, California and Intel Corporation" recorded March 18, 1999 as Instrument No. [14711522](#) of Official Records.
29. An easement for sidewalk and public utility and incidental purposes, recorded January 20, 2005 as Instrument No. [18197024](#) of Official Records.  
  
In Favor of: The City of Santa Clara, California, a chartered municipal corporation  
Affects: as described therein

*First American Title Insurance Company*

30. A financing statement recorded January 09, 2013 as Instrument No. [22041676](#) Intel Santa Clara (SC12).  
  
Debtor: Solarcity Corporation  
Secured party: of Official Records
  
31. A financing statement recorded January 10, 2018 as Instrument No. [23846744](#) of Official Records.  
Debtor: Intel Santa Clara (SC12)  
Secured party: Solarcity Corporation
  
32. We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
  
33. Water rights, claims or title to water, whether or not shown by the public records.
  
34. Rights of parties in possession.

*First American Title Insurance Company*

<b>INFORMATIONAL NOTES</b>
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**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. Taxes for proration purposes only for the fiscal year 2020-2021.
 

First Installment:	\$881,775.64, PAID
Second Installment:	\$881,775.64, PAID
Tax Rate Area:	007-014
APN:	104-39-021

(Affects a portion of the herein described lands)
  
2. Taxes for proration purposes only for the fiscal year 2020-2021.
 

First Installment:	\$8,101.25, PAID
Second Installment:	\$8,101.25, PAID
Tax Rate Area:	007-014
APN:	104-39-018

(Affects a portion of the herein described lands)
  
3. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 3600 Juliette Lane, Santa Clara, California.
  
4. 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
  
5. If 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.
  
6. 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.

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- 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.

*First American Title Insurance Company*

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.

*First American Title Insurance Company*

**LEGAL DESCRIPTION**

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

PARCEL ONE:

PARCEL 3, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING ALL OF PARCEL 2, AS SHOWN ON THAT CERTAIN MAP RECORDED IN [BOOK 514 OF MAPS AT PAGE 37](#), SANTA CLARA COUNTY TOGETHER WITH A PORTION OF THE LANDS OF WILLIAM B. WESTON RECORDED IN [BOOK 502 AT PAGE 64](#), [BOOK 1323 AT PAGE 144](#), AND [BOOK 4106 AT PAGE 103](#), SANTA CLARA RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON OCTOBER 12, 1984 IN [BOOK 535 OF MAPS, AT PAGES 29 AND 30](#).

PARCEL TWO:

AN EASEMENT FOR PRIVATE INGRESS AND EGRESS, PRIVATE SANITARY SEWERS AND WATER LINES OVER ALL THAT PORTION OF PARCEL 1, AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, ON OCTOBER 12, 1984, IN [BOOK 535 OF MAPS, PAGES 29 AND 30](#), DESIGNATED THEREON AS P.I.E.E., P.S.S.E. AND W.L.E.

PARCEL THREE:

AN EASEMENT FOR STORM DRAINAGE PURPOSES OVER THAT CERTAIN PARCEL OF LAND LYING BETWEEN THE WESTERLY LINE OF THE FIRST DESCRIBED PARCEL AND THE EASTERLY LINE OF THE 90 FOOT RIGHT OF WAY OF THE SANTA CLARA COUNTY FLOOD CONTROL AND CONSERVATION DISTRICT, AS SHOWN ON THE RECORD OF SURVEY, RECORDED APRIL 17, 1972 IN [BOOK 145, PAGES 40 THROUGH 49](#) OF MAPS, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA.

APN: 104-39-018 and 104-39-021

*First American Title Insurance Company*

**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

*First American Title Insurance Company*

## 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.

*First American Title Insurance Company*

**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.

<b>Your Deductible Amount</b>	<b>Our Maximum Dollar Limit of Liability</b>
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:

*First American Title Insurance Company*

- (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

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- 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**

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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.

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