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**GRANT OF RECIPROCAL EASEMENTS
AND MAINTENANCE AGREEMENT**

This Grant of Reciprocal Easements and Maintenance Agreement (the "Agreement") is made as of this 29 day of June, 1999 by CAPITOL AUTO MALL PLAZA LLC, a California limited liability company ("CAMP"), EAST SIDE UNION HIGH SCHOOL DISTRICT, CAMPBELL UNION HIGH SCHOOL DISTRICT, SANTA CLARA UNIFIED SCHOOL DISTRICT, MILPITAS UNIFIED SCHOOL DISTRICT, SAN JOSE UNIFIED SCHOOL DISTRICT, and the LOS GATOS-SARATOGA JOINT UNION HIGH SCHOOL DISTRICT, acting through their agent, METROPOLITAN EDUCATION DISTRICT, a joint powers agency created pursuant to statutory authority formerly known as the Central Santa Clara County Regional Occupation Agency, pursuant to a Joint Powers Agreement, dated July 1, 1983, and the COUNTY OF SANTA CLARA.

RECITALS

A. The East Side Union High School District, Campbell Union High School District, Santa Clara Unified School District, Milpitas Unified School District, San Jose Unified School District, and the Los Gatos-Saratoga Joint Union High School District, acting through their agent, Metropolitan Education District, a joint powers agency created pursuant to statutory authority and formerly known as the Central Santa Clara County Regional Occupation Agency, pursuant to a Joint Powers Agreement, dated July 1, 1983 (collectively, the "District"), and the County of Santa Clara (the "County", and together with the District, the "Owners") are the owners of certain real property located at the intersection of Capitol Expressway Auto Mall and Guadalupe Freeway, in the City of San Jose, County of Santa Clara, State of California, more particularly described on Exhibit A attached hereto (the "Property"). The District is also the owner of certain real property adjacent to the Property, as more particularly described on Exhibit B attached hereto (the "Adjacent Property").

B. CAMP is the lessee of the Property under the terms and conditions of that certain Lease Agreement by and between Owners, as lessor, and CAMP, as lessee, dated as of November 5, 1996, as the same may be amended from time to time (the "Ground Lease").

C. Subject to the terms and conditions of this Agreement, CAMP intends to sublease each of the individual lots shown on the Parcel Map (each a "Lot") to sublessees (each a

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"Sublessee") on the terms and conditions set forth in the various sublease agreements between CAMP and the Sublessees.

D. CAMP intends by this Agreement, and, by this Agreement, Owners have agreed to permit CAMP, to impose reciprocal access, parking, utility and drainage easements with respect to the Property and to provide for the maintenance of certain improvements to the Property during the term of the Ground Lease or any extension thereof.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CAMP and Owners hereby declare that during the term of this Agreement, as set forth in Section 12.11 hereof, the Property shall be leased, mortgaged, encumbered, rented, developed, improved, conveyed, graded, landscaped, maintained, repaired, occupied and used subject to the provisions set forth in this Agreement, each and all of which (i) are hereby expressly imposed upon and against each Lot as mutual, beneficial and equitable servitudes in favor of and for the mutual use and benefit of the other Lots, CAMP and its successors and assigns, the Sublessees and all subsequent Sublessees of any Lot or any part thereof and their successors and assigns, the sub-sublessees of any Sublessee of any Lot or any part thereof and their successors and assigns, the Owners and all subsequent owners of the Lots or any part thereof, and any holder of an encumbrance against the Property or any part thereof or any leasehold interest in the Property or any part thereof (all such persons collectively, the "REA Parties") (ii) are hereby expressly declared to be binding upon the Property and the REA Parties, and (iii) shall run with the land and each and every part thereof, inuring to the benefit of and being a burden upon the Property and shall bind the respective Lots and the REA Parties. Upon recordation of this Agreement, any conveyance, transfer, sale, mortgage, deed of trust, hypothecation, assignment, lease or sublease made by any of the REA Parties with respect to the Property or any of the Lots shall be and hereby is deemed to incorporate by reference the provisions of this Agreement, as the same may from time to time be amended.

The covenants contained herein shall be covenants running with the land pursuant to applicable law, including, but not limited to, Section 1468 of the California Civil Code.

IN CONSIDERATION OF THE FOREGOING, CAMP declares as follows:

ARTICLE 1. DEFINITIONS

1.1. "Access" shall mean and be deemed to include and permit the following:

(a) The movement of pedestrian, bicycle, and vehicular traffic of CAMP, Owner and each of the Sublessees and their respective heirs, successors, assigns, grantees, mortgagees, tenants, subtenants, licensees and concessionaires, and the officers, directors, agents, employees, customers, visitors and licensees and invitees of any of them (hereinafter collectively called "permitted users");

(b) The ingress and egress of permitted users and the vehicles thereof;

(c) The ingress and egress of delivery and service trucks and vehicles to and from the Lots for the delivery of goods, wares or merchandise and the rendition of services to the Sublessees and their respective permitted users which delivery and services shall take place only within the boundaries of a Lot and not on the Roadways except as otherwise provided herein.

1.2. **"Common Utility Facilities"** shall mean underground and above ground public utilities located in the Utility Easement Area, including without limitation gas lines, water lines, fire protection systems, electrical lines, and telephone and telecommunications lines, together with and including vaults, manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits and related facilities, utility facilities for drainage, storm sewers, detention/retention facilities, and pumping facilities, fire hydrants or other fire protection installations (including those between the Lots and the lines or facilities of the governmental body or public utility providing storm drainage and fire protection), private sanitary sewers and private storm sewers, and traffic control equipment including, without limitation, signals, directional signs, traffic islands, and traffic light facilities.

1.3. **"Cross Access Easement Area"** shall mean the area designated as Private Access Easement which runs in an East - West direction located in the rear of Lot 2, the parking areas of which are exclusively for the use and benefit of Lot 2 and its heirs, successors, assigns, grantees, mortgagees, tenants, subtenants, licensees and concessionaires, and the officers, directors, agents, employees, customers, visitors and licensees and invitees of the Sublessee of Lot 2.

1.4. **"Eastern Access Road"** shall mean the access road, together with all curbs, gutters, sidewalks and similar improvements, installed on the portions of Lot 1 and Lot 2 designated on the Parcel Map as Private Access Easement within which the common property line of Lots 1 and 2 is located (such area the "Eastern Access Road Easement Area").

1.5. **"Eastern Access Road Improvements"** shall mean the Eastern Access Road, the Eastern Access Road Landscaping, and the Eastern Access Road Lighting.

1.6. **"Eastern Access Road Landscaping"** shall mean all landscaping, planting, trees, shrubbery, grass, railings, benches, planters, and similar improvements installed or located within the Eastern Access Road Easement Area by or at the direction of CAMP.

1.7. **"Eastern Access Road Lighting"** shall mean any light poles or fixtures installed by or at the direction of CAMP in the Eastern Access Road.

1.8. **"Individual Lot Utilities"** shall mean all utility facilities located on the Property which are not part of the Common Utility Facilities because either (i) such facilities lie outside of the Utility Easement Area and service only one Lot, or (ii) such facilities lie within the Utility Easement Area and service only one Lot.

1.9. **"Parcel Map"** shall mean the Parcel Map recorded as File No. 14567559 in Book 711 of Maps, Pages 31-33 on December 23, 1998, in the Official Records of the Santa

Clara County Recorder, subdividing and describing Lots 1, 2, 3, 4, and 5 .

1.10. **"Tower Sign"** shall mean the tower sign, if any, identifying the businesses conducted on the Property installed by or at the direction of CAMP in accordance with the terms and conditions of the Ground Lease.

1.11. **"Roadways"** shall mean the Western Access Road Easement Area, the Eastern Access Road Easement Area, and other areas designated on the Parcel Map as Private Access Easements, except the area designated as Private Access Easement which runs in an East - West direction located in the rear of Lot 2, provided that "Roadways" shall include the area of overlap in which: (1) the Private Access Easement which runs in an East - West direction located in the rear of Lot 2 overlaps with (2) the Eastern Access Road Easement Area.

1.12. **"Shared Expenses"** shall mean (i) all costs and expenses incurred by CAMP in (X) installing, operating, maintaining, inspecting, protecting, repairing and replacing the Shared Improvements, (Y) reasonable management fees of CAMP for all activities contemplated to be performed by CAMP hereunder, including, supervision of construction of the Shared Improvements and the Sublessee's Improvements, as hereinafter defined, and the administration of the Subleases, (Z) performing all other operation or maintenance obligations with respect to the Shared Improvements as may be required of CAMP by this Agreement, the Ground Lease, or the P.D. Permit, and (ii) the amount necessary to reimburse the Sublessee on whose Lot the Tower Signs are located for the amount of electrical wattage being drawn by the Tower Signs times the actual charge for electricity being paid by such Sublessee and the costs of calculating such amount, including, without limitation, the installation and maintenance of a separate meter if in CAMP's reasonable discretion such amount cannot be properly calculated without such meter. Notwithstanding the foregoing, in no event shall Shared Expenses include any obligation, expense or amount which is determined to be or specifically assessable to any particular legal lot comprising less than all of the Property .

1.13. **"Shared Improvements"** shall mean all improvements installed or constructed by or at the direction of CAMP intended to be used in common by and reasonably beneficial to all the Sublessees including, without limitation, the Western Access Road Improvements, the Eastern Access Road Improvements, the Common Utility Facilities, and the Tower Signs.

1.14. **"Sublessee Landscaping"** shall mean all landscaping, planting, trees, shrubbery, grass, railings, benches, planters, and similar improvements installed or located on each of the Lots by or at the direction of each Sublessee.

1.15. **"Utility Easement Area"** shall mean the areas designated as public service easement, private sanitary sewer easement, private storm drainage easement or traffic signal equipment easement on the Parcel Map, and those two (2) public service easements more particularly described and depicted on **Exhibit D**, attached hereto.

1.16. **"Western Access Road"** shall mean the access road, together with all curbs, gutters, sidewalks and similar improvements, installed on the portions of Lot 3 and Lot 5

designated on the Parcel Map as Private Access Easement within which the common property line of Lots 3 and 5 is located (such area the "Western Access Road Easement Area").

1.17. "Western Access Road Gate" shall mean the gate installed at the end of the Western Access Road which provides access to the Adjacent Property.

1.18. "Western Access Road Improvements" shall mean the Western Access Road, Western Access Road Gate, the Western Access Road Landscaping, and the Western Access Road Lighting.

1.19. "Western Access Road Landscaping" shall mean all landscaping, planting, trees, shrubbery, grass, railings, benches, planters, and similar improvements installed or located within the Western Access Road Easement Area by or at the direction of CAMP.

1.20. "Western Access Road Lighting" shall mean any light poles or fixtures installed by or at the direction of CAMP in the Western Access Road.

ARTICLE 2. GRANT OF EASEMENTS

2.1. Western Access Road Easement for Sublessees. CAMP hereby reserves for itself and CAMP and Owner hereby grant to each Sublessee for the benefit of each Sublessee and their respective tenants, subtenants, licensees, concessionaires, employees, agents, contractors, visitors and invitees, and the employees, contractors, customers and invitees of such tenants and subtenants, reciprocal non-exclusive easements appurtenant to each Lot for Access on the Western Access Road Easement Area.

2.2. Western Access Road Easement for Owner. CAMP and Owners hereby grant to Owner for the benefit of Owner and its employees, agents, contractors, visitors and invitees a non-exclusive easement over the Western Access Road and for the use of the Western Access Road Gate appurtenant to the Adjacent Property for Access, including, the passage of school buses.

2.3. Eastern Access Road Easement. CAMP hereby reserves for itself and CAMP and Owner hereby grant to each Sublessee for the benefit of each Sublessee and their respective tenants, subtenants, licensees, concessionaires, employees, agents, contractors, visitors and invitees, and the employees, contractors, customers and invitees of such tenants and subtenants, reciprocal non-exclusive easements appurtenant to each Lot for Access on the Eastern Access Road Easement Area.

2.4. Western Access Road Improvements. CAMP hereby reserves for itself and CAMP and Owner hereby grant to each Sublessee for the benefit of each Sublessee and CAMP and their respective tenants, subtenants, licensees, concessionaires, employees, agents, contractors, visitors and invitees, and the employees, contractors, customers and invitees of such tenants and subtenants, the nonexclusive and perpetual right and reciprocal easement to install, maintain, repair, and replace the Western Access Road Improvements located within the Western

Access Road Easement Area as required by the P.D. Permit issued by the City of San Jose pursuant to Application number PD-C-96-04-015 dated September 26, 1996 (the "P.D. Permit"), together with such temporary access easements as are reasonably necessary to permit the foregoing activities.

2.5. Eastern Access Road Improvements. CAMP hereby reserves for itself and CAMP and Owner hereby grant to each Sublessee for the benefit of each Sublessee and CAMP and their respective tenants, subtenants, licensees, concessionaires, employees, agents, contractors, visitors and invitees, and the employees, contractors, customers and invitees of such tenants and subtenants, the nonexclusive and perpetual right and reciprocal easement to install, maintain, repair, and replace the Eastern Access Road Improvements located within the Eastern Access Road Easement Area as required the P.D. Permit, together with such temporary access easements as are reasonably necessary to permit the foregoing activities.

2.6. Cross Access Easements. CAMP hereby reserves for itself and CAMP and Owner hereby grant to each Sublessee for the benefit of each Sublessee and CAMP and their respective tenants, subtenants, licensees, concessionaires, employees, agents, contractors, visitors and invitees, and the employees, contractors, customers and invitees of such tenants and subtenants, the nonexclusive and perpetual right and reciprocal easement for ingress and egress and the movement of pedestrians, bicycles and vehicles of permitted users across Roadways, the Cross Access Easement Area and the other paved driveways, sidewalks, and the passageways and aisles in the parking areas (which are not otherwise utilized for parking) of Lot 1, Lot 2, and Lot 3 of the Parcel Map. Notwithstanding anything herein to the contrary, the Sublessee of Lot 2 shall be permitted to locate parking spaces to be used exclusively for parking by customers of Lot 2 within the Cross Access Easement Area provided that the location of such parking spaces shall be reasonably acceptable to CAMP to permit reasonable Access through the Cross Access Easement Area.

2.7. Installation and Maintenance of Utilities. CAMP hereby reserves for itself and CAMP and Owner hereby grant to each Sublessee for the benefit of each Sublessee and their respective tenants and subtenants, the nonexclusive and perpetual right and reciprocal easement to install, maintain, repair, and replace the Common Utility Facilities, under, within and upon the Utility Easement Area, together with such temporary construction and access easements as are reasonably necessary to permit the foregoing activities.

2.8. Use of Utilities. CAMP hereby reserves for itself and CAMP and Owner hereby grant to each Sublessee for the benefit of each Sublessee and their respective tenants and subtenants, the nonexclusive and perpetual right and reciprocal easement to use the Common Utility Facilities, under, within and upon the Utility Easement Area, together with such temporary access easements as are reasonably necessary to permit the foregoing activities. CAMP and Owner hereby grant to each Sublessee for the benefit of each Sublessee and their respective tenants and subtenants, a private, nonexclusive and perpetual right to have utilities installed and maintained in such portions of a Lot (each such location, a "private utility easement") as are reasonably approved by CAMP as being required by the utility company to provide service for the use and operation of the Lot provided that any and all costs, expenses, and

fees incurred in connection with the construction, installation and maintenance of such private utilities shall be borne solely by the Lot serviced by such private utilities.

2.9. Tower Signs. CAMP hereby reserves for itself for the benefit of each Sublessee and CAMP and their respective tenants, subtenants, licensees, concessionaires, employees, agents, contractors, visitors and invitees, and the employees, contractors, customers and invitees of such tenants and subtenants, the nonexclusive and perpetual right and reciprocal easement to install, maintain, repair, and replace the Tower Signs, including, without limitation, the right to dedicated utility hook-ups from the power source on the Sublessee's Lot on which the Tower Signs are located as required for the Tower Signs together with such temporary access easements as are reasonably necessary to permit the foregoing activities. The Tower Signs shall be installed in locations to be determined by CAMP and reasonably acceptable to the Sublessees on whose Lots the Tower Sign are located.

2.10. Right of Relocation. During the Term of this Agreement, CAMP shall reasonably consider a request of a Sublessee for the relocation of a private utility easement, public service easement, private storm drainage easement, private sanitary sewer easement, and public access easement affecting or Common Utility Facility or Individual Lot Utilities located on such Sublessee's Lot, provided that CAMP's consent to any such relocation shall be subject to receipt of consent from Owners and all parties benefiting from such easement, and, provided further, that the party requesting such relocation shall be responsible for the cost of the relocation and the reasonable costs of the other parties incurred as a result of such relocation.

ARTICLE 3. CONSTRUCTION OF IMPROVEMENTS

3.1. Initial Development of the Property. During the construction of the initial improvements on each Lot and development of the Property (the "Initial Construction Period"), each Sublessee shall cooperate with CAMP and CAMP's construction site manager ("CAMP's Site Manager") to minimize interference by the construction of the improvements on such Sublessee's Lot with the construction of the Shared Improvements and the construction on the other Sublessee's Lots. The cooperation shall include, without limitation, taking reasonable directions from CAMP and CAMP's Site Manager regarding staging, hours of construction and delivery, loading and unloading areas, and refuse removal.

3.2. Construction by Sublessees. After the Initial Construction Period, to the extent the construction, installation, or maintenance of any alterations or improvements are permitted or required under the Sublease or this Agreement, each Sublessee shall comply with all Rules and Regulation concerning construction, installation, or maintenance of alterations or improvements (collectively "Sublessee Construction") and shall cooperate with CAMP and CAMP's Site Manager, if any, to minimize interference by such construction, installation or maintenance of the alterations or improvements to such Sublessee's Lot with the operation of the Shared Improvements and the other Sublessee's Lots.

The following requirements shall apply to any dirt, earth, gravel or other like materials (but not including rocks or boulders used for structural fill or landscaping soil) (collectively

"soil") being imported to or exported from the Premises in connection with any Sublessee Construction: (i) each Sublessee shall be responsible for causing the appropriate sampling and analysis to be conducted prior to any soil being moved; (ii) each Sublessee or its contractor shall notify Sublessor in writing describing the proposed source or destination of the soil and the testing protocol and agency to be used, and shall be subject to Sublessor's reasonable approval; (iii) the sampling and analysis shall meet or, if warranted, exceed the following minimum requirements: random sampling shall be conducted at least every 250 cubic yards, no more than four of those samples may be composited into one sample which shall be analyzed for the following (one analysis per 1000 cubic yards of soil, which frequency may vary depending on prior uses): (A) volatile organic compounds by EPA Method 8260; (b) CAM 17 Metals by EPA Method 6000/7000 series; and extractable Petroleum Hydrocarbons by EPA Method 8015M for diesel and motor oil with silica gel cleanup (provide chromatograms if there are detections); and (iv) Sublessor shall be provided with a written report for its approval containing the data described above, and an assessment of whether or not the soil is acceptable for the intended use. No soil shall be imported onto the Property unless the report indicates that the soil is acceptable for its intended use, and no soil shall be exported from the Property unless the report indicates that the proposed disposal site is properly licensed and otherwise acceptable for disposal of the soil.

ARTICLE 4. USE OF SHARED IMPROVEMENTS

4.1. General. The Shared Improvements shall be used in compliance with all applicable laws including, without limitation, all laws relating to environmental matters, and in compliance with any and all reasonable rules and regulations promulgated pursuant to Section 4.3 (the "Rules and Regulations"). All activities permitted on, within, or with respect to the Shared Improvements shall be performed with reason and judgment so as not to create a nuisance or to unreasonably interfere with other uses of the Shared Improvements or the Property.

4.2. Roadway Restrictions. The Roadways shall be used for Access and for no other purposes except those specifically described herein, without the prior written consent of CAMP so long as CAMP is the lessee under the Ground Lease and shall be used in accordance with the Rules and Regulations. The Roadways shall not be used for parking. The Roadways shall not be used for loading or unloading of trucks or vehicles except as specifically provided herein or in the Rules and Regulations, provided however, that the Rules and Regulations shall not permit loading or unloading of trucks or vehicles in the Roadway in any manner which would unreasonably interfere with the rights of any other permitted users of the Roadway.

4.3. Rules and Regulations. CAMP may make, and in such event shall act reasonably to attempt to enforce or cause to be enforced, reasonable Rules and Regulations of general application for the supervision, control and use of the Shared Improvements, the Roadways, and the Property. Such Rules and Regulations shall apply to all Lots, and each Sublessee of a Lot shall be obligated to enforce such Rules and Regulations in a manner consistent with this Agreement. If the Rules and Regulations require the expenditure of funds (i.e., hiring of a person to perform traffic control for traffic generated by one Lot) which is required solely because of the

use and operation of, or amount of traffic generated by, one or more Lots, such Lot or Lots as the case may be, shall be solely obligated to pay such expenses. The Rules and Regulations may specifically provide that loading and unloading in the Roadways may be conducted only during certain non-business hours to the extent such limitation is necessary, in CAMP's sole discretion, to prevent stacking of vehicles in the Roadways.

ARTICLE 5. SUBLESSEE LANDSCAPING AND LIGHTING

5.1. Duty to Install and Maintain. Each Sublessee is obligated to install and maintain landscaping and lighting (the "Sublessee Landscaping") within the landscaping or lighting areas of its Lot, as designated by the P.D. Permit, in accordance with the terms of this Agreement and the P.D. Permit. So long as CAMP is the lessee under the Ground Lease, all plans and specifications for Sublessee Landscaping shall be approved by CAMP prior to any installation or change or modification to installed Sublessee Landscaping, which approval shall not be unreasonably withheld, delayed or conditioned. CAMP may, from time to time, in its sole discretion, establish reasonable guidelines and rules and regulations concerning the submission of plans and specifications and the approval process.

5.2. Approval Process. CAMP shall receive, and reasonably review and approve all Sublessee Landscaping plans and specifications submitted by a Sublessee in the manner and within the time periods reasonably established by CAMP. CAMP may reasonably condition approval of any submission. Any disapproval shall be accompanied by a statement setting forth the reasons for such disapproval in reasonable detail and, if applicable, specifying the corrective steps that if implemented by Sublessee would result in an approval.

ARTICLE 6. MAINTENANCE

6.1. Sublessee's Duties. Each Sublessee shall keep, maintain, repair, manage and operate their respective Lots, and all buildings and improvements located thereon (except Shared Improvements), including, without limitation, the Sublessee Landscaping, Individual Utility Facilities, all signs other than Tower Signs, and all lighting (the "Sublessee's Improvements"), whether occupied or unoccupied, in compliance with all applicable laws and in good and clean graffiti free order, operation, condition and repair in conformity with first-class standards, in such a manner as to establish, maintain and present, at all times, the appearance of a clean, well-painted, well-managed, attractive, and well-coordinated operation. Sublessee shall bear all costs and expenses incurred in connection with the operation, maintenance, repair, and management (such activities, the "Sublessee's Maintenance Obligations") of the Sublessee's Improvements. Except as otherwise specifically set forth in the Sublease for each lot, Sublessee shall maintain normal and customary business hours for a similar business of like kind.

6.2. CAMP's Duties. CAMP shall install, maintain, repair, replace, rearrange and reconstruct the Shared Improvements from time to time, in such manner, and at such times, as determined by CAMP in its reasonable discretion and shall perform all other installation,

maintenance obligations related to the Shared Improvements as may be required of CAMP by the Ground Lease or the P.D. Permit.

6.3. Sublessees' Cooperation. Each Sublessee agrees that it will cooperate in all reasonable respects to facilitate the maintenance and operation of the Shared Improvements located on its Lot for the benefit of the other Lots. CAMP and each Sublessee shall use reasonable efforts to cause maintenance and repairs of the Shared Improvements and Lots to be conducted in a manner to minimize interference with the use and operation of the Shared Improvements and the other Sublessees' Lots. Each party performing maintenance and repairs pursuant to this Section 6 shall be obligated to promptly repair any damage caused to the Shared Improvements or the Property, as appropriate, after completion of such maintenance and repairs.

ARTICLE 7. PAYMENT OF EXPENSES

7.1. Expenses. Each Sublessee of any Lot or part thereof as of the commencement date of a sublease therefor, whether or not it shall be so expressed in such sublease, covenants and agrees to pay its proportionate share of the Shared Expenses. Each Sublessee's share of the Shared Expenses (the "Proportionate Share") shall be an amount equal to the product obtained by multiplying the total Shared Expenses by a fraction, the numerator of which is the square footage of the Sublessee's Lot and the denominator of which is the square footage of the Property.

7.2. Sublessee's Payment of Proportionate Share of Shared Expenses. Each calendar year, or such other annual accounting period as CAMP shall utilize from time to time, CAMP shall prepare and deliver to Sublessee's a written estimate of the Shared Expenses payable during the coming year. Each Sublessee shall pay its Proportionate Share of such estimated amount to CAMP in equal monthly installments. Within ninety (90) days after the end of each calendar year, or such other annual accounting period as CAMP shall utilize from time to time, CAMP shall furnish to Sublessee a statement showing in reasonable detail the actual Shared Expenses incurred during the year then ended, and Sublessee shall pay to CAMP Sublessee's Proportionate Share of the Shared Expenses in excess of the payments made by Sublessee within thirty (30) days of receipt of such statement. In the event that the payments made by Sublessee exceed Sublessee's Proportionate Share of the Shared Expenses, the amount of any such excess shall be credited by CAMP to installments of Sublessee's Proportionate Share next due and owing; provided, however, that, if the lease term of a sublease has expired, CAMP shall accompany said statement with the amount due to Sublessee. Notwithstanding the foregoing, CAMP shall have the right to submit statements to Sublessee for unbudgeted Shared Expenses incurred on an emergency or extraordinary basis, and Sublessee shall remit payment on such statements for its Proportionate Share of such Shared Expenses within thirty (30) days of receipt of same. In the event the Master Lease is terminated, Owner agrees to perform the obligations of CAMP hereunder but only to the extent that the Subtenants agree to and pay 100% of the Shared Expenses. In the event and to the extent any Sublessee shall pay more than its proportionate share of Shared Expenses, such Subtenant shall have a right of contractual indemnity against any non-paying Subtenant.

7.3. Calculation of a Sublessee's Proportionate Share. The Proportionate Share for each lot is as follows:

LOT	PROPORTIONATE SHARE
1	.174739
2	.155291
3	.184469
4	.236118
5	.249383

7.4. Personal Obligation of Sublessee. Each installment of Sublessee's Proportionate Share (each such installment, an "Installment"), together with such collection costs and attorneys' fees, shall also be the personal obligation of the Sublessee of such Lot at the time when the Installment becomes due and payable. The personal obligation shall pass to successors in title of a Sublessee whether or not such obligation is expressly assumed by such successors. No Sublessee, tenant, lessee, mortgagee or beneficiary may be relieved from the obligation to pay any Installments by waiving the use or enjoyment of all or any portion of the Shared Improvements or by abandoning some or all of its Lot.

7.5. Remedies for Sublessee's Failure to Pay and Other Defaults. If any Sublessee fails or refuses at any time to pay its Proportionate Share or other sums due hereunder when due, then, after written demand and failure to pay within ten (10) business days after receipt of such demand, legal action may be instituted by CAMP, and/or any Sublessee against the defaulting Sublessee for reimbursement, plus interest at the lesser of (i) two (2) percentage points over the then current prime rate of interest as announced by the Bank of America, N.T. & S.A. main office, San Francisco, California, or (ii) the maximum rate permitted by law (the "Default Rate"). If any Sublessee defaults under this Agreement, CAMP or any other Sublessee may institute legal action against the defaulting Sublessee for specific performance, declaratory relief, damages or other available remedy. In addition to recovery of the sum or sums expended on behalf of the defaulting Sublessee, CAMP or the prevailing Sublessee shall be entitled to receive from the defaulting Sublessee such amount as the court may adjudge to be reasonable attorneys' fees, including without limitation, attorneys' fees incurred in executing upon any judgment.

7.6. Sublessee's Failure to Perform Obligations. If a Sublessee (the "Non-Performing Sublessee") fails to pay any sum or to perform any obligation under this Agreement, including, without limitation, the performance of the Sublessee's Maintenance Obligations, within ten (10) business days after notice from CAMP, then CAMP shall have the right, but not the obligation, to make such payment or perform such obligation on behalf of the Non-Performing Sublessee. The Non-Performing Sublessee shall reimburse CAMP for all costs and expenses incurred by CAMP, including attorneys fees, within the ten (10) business days after receipt of an invoice therefor. If such sum is not reimbursed within the period required, then CAMP shall have, in addition to all other remedies, remedies specified in Section 7.5.

ARTICLE 8. USE RESTRICTIONS

During the term of the Ground Lease or any extension thereof, so long as District or its successor conducts a regional occupation center, adult education programs or other educational activity on the Adjacent Property, (i) no alcohol shall be sold on any portion of the Property owned by the District, (ii) no alcohol shall be sold on any portion of the Property owned by the County on an off-premises basis, (iii) any alcohol sold on any portion of the Property owned by the County on an on-premises basis shall be restricted to beer and wine and shall be sold as an adjunct to food services, (iv) Sublessees shall cooperate with CAMP in designating, posting, and enforcing the Property as a "drug free zone" and a "weapons free zone" as and when such designation, posting and enforcement is required under the Ground Lease, and (v) Sublessees shall not use or permit the use of the Property for any purpose inimical to public morals and welfare or morally objectionable as unsuitable in the vicinity of an educational facility.

ARTICLE 9. INDEMNIFICATION/INSURANCE

9.1. Indemnification. Each Sublessee ("Indemnitor") hereby agrees to defend, indemnify and save the other Sublessees and CAMP (individually an "Indemnitee" or collectively, the "Indemnitees") harmless from and against any and all liability, damage, expense, causes of action, suits, claims or judgments suffered by the Indemnitee arising from personal injury, death or property damage and occurring from the exercise by the Indemnitor of (i) the breach of any provision hereof by such Indemnitor, (ii) the failure of the Indemnitor to fulfill its obligations hereunder, including without limitation the Sublessee's Maintenance Obligations, and (iii) the use of the Shared Improvements, the Roadways, and the Utility Easement Areas by such Indemnitor. No Indemnitor shall be responsible for the negligence or willful misconduct of any other Sublessee or CAMP.

9.2. Insurance.

9.2.1. Comprehensive General Liability Insurance. CAMP shall procure and maintain in full force and effect throughout the term of this Agreement comprehensive general liability insurance and property damage insurance against claims for personal injury, death or property damage with respect maintenance, operation, or repair of the Shared Improvements, the Roadways, and Utility Easement Areas.

9.2.2. Casualty Insurance. CAMP shall procure a policy or policies of insurance insuring against the perils insured against by the standard fire and extended coverage insurance, including vandalism and signage coverage, in an amount equal to one hundred percent (100%) of the replacement value of the Shared Improvements.

9.2.3. Waiver of Subrogation and Other Provisions of the Policies. Each policy of insurance described herein shall contain a waiver by said insurer of any and all rights of subrogation against CAMP and each other Sublessee, and their officers, employees, agents, associates and representatives.

**ARTICLE 10.
DAMAGE AND DESTRUCTION**

Upon any damage or destruction of the Shared Improvements, CAMP shall promptly restore or repair the Shared Improvements that have been damaged or destroyed thereon with proceeds from insurance maintained by CAMP pursuant to Article 9 hereof. To the extent of any deductible under the insurance maintained pursuant to Article 9 hereof or in the event that no insurance proceeds are available to pay for such repairs or that the amount of such insurance proceeds are insufficient to pay the full cost of repair of such damage or destruction, each Sublessee shall be obligated to pay as part of the Shared Expenses its Proportionate Share of the deductible or uninsured or underinsured loss within fifteen (15) days of receipt of notice from CAMP of the amount of such deductible or uninsured or underinsured loss.

**ARTICLE 11.
MORTGAGEE PROTECTION**

Any notice served upon any Sublessee by CAMP shall be served concurrently upon any mortgagee of a Lot (a "Mortgagee") that has previously notified CAMP of such Mortgagee's address. No breach of any covenant, condition or restriction contained in this Agreement shall render the lien of any mortgage invalid. Any payment by a Mortgagee for any delinquent amounts due or performance by a Mortgagee of any obligation under this Agreement shall have the same force and effect as if made or performed by the delinquent Sublessee and such Mortgagee shall have all rights of subrogation against said delinquent Sublessee as may be available to such Mortgagee under the mortgage or applicable law. All easements, covenants, conditions and restrictions herein shall inure to the benefit of and be binding upon any person whose rights of possession of a Lot are derived through foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

**ARTICLE 12.
MISCELLANEOUS**

12.1. Enforcement. In addition to the rights, powers and remedies given in this Agreement to any party or its successor, each Sublessee may, in their own absolute discretion, at any time, and from time to time, exercise any and all rights and powers, and pursue any and all remedies now or hereafter given at law or in equity, including but not limited to any rights or remedies granted herein or by California or federal case, statutory or regulatory law. CAMP and Sublessees acknowledge and agree that they have bargained for specific performance of the covenants, conditions, restrictions, rights, easements, and rights-of-way contained in this Agreement, and all other provisions hereof, and that each Sublessee entitled to enforcement of the terms hereof shall be entitled to injunctive relief, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions, both mandatory and prohibitory.

12.2. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Lot to the general public or for the general public or for any public purpose whatsoever, it being the intention of CAMP that this Agreement shall be strictly

limited to the Lots. Notwithstanding any other provision herein to the contrary, CAMP may periodically restrict ingress and egress from any Lot in order to prevent a public prescriptive easement from arising by reason of continued public use.

12.3. Effect of a Breach. A breach by any Sublessee of any of its obligations hereunder shall not terminate the easements and other rights granted to such Sublessee hereunder.

12.4. Notices. All notices and demands of any kind which CAMP or any Sublessee may be required or may desire to serve on the other in connection with this Agreement shall be in writing and shall be served by personal delivery or Registered or Certified Mail, return receipt requested or by a reliable overnight air courier service. Any notices or demands so served by courier, Registered or Certified Mail shall be deposited in the United States Mail, or with the courier with postage thereon fully prepaid addressed to any Sublessee at the street address of such Sublessee's Lot and if to CAMP as follows:

To Master
Landlord:

To CAMP: Capitol Auto Mall Plaza LLC
c/o Kevin Del Grande
Almaden Mazda
920 Capitol Expressway Auto Plaza
San Jose, California 95125

with a Copy to: William L. Myers, Esq.
Terra Law LLP
60 South Market Street, 10th Floor
San Jose, CA 95113

Notices to the Tenant of Lot 2 shall be sent to:

McDonald's Corporation
McDonald's Plaza
Oak Brook, IL 60523
Attention: Director - Legal Dept.
RE Practice Group L/C 004-1890

With a Copy to: McDonald's Corporation
Attention: Real Estate Manager
2527 Camino Ramon, #300
San Ramon, CA 94583

To Shurgard

Shurgard
1155 Valley Street, Suite 400
Seattle, WA 98109-4426
Attention: Legal Department

Any such communication shall be deemed to have been given at the time of personal delivery or upon receipt or rejection if mailed as required hereunder or one business day after mailing if sent by reliable overnight courier. CAMP or Any Sublessee may change the address at which it is to receive notice or add additional parties to receive notice by so notifying CAMP and the other Sublessees in accordance with this Section 12.4.

12.5. Governing Law. This Agreement shall be governed by the laws of the State of California.

12.6. Attorneys' Fees. If there is any legal action or proceeding to enforce or interpret any provision of this Agreement or to protect or establish any right or remedy of any party, the unsuccessful party to such action or proceeding whether such action or proceeding is settled or prosecuted to final judgment, shall pay to the prevailing party as finally determined, all costs and expenses, including attorneys' fees and costs, incurred by such prevailing party in such action or proceeding, in enforcing such judgment, and in connection with any appeal from such judgment. Attorneys' fees and costs incurred in enforcing any judgment or in connection with any appeal shall be recoverable separately from and in addition to any other amount included in such judgment. This Section is intended to be severable from the other provisions of this Agreement, and the prevailing party's rights under this Section shall not merge into any judgment and this Section and any judgment shall survive until all such fees and costs have been paid.

12.7. No Waiver. The failure to exercise any right or remedy shall not be deemed a waiver of that right or remedy unless the party entitled to that right or remedy has so agreed, expressly and in writing, and the failure to so exercise any right or remedy shall not preclude the party entitled thereto from later exercising any such right or remedy. Any written waiver of default shall not constitute a continuing waiver or waiver of any other same, similar, or different events of default on any future occasion, unless such a waiver of such future defaults is expressed, in writing, with precision. No course of dealing between any party hereto, or any Sublessee, tenant, or other user of the Lots or any encumbrance thereof, in exercising any rights under this Agreement shall operate as a waiver of such rights, nor shall any such delay, unless agreed to in writing by the parties entitled to enforce this Agreement, constitute a waiver of any obligation or default. No waiver of default shall extend to or impair any other obligation not expressly waived, nor impair any right otherwise consequent on such covenant, precision of obligation. Any waiver may be given subject to satisfaction of conditions stated therein.

12.8. Severability. If any provision of this Agreement conflicts with applicable law or is declared invalid, such provision shall be severed from the document and the remainder shall continue to be given full force and effect.

12.9. Interpretation. Section headings or captions used herein are for convenience and do not in any way limit, define or amplify the scope or intent of any provision.

12.10. Amendment and Termination. The terms of this Agreement may only be amended by an instrument signed by (i) the Owners, (ii) CAMP so long as CAMP is the lessee under the Ground Lease, (iii) the Sublessees of a majority of the Lots by square footage of Lots leased, and (iv) if the amendment directly affects the Lot leased by McDonald's Corporation, a Delaware corporation ("McDonald's") so long as McDonald's is a Sublessee. This Agreement may be terminated prior to the time set forth in Section 12.11 only by an instrument signed by (i) all of the Owners, (ii) CAMP, and (iii) all Sublessees of all of the Lots.

12.11. Term. The covenants, conditions, restrictions and agreements contained in this Agreement shall be recorded and run with the land and be binding upon CAMP, Owners, and each and all of the Sublessees and all of their respective successors and assigns for fifty (50) years from the date hereof.

12.12. No Creation of Common Interest Community. This Agreement is not intended and does not hereby create any "association" as such term is defined in California Civil Code § 1351(a) or a "planned development" as such term is defined in California Civil Code § 1351(k) and CAMP is not intended to have the power by the terms of this Agreement and does not have the power to enforce the collection of any unpaid Installment by imposition of an lien under California Civil Code § 1367.

12.13. Effectiveness. This Agreement, though executed on the date above written, shall only be effective upon, from and after its recording in the office of the County Recorder for Santa Clara County, California.

Executed as of the date first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EAST SIDE UNION HIGH SCHOOL DISTRICT

By: METROPOLITAN EDUCATION DISTRICT,
a joint powers agency created pursuant to statutory
authority, Its Agent

By: Richard S. Friberg
Richard S. Friberg
Its: Superintendent

CAMPBELL UNION HIGH SCHOOL DISTRICT

By: METROPOLITAN EDUCATION DISTRICT,
a joint powers agency created pursuant to statutory
authority, Its Agent

By: Richard S. Friberg
Richard S. Friberg
Its: Superintendent

SANTA CLARA UNIFIED SCHOOL DISTRICT

By: METROPOLITAN EDUCATION DISTRICT,
a joint powers agency created pursuant to statutory
authority, Its Agent

By: Richard S. Friberg
Richard S. Friberg
Its: Superintendent

MILPITAS UNIFIED SCHOOL DISTRICT

By: METROPOLITAN EDUCATION DISTRICT,
a joint powers agency created pursuant to statutory
authority, Its Agent

By: Richard S. Friberg
Richard S. Friberg
Its: Superintendent

SAN JOSE UNIFIED SCHOOL DISTRICT

By: METROPOLITAN EDUCATION DISTRICT,
a joint powers agency created pursuant to statutory
authority, Its Agent

By: Richard S. Friberg
Richard S. Friberg
Its: Superintendent

**LOS GATOS-SARATOGA JOINT UNION
HIGH SCHOOL DISTRICT**

By: METROPOLITAN EDUCATION DISTRICT,
a joint powers agency created pursuant to statutory
authority, Its Agent

By: Richard S. Friberg
Richard S. Friberg
Its: Superintendent

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

By: M. J. Murdter
Its: Michael J. Murdter
Director, Roads & Airports

CAPITOL AUTO MALL PLAZA LLC, a California
limited liability company

By: _____
Its: Executive Committee Member

By: _____
Its: Executive Committee Member

By: _____
Its: Executive Committee Member

SAN JOSE UNIFIED SCHOOL DISTRICT

By: METROPOLITAN EDUCATION DISTRICT,
a joint powers agency created pursuant to statutory
authority, Its Agent

By: _____
Richard S. Friberg
Its: Superintendent

**LOS GATOS-SARATOGA JOINT UNION
HIGH SCHOOL DISTRICT**

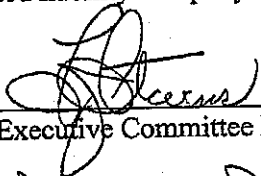
By: METROPOLITAN EDUCATION DISTRICT,
a joint powers agency created pursuant to statutory
authority, Its Agent


By: _____
Richard S. Friberg
Its: Superintendent

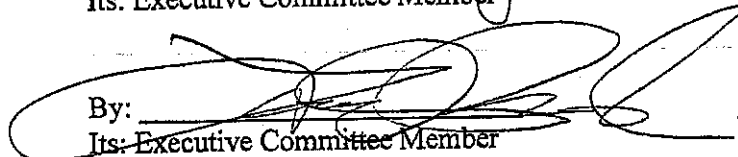
COUNTY OF SANTA CLARA, a political subdivision of
the State of California

By: _____
Its: _____

CAPITOL AUTO MALL PLAZA LLC, a California
limited liability company

By: 
Its: Executive Committee Member

By: 
Its: Executive Committee Member

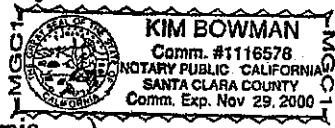
By: 
Its: Executive Committee Member

State of California)

County of Santa Clara

On 5/25/99 before me, Kim Bowman, personally appeared Richard S. Friberg, personally known to me OR 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.

Witness my hand and official seal.



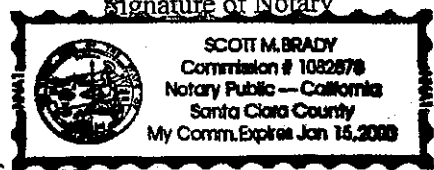
Kim Bowman
Signature of Notary

State of California)

County of)

On June 24, 1999 before me, Scott M. Brady, Notary, personally appeared Michael J. Mordter (AKA M.J. Mordter), personally known to me OR 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.

Witness my hand and official seal.



Scott M. Brady
Signature of Notary

State of California)

County of)

On _____ before me, _____, personally appeared _____, personally known to me OR 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.

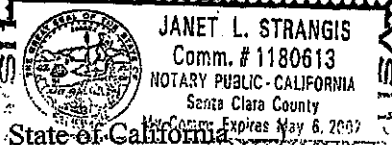
Witness my hand and official seal.

Signature of Notary

State of California)
County of Santa Clara

On June 23 1999 before me, Janet L Strangis, personally appeared Theodore Stevens, personally known to me OR 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.

Witness my hand and official seal.



Janet L Strangis
Signature of Notary

~~State of California)
County of Santa~~

~~On _____ before me, _____, personally appeared _____, personally known to me OR 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.~~

~~Witness my hand and official seal.~~

~~_____
Signature of Notary~~

State of California)
County of Santa Clara

On June 23 1999 before me, Janet L Strangis, personally appeared Dennis R Boyle, personally known to me OR 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.

Witness my hand and official seal.



Janet L Strangis
Signature of Notary

State of California)

County of Santa Clara

On June 23, 1999 before me, Janet L. Strangis, personally appeared Don Normandy, personally known to me OR 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.

Witness my hand and official seal.



Janet Strangis
Signature of Notary

County of)

On _____ before me, _____, personally appeared _____, personally known to me OR 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.

Witness my hand and official seal.

Signature of Notary

State of California)

County of)

On _____ before me, _____, personally appeared _____, personally known to me OR 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.

Witness my hand and official seal.

Signature of Notary

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THAT CERTAIN REAL PROPERTY SITUATE IN THE STATE OF CALIFORNIA,
COUNTY OF SANTA CLARA, AND DESCRIBED AS FOLLOWS:

Lot 1, Lot 2, Lot 3, Lot 4, and Lot 5 of Parcel Map recorded as File No. 14567559, in Book 711,
Pages 31-33, on December 23, 1998, in the Official Records of the Santa Clara County
Recorder's Office.

EXHIBIT B

LEGAL DESCRIPTION OF ADJACENT PROPERTY

THAT CERTAIN REAL PROPERTY SITUATE IN THE STATE OF CALIFORNIA,
COUNTY OF SANTA CLARA, AND DESCRIBED AS FOLLOWS:

The Lands of San Jose Unified School District et al and the County of Santa Clara as shown on
the Record of Survey recorded in Book 686 of Maps at Page 12, Santa Clara County Records.

EXHIBIT D
PUBLIC SERVICE EASEMENTS

11,236-01
April 5, 1999
CL

DESCRIPTION

7.00 Foot Public Service Easement over
Portions of Lot 5

As shown on that certain Parcel Map recorded in
Book 711 of Maps at Page 33, Santa Clara County Records

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of Lot 5 as shown on that certain Parcel Map recorded in Book 711 of Maps at Page 33, Santa Clara County Records, described as follows:

An easement for utility purposes and incidents thereto under, upon, over and across a strip of land of a uniform width of 7.00 feet, contiguous to and northerly of the private access easement line over said Lot 5, the southerly line of said strip of land is described as follows:

BEGINNING at the northerly terminus of the northerly line of a 13.5 foot private access easement designated N65°00'33"W 102.38 feet on said Parcel Map; thence from said POINT OF BEGINNING along said northerly line S65°00'33"E 102.38 feet; thence along a curve to the right with a radius of 97.00 feet through a central angle of 61°52'29" for an arc length of 104.75 feet to the terminus of the southerly line of the herein described easement.

This description was prepared by me or under my direct supervision, in conformance with the Professional Land Surveyors Act.

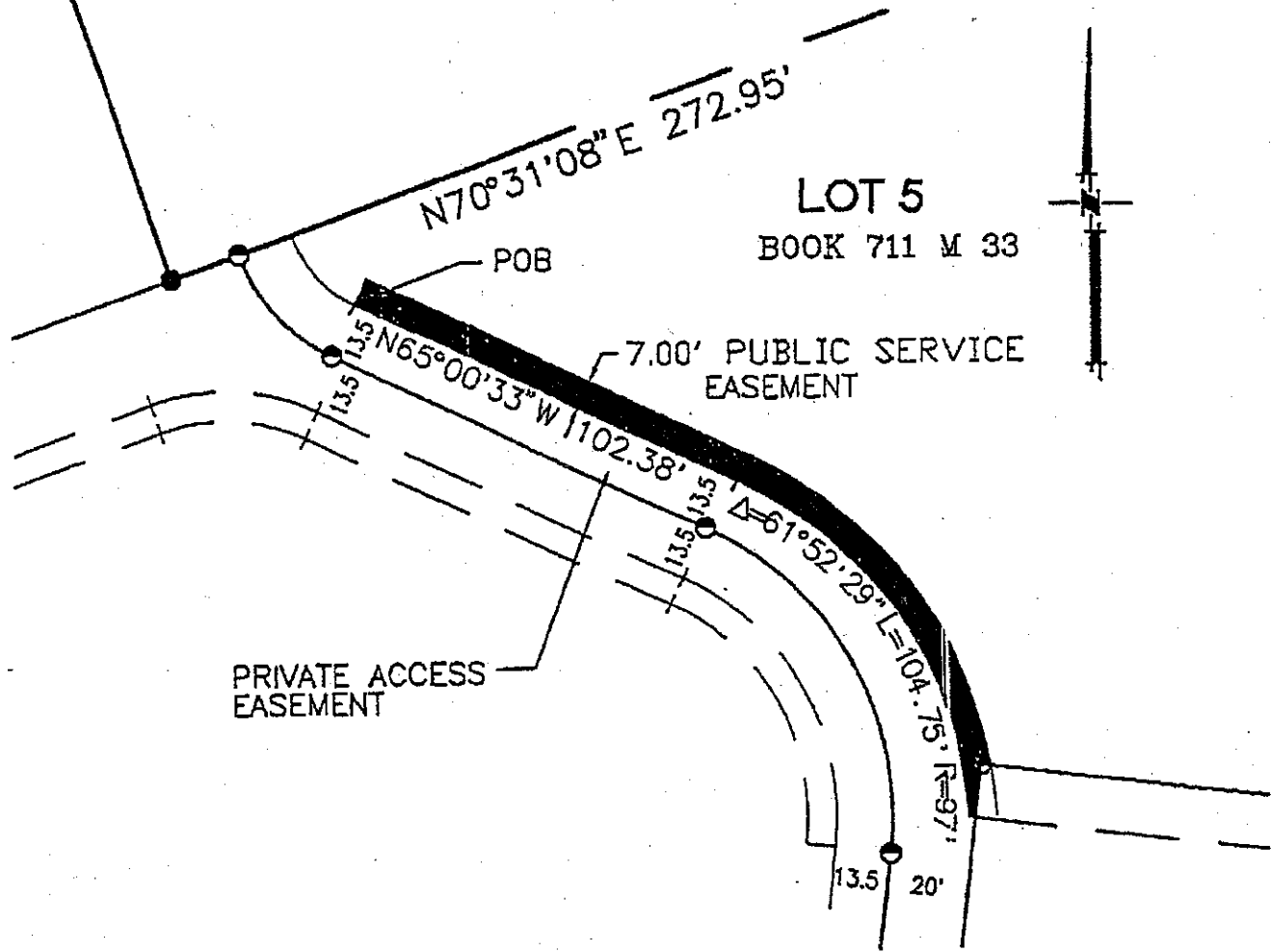
[Handwritten Signature]
K. C. Giberson
No. 25573
CIVIL ENGINEER
STATE OF CALIFORNIA

4/5/99
Date

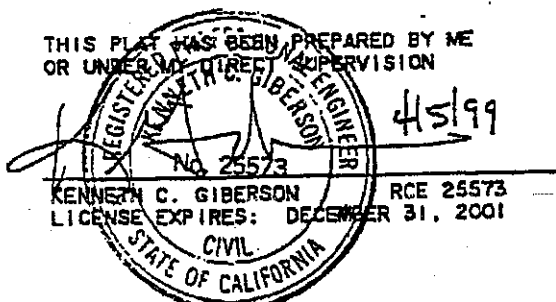
Prepared by the Firm of
MACKAY & SOMPS
San Ramon, California

EXP
12-31-01

LANDS OF SAN JOSE UNIFIED SCHOOL DISTRICT ET AL



THIS PLAT HAS BEEN PREPARED BY ME
OR UNDER MY DIRECT SUPERVISION



KENNETH C. GIBERSON RCE 25573
LICENSE EXPIRES: DECEMBER 31, 2001



SCALE: 1" = 40'

PLAT TO ACCOMPANY DESCRIPTION

7.00 FOOT PUBLIC SERVICE EASEMENT
BEING A PORTION OF LOT 5 OF
PARCEL MAP BOOK 711 M 33

SAN JOSE

CALIFORNIA

MACKAY & SOUPE
INFRASTRUCTURE GROUP
CIVIL ENGINEERING • PLANNING • LAND SURVEYING
SAN RAMON, CA 94583 (925) 901-1190

MACKAY & SOUPE IS NOT RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF
REPRODUCTIONS OF THIS DOCUMENT THAT ARE GENERATED BY OTHERS FROM ELECTRONIC MEDIA.

CL	1"=40'	APRIL 1999	11236-01
DRAWN BY	SCALE	DATE	JOB NO.

11,236-01
April 5, 1999
CL

DESCRIPTION

7.00 Foot Public Service Easement over
Portions of Lot 2


As shown on that certain Parcel Map recorded in
Book 711 of Maps at Page 33, Santa Clara County Records

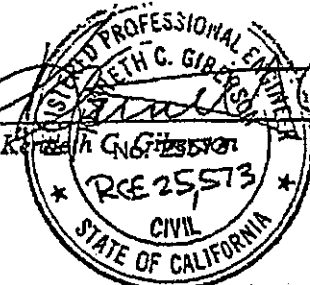
All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of Lot 2 as shown on that certain Parcel Map recorded in Book 711 of Maps at Page 33, Santa Clara County Records, described as follows:

An easement for utility purposes and incidents thereto under, upon, over and across a strip of land of a uniform width of 7.00 feet, contiguous to and easterly of the westerly line of said Lot 2, the westerly line of said strip of land is described as follows:

BEGINNING at the southwesterly most corner of said Lot 2 as shown on said Parcel Map; thence from said POINT OF BEGINNING along said westerly line of Lot 2 N07°22'59"E 214.89 feet to the northwesterly corner of said Lot 2 and the terminus of the westerly line of the herein described easement.

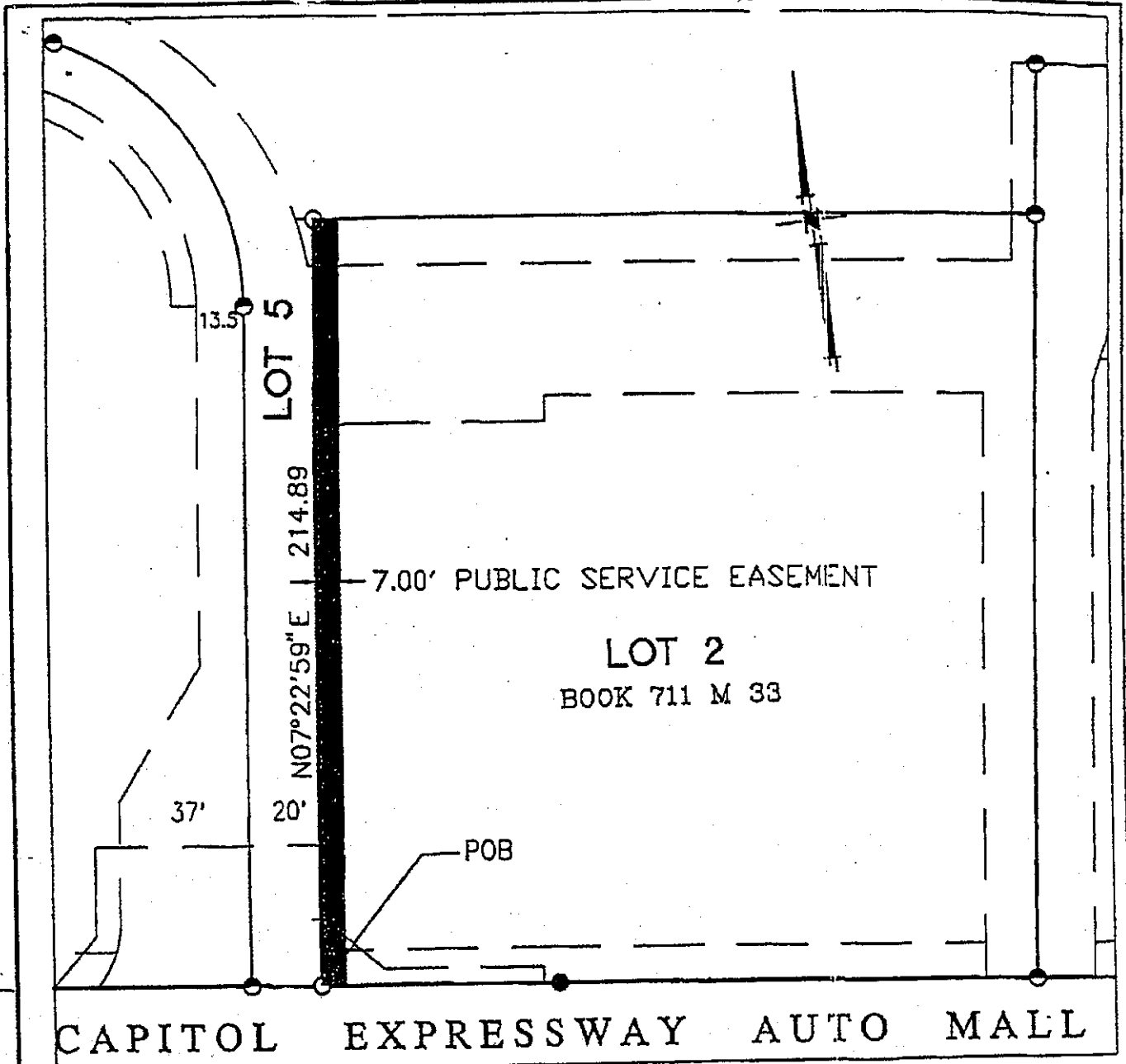
This description was prepared by me or under my direct supervision, in conformance with the Professional Land Surveyors Act.

 _____ Date 4/5/99

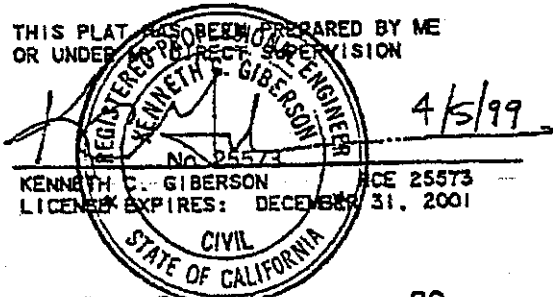


EXP 11-31-01

Prepared by the Firm of
MACKAY & SOMPS
San Ramon, California



THIS PLAT HAS BEEN PREPARED BY ME
OR UNDER MY DIRECT SUPERVISION



KENNETH C. GIBERSON License No. 25573
LICENSE EXPIRES: DECEMBER 31, 2001



SCALE: 1" = 40'

PLAN TO ACCOMPANY DESCRIPTION

7.00 FOOT PUBLIC SERVICE EASEMENT
BEING A PORTION OF LOT 2 OF
PARCEL MAP BOOK 711 M 33

SAN JOSE

CALIFORNIA

MACKAY & SOMPS
INFRASTRUCTURE GROUP
CIVIL ENGINEERING • PLANNING • LAND SURVEYING
SAN RAMON, CA 94583 (925) 901-1190

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CL	1"=40'	APRIL 1999	11236-01
DRAWN BY	SCALE	DATE	JOB NO.