

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
SANTA CLARA TO CONSUMMATE PURCHASE OF REAL PROPERTY
LOCATED OFF CONGRESS SPRINGS ROAD ADJACENT TO SANBORN
COUNTY PARK IN UNINCORPORATED SANTA CLARA COUNTY,
CALIFORNIA, APN 517-04-030, MAKING RELATED FINDINGS, AND
DELEGATING AUTHORITY TO THE COUNTY EXECUTIVE, OR DESIGNEE,
TO EXECUTE ALL DOCUMENTS AND AGREEMENTS NECESSARY TO
CONSUMMATE THE PURCHASE**

WHEREAS, the County of Santa Clara Board of Supervisors (“Board”) gave notice of its intent (“Notice of Intent”) to purchase the real property located in unincorporated Santa Clara County, California, known as Assessor’s Parcel Number 517-04-030 (“Property” or “Madrone Hill Property”), as shown in **Exhibit A**, for public park purposes;

WHEREAS, the owners of the Property, Paul Yuan-Shen Lin and Jenny Shiu-Ching Ling as Trustees of the Lin Living Trust dated August 31, 1992, Shing Mao, Kuang-Yuan Soong, and An-Fung Wu (collectively, “**Sellers**”), wish to sell the Property to the County;

WHEREAS, the County of Santa Clara wishes to purchase the Property, at a price of \$730,502, from the Sellers for public park purposes;

WHEREAS, for good and valuable consideration in the amount of \$730,502 the Sellers desire to transfer and convey to the County the fee title interest in and to the Property per the terms and conditions of the Purchase and Sale Agreement, attached to this Resolution as **Exhibit B**;

WHEREAS, an additional funding amount of \$150,000 is required to cover closing costs, due diligence costs, and near-term property management and security costs;

WHEREAS, Section 604(4) of the County Charter requires that the Board make a determination that the acquisition of the Property is in conformity with the adopted Parks and Recreation Element of the County’s General Plan;

WHEREAS, the Board-approved Countywide Trails Master Plan for the Santa Clara County Parks and the Parks and Recreation Element of the County’s General Plan envision a County-wide network of parks and trails that offer users a seamless recreation experience and encourages acquisitions for such park purposes (a public purpose);

WHEREAS, the Parks and Recreation Department has determined that the County acquisition of the Property would further County park purposes and is consistent with the Parks and Recreation Element of the County’s General Plan;

WHEREAS, Government Code Section 25353 authorizes the Board of Supervisors to acquire the Property if it is necessary for use by the County for park purposes and the Board may improve, preserve, manage, and control Property for this purpose;

WHEREAS, on January 23, 2024, the Board adopted a Resolution finding that the purchase of the Property is exempt from the California Environmental Quality Act ("CEQA") pursuant to, among other things, CEQA Guidelines section 15316 and 15325;

WHEREAS, the Notice of Intent to purchase the Property was published according to law in a newspaper of general circulation in Santa Clara County for three weeks prior to this hearing;

WHEREAS, the Board did meet to consider the consummation of the proposed purchase at the time and place designated in the Notice of Intent; and

WHEREAS, Government Code Section 27281 requires the County to accept a transfer of real property by recording a resolution of acceptance or Certificate of Acceptance substantially in the form presented in Government Code Section 27281, a copy of which is attached to the Purchase and Sale Agreement (**Exhibit B**).

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara that:

1. the acquisition of the Property as described herein is in conformity with the adopted Parks and Recreation Element of the County's General Plan and is necessary for use by the County for park purposes;
2. the acquisition of the Property is exempt from CEQA pursuant to Sections 15316 and 15325 of the CEQA Guidelines;
3. the acquisition of the Property from the Seller pursuant to the terms of the attached Purchase and Sale Agreement (**Exhibit B**) for the Purchase Price of \$730,502 plus \$150,000 in additional costs for up to \$880,502 total (in Park Charter Funds) is authorized and approved;
4. the President of the Board of Supervisors shall execute the Purchase and Sale Agreement (**Exhibit B**); and

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5. the County Executive, or designee, is hereby delegated the authority to negotiate, amend, and execute all documents and agreements necessary to consummate the purchase, including but not limited to the Certificate of Acceptance substantially in the form presented in California Government Code Section 27281, following approval as to form and legality by County Counsel and approval by County Executive, and to take all other necessary actions to complete the acquisition of the property. This delegation of authority to the County Executive expires on February 28, 2025.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SUSAN ELLENBERG, President,
Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.
ATTEST:

CURTIS BOONE
Acting Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:



ELIZABETH VIßERS
Deputy County Counsel

Exhibits to this Resolution
Exhibit A: Map of the Property
Exhibit B: Purchase and Sale Agreement

Exhibit A
Map of the Property

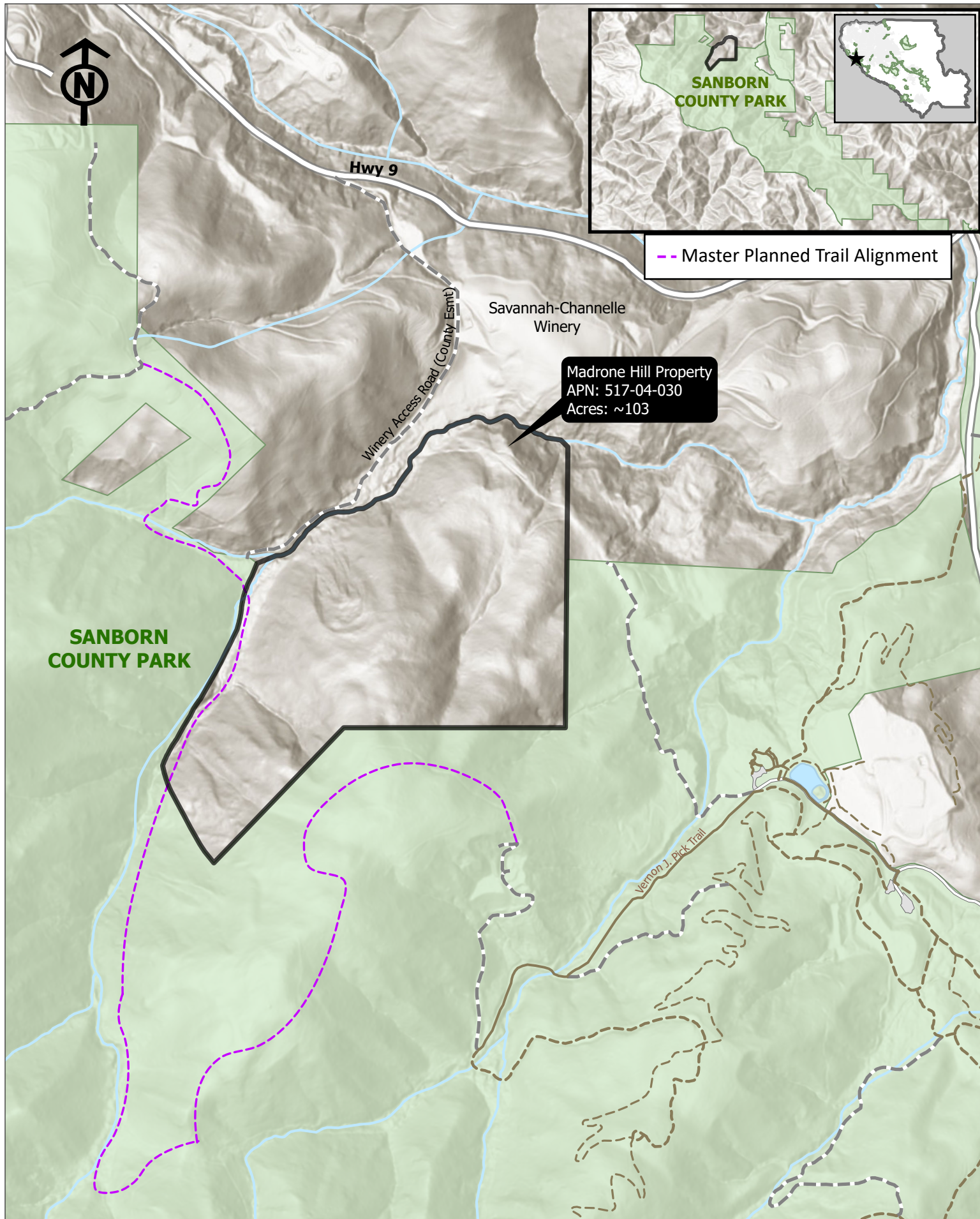


Exhibit B
Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated as of the later of the dates set forth on the signature page hereto (the “**Effective Date**”), is between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (“**Buyer**”), and Paul Yuan-Shen Lin and Jenny Shiu-Ching Ling as Trustees of the Lin Living Trust dated August 31, 1992, Shing Mao, Kuang-Yuan Soong, and An-Fung Wu (each of the foregoing a “**Seller Party**” and collectively, “**Seller**”) (together with Buyer, the “**parties**”, or either, individually, a “**party**”).

RECITALS

A. Seller owns that certain real property located on Congress Springs Road in Saratoga, in the unincorporated area of the Santa Clara County, State of California, known as Assessor’s Parcel Number 517-04-030, and more particularly described on **Exhibit A** to the Form of Grant Deed attached hereto as **Exhibit 1**, being approximately 103 acres of land (the “**Land**”), together with any improvements located thereon, and all rights, privileges, easements and appurtenances to the Land, including without limitation all development rights, mineral, timber, and water rights, appurtenant easements, rights-of way and other appurtenances used in connection with or relating to the Land (the Land and all such rights, privileges, easements and appurtenances being collectively referred to herein as the “**Property**”).

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Property, subject to the terms and conditions of this Agreement.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the foregoing and as follows:

1. **Property Purchase and Sale.** In consideration of their mutual covenants set forth in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property, for the Purchase Price (defined in Section 2), subject to and on the terms and conditions set forth herein.

2. **Purchase Price; Deposit.** The parties acknowledge and agree that the purchase price for the Property shall be Seven Hundred Thirty Thousand Five hundred Two Dollars (\$730,502.00) (“**Purchase Price**”).

(a) Within thirty (30) days after the Effective Date, Buyer shall deposit, as earnest money, in immediately available funds, the amount of Twenty-One Thousand Nine Hundred Fifteen Dollars (\$21,915) or 3% of purchase price (the “**Deposit**”) into an escrow (the “**Escrow**”) with Fidelity National Title 675 N. First Street, 4th Floor, San Jose, CA 95112, (408) 827-0035, Karen.Owczarczak@fnf.com, attn: Karen Owczarczak (the “**Escrow Holder**”).

(b) The Deposit, if made, and all interest earned thereon while in Escrow, are collectively referred to in this Agreement as the “**Deposit**” and shall be applied to the Purchase Price at the Closing. Buyer may, upon delivery of the Deposit into Escrow, instruct the Escrow



Holder to invest the Deposit in an interest-bearing money market or savings account with a national banking association or federally chartered savings and loan association, which interest shall accrue to the benefit of Buyer. The Deposit shall be held by the Escrow Holder in accordance with the provisions of this Agreement.

(c) The Deposit shall become nonrefundable to Buyer at the expiration of the Due Diligence Period (as defined herein below), except that it shall be refunded to Buyer if (i) this Agreement terminates or Escrow otherwise fails to close due to Seller's default or breach of Seller's representations or warranties; (ii) Closing fails to occur due to the failure of any condition to Closing set forth in this Agreement which is for the benefit of Buyer; or (iii) this Agreement otherwise specifically provides that the Deposit shall be returned to Buyer. If upon termination of this Agreement Seller is entitled to retain all or any portion of the Deposit, then Buyer shall within three (3) business days thereafter instruct Escrow Holder to immediately release such portion of the Deposit to Seller (which obligation shall survive the termination of this Agreement). If upon termination of this Agreement Buyer is entitled to the return of any portion of the Deposit, then Seller shall within three (3) business day thereafter instruct Escrow Holder to immediately release such portion of the Deposit to Buyer (which obligation shall survive the termination of this Agreement). Upon termination of this Agreement, the parties shall have no further obligations hereunder except for the Surviving Obligations. As used in this Agreement, "**Surviving Obligations**" shall mean all obligations of Buyer or Seller which are expressly stated in this Agreement to survive Close of Escrow (defined in Section 3(a)) or termination of this Agreement.

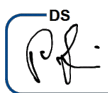
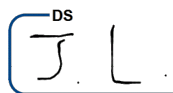
(d) Notwithstanding anything to the contrary herein, One Hundred Dollars (\$100) of the Deposit (the "**Independent Consideration**") shall be earned by Seller upon the execution of this Agreement. The Independent Consideration represents adequate bargained for consideration for Seller's execution and delivery of this Agreement and Buyer's right to have inspected the Property pursuant to the terms hereof. The Independent Consideration is independent of any other consideration or payment provided for herein and is nonrefundable in all events. Upon the Closing (defined below), or earlier termination of this Agreement, the Independent Consideration shall be paid to Seller (whether as part of the Deposit or, separately if the Agreement is terminated and the Deposit is not due to Seller).

3. Closing.

(a) The consummation of the purchase and sale of the Property (the "**Closing**" or "**Close of Escrow**") shall take place on the Closing Date, through Escrow with the Escrow Holder. The "**Closing Date**" shall be thirty (30) days from expiration of the Due Diligence Period, as defined in Section 4 below, or such earlier date as the parties may mutually agree upon in writing (without obligation to so agree).

(b) In sufficient time prior thereto to allow Closing to occur on the Closing Date, Seller shall cause to be delivered into the Escrow:

(1) A Grant Deed executed by Seller, with signature(s) notarized for recording in the Official Records of Santa Clara County, California ("**Official Records**"), conveying to Buyer title to the Property, in the form of Exhibit 1 attached hereto ("**Grant Deed**");

(2) An affidavit in compliance with the Foreign Investment and Real Property Tax Act and a California Tax Withholding Form 593-C, each executed by Seller (the “**Non-Foreign Status Certificate**” and “**Form 593-C**”, respectively), certifying that Seller is not subject to withholding under federal or state law; and

(3) Such additional instruments or documents reasonably required by Escrow Holder in order to consummate the purchase and sale of the Property in accordance with the terms and conditions of this Agreement, including without limitation escrow instructions and an owner’s affidavit reasonably required by the Title Company to enable the Title Company to issue the Title Policy to Buyer at the Closing (including without limitation certifications or other assurances relating to mechanics’ or materialmen’s liens, parties in possession and the status and capacity of Seller and persons signing on behalf of Seller).

(c) Prior to Closing, in sufficient time prior thereto to allow Closing to occur on the Closing Date, Buyer shall cause to be delivered into Escrow the following:

(1) The Purchase Price (less the Deposit already in Escrow);

(2) A Certificate of Acceptance notarized for recording in the Official Records substantially in the form set forth on **Exhibit 2** attached hereto;


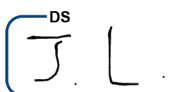
(3) A Preliminary Change of Ownership Report;

(4) Such additional instruments or documents reasonably required for Close of Escrow according to the terms and conditions of this Agreement, including without limitation escrow instructions.

(d) Except as set forth elsewhere in this Agreement, if the Closing does not occur on or prior to the Closing Date, either party may elect to terminate this Agreement and cancel Escrow by giving written notice of such termination and cancellation to the other party. If this Agreement is terminated without fault of the Buyer or Seller, the cost of cancellation of the Escrow shall be shared equally between Buyer and Seller; provided, however, if only one of the parties hereto is in default of this Agreement, then such defaulting party shall pay for the entire cost of cancellation of the Escrow. The termination of this Agreement and cancellation of the Escrow shall be without prejudice to whatever legal rights, as those rights may be limited by the terms contained in this Agreement, that Buyer or Seller may have against each other arising out of this Agreement and the Escrow, which rights shall survive the termination of this Agreement.

4. Inspections.

Subject to this Section below, until the earlier to occur of the Close of Escrow or termination of this Agreement, Buyer shall have the right to enter upon the Property to inspect, investigate and conduct tests upon the Property, including but not limited to completion of a Phase I and, if necessary, a Phase II Environmental Assessment and any recommended geologic studies, at its sole cost and expense. Buyer shall keep the Property free and clear of any and all liens related to Buyer’s inspections, tests and investigations. All entry onto and inspections of the Property shall be subject to the following:

(a) Buyer shall give Seller not less than twenty-four (24) hours prior notice of any entry onto the Property by Buyer or by Buyer's agents, employees, consultants, and contractors (collectively "**Buyer's Representatives**").

(b) If the Property is physically damaged by Buyer or any of Buyer's Representatives, then Buyer, at Buyer's sole cost and expense, shall promptly repair such damage and restore the Property to its condition prior to such damage. Nothing herein shall be interpreted as obligating Buyer to indemnify Seller against Seller's own negligence or willful misconduct or as the result of Buyer's mere discovery of any environmental or other condition or fact affecting or concerning the Property.

5. Property Materials. Not later than two (2) business days after the Effective Date, Seller shall deliver to Buyer for Buyer's review and copying the following documents relating to the Property to the extent in the possession or control of Seller or Seller's agents (such documents being collectively, the "**Property Materials**"): (i) all soils, groundwater, environmental, property inspection and other reports and test results relating to the physical condition of the Property, including without limitation engineers', consultants' plans, reports and studies relating to the physical condition of the Property; (ii) all notices of violation of laws, if any, from any governmental or quasi-governmental authorities related to the Property; (iii) other correspondence and notices from any governmental or quasi-governmental authorities related to operation of the Property; (iv) all current leases, rental agreements, service contracts, and other agreements pertaining to use of, service to or the management or operation of the Property; (v) all permits and other approvals or licenses concerning the Property, obtained from any governmental entity, including but not limited to, certificates of occupancy, conditional use permits, and license and permits pertaining to the operation, management or use of the Property, including those pertaining to any and all water rights or claims; (vi) all inspection reports, utility bills, surveys, architectural, engineering and other construction documents; (vii) information related to any material facts or defects affecting the Property, including insurance claims within the past five years; and, (viii) any and all other disclosures required by law.

6. Conditions to Closing.

(a) Buyer's Conditions. In addition to all other conditions in this Agreement, Seller and Buyer agree that the Closing is subject to satisfaction, approval, or waiver by Buyer of the matters specified in this Section 6(a) below, which conditions are solely for the benefit of Buyer and can be unilaterally waived in writing by Buyer:

(1) Buyer's approval, in its sole and absolute discretion, prior to the expiration of the Due Diligence Period, of all matters and conditions pertaining to the Property, in accordance with the procedures specified in this Section 6(a)(1). The "**Due Diligence Period**" shall mean the ninety (90) days immediately following the Effective Date, during which time Buyer shall have the right to review and approve the Property Materials, to inquire and meet with all governmental or quasi-governmental authorities, and to inspect and approve the physical condition of and all other matters concerning the Property, at Buyer's sole cost. If the conditions set forth in this Section 6(a)(1) are met to Buyer's satisfaction, determined in Buyer's sole and absolute discretion, or waived by Buyer, Buyer may deliver to Seller notice that Buyer is waiving this due diligence contingency (the "**Approval Notice**"), in which case, the conditions set forth in this Section 6(a)(1)

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shall be waived. If Buyer does not deliver an Approval Notice to Seller prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have elected to terminate this Agreement. Buyer may also, prior to the expiration of the Due Diligence Period, affirmatively terminate this Agreement by notifying Seller of such election to terminate. Upon termination or deemed termination of this Agreement pursuant to this Section 6(a)(1), Buyer shall be entitled to a return of the Deposit and Seller and Buyer shall be released from all further obligations under this Agreement, other than the Surviving Obligations.

(2) The Title Company shall be irrevocably committed to issue to Buyer at the Closing an extended coverage ALTA owner's policy of title insurance in the amount of the Purchase Price, subject to no exceptions other than the Permitted Exceptions defined in Section 7 below, in the form and with endorsements to be approved by Buyer (the "**Title Policy**");

(3) All personal property, including but not limited to old vehicles, equipment, and other items of discard shall be removed from the Property, at Seller's sole cost and expense, no later than ten (10) days prior to Closing;

(4) There shall have been no material adverse change in the physical condition of the Property from the Effective Date through the Closing Date;

(5) Seller shall not be in default of Seller's obligations under this Agreement, and all of Seller's express representations and warranties set forth in this Agreement shall continue to be true, correct, and unchanged in all respects as of the Closing.

(b) Sellers' Conditions. It is a condition precedent to Seller's obligation to sell the Property to Buyer that Buyer shall not be in material default of Buyer's obligations under this Agreement, and that all of Buyer's express representations and warranties set forth in this Agreement continue to be true, correct, and unchanged in all material respects as of the Closing.

7. Title. At Closing, title to the Property shall be conveyed to Buyer subject to only the following exceptions (collectively, the "**Permitted Exceptions**"): (i) non-delinquent real property taxes and assessments, (ii) the standard pre-printed exceptions and exclusions contained in an ALTA extended coverage owner's policy of title insurance, (iii) liens and encumbrances to which Buyer has consented as provided below, and (iv) liens and encumbrances directly caused by the acts of Buyer or any of Buyer's Representatives. Not later than ten (10) days prior to the expiration of the Due Diligence Period ("**Title Review Period**"), Buyer may deliver to Seller written notice of any objections that Buyer may have to the Title Report. If Buyer fails to deliver such written notice of objection to Seller prior to expiration of the Title Review Period, and/or fails to notify Seller that it has approved all matters affecting title before expiration of the Title Review Period, Buyer shall be deemed to have approved title. If Buyer does timely object to any title exceptions, Seller shall notify Buyer within three (3) business days following the date of Buyer's notice of such objections that either (A) Seller will cause the matters objected to be removed from title to the Property, or (B) Seller will not cause the matters objected to be removed, subject to this Section below. If Seller does not notify Buyer of its election within this three (3) business days period, Seller shall be deemed to have elected not to cause such matters to be removed, in which case, Buyer may elect either:

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(1) to terminate this Agreement (and such termination shall not be a Buyer default), or

(2) to take Title as it then is without any reduction in the Purchase Price,

which election must be made before expiration of the Due Diligence Period (“**Buyer’s Election Period**”). If Buyer does not elect to take title as it then is within Buyer’s Election Period, then Buyer shall be deemed to have elected to have waived its termination rights set out in this Section 7 above. Upon termination of this Agreement pursuant to this Section 7, the Deposit shall be promptly returned to Buyer and neither party shall have any further obligations to the other except for the Surviving Obligations. If following the expiration of the Title Review Period, the Title Company discloses exceptions other than the Permitted Exceptions, and other than those which Seller has agreed to pay or discharge, then unless Buyer agrees to accept title as it then is without reduction of the Purchase Price, Buyer may, at its option determined in Buyer’s sole and absolute discretion, terminate this Agreement, in which event the Deposit shall be released to Buyer, unless such exception has been caused by Buyer's default under this Agreement.

Notwithstanding anything to the contrary in this Agreement, if this Agreement is not terminated, then Seller shall pay or discharge, or cause to be removed, whether or not specifically objected to by Buyer, all monetary liens or encumbrances affecting the Property and all liens or encumbrances voluntarily created or assumed by Seller in violation of Section 8(c) below; and in no event shall Seller be allowed to elect or be deemed to have elected not to pay, discharge or cause to be removed such matters.

8. Representations, Warranties and Covenants.

(a) Representations By Seller. Seller represents and warrants to Buyer as follows:

(1) Seller is duly authorized to execute and deliver and perform this Agreement. This Agreement (i) is and at the time of Closing will be authorized, executed, and delivered by each Seller Party, (ii) is and at the time of Closing will be legal, valid and binding obligations of each Seller Party, and (iii) does not and at the time of Closing will not violate or conflict with any provision of any agreement or judicial order to which any Seller Party is a party or to which any Seller Party or the Property is subject. All other documents executed by Seller which are to be delivered to Buyer at Closing (i) are or at the time of Closing will be authorized, executed and delivered by the Seller Parties, (ii) are or at the time of Closing will be legal, valid and binding obligations of the Seller Parties, and (iii) do not and at the time of Closing will not violate or conflict with any provision of any agreement or judicial order to which a Seller Party is a party or to which a Seller Party or the Property is subject. No consent or approval is required for the execution and delivery of this Agreement by Seller or the performance by Seller of its obligations hereunder other than those already obtained by Seller.

(2) No Seller Party is a “foreign person” within the meaning of Section 1445(f)(3) of the Federal Code.

(3) The Property Materials delivered to Buyer are complete copies of all of the Property Materials in the possession or control of Seller or Seller’s agents. Prior to the Closing, Seller agrees to promptly deliver to Buyer any additional documents received by Seller after the

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Effective Date relating to the physical condition, use and operation of the Property. “**Seller’s Representatives**” shall mean, collectively and individually, the agents, employees, officers, directors, property managers, contractors, subcontractors, attorneys, consultants, and representatives of Seller.

(4) No Seller Party has received written notice from any governmental or quasi-governmental authority of existing violations of any laws or other legal requirements applicable to the Property, which remain uncured.

(5) No Seller Party has received written notice of any action, suit or proceeding pending, and no Seller Party has actual knowledge of anything threatened against or affecting all or any portion of the Property, or relating to or arising out of the ownership, management, development, proposed development or operation of the Property, or which would affect Seller’s ability to perform its obligations under this Agreement in any court or arbitration or other quasi-judicial proceeding or before or by any governmental or quasi-governmental authority. No Seller Party has received written notice from any applicable governmental authority of any pending or, to each Seller Party’s knowledge, threatened special assessments or condemnation actions with respect to the Property.

(6) As of the Closing, there shall be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for, and Seller shall cause to be discharged and removed as an exception to title all mechanics’ and materialmen’s liens arising from any labor and material furnished prior to the Closing (other than those caused by work performed by Buyer).

(7) No Seller Party has been the subject of any filing of a petition under the Federal Bankruptcy Law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors.

(8) No Seller Party has been granted any option or right of first refusal or first opportunity to any party to acquire any interest in any of the Property or to occupy the Property. There are no contracts or agreements relating to the ownership, operation and maintenance of the Property that will survive the Closing and which will be binding on Buyer or the Property, other than the Permitted Exceptions. No party, other than Seller, has any right to occupy the Property or any portion thereof.

(9) Except as set forth in any of the Property Materials and the Title Report delivered to Buyer, to Seller’s knowledge, no Seller Party has received written notice from any governmental agency or authority, and Seller has no actual knowledge, without the duty of inquiry, that any Hazardous Materials have been located on the Property or have migrated onto the Property or have been released into the environment, or discharged, placed or disposed of at, on or under the Property in violation of Environmental Law. As used in this Agreement, “**Hazardous Materials**” shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides; asbestos and asbestos-containing materials, PCBs and

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other substances regulated under the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act of 1954, 42 U.S.C. Section 2011 et seq. or the Nuclear Waste Policy Act of 1982, 42 U.S.C. 10101 et seq.; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. Section 1910.1200 et seq.; mold; industrial process and pollution control wastes, whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; and any other substance, waste or material which has been determined to be injurious to health, public safety or the environment. As used in this agreement “**Environmental Laws**” means all federal, state and local environmental laws, rules, statutes, directives, binding written interpretations, binding written policies, ordinances and regulations issued by any governmental entity and in effect as of the date of this Agreement.

(10) Each Seller Party represents and warrants to Buyer that: (i) Seller and Seller’s Representatives are not acting, and shall not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation enforced or administered by the federal Office of Foreign Assets Control; and (ii) Seller and Seller’s Representatives are not entering into this Agreement, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

(11) Seller represents and warrants that, other than the Permitted Exceptions, there are no service, supply, maintenance, security, cable, management, lease, occupancy, or other agreements affecting the Property, or the operation of any part thereof, which will survive the closing which will be binding on Buyer or the Property (“**Contracts**”).

The representations and warranties of Seller set forth in this Section 8(a) shall survive the Close of Escrow.

(b) Representations By Buyer. Buyer represents and warrants to Seller that no consent or approval from anyone other than Buyer’s Board of Supervisors (whose consent and approval shall be evidenced by Buyer’s signature to this Agreement) is required for the execution and delivery of this Agreement by Buyer or the performance by Buyer of its obligations hereunder.

The representations and warranties of Buyer set forth in this Section 8(b) shall survive the Close of Escrow.

(c) Covenants of Seller. Seller hereby agrees as follows:

(1) After the Effective Date and prior to the Closing, no part of the Property, or any interest therein, shall be sold, leased, licensed, encumbered or otherwise transferred without Buyer’s prior written consent.

(2) Prior to Closing, Seller shall promptly notify Buyer of any fact or circumstance of which Seller becomes aware or should be aware which would make any of Seller’s

representations and warranties untrue in any material respect, or any covenant of Seller under this Agreement incapable or improbable of being cured or performed.

(3) After the Effective Date and prior to the closing, Seller shall not enter into any Contract or any new lease (nor amend or modify any existing Contract or Lease) without Buyer's prior written consent.

(4) Seller shall not accept, consider or entertain any offers to acquire or purchase the Property from any third parties as of the Effective Date of this Agreement.

9. Prorations.

(a) Subject to this Section 9 below, all revenues and expenses of the Property, including without limitation real property taxes, special taxes, assessments (if any) shall be prorated and apportioned between Buyer and Seller as of 12:01 a.m. on the Closing Date, so that Seller bears all expenses with respect to the Property, and has the benefit of all income with respect to the Property, through and including the date immediately preceding the Closing Date, and Buyer bears all expenses with respect to the Property, and has the benefit of all income with respect to the Property on and after the Closing Date. If any portion of the Property is affected by any assessment or other charge, whether for taxes or bonds, or interest thereon, which is or may become payable in installments, and an installment payment of such assessment is then a lien due and payable as part of the annual ad valorem property tax bill received for the Property, then such installment shall be prorated as of the Closing Date; and if any such assessment or other charge is not payable in installments or are not billed as part of the annual ad valorem property tax bill for the Property, shall be paid in full (if any) by Seller at the Closing. Notwithstanding the foregoing, Seller shall be solely responsible for clearing all possessory interest taxes from the Property not later than the Closing. Any necessary adjustment due either party on receipt of a supplemental tax bill will be made by the parties outside of this Escrow within the time required by this Section 9 below, which obligation shall survive the Closing.

(b) Subject to Section 9(a) above, if any of the items to be prorated as of Closing cannot be finally determined as of Closing, the prorations shall be made at Closing based on the last available information, and post-closing adjustments between Buyer and Seller shall be made within twenty (20) days after the date that the actual amounts are determined, and if payment is not made within this twenty (20) day period the party owing such sums shall pay interest thereon, at the rate of ten percent (10%) per annum, from date of delivery of the bill to the non-paying party to the date of payment. This subsection (b) shall survive the Closing.

10. Title Charges; Other Closing Costs. If this transaction closes as provided in this Agreement, (i) Seller shall pay the premium for the Title Policy attributable to "standard" title insurance coverage, any documentary transfer tax, recording fees, the escrow fees, and the costs related to the payoff or removal of any Existing Liens; (ii) Buyer shall pay the premium associated with any extended title insurance coverage and the cost of any endorsements to the Title Policy requested by Buyer; (iii) Buyer and Seller shall each pay the fees and expenses of its respective legal counsel and other third party consultants; and (iv) all other Closing costs, if any, shall be allocated between Seller and Buyer in accordance with the custom in Santa Clara County, California.

11. Close of Escrow. Upon the Close of Escrow, Seller and Buyer shall instruct Escrow Holder to deliver all funds, instruments and documents as follows:

(a) Escrow Holder shall be instructed to deliver to Seller:

(1) A copy of the fully executed Grant Deed and Certificate of Acceptance, showing recording information, and certified by the Escrow Holder as being a true and complete copies of the same recorded in the Official Records;

(2) A copy of the Non-Foreign Status Certificate and the Form 593-C; and

(3) A copy of all other documents deposited into Escrow.

(b) Escrow Holder shall be instructed to deliver to Buyer following the Close of Escrow the following:

(1) A copy of the fully executed Grant Deed, and Certificate of Acceptance, showing recording information, and certified by the Escrow Holder as being a true and complete copies of the same recorded in the Official Records;

(2) The original of the Non-Foreign Status Certificate and the Form 593-C;

(3) A copy of the Preliminary Change of Ownership Report;

(4) The original Title Policy; and

(5) A copy of all other documents deposited into Escrow.

(c) Escrow Holder shall be designated the “real estate reporting person” for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Holder shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Holder shall be directed to file a Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation.

(d) In addition, Escrow Holder shall immediately after the recording of the Grant Deed, file with the Assessor’s Office of the County of Santa Clara the Request for Cancellation of Taxes and provide Buyer with proof of such filing.

12. Condemnation. If between the date of this Agreement and the Closing Date any condemnation or eminent domain proceedings are initiated which would result in the taking of any portion of the Property, then Buyer may terminate this Agreement by written notice to Seller. Seller shall promptly notify Buyer in writing upon receiving written notice of the commencement or occurrence of any condemnation or eminent domain proceedings affecting the Property. If such proceedings are initiated for the taking of any part of the Property, Buyer shall then notify Seller, within ten (10) business days after Buyer’s receipt of Seller’s notice (but in no event later than 24 hours prior to the Closing Date), whether or not Buyer elects to terminate this Agreement. If Buyer elects not to terminate this Agreement or fails to make an election within such ten (10) business

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day period or twenty-four (24) hours prior to the Closing Date, whichever is earlier, then Buyer shall be deemed to have elected to proceed with the Closing, in which event Seller shall assign to Buyer at Closing all of Seller's right, title and interest in and to any award made in connection with such condemnation or eminent domain proceedings, or if such payment has been received by Seller such payment shall be credited to Buyer at the Closing, and Closing shall be delayed, if necessary, until the later to occur of (i) the Closing Date, or (ii) ten (10) days after the expiration of the ten (10) business day period. If this Agreement is terminated in accordance with this Section 12, the Deposit shall be released to Buyer and Seller and Buyer shall thereupon be released from all further obligations under this Agreement other than the Surviving Obligations.

13. Risk of Loss. If prior to the Closing, the Property is materially damaged or destroyed, Buyer has the right, exercisable by giving written notice to Seller within ten (10) days after receiving written notice of such damage or destruction (but in any event no later than the Closing Date), either (A) to terminate this Agreement, in which case the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement other than the Surviving Obligations, or (B) to accept the Property in its then condition and to proceed with the Closing.

14. Default.

(a) Default by Buyer.

IF CLOSING FAILS TO OCCUR SOLELY BECAUSE OF BUYER'S DEFAULT UNDER THIS AGREEMENT, SELLER MAY INSTRUCT ESCROW HOLDER TO CANCEL THE ESCROW, SELLER AND BUYER SHALL THEREUPON BE RELEASED FROM THEIR RESPECTIVE OBLIGATIONS HEREUNDER (OTHER THAN THE SURVIVING OBLIGATIONS), AND THE DEPOSIT SHALL BE PAID TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES, SUBJECT TO THE REMAINDER OF THIS SECTION 14(a). THE PARTIES ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A DEFAULT BY BUYER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR SIGNATURES OR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE AMOUNT DESIGNATED AS LIQUIDATED DAMAGES IN THIS SECTION 14(a) HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS REASONABLE LIQUIDATED DAMAGES PURSUANT TO THE TERMS HEREOF, CALIFORNIA CIVIL CODE SECTIONS 1671 AND 1677 AND ANY OTHER APPLICABLE LAW, AND TERMINATION OF THIS AGREEMENT AND RETENTION OF LIQUIDATED DAMAGES AS A RESULT THEREOF SHALL CONSTITUTE SELLER'S ONLY AND EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT OF A DEFAULT ON THE PART OF BUYER. THE PAYMENT OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369 BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES. THE PROVISIONS OF THIS SECTION 14(a) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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SELLER'S INITIALS: _____

BUYER'S INITIALS: _____

(b) Default by Seller.

If the Closing fails to occur due to Seller's default in the performance of its obligations hereunder or is otherwise in breach of the terms hereof, Buyer shall, at its election, have the right to terminate this Agreement and receive a return of the Deposit and reimbursement of Buyer's out of pocket expenses incurred by Buyer in connection with this Agreement and Buyer's due diligence investigations relating to the Property, and the right to pursue all other rights and remedies available to Buyer by law or in equity, including the right of specific performance.

15. Notice. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following address:

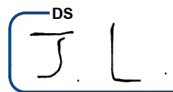
If to Seller: Lilian Soleimani, Agent
Synoptic
Lilian@synoptic-reg.com

If to Buyer: County of Santa Clara
Parks and Recreation Department
298 Garden Hill Drive
Los Gatos, CA 95032
Attention: Real Estate
Email: Linda.Zimmer@prk.sccgov.org

With a Copy to: County of Santa Clara
Office of County Counsel
70 W. Hedding Street, East Wing, 9th Floor
San Jose, CA 95110
Attention: County Counsel

Escrow Holder: Fidelity National Title
675 N. First Street, 4th Floor
San Jose, CA 95112
(408) 827-0035
Karen.Owczarczak@fnf.com

Subject to this Section below, any such notices shall be sent either (a) by certified mail, return receipt requested, postage prepaid in the U.S. mail, (b) by personal delivery, (c) by a nationally recognized overnight courier, (d) by telecopier, in which case notice shall be deemed delivered when the transmitting telecopier machine has confirmed that the notice has been completed or sent without error, provided that a copy is also sent out not later than one (1) business day thereafter by certified mail, personal delivery or overnight courier as described in (a), (b) or (c) immediately above, or (e) by email, provided that a copy is also sent out not later than one (1) business day thereafter by certified mail, personal delivery or overnight courier as described in (a), (b) or (c) immediately above. The above addresses may be changed by written notice to the other party;

provided, however, that in no event shall a change of address include a P.O. Box. Notwithstanding this Section above, if a notice is sent in the manner required by this Section above, it shall be deemed given upon receipt, refusal of delivery by the intended recipient or failure of delivery due to incorrect delivery information provided by the intended recipient to the noticing party.

16. Time of Essence. Time is of the essence for this Agreement.

17. Governing Law and Venue. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement, or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the law of the State of California (excluding any conflict of laws or provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought only in Santa Clara County, California. EACH OF THE PARTIES CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN SANTA CLARA COUNTY, CALIFORNIA.

18. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term "electronic copy of this agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term "electronically signed agreement" means the agreement that is executed by applying an electronic signature using technology approved by the County.

19. Captions. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

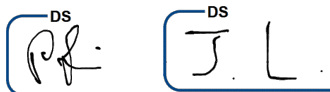
20. Assignability. Neither party shall assign this Agreement without the prior written consent of all parties.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of both the parties hereto and their respective legal representatives, successors and permitted assigns.

22. Modifications; Waiver. No waiver, modification, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by both parties.

23. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded hereby.

24. Partial Invalidity. Any provision of this Agreement which is void, unenforceable or invalid or the inclusion of which would adversely affect the validity, legality or enforcement of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect.



25. Submission of Agreement. The submission of this Agreement by one party to the other or their agents or attorneys for review will not be deemed an offer to sell, transfer, or purchase the Property, and no agreement with respect to the transfer, purchase and/or sale of the Property will exist unless and until this Agreement is executed and delivered by both Seller and Buyer.

26. Computation of Time. In computing any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included, and the last day of the period so computed will be included, unless it is a Saturday, Sunday or legal holiday recognized as such in California, in which event the period runs until the end of the next day which is not a Saturday, Sunday or such legal holiday. As used in the Agreement, “**business day**” shall mean a day which is not a Saturday, Sunday or legal holiday recognized as such in California.

27. Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

28. Number and Gender; Joint and Several Liability. When required by the context of this Agreement, each number (singular and plural) shall include all numbers, and each gender shall include all genders.

29. Negotiated Terms. Each party has had the opportunity to be advised by legal counsel and other professionals in connection with this Agreement, and each party has obtained such advice as each party deems appropriate. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professionals participated in the preparation of this Agreement. In the event either party hereto now or hereafter shall consist of more than one person, firm, or corporation, then and in such event, all such persons, firms, or corporations shall be jointly and severally liable as such party under this Agreement.

30. Signatures. Signatures and initials to this Agreement created by the signer by electronic means (e.g., DocuSign) and/or transmitted by telecopy or other electronic transmission shall be valid and effective to bind the party so signing. Upon the request of one party to the other party, the other party agrees to promptly deliver an execution original to this Agreement with its actual signature and initials to the other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own electronically created and/or telecopied or electronically transmitted signature and initials and shall accept the electronically created and/or telecopied or electronically transmitted signature and initials of the other party to this Agreement.

31. Relationship of Parties. The parties acknowledge and agree that nothing set forth in this Agreement shall be deemed or construed to render the parties as affiliates, joint-venturers, partners, associations, master-servant, agents, representatives, a joint enterprise, employer-employee, lender-borrower or contractor. Seller shall have no authority to employ any person as employee, agent or representative on behalf of Buyer for any purpose. Neither Seller nor any person using or involved in or participating in any actions or inactions relating to the Agreement, or the Property

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shall be deemed an affiliate, employee, representative or agent of Buyer, nor shall any such person or entity represent himself, herself, or itself to others as an employee, affiliate, agent or representative of Buyer.

32. No Third Party Rights. The parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of or to this Agreement or of any duty, covenant, obligation, or undertaking established herein. This Agreement shall not be construed as nor deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action herein for any cause whatsoever.

33. Exclusivity. During the term of this Agreement, Seller shall not offer the Property or any interest therein for sale or lease to any other party, or negotiate, solicit, or entertain any offers.

34. Brokers. Except Seller's broker, Lilian Soleimani of Synoptic Real Estate Group, whose sales commission is the sole responsibility of Seller and not Buyer, the parties represent and warrant to each other that no broker or finder was instrumental in arranging or bringing about this transaction for such party and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement.

35. No Permitted Use of Santa Clara County Name. Except as allowed herein or by another written agreement entered into by and between the parties, Seller shall not publicize or use, or allow anyone else to use, the name, trade name, trade dress, seal, logo or other proprietary information of Buyer in any manner.

36. Non-Discrimination. Seller shall comply with all applicable nondiscrimination and equal opportunity in contracting Federal, State and local laws and regulations including the County of Santa Clara's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964, as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et seq.); California Labor Code sections 1101 and 1102. Seller shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organization affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Seller or any of Seller's Representatives discriminate in the fulfillment of any of the Agreement terms because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

37. California Public Records Act. All documents and records provided to or made available to Buyer under this Agreement become the property of the Buyer, which is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If proprietary information is contained in documents submitted by Seller or Seller's Representatives to Buyer, and Seller expressly claims that such information falls within one or more CPRA exemptions, Seller must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the confidential information. In the event of a request for such

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information, the Buyer will make reasonable efforts to provide notice to Seller prior to such disclosure. If Seller contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required at its own cost, liability, and expense to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County at least two (2) days before Buyer's deadline to respond to the CPRA request. If Seller fails to obtain such a remedy before the Buyer is required to respond to the CPRA request, Buyer may disclose the requested information and shall not be liable or responsible for such disclosure. Seller represents, warrants and agrees that it shall defend, indemnify and hold Buyer harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by Buyer of a CPRA request for any information arising from any representation, or any action (or inaction), by Seller or Seller's Representatives.

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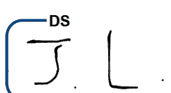
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38. Survival. Those provisions which by their nature should survive termination, expiration or cancellation of this Agreement, shall so survive, including but not limited to those Sections with express survival terms and this Paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

BUYER:

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

SUSAN ELLENBERG, President
Board of Supervisors

Date: _____

Signed and certified that a copy of this
document has been delivered by electronic
or other means to the President, Board of
Supervisors.

ATTEST:

CURTIS BOONE
Acting Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Elizabeth Viissers
ELIZABETH VISSERS
Deputy County Counsel

SELLER:

SHING MAO

DocuSigned by:
Shing Mao by Paul Yuan-Shen Lin, his attorney in fact
671ED200146E459...

Date: 1/30/2024

KUANG-YUAN SOONG

DocuSigned by:
Kuang-Yuan Soong by Paul Yuan-Shen Lin, his attorney in fact
671ED200146E459...

1/30/2024

Date: _____

AN-FUNG WU

DocuSigned by:
An-Fung Wu by Paul Yuan-Shen Lin, his attorney in fact
671ED200146E459...

1/30/2024

Date: _____

LIN LIVING TRUST, DATED AUGUST 31,
1992

DocuSigned by:
Paul Lin
671ED200146E459...

By: _____

Paul Yuan-Shen Lin, Trustee

1/30/2024

DocuSigned by:
Jenny Shiu-Ching Lin
671ED200146E459...

By: _____

Jenny Shiu-Ching Lin, Trustee

1/30/2024

Date: _____

EXHIBIT 1 to Purchase and Sale Agreement

FORM OF GRANT DEED

[See attached.]

**RECORD WITHOUT FEE UNDER CALIFORNIA
GOVERNMENT CODE SECTIONS 27383 AND 6103**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Santa Clara
Parks & Recreation Department
298 Garden Hill Drive
Los Gatos CA., 95032

Space above this Line for Recorder's Use

APN 517-04-030

Transfer is exempt from documentary transfer tax pursuant to R&T Code Section 11922.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Paul Yuan-Shen Lin and Jenny Shiu-Ching Ling as Trustees of the Lin Living Trust dated August 31, 1992, Shing Mao, Kuang-Yuan Soong, and An-Fung Wu (collectively "Grantor"), hereby **GRANTS** to the COUNTY OF SANTA CLARA, a political subdivision of the State of California ("Grantee"), all right, title, fee, and interest in and to that real property situated in the County of Santa Clara, State of California, described on Exhibit A attached hereto and generally depicted on Exhibit B attached hereto, together with all buildings and other improvements located on said real property, and all rights, privileges, easements and appurtenances thereto, including without limitation all mineral and water rights, appurtenant easements, rights-of way and other appurtenances used in connection with or relating to such real property, buildings, structures and other improvements.

The Grant Deed is dated for reference purposes as of _____, 2024.

The Property is being conveyed to Grantee for a public park purpose.

Mail tax statements to: Same as above address.

EXHIBIT A to Grant Deed

Legal Description

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

PARCEL ONE:

Beginning at an Alder Tree 8" in diameter blazed on four sides and marked P.E. 9 standing at the junction or confluence of Bonnet Creek with the so-called Lotti or Wallace Creek, as shown upon the Map of the division of the lands of Eloy and Pierre Pourroy in Sections 9 and 16, Township 8 South, Range 2 West, M.D.B. & M., compiled and surveyed by A. T. Herrmann, Licensed Land Surveyor, July 15, 1898 and recorded in Book F1 of Maps, at page 22, Santa Clara County Records, said point of beginning being also an angle point in the Westerly line of Parcel 2 in the Deed to Valley Title Company of Santa Clara County, a corporation, recorded January 5, 1965 in Book 6803 of Official Records, page 271, Santa Clara County Records; running thence Southwesterly along the Westerly lines of said Parcel 2, being also the centerline of said Wallace or Lotti Creek, 24 chains, more or less, to the junction of said Lotti or Wallace Creek; with a timbered ravine coming from the Southeast, located on said Map; thence Southeasterly and up the centerline of said ravine, 10.00 chains, more or less, to the point of intersection with the Southeasterly line of the lands of Eloy and Pierre Pourroy, as shown on said Map; thence along said last named Southeasterly line, North 45° East, 14.60 chains, more or less, to a stake marked J.B.A.G., and J.M., at the Southeasterly corner of the lands of said Eloy and Pierre Pourroy, said stake standing also at the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 16 of Township 8 South, Range 2 West, M.D.B. & M., and from which stake a Madrone 10" in diameter bears, North 66° 30' East, 26 links and a Madrone 12" in diameter bears, North 48 1/2° West, 19 links and thence along the Southerly line of said Northeast quarter of the Northeast quarter of said Section 16 East, 20 chains to the Southeast corner thereof; thence running along the East line of said Northeast quarter of the Northeast quarter and the East line of the Southeast one-quarter of Section 9, T. 8.S., R. 2 W., M.D.B. & M., Northerly 32 chains, more or less, to the point of intersection thereof with the centerline of the Lotti or Wallace Creek; thence running Southwesterly up the centerline of said Creek to the point of beginning and being a portion of Sections 9 and 16 of Township 8 South, Range 2 West, Mount Diablo Base & Meridian.

PARCEL TWO:

An easement for ingress and egress and the installation and maintenance of public utilities over a strip of land 60 feet wide, the centerline of which is the centerline of the now existing roads and running from the Northerly line of the property hereinabove described to a point from which the southeasterly corner of that certain 2,341 acre parcel shown on the record of survey recorded in Book 120 of Maps, at page 29, Santa Clara County Records, bears North 55° 56' 57" West, 76.00 feet; thence running North 55° 56' 57" West, 76.00 feet; thence North 51° 29' 57" West, 154.27 feet; thence North 25° 25' 02" West, 128.02 feet; thence North 34° 14' 02" West, 77.43 feet; thence continuing along the centerline of the now existing road Northwesterly to the point of intersection thereof with the centerline of Congress Springs Road.

APN: 517-04-030

EXHIBIT B to Grant Deed
Map of Premises

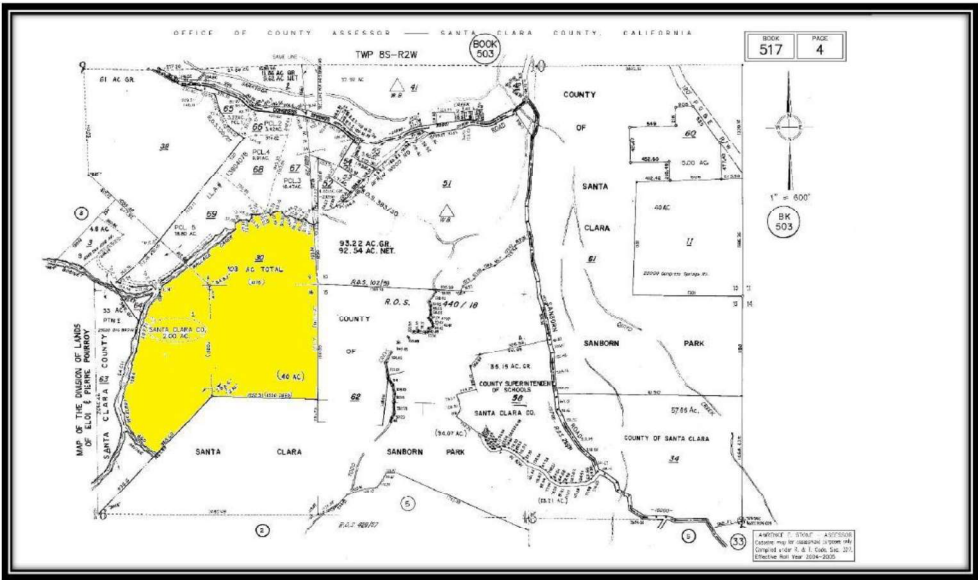


EXHIBIT 2 to Purchase and Sale Agreement

FORM OF CERTIFICATE OF ACCEPTANCE

[See attached]

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

Certificate of Acceptance

by

County of Santa Clara

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated _____, _____ from Paul Yuan-Shen Lin and Jenny Shiu-Ching Ling as Trustees of the Lin Living Trust dated August 31, 1992, Shing Mao, Kuang-Yuan Soong, and An-Fung Wu (collectively, “**Grantor**”), to the County of Santa Clara, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the County of Santa Clara pursuant to authority conferred by Resolution No. _____ of the Santa Clara County Board of Supervisors adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof, I have hereunto set my hand on _____ day of _____.

County of Santa Clara, a political subdivision of the State of California

Don Rocha, Director:
Department of Parks and Recreation:

APPROVED AS TO FORM AND LEGALITY:

ELIZABETH VISSERS
Deputy County Counsel

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

WITNESS my hand and official seal.

(Signature) (Seal)