

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
SANTA CLARA TO CONSUMMATE THE PURCHASE OF REAL PROPERTY  
LOCATED ON SAN FELIPE ROAD IN UNINCORPORATED SANTA CLARA  
COUNTY, CALIFORNIA, APN 660-01-013, 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 on San Felipe Road, proximate to Joseph D. Grant Metcalf Motorcycle County Parks, in unincorporated Santa Clara County, State of California, known as Assessor’s Parcel Number 660-01-013 (“Property”), as shown in Exhibits A and B, for public park purposes from The Conservation Fund;

**WHEREAS**, the owner of the Property, The Conservation Fund (“Seller”), wishes to sell the Property to the County;

**WHEREAS**, the County of Santa Clara wishes to purchase the Property, at a price of \$5,000,000, from the Seller for public park purposes;

**WHEREAS**, for good and valuable consideration in the amount of \$5,000,000, the Seller desires 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 C;

**WHEREAS**, an additional funding amount of \$2,250,000 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 County-wide 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, take care of, 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 C).

**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 C) for the Purchase Price of \$5,000,000 plus \$2,250,00 in additional costs for up to \$7,250,000 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 C);
5. the County Executive, or his 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, and to memorialize the vision of County, Santa Clara Valley Habitat Agency, and Seller to preserve habitat and create trail linkages and public access, 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 \_\_\_\_\_, 2024 by the following vote:

AYES:

NOES:

ABSENT:

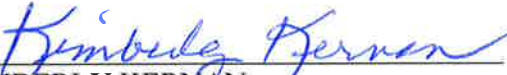
ABSTAIN:

\_\_\_\_\_  
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

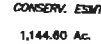
APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
KIMBERLY KERNAN  
Deputy County Counsel

Attachments to this Resolution

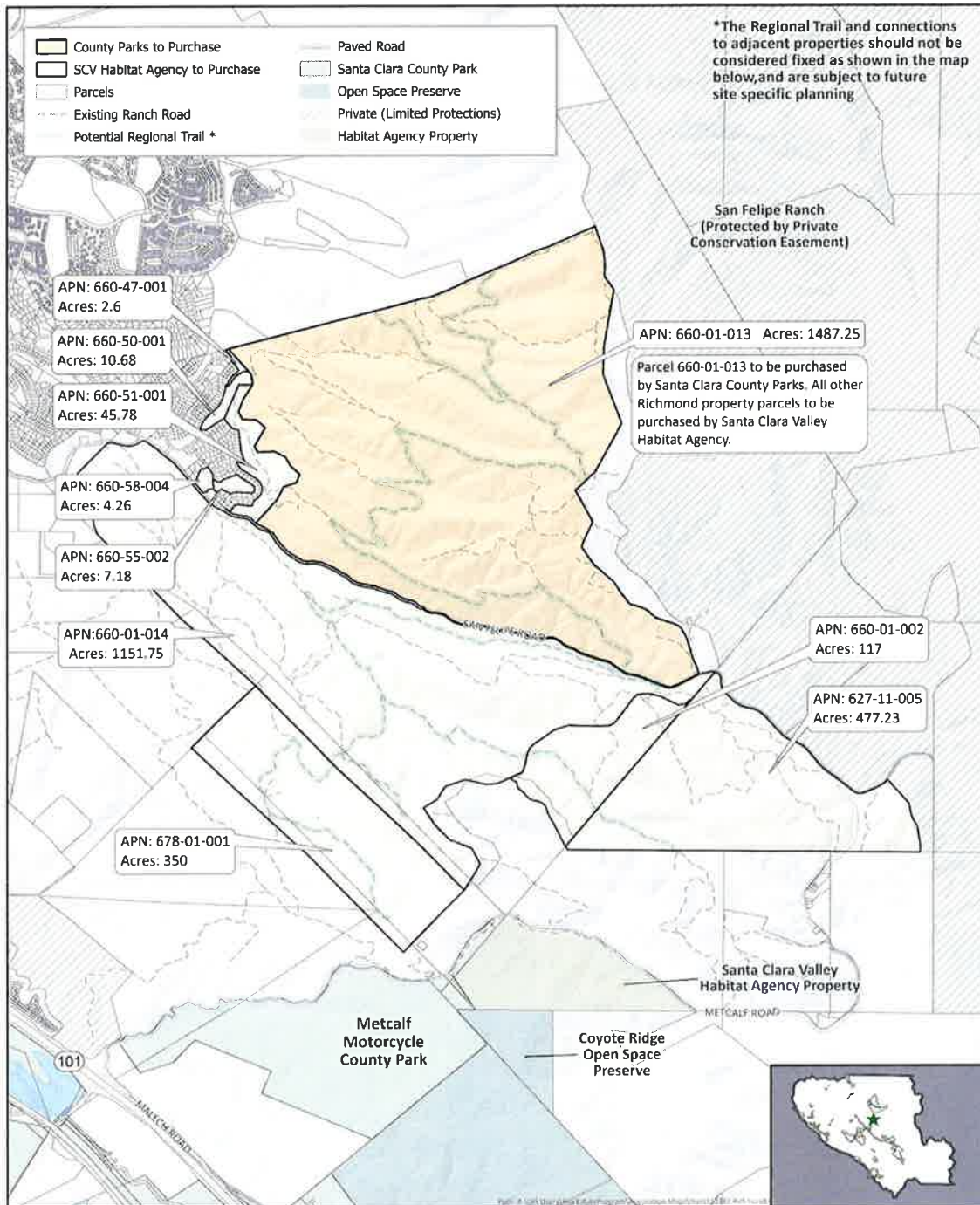
Exhibit A: Assessor's Map of Richmond Ranch Property  
Exhibit B: Illustrative Map of Richmond Ranch Property  
Exhibit C: Purchase and Sale Agreement

APN: 660-01-013



## Resolution to Consummate Purchase Richmond Ranch

# Exhibit B Illustrative Map of Richmond Ranch Property APN: 660-01-013



This map generated by the County of Santa Clara Department of Parks and Recreation. The GIS files were compiled from various sources. While deemed reliable, the Department assumes no liability.

Richmond Ranch Parcels  
 Created: 9/21/2023  
 Created By: S. Hatt

Resolution to Consummate Purchase  
 Richmond Ranch

Exhibit C  
Purchase and Sale Agreement

Resolution to Consummate Purchase  
Richmond Ranch

## CONTRACT FOR SALE OF REAL ESTATE

**THIS CONTRACT FOR SALE OF REAL ESTATE** (the "Agreement") is entered into by and between **THE CONSERVATION FUND, a nonprofit corporation**, organized as a Maryland nonstock corporation, with an office at 1655 N. Fort Myer Drive, Suite 1300, Arlington, Virginia 22209 ("Seller") COUNTY OF SANTA CLARA, a political subdivision of the State of California, with an office at 298 Garden Hill Drive, Los Gatos, California 95032 ("Purchaser"). Seller and Purchaser shall each be a "Party" and, collectively, the "Parties." The "Effective Date" of this Agreement shall be the last date signed by either Party.

### RECITALS:

A. Seller owns certain real property in Santa Clara County, California, known as Assessor's Parcel Number 660-010-13, comprising 1,487.00± acres, together with the buildings and improvements thereon, if any, and all rights, hereditaments, easements and appurtenances belonging thereto including without limitation all development rights, mineral and water rights, appurtenant easements, rights-of way and other appurtenances used in connection with or relating to the Land (collectively, the "Property"), as more fully described in Exhibit A attached hereto.

B. Seller desires to sell and Purchaser desires to purchase the Property from Seller, on the terms and conditions set forth herein.

For and in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT:

#### 1. Purchase and Sale.

1.1. Purchase and Sale of Property. Seller agrees to sell, and Purchaser agrees to purchase the Property for the Purchase Price set forth in Section 1.2, on the terms and subject to the conditions set forth in this Agreement.

1.2. Purchase Price. The purchase price for the Property (the "Purchase Price"), including the Deposit identified in Section 1.3, shall be equal to Five Million Dollars (\$5,000,000.00).

1.3. Earnest Money Deposit. Within fifteen (15) business days after the Effective Date, Purchaser shall deliver an earnest money deposit of One Thousand Dollars (\$1,000.00) (the "Deposit") in escrow with Chicago Title Company, 675 N. First Street, Suite 400, San Jose, CA 95112 (the "Title Company") ("Escrow"). The Deposit shall be non-refundable except as provided herein. If and when Closing occurs, the Deposit shall be applied to the Purchase Price.

1.4. 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 Purchaser'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.

1.5 **Success Fee & Interest Carry.** Purchaser shall also pay Seller a fee of **One Hundred Forty Thousand Six Hundred Twenty-Five Dollars** (\$140,625.00) at Closing (the "Success Fee"). Purchaser shall also pay Seller a fee of **Seventy-Two Thousand Nine Hundred Sixteen Dollars** (\$72,916.00) at Closing (the "Interest Carry"). The Success Fee and Interest Carry will be entirely in addition to the Purchase Price.

## **2. Closing.**

**2.1 Closing Date.** The closing of the purchase and sale of the Property (the "Closing") shall be held at the office of the Title Company in Escrow or on or before April 30, 2024 ("Closing Date").

**2.2 Purchaser's Conditions to Closing.** In sufficient time to allow Closing to occur on the Closing Date, Seller shall cause to be delivered into the Escrow:

- A. 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 Purchaser title to the Property, in the form of **Exhibit B** attached hereto ("**Grant Deed**");
- B. 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 are not subject to withholding under federal or state law;
- C. Such additional instruments or documents reasonably required by Escrow Holder for Close of Escrow 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 Purchaser 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).

**2.3 Seller's Conditions to Closing.** Prior to Closing, in sufficient time prior thereto to allow Closing to occur on the Closing Date, Purchaser 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 C** 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.

2.4 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 Purchaser or Seller, the cost of cancellation of the Escrow shall be shared equally between Purchaser 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 Purchaser or Seller may have against each other arising out of this Agreement and the Escrow, which rights shall survive the termination of this Agreement.

2.5 Prorations of Taxes, Other Expenses, and Income. At Closing, all expenses and income with respect to the Property (including, without limitation, rents, utilities, real estate taxes, and special assessments) shall be prorated as of the Closing Date, with Seller to pay (or be credited with) those items attributable to the period of time prior to the Closing Date, and Purchaser to pay (or be credited with) those items attributable to the period of time on or subsequent to the Closing Date. All prorations of real and personal property taxes and special assessments shall be allocated utilizing the customary tax cycle(s) in the taxing district in which the Property is situated, based on the most recent ascertainable tax bill.

2.6 Closing Costs and Fees. At closing, (i) Purchaser shall pay the premium for the Title Policy attributable to "standard" title CTLA and if it elects, ALTA 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) Purchaser shall pay the premium associated with any extended ATLA title insurance coverage and the cost of any endorsements to the Title Policy requested by Purchaser; (iii) Purchaser 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 Purchaser in accordance with the custom in Santa Clara County, California.

2.7 1099 Reporting. The Title Company is designated as the entity responsible for filing a Form 1099 with the Internal Revenue Service promptly after Closing, to the extent required by the Internal Revenue Code of 1986, as amended (the "Code") and applicable U.S. Department of the Treasury regulations.

### **3. Inspections.**

During the time period set forth in paragraph 5.1 below, Purchaser 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, at its sole cost and expense. Purchaser shall keep the Property free and clear of all liens related to Purchaser's inspections, tests, and investigations.

#### **4. Property Materials.**

Not later than two business (2) days after the Effective Date, Seller shall deliver to Purchaser for Purchaser'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, and to the extent the documents have not previously been provided by Seller to Purchaser (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.

#### **5. Conditions to Closing.**

**5.1. Purchaser's Conditions.** In addition to all other conditions in this Agreement, Seller and Purchaser agree that Closing is subject to satisfaction, approval or waiver by Purchaser of the matters specified in this Section 5.1, which conditions are solely for the benefit of Purchaser and can waived only in writing by Purchaser:

A. Purchaser's approval, in its sole discretion, of all matters and conditions pertaining to the Property. The "Due Diligence Period shall be forty (40) days from the effective date (the "**Due Diligence Period**") during which time the Purchaser shall have the right to review and approve title as set forth in Section 6 below. If the conditions set forth in this Section 5.1 are met to Purchaser's satisfaction, determined in Purchaser's sole and absolute discretion, or waived by Purchaser, Purchaser may deliver to Sellers notice that Purchaser is waiving this due diligence contingency (the "**Approval Notice**"), in which case, the conditions set forth in this Section shall be waived. If Purchaser does not deliver an Approval Notice to Sellers prior to the expiration of the Due Diligence Period, Purchaser shall be deemed to have elected to terminate this Agreement. Purchaser may also, prior to the expiration of the Due Diligence, affirmatively terminate this Agreement by notifying Sellers of such election to terminate. Upon termination or deemed termination of this Agreement pursuant to this Section 5.1, Purchaser shall be entitled to a return of the Deposit and Seller and Purchaser shall be released from all further obligations under this Agreement, other than the Surviving Obligations.

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

C. Purchaser shall have reviewed and approved the final, fully executed copy of the Grant Deed and any other documents to be recorded, prior to recording of the same;

D. Seller shall not be in default of Seller's obligations under this Agreement, and all 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.

5.2. **Sellers' Conditions.** In addition to all other conditions to this Agreement, Seller and Purchaser agree that Closing is subject to satisfaction, approval or waiver by Seller of the matters specified in this Section 5.2 which conditions are solely for the benefit of Seller and can be unilaterally waived solely by Seller:

A. Purchaser shall not be in material default of Purchaser's obligations under this Agreement, and that all of Purchaser's express representations and warranties set forth in this Agreement continue to be true, correct, and unchanged in all materials respects as of the Closing.

6. **Title.** At Closing, Title to the Property shall be conveyed to Purchaser 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 Purchaser has consented to as provided below, and (iv) liens and encumbrances directly caused by the acts of Purchaser or any of Purchaser's Representatives. Prior to the expiration of the Due Diligence Period ("**Title Review Period**"), Purchaser may deliver to Seller written notice of any objections that Purchaser may have to the Title Report. If Purchaser fails to deliver such written notice of objection to Seller, Purchaser shall be deemed to have approved title. If Purchaser does timely object to any title exceptions, Seller shall notify Purchaser within three (3) business days following the date of Purchaser'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 Purchaser 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, Purchaser may elect either:

1. to terminate this Agreement (and such termination shall not be a Purchaser 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 ("**Purchaser's Election Period**"). If Purchaser does not elect to take title as it then is within Purchaser's Election Period, then Purchaser shall be deemed to have elected to have waived its

termination rights with respect to such objected to items. 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 Purchaser agrees to accept title as it then is without reduction of the Purchase Price, Purchaser may, at its option determined in Purchaser's sole and absolute discretion, terminate this Agreement, in which event the Deposit shall be released to Purchaser, unless such exception has been caused by Purchaser's default under this Agreement.

## **7. Representations and Warranties.**

7.1. **Seller Representations and Warranties.** Seller hereby represents and warrants to Purchaser, as of the Effective Date and as of the Closing, except to the extent a representation and warranty is limited to a specific date:

A. **Organization and Authority.** Seller is a nonprofit organization incorporated as a nonstock corporation under the laws of the state of Maryland, is an organization that is tax exempt under Section 501(c)(3) of the Code and is validly existing and in good standing under the laws of Maryland.

B. **Authorization.** Seller has taken all action necessary for the authorization, execution, and delivery of this Agreement and for Seller's performance of its obligations hereunder. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. Seller's signatories have full right and authority to execute and deliver this Agreement and all related documents.

C. **Record Owner.** Seller is the record owner of the Property and holds marketable title to the Property.

D. **Legal Proceedings.** To Seller's actual knowledge, there are no actions, suits, proceedings or investigations pending or threatened against Seller or the Property that could materially and adversely affect the ability of Seller to fulfill its obligations under this Agreement. Additionally, this Agreement does not or will not conflict with any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

E. **No Conflict.** The execution and delivery of this Agreement and the performance by Seller of its obligations hereunder will not conflict with or result in a violation of its articles of incorporation or bylaws or, to Seller's actual knowledge without investigation, any material agreement, instrument, order, writ, judgment or decree to which Seller is a party or is subject.

F. **Non-Foreign Status.** Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Federal Code.

G. **Broker's Commission.** Seller has not contracted with any broker or finder with regard to this transaction and Seller agrees to indemnify, defend and hold harmless Purchaser from and against any and all liability, claims, demands, damages and costs of any kind incurred by or to which Purchaser is subject arising out of or in connection with any broker's or finder's fee,

excepting the Success Fee and Interest Carry due to Seller under paragraph 1.5 above, commission or charges claimed to be due any person engaged by Seller in connection with the transaction contemplated by this Agreement.

H. To Seller's actual knowledge, the Property Materials delivered to Purchaser are complete copies of all the Property Materials in the possession or control of Seller or Seller's agents. Prior to the Closing, Seller agrees to promptly deliver to Purchaser any additional documents received by Seller after the 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.

I. Seller has not 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 including any pending legal action.

J. 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 Purchaser).

K. Seller has not 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.

L. Seller has not 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 Purchaser or the Property, other than the Permitted Exceptions as defined in paragraph 6 and the grazing lease dated January 1, 2014 ("Grazing Lease") between Richard Vargas Livestock, LLC and Richard W. Vargas (collectively "Lessee") Richard Vargas and DeEtte Richmond Sipos, Co-Trustee of the Testamentary Trust created under the Will of Edmund N. Richmond (Lessor).

M. Except as set forth in any of the Property Materials and the Title Report delivered to Purchaser, to Sellers' knowledge, Sellers have received no written notice from any governmental agency or authority, and Sellers have 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 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.

N. Anti-Terrorism.

(i) Neither Seller nor the holder of any direct or indirect ownership interest in Seller (collectively, the “Seller Parties”), or any affiliate of Seller, is subject to sanctions of the United States government or in violation of any laws relating to terrorism or money laundering, including, without limitation, Terrorism Executive Order or a person similarly designated under any related enabling legislation or any other similar Executive Orders, the Patriot Act, any sanctions and regulations promulgated under authority granted by the Trading with the Enemy Act, 50 U.S.C. App. 1-44, as amended from time to time, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, as amended from time to time, the Iraqi Sanctions Act, Publ. L. No. 101-513; United Nations Participation Act, 22 U.S.C. § 287c, as amended from time to time, the International Security and Development Cooperation Act, 22 U.S.C. § 2349 aa-9, as amended from time to time, The Cuban Democracy Act, 22 U.S.C. §§ 6001-10, as amended from time to time, The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 2339b, as amended from time to time, and The Foreign Narcotics Kingpin Designation Act, Publ. L. No. 106-120, as amended from time to time.

(ii) None of Seller, the Seller Parties, nor any affiliate of Seller is (A) listed on the Specially Designated Nationals and Block Person List (the “SDN List”) maintained by the Office of Foreign Assets Control (“OFAC”), Department of the Treasury, and/or on any other similar list (collectively with the SDN List, the “Lists”) maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation; or (B) a person (a “Designated Person”) either (x) included within the term “designated national” as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (y) designated under Sections 1(a), 1(b), 1(c) or 1(d) of the Terrorism Executive Order or a Person similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, a “Prohibited Person”).

The representations and warranties of Sellers set forth in this Section XX shall survive the Close of Escrow for twelve (12) months.

7.2. Purchaser Representations and Warranties. Purchaser hereby represents and warrants to Seller, as of the Effective Date and as of the Closing, except to the extent a representation and warranty is limited to a specific date:

A. Organization and Authority. Purchaser is a political subdivision of the State of California is validly existing and in good standing under the laws of such state.

B. Authorization. Purchaser represents and warrants to Sellers that no consent or approval from anyone other than Purchaser's Board of Supervisors (whose consent and approval shall be evidenced by Purchaser's signature to this Agreement) is required for the execution and delivery of this Agreement by Purchaser or the performance by Purchaser of its obligations hereunder.

C. Legal Proceedings. To Purchaser's actual knowledge, without investigation, there are no actions, suits, proceedings or investigations pending or threatened against Purchaser that could materially and adversely affect the ability of Purchaser to fulfill its obligations under this Agreement.

D. No Conflict. The execution and delivery of this Agreement and the performance by Purchaser of its obligations hereunder will not conflict with or result in a violation of its articles of incorporation, bylaws or other governing documents, or, to Purchaser's actual knowledge without investigation, any material agreement, instrument, order, writ, judgment or decree to which Purchaser is a party or is subject.

E. Broker's Commission. Purchaser has not contracted with any broker or finder with regard to this transaction and Purchaser agrees to indemnify, defend and hold harmless Seller from and against any and all liability, claims, demands, damages and costs of any kind incurred by or to which Seller is subject arising out of or in connection with any broker's or finder's fee, commission or charges claimed to be due any person engaged by Purchaser in connection with the transaction contemplated by this Agreement.

F. Anti-Terrorism.

(i) None of Purchaser, the holder of any direct or indirect ownership interest in Purchaser (collectively, the "Purchaser Parties") is subject to sanctions of the United States government or in violation of any laws relating to terrorism or money laundering, including, without limitation, Terrorism Executive Order or a Person similarly designated under any related enabling legislation or any other similar Executive Orders, the Patriot Act, any sanctions and regulations promulgated under authority granted by the Trading with the Enemy Act, 50 U.S.C. App. 1-44, as amended from time to time, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, as amended from time to time, the Iraqi Sanctions Act, Publ. L. No. 101-513; United Nations Participation Act, 22 U.S.C. § 287c, as amended from time to time, the International Security and Development Cooperation Act, 22 U.S.C. § 2349 aa-9, as amended from time to time, The Cuban Democracy Act, 22 U.S.C. §§ 6001-10, as amended from time to time, The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 2339b, as amended from time to time, and The Foreign Narcotics Kingpin Designation Act, Publ. L. No. 106-120, as amended from time to time.

(ii) None of Purchaser, the Purchaser Parties is (A) listed on the Lists; or (B) a Designated Person or Prohibited Person.

The representations and warranties of Purchaser set forth in this Section XX shall survive the Close of Escrow for twelve (12) months.

#### **8. Additional Covenants and Agreements.**

8.1. Preservation of the Property. Seller shall not mortgage, lease, encumber or otherwise dispose of the Property or any part thereof prior to Closing or the termination of this Agreement, without first having obtained the prior written consent of Purchaser, except as provided in Section 5.2. Seller agrees that except as provided in Section 5.2, the Property conditions shall remain as they exist on the Effective Date until Closing.

8.2. Condemnation; Risk of Loss. If at any time between the Effective Date and Closing, all or any significant portion of the Property is condemned by any legally constituted authority for any public use or purpose, or the Property or any portion thereof is damaged by whatever cause, then Seller may elect to either: (a) exclude that portion of the Property affected by such condemnation or damage and reduce the Purchase Price accordingly (wherein the term "Property" as used herein shall thereafter refer to the Property less and except any portion thereof taken by such condemnation or damaged), in which case Seller will collect all awards or proceeds from any condemnation or casualty; or (b) make no adjustment to the Property transferred and assign all awards or proceeds from any condemnation or casualty to Purchaser; and in either case the terms of this Agreement (as adjusted pursuant to subsection (a)) shall remain in full force and effect and binding on the Parties.

8.3. Time of Essence. Purchaser and Seller expressly and specifically agree time is of the essence of this Agreement and all provisions, obligations and conditions hereof.

8.4. Mutual Cooperation. Each Party hereto agrees to execute and deliver such other and further instruments and documents as may reasonably be requested by the other to carry out this Agreement and convey title to the Property to Purchaser. Each Party hereto covenants to exercise good faith in fulfilling its obligations under this Agreement. This Section 5.4 shall survive Closing.

8.5. Coordination of Public Announcements. The Parties shall cooperate on and coordinate all public announcements, in whatever medium, regarding the transaction that is the subject of this Agreement, and neither Party shall release any public statement regarding the transaction or Closing without the prior written approval of the other Party, which shall not be unreasonably withheld, conditioned or delayed. This Section 5.5 shall survive Closing and any termination of this Agreement.

#### **9. Property Conditions; Disclaimers.**

9.1. **"AS IS" NATURE OF TRANSACTION.** THE PROPERTY IS BEING PURCHASED IN ITS "AS IS" CONDITION AND "WITH ALL FAULTS" ON THE CLOSING DATE. PURCHASER SHALL HAVE THE RIGHT AND DUTY TO INSPECT THE PROPERTY OR TO HAVE IT INSPECTED BY A PERSON OF PURCHASER'S CHOICE, AT PURCHASER'S EXPENSE, PURSUANT TO SECTION 5.1.



9.2. **NO SELLER REPRESENTATIONS.** EXCEPT AS SPECIFICALLY SET FORTH IN **SECTION 7.1** OF THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE, AND HAS NOT AUTHORIZED ANYONE ELSE TO MAKE, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AS TO THIS AGREEMENT OR THE TRANSACTION DESCRIBED HEREIN, THE PROPERTY OR ITS CONDITIONS. BY WAY OF AMPLIFICATION AND NOT IN LIMITATION OF THE FOREGOING, SELLER HAS NOT MADE, DOES NOT MAKE, AND HAS NOT AUTHORIZED ANYONE ELSE TO MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING: (A) THE EXISTENCE OR NON-EXISTENCE OF ACCESS TO OR FROM THE PROPERTY OR ANY PORTION THEREOF; (B) THE LOCATION OF THE PROPERTY OR ANY PORTION THEREOF WITHIN ANY FLOOD PLAIN, FLOOD PRONE AREA OR WATERSHED; (C) THE AVAILABILITY OF WATER, SEWER, ELECTRICAL, GAS OR OTHER UTILITY SERVICES; (D) THE NUMBER OF ACRES IN THE PROPERTY; (E) THE PRESENT OR FUTURE PHYSICAL CONDITION OR SUITABILITY OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL STATUS OF THE PROPERTY; (F) THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE PROPERTY OR IMPROVEMENTS; (G) THE VOLUME, GRADES, QUALITY OR SPECIES OF TIMBER GROWING UPON THE PROPERTY; (H) OIL, GAS, OR MINERAL RIGHTS CONVEYED; (I) GOVERNMENTAL APPROVALS; (J) TAX CONSEQUENCES OR OTHER TAX MATTERS; OR (K) ANY OTHER MATTER OR THING RELATING TO THE PROPERTY, THIS TRANSACTION OR THIS AGREEMENT. SELLER HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 7.1. THIS SECTION 9.2 SHALL SURVIVE CLOSING AND THE TRANSFER OF THE PROPERTY CONTEMPLATED BY THIS AGREEMENT, AND SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

9.3. **PURCHASER ACKNOWLEDGMENT.** PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND INSPECTIONS OF THE PROPERTY AND ASSUMES THE RISK THAT ADVERSE MATTERS MAY NOT BE REVEALED BY PURCHASER'S INSPECTIONS. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY IN ITS "AS IS" CONDITION AND "WITH ALL FAULTS." PURCHASER FURTHER EXPRESSLY ACKNOWLEDGES THAT: (A) NO REPRESENTATIONS OR WARRANTIES REGARDING THE PROPERTY HAVE BEEN MADE BY SELLER OR ON SELLER'S BEHALF AND, IN ENTERING INTO THIS AGREEMENT, PURCHASER DOES NOT RELY ON ANY REPRESENTATIONS OR WARRANTIES BY SELLER OR ON ITS BEHALF OTHER THAN THOSE SPECIFICALLY SET FORTH IN SECTION 7.1 PURCHASER SHALL BE SOLELY RESPONSIBLE FOR OBTAINING ANY AND ALL GOVERNMENTAL OR OTHER APPROVALS REQUIRED BY PURCHASER TO CARRY ON ITS INTENDED OPERATIONS AT THE PROPERTY, AND (C) THE PROPERTY IS BEING SOLD SUBJECT TO ALL COVENANTS, EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD AND ANY MATTERS THAT

**MIGHT BE REVEALED BY A CURRENT AND ACCURATE SURVEY. AS A PART OF THE CONSIDERATION FOR THIS AGREEMENT, PURCHASER DOES HEREBY EXCLUDE FROM THIS AGREEMENT ANY AND ALL REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND IMPLIED, BY SELLER TO PURCHASER, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1 OF THIS AGREEMENT. SELLER AND PURCHASER ACKNOWLEDGE THAT THE PURCHASE PRICE FOR THE PROPERTY CONVEYED HEREIN IS BASED ON THE ACTUAL CONDITION (INCLUDING BUT NOT LIMITED TO THE ENVIRONMENTAL CONDITION) OF THE PROPERTY. THIS SECTION 9.3 SHALL SURVIVE CLOSING AND THE TRANSFER OF THE PROPERTY CONTEMPLATED BY THIS AGREEMENT, AND SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.**

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**Purchaser Initials**

9.4. Release and Waiver. Upon the Closing, Purchaser shall assume the risk that adverse matters may not have been revealed by its investigations, and, upon the Closing, Purchaser shall be deemed to have waived, relinquished and released Seller from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, that Purchaser might have asserted or alleged against Seller at any time by reason of or arising out of physical conditions, violations of any applicable federal, state or local laws, rules or regulations, and any and all other acts, omissions, events, circumstances or matters regarding the Property except for those related to Seller's representations in Paragraph 7.1. This Section 9.4 shall survive Closing and the transfer of the Property contemplated by this Agreement.

**10. Termination and Default.**

10.1. Default by Purchaser.

IF CLOSING FAILS TO OCCUR SOLELY BECAUSE OF PURCHASER'S DEFAULT UNDER THIS AGREEMENT, SELLERS MAY INSTRUCT ESCROW HOLDER TO CANCEL THE ESCROW, SELLERS AND PURCHASER SHALL THEREUPON BE RELEASED FROM THEIR RESPECTIVE OBLIGATIONS HEREUNDER (OTHER THAN THE SURVIVING OBLIGATIONS), AND THE DEPOSIT SHALL BE PAID TO AND RETAINED BY SELLERS AS LIQUIDATED DAMAGES, SUBJECT TO THIS REMAINDER OF THIS SECTION 15(a). THE PARTIES ACKNOWLEDGE THAT SELLERS' ACTUAL DAMAGES IN THE EVENT OF A DEFAULT BY PURCHASER 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 15(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 SELLERS' ONLY AND

EXCLUSIVE REMEDY AGAINST PURCHASER IN THE EVENT OF A DEFAULT ON THE PART OF PURCHASER. 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 15(a) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SELLER INITIALS: RSO

PURCHASER'S INITIALS: \_\_\_\_\_

10.2. Purchaser Termination/Default by Seller. In the event that Purchaser shall have fully performed or tendered performance of its obligations under this Agreement, and Seller shall be unable or shall fail to perform Seller's obligations under this Agreement, then Purchaser may elect to terminate this Agreement, have the Deposit returned to Purchaser, and the Parties shall be released from all obligations hereunder, provided, that the obligations of both Parties under Section 5.5 shall survive any such termination. Purchaser and Seller agree that Purchaser's right to have the Deposit returned to it shall be sole remedy of Purchaser the event of a breach of this Agreement by Seller.

11. Miscellaneous.

11.1. Notices. All notices, demands, approvals, requests, or other communications that are required or permitted by this Agreement shall be in writing. All such communications shall be delivered to the names and addresses below, and may be (a) delivered personally, (b) sent by recognized overnight delivery service, with receipt confirmed, or (c) sent by electronic mail, with receipt confirmed. Notices shall be deemed delivered upon actual receipt by the recipient. Any Party may change its notice address by giving notice of change of address to the other Party as provided herein.

If to Seller: The Conservation Fund  
1655 N. Fort Myer Drive, Suite 1300  
Arlington, Virginia 22209  
Attn: Rich Deitchman, Regional Counsel - Pacific  
Email: [rdeitchman@conservationfund.org](mailto:rdeitchman@conservationfund.org)  
Phone: (916) 835-7424

If to Purchaser: County of Santa Clara  
Parks and Recreation Department

298 Garden Hill Drive  
Los Gatos CA 95032  
Attention: Real Estate  
Email: [eric.ross@prk.sccgov.org](mailto:eric.ross@prk.sccgov.org)

With a Copy to: County of Santa Clara  
Office of County Counsel  
70 W. Hedding Street, East Wing, 9<sup>th</sup> Floor  
San Jose, CA 95110  
Attention: County Counsel Email:  
Kimberly.kernan@cco.sccgov.org

11.2. Assignment. Neither Party to this Agreement may assign this Agreement in whole or in part without the prior written consent of the other Party. All the provisions in this Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

11.3. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts or by electronic signature, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile or electronically transmitted copies hereof or signature hereon shall, for all purposes, be deemed originals.

11.4. Severability. If a court of competent jurisdiction finds that any term or provision of this Agreement is invalid or unenforceable, in whole or in part, the validity and enforceability of the remaining terms and provisions, or portions of them, are not affected unless an essential purpose of this Agreement is defeated by loss of the invalid or unenforceable provision.

11.5. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof, and is intended to be an integration of all prior or contemporaneous agreements, conditions, and/or undertakings between the Parties.

11.6. Governing Law and Venue. This Agreement and all claims or causes of action (whether in contract, tort, or statute) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and enforced in accordance with the internal laws of the State of California, including its statutes of limitations, without regard to the conflict of law provisions thereof. Each of the Parties Consent to the exclusive personal jurisdiction and venue of the courts, state and federal, located in Santa Clara County, California.

11.7. Incorporation of Recitals and Exhibits. The recitals and any Exhibits referenced in this Agreement are incorporated herein as if set forth in full in this Agreement.

11.8. Amendments and Waivers. This Agreement may be amended, supplemented, or modified only by a written instrument duly executed by or on behalf of each Party. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in writing and duly executed by the Party waiving such term or condition. A Party's failure to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. A waiver by a Party of the

performance of any covenant, condition, representation, or warranty by the other Party shall not invalidate this Agreement, nor shall such waiver be construed as a waiver of any other covenant, condition, representation, or warranty.

11.9. Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are completed, each Party will pay its own costs and expenses incurred in anticipation of, relating to, or in connection with the negotiation and execution of this Agreement and the transactions contemplated hereby.

11.10. Construction. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof. Unless the context clearly requires otherwise, in this Agreement, including its exhibits and amendments: (a) the plural and singular shall each be deemed to include the other; (b) "or" is not exclusive; (c) "include," "includes," and "including" are not limiting and shall be construed as if followed by the words "without limitation;" (d) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (e) reference to any Section, Exhibit, or defined term shall be deemed to refer to the Section, Exhibit, or defined term of this Agreement; (f) "days" shall mean calendar days unless otherwise expressly specified; (g) "business days" shall mean a day other than a Saturday, a Sunday, or a day on which banking institutions in the State or Commonwealth in which the Property is located are required or authorized by law or other governmental action to be closed; and (h) if the last day of any period to give notice, reply to a notice, meet a deadline or to undertake any other action occurs on a day that is not a business day, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day.

11.11. Ambiguities. This Agreement has been negotiated at arm's length and among parties sophisticated and knowledgeable in the matters addressed in this Agreement. Each Party has been represented by experienced and knowledgeable legal counsel or has had an opportunity to retain such counsel to review this Agreement before execution. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguity in this Agreement against the Party who drafted it is inapplicable and is waived. The provisions of this Agreement will be reasonably interpreted to effectuate the purpose of the Parties.

11.12. 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.

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

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

11.15. Non-Discrimination. Sellers 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. Sellers 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 Sellers or any of Sellers' 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.

11.16. California Public Records Act. All documents and records provided to or made available to Purchaser under this Agreement become the property of the Purchaser, 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 Sellers or Sellers' Representatives to Purchaser, and Sellers expressly claims that such information falls within one or more CPRA exemptions, Sellers 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 information, the Purchaser will make reasonable efforts to provide notice to Sellers prior to such disclosure. If Sellers 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 Purchaser's deadline to respond to the CPRA request. If Sellers fails to obtain such a remedy before the Purchaser responds to the CPRA request, Purchaser will disclose the requested information and shall not be liable or responsible for such disclosure. Sellers represents, warrants and agrees that it shall defend, indemnify and hold Purchaser harmless for, from and against any and all Claims that may or do result from denial by Purchaser of a CPRA request for any information arising from any representation, or any action (or inaction), by Sellers or Sellers' Representatives.

11.17. No Survival. Except as otherwise set forth in this Agreement, the representations and warranties in this Agreement shall not survive Closing.

***[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]***

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates set forth below.

**SELLER:**

**THE CONSERVATION FUND,  
A NONPROFIT CORPORATION**

By: Richard S. Deitchman  
Name: Richard S. Deitchman  
Title: Asst. Secretary

Date: 2/5/24

**PURCHASER:**

**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  
Clerk of the Board of Supervisors**

**APPROVED AS TO FORM AND LEGALITY:**

DocuSigned by:  
Kimberly Kernan  
KIMBERLY KERNAN  
Deputy County Counsel

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF THE DRY CREEK AND SAN FELIPE ROAD, SAID POINT BEING DESIGNATED AS STATION DR52 ON THE MAP OF THE MONTARPZ CO. IN THE RANCHO YERBA BUENA Y SOCAYRE AND WHICH SAID MAP IS OF RECORD IN VOL. F2 OF MAPS, PAGE 1 IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, SAID POINT OF BEGINNING ALSO BEING DISTANT S. 64° 45' E. 9.78 CHS. ALONG SAID CENTER LINE FROM THE POINT OF INTERSECTION OF SAID CENTER LINE WITH THE NORTHWESTERLY LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 2856 ACRES, MORE OR LESS, CONVEYED BY H. S. BRADFORD, ETAL, TO E. N. RICHMOND BY DEED DATED JANUARY 3, 1930 AND RECORDED JANUARY 14, 1930 IN VOL. 498 OF OFFICIAL RECORDS, PAGE 221, SANTA CLARA COUNTY RECORDS, CALIFORNIA; THENCE LEAVING SAID CENTER LINE OF THE DRY CREEK AND SAN FELIPE ROAD AND RUNNING ALONG THE SOUTHEASTERLY LINE OF THAT CERTAIN 6.689 ACRE TRACT OF LAND CONVEYED BY H. S. BRADFORD, ET AL, TO CHARLES P. BRADFORD, BY DEED DATED SEPTEMBER 25, 1923 AND RECORDED SEPTEMBER 29, 1923 IN VOL. 50 OF OFFICIAL RECORDS, PAGE 201, SANTA CLARA COUNTY RECORDS, CALIFORNIA, N. 42° E. 7.36 CHS. TO A STAKE MARKED C.H. 2; THENCE ALONG THE NORTHEASTERLY LINE OF SAID 6.689 ACRE TRACT N. 64° 45' W. 9.37 CHS. TO A STAKE MARKED C.H. 1 STANDING IN THE NORTHWESTERLY LINE OF LANDS SO CONVEYED TO E. N. RICHMOND HEREIN ABOVE REFERRED TO; THENCE ALONG SAID LAST NAMED LINE N. 44° 55' E. 29.95 CHS. TO A 4" X 4" POST MARKED P.M., N. 75° 07' E. 91.90 CHS. TO A 4" X 4" POST MARKED P.2.M.2. AND N. 66° 45' E. 65.57 CHS. TO A PICKET MARKED W. 22 AT THE MOST NORTHERLY CORNER OF LAND SO CONVEYED TO RICHMOND AND IN THE WESTERLY LINE OF LANDS FORMERLY OF C. M. WEBER, ON THE SUMMIT AND WATER DIVIDE BETWEEN THE WATERS OF THE DRY CREEK AND THE WATERS OF THE SAN FELIPE CREEK; THENCE ALONG THE GENERAL LINE OF SAID SUMMIT AND ALONG THE FENCE BETWEEN LANDS OF E. N. RICHMOND AND LANDS FORMERLY OF C. M. WEBSTER WITH THE FOLLOWING COURSES AND DISTANCES: S. 20° 23' E. 7.52 CHS. TO W. 23, S. 16° 27' E. 4.18 CHS. TO W. 24, S. 4° 34' E. 2.54 CHS. TO W. 25, S. 2° 11' W. 3.31 CHS. TO W. 26, S. 1° 57' E. 1.73 CHS. TO W. 27, S. 34° 47' E. 7.79 CHS. TO W. 28, S. 28° 30' W. 3.53 CHS. TO W. 29, S. 15° 29' W. 7.10 CHS. TO W. 30, S. 12° 10' E. 2.73 CHS. TO W. 31, S. 4° 22' W. 2.83 CHS. TO W. 31A, S. 18° 32' W. 4.30 CHS. TO W. 32, S. 3° 52' W. 2.13 CHS. TO W. 33, S. 3° 38' E. 7.93 CHS. TO W. 34, S. 12° 28' E. 5.29 CHS. TO W. 35, S. 24° 12' E. 14.01 CHS. TO W. 36, S. 6° 55' E. 1.00 CHS.



TO W. 36A, S. 16 3/4° W. 1.19 CHS. TO W. 37, S. 31° 12' W. 6.66 CHS. TO W. 38, S. 38° 37' W. 3.11 CHS. TO W. 38A, S. 25° 05' W. 0.94 CHS. TO W. 39, S. 19° 11' W. 5.27 CHS. TO W. 40, S. 34° 11' W. 7.25 CHS. TO W. 41, S. 76° 19' W. 3.64 CHS. TO W. 42, S. 19° 39' W. 3.66 CHS. TO W. 43, S. 22° 19' E. 3.57 CHS. TO W. 44, S. 52° 06' E. 2.15 CHS. TO W. 45D, S. 21° 50' E. 5.75 CHS. TO W. 45C, S. 60° 40' E. 1.33 CHS. TO W. 45B, S. 33° 55' E. 1.64 CHS. TO W. 45A, S. 0° 35' W. 1.09 CHS. TO W. 46, S. 59° 00' W. 4.33 CHS. TO W. 47, S. 13° 60' W. 4.40 CHS. TO W. 48, S. 2° 05' W. 0.63 CHS. TO W. 48 1/2, S. 30° 21' E. 3.29 CHS. TO W. 49, S. 37° 34' E. 4.60 CHS. TO W. 49A, S. 40 1/4° E. 1.68 CHS. TO W. 50, S. 57 1/4° E. 3.87 CHS. TO W. 50A, S. 47° 37' E. 4.56 CHS. TO W. 51, S. 33° 7' E. 7.07 CHS. TO W. 51A, S. 40° 52' E. 2.40 CHS. TO W. 52, S. 69° 32' E. 6.94 CHS. TO W. 53, S. 51° 57' E. 4.80 CHS. TO W. 54, S. 69° 57' E. 4.35 CHS. TO W. 55, S. 77° 00' E. 2.65 CHS. TO W. 56, S. 63° 17' E. 2.80 CHS. TO W. 57, S. 37° 34' E. 0.97 CHS. TO W. 57A, S. 29° 49' E. 3.33 CHS. TO W. 57B1, S. 18° 57' E. 5.19 CHS. TO W. 578, S. 17° 07' E. 3.63 CHS. TO W. 57C, S. 27° 47' E. 3.99 CHS. TO W. 57D, S. 11° 17' E. 1.81 CHS. TO W. 58 AND S. 40° 07' E. 0.17 CHS. TO DR1 IN THE CENTER LINE OF THE DRY CREEK AND SAN FELIPE ROAD AS SAID ROAD IS DESIGNATED ON THE MAP OF MONTARAZ CO. HEREIN ABOVE REFERRED TO; THENCE LEAVING THE EASTERLY LINE OF LANDS SO CONVEYED TO E. N. RICHMOND AND RUNNING ALONG THE CENTER LINE OF THE DRY CREEK AND SAN FELIPE ROAD ACCORDING TO SAID MAP THE FOLLOWING COURSES AND DISTANCES: S. 62 3/4° W. 10.64 CHS. TO D.R.2, S. 87 3/4° W. 2.42 CHS. TO D.R.3, N. 69 1/4° W. 11.16 CHS. TO D.R.4, N. 78 1/2° W. 5.00 CHS. TO D.R.5, N. 56° W. 3.67 CHS. TO D.R.6, N. 56° W. 4.17 CHS. TO D.R.7, N. 83 3/4° W. 1.96 CHS. TO D.R.8, N. 69 1/4° W. 6.84 CHS. TO D.R.9, N. 77 1/4° W. 1.90 CHS. TO D.R.10, N. S. 1/4° W. 1.90 CHS. TO D.R.11, N. 70 1/2° W. 4.20 CHS. TO D.R.12, N. 53 1/2° W. 3.00 CHS. TO D.R.13, N. 60° W. 3.11 CHS. TO D.R.14, S. 80 3/4° W. 4.34 CHS. TO D.R.15, N. 79 1/2° W. 3.22 CHS. TO D.R.16, N. 75 1/2° W. 9.96 CHS. TO D.R.17, N. 87 1/4° W. 2.22 CHS. TO D.R.18, S. 83° W. 3.00 CHS. TO D.R.19, N. 62 1/2° W. 4.24 CHS. TO D.R.20, N. 89° W. 5.60 CHS. TO D.R.21, N. 72° W. 3.27 CHS. TO D.R.22, N. 81 1/2° W. 2.90 CHS. TO D.R.23, N. 67 1/4° W. 2.00 CHS. TO D.R.24, N. 48° W. 2.82 CHS. TO D.R.25, N. 85 3/4° W. 1.89 CHS. TO D.R. 26, N. 79 3/4° W. 4.05 CHS. TO D.R.27, N. 56 1/2° W. 2.20 CHS. TO D.R.28, N. 70 1/4° W. 1.70 CHS. TO D.R.29, N. 49° W. 2.15 CHS. TO D.R.30, N. 73 1/2° W. 6.10 CHS. TO D.R.31, N. 51 1/2° W. 2.83 CHS. TO D.R.32, N. 76 1/4° W. 3.15 CHS. TO D.R.33, N. 68 3/4° W. 3.62 CHS. TO D.R.34, N. 80° W. 7.15 CHS. TO D.R.35, N. 58 3/4° W. 3.09 CHS. TO D.R.36, N. 45 3/4° W. 1.32 CHS. TO D.R.37, N. 60° W. 5.75 CHAINS TO D.R.38, NORTH 68 1/2° W. 6.00 CHS. TO D.R.39, N. 83° W. 3.20 CHS. TO D.R.40, S. 75 1/4° W. 1.80 CHS. TO D.R.41, N. 66 1/2° W. 3.00 CHS. TO D.R.42, N. 57 1/2° W. 1.80 CHS. TO D.R.43, N. 46 3/4° W. 6.00 CHS. TO D.R.44, N. 32 1/2° W. 5.10 CHS. TO D.R.45, N. 71° W. 3.85 CHS. TO D.R. 46, N. 51 3/4° W. 6.67 CHS. TO D.R.47, N. 84 3/4° W. 5.24 CHS. TO D.R.48, N. 59 1/4° W. 9.35 CHS. TO D.R.49, N. 43 3/4° W. 6.35 CHS. TO D.R. 50, N. 41 1/2° W. 13.72 CHS. TO D.R.51 AND N. 52 1/4° W. 13.78 CHS. TO THE POINT OF BEGINNING, AND BEING ALL THAT PORTION OF THE TRACT OF LAND CONVEYED TO E. N. RICHMOND HEREIN ABOVE REFERRED TO (EXCEPTING THE 6.689 ACRE TRACT OF LAND CONVEYED TO BRADFORD) LYING NORTHEASTERLY OF THE CENTER LINE OF DRY CREEK AND SAN FEUPE ROAD AS HEREIN ABOVE DESCRIBED AS THE SAME EXISTED IN JUNE, 1900 ACCORDING TO THE MAP HEREIN ABOVE REFERRED TO, SITUATE IN THE RANCHO YERBA BUENA Y SOCAYRE. EXCEPTING THEREFROM THAT PORTION THEREOF AS LIES WITHIN 'PARCEL 1' AS SHOWN ON THAT

**CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 20, 1992 IN BOOK 636 OF  
MAPS AT PAGES 1 TO 4, INCLUSIVE. CERTIFICATE OF COMPLIANCE RECORDED  
JULY 14, 1978 IN BOOK D814 OF OFFICIAL RECORDS, AT PAGE 212.**

**APN: 660-01-013**

**EXHIBIT B**

**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: 660-01-013

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, The Conservation Fund, a non-profit corporation ("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, 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.

In Witness Whereof, Grantor has caused this instrument to be executed.

**GRANTOR:**

**SELLER:**

**THE CONSERVATION FUND,  
A NONPROFIT CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Mail tax statements to: Same as above address.

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

STATE OF CALIFORNIA    )  
  )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Seal)

## **EXHIBIT A to Grant Deed**

### **Legal Description**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF THE DRY CREEK AND SAN FELIPE ROAD, SAID POINT BEING DESIGNATED AS STATION DR52 ON THE MAP OF THE MONTARPZ CO. IN THE RANCHO YERBA BUENA Y SOCAYRE AND WHICH SAID MAP IS OF RECORD IN VOL. F2 OF MAPS, PAGE 1 IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, SAID POINT OF BEGINNING ALSO BEING DISTANT S. 64° 45' E. 9.78 CHS. ALONG SAID CENTER LINE FROM THE POINT OF INTERSECTION OF SAID CENTER LINE WITH THE NORTHWESTERLY LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 2856 ACRES, MORE OR LESS, CONVEYED BY H. S. BRADFORD, ETAL, TO E. N. RICHMOND BY DEED DATED JANUARY 3, 1930 AND RECORDED JANUARY 14, 1930 IN VOL. 498 OF OFFICIAL RECORDS, PAGE 221, SANTA CLARA COUNTY RECORDS, CALIFORNIA; THENCE LEAVING SAID CENTER LINE OF THE DRY CREEK AND SAN FELIPE ROAD AND RUNNING ALONG THE SOUTHEASTERLY LINE OF THAT CERTAIN 6.689 ACRE TRACT OF LAND CONVEYED BY H. S. BRADFORD, ET AL, TO CHARLES P. BRADFORD, BY DEED DATED SEPTEMBER 25, 1923 AND RECORDED SEPTEMBER 29, 1923 IN VOL. 50 OF OFFICIAL RECORDS, PAGE 201, SANTA CLARA COUNTY RECORDS, CALIFORNIA, N. 42° E. 7.36 CHS. TO A STAKE MARKED C.H. 2; THENCE ALONG THE NORTHEASTERLY LINE OF SAID 6.689 ACRE TRACT N. 64° 45' W. 9.37 CHS. TO A STAKE MARKED C.H. 1 STANDING IN THE NORTHWESTERLY LINE OF LANDS SO CONVEYED TO E. N. RICHMOND HEREIN ABOVE REFERRED TO; THENCE ALONG SAID LAST NAMED LINE N. 44° 55' E. 29.95 CHS. TO A 4" X 4" POST MARKED P.M., N. 75° 07' E. 91.90 CHS. TO A 4" X 4" POST MARKED P.2.M.2. AND N. 66° 45' E. 65.57 CHS. TO A PICKET MARKED W. 22 AT THE MOST NORTHERLY CORNER OF LAND SO CONVEYED TO RICHMOND AND IN THE WESTERLY LINE OF LANDS FORMERLY OF C. M. WEBER, ON THE SUMMIT AND WATER DIVIDE BETWEEN THE WATERS OF THE DRY CREEK AND THE WATERS OF THE SAN FELIPE CREEK; THENCE ALONG THE GENERAL LINE OF SAID SUMMIT AND ALONG THE FENCE BETWEEN LANDS OF E. N. RICHMOND AND LANDS FORMERLY OF C. M. WEBSTER WITH THE FOLLOWING COURSES AND DISTANCES: S. 20° 23' E. 7.52 CHS. TO W. 23, S. 16° 27' E. 4.18 CHS. TO W. 24, S. 4° 34' E. 2.54 CHS. TO W. 25, S. 2° 11' W. 3.31 CHS. TO W. 26, S. 1° 57' E. 1.73 CHS. TO W. 27, S. 34° 47' E. 7.79 CHS. TO W. 28, S. 28° 30' W. 3.53 CHS. TO W. 29, S. 15° 29' W. 7.10 CHS. TO W. 30, S. 12° 10' E. 2.73 CHS. TO W. 31, S. 4° 22' W. 2.83 CHS. TO W. 31A, S. 18° 32' W. 4.30 CHS. TO W. 32, S. 3° 52' W. 2.13 CHS. TO W. 33, S. 3° 38' E. 7.93 CHS. TO W. 34, S. 12° 28' E. 5.29 CHS. TO W. 35, S. 24° 12' E. 14.01 CHS. TO W. 36, S. 6° 55' E. 1.00 CHS. TO W. 36A, S. 16 3/4° W. 1.19 CHS. TO W. 37, S. 31° 12' W. 6.66 CHS. TO W. 38, S. 38° 37' W. 3.11 CHS. TO W. 38A, S. 25° 05' W. 0.94 CHS. TO W. 39, S. 19° 11' W. 5.27 CHS. TO

W. 40, S. 34° 11' W. 7.25 CHS. TO W.41, S. 76° 19' W. 3.64 CHS. TO W. 42, S. 19° 39' W. 3.66 CHS. TO W. 43, S. 22° 19' E. 3.57 CHS. TO W. 44, S. 52° 06' E. 2.15 CHS. TO W. 45D, S. 21° 50' E. 5.75 CHS. TO W. 45C, S. 60° 40' E. 1.33 CHS. TO W. 45B, S. 33° 55' E. 1.64 CHS. TO W. 45A, S. 0° 35' W. 1.09 CHS. TO W. 46, S. 59° 00' W. 4.33 CHS. TO W. 47, S. 13° 60' W. 4.40 CHS. TO W. 48, S. 2° 05' W. 0.63 CHS. TO W. 48 ½, S. 30° 21' E. 3.29 CHS. TO W. 49, S. 37° 34' E. 4.60 CHS. TO W. 49A, S. 40 ¼° E. 1.68 CHS. TO W. 50, S. 57 ¾, E. 3.87 CHS. TO W. 50A, S. 47° 37' E. 4.56 CHS. TO W. 51, S. 33° 7' E. 7.07 CHS. TO W. 51A, S. 40° 52' E. 2.40 CHS. TO W. 52, S. 69° 32' E. 6.94 CHS. TO W. 53, S. 51° 57' E. 4.80 CHS. TO W. 54, S. 69° 57' E. 4.35 CHS. TO W. 55, S. 77° 00' E. 2.65 CHS. TO W. 56, S. 63° 17' E. 2.80 CHS. TO W. 57, S. 37° 34' E. 0.97 CHS. TO W. 57A, S. 29° 49' E. 3.33 CHS. TO W. 57B1, S. 18° 57' E. 5.19 CHS. TO W. 578, S. 17° 07' E. 3.63 CHS. TO W. 57C, S. 27° 47' E. 3.99 CHS. TO W. 57D, S. 11° 17' E. 1.81 CHS. TO W. 58 AND S. 40° 07' E. 0.17 CHS. TO DR1 IN THE CENTER LINE OF THE DRY CREEK AND SAN FELIPE ROAD AS SAID ROAD IS DESIGNATED ON THE MAP OF MONTARAZ CO. HEREIN ABOVE REFERRED TO; THENCE LEAVING THE EASTERLY LINE OF LANDS SO CONVEYED TO E. N. RICHMOND AND RUNNING ALONG THE CENTER LINE OF THE DRY CREEK AND SAN FELIPE ROAD ACCORDING TO SAID MAP THE FOLLOWING COURSES AND DISTANCES: S. 62 ¾° W. 10.64 CHS. TO D.R.2, S. 87 3/4° W. 2.42 CHS. TO D.R.3, N. 69 ¼° W. 11.16 CHS. TO D.R.4, N. 78 ½° W. 5.00 CHS. TO D.R.5, N. 56° W., 3.67 CHS. TO D.R.6, N. 56° W. 4.17 CHS. TO D.R.7, N. 83 ¾° W. 1.96 CHS. TO D.R.8, N. 69 ¼° W. 6.84 CHS. TO D.R.9, N. 77 1/4° W. 1.90 CHS. TO D.R.10, N. S 1/4° W. 1.90 CHS. TO D.R.11, N. 70 ½° W. 4.20 CHS. TO D.R.12, N. 53 ½° W. 3.00 CHS. TO D.R.13, N. 60° W. 3.11 CHS. TO D.R.14, S. 80 ¾° W. 4.34 CHS. TO D.R.15, N. 79 ½° W. 3.22 CHS. TO D.R.16, N. 75 ½° W. 9.96 CHS. TO D.R.17, N. 87 ¼° W. 2.22 CHS. TO D.R.18, S. 83° W. 3.00 CHS. TO D.R.19, N. 62 ½° W. 4.24 CHS. TO D.R.20, N. 89° W. 5.60 CHS. TO D.R.21, N. 72° W. 3.27 CHS. TO D.R.22, N. 81 ½° W. 2.90 CHS. TO D.R.23, N. 67 1/4° W. 2.00 CHS. TO D.R.24, N. 48° W. 2.82 CHS. TO D.R.25, N. 85 ¾° W. 1.89 CHS. TO D.R. 26, N. 79 ¾° W. 4.05 CHS. TO D.R.27, N. 56 ½° W. 2.20 CHS. TO D.R.28, N. 70 1/4° W. 1.70 CHS. TO D.R.29, N. 49° W. 2.15 CHS. TO D.R.30, N. 73 1/2° W. 6.10 CHS. TO D.R.31, N. 51 1/2° W. 2.83 CHS. TO D.R.32, N. 76 1/4° W. 3.15 CHS. TO D.R.33, N. 68 ¾° W. 3.62 CHS. TO D.R.34, N. 80° W. 7.15 CHS. TO D.R.35, N. 58 ¾° W. 3.09 CHS. TO D.R.36, N. 45 ¾° W. 1.32 CHS. TO D.R.37, N. 60° W. 5.75 CHAINS TO D.R.38, NORTH 68 ½° W. 6.00 CHS. TO D.R.39, N. 83° W. 3.20 CHS. TO D.R.40, S. 75 ¼° W. 1.80 CHS. TO D.R.41, N. 66 ½° W. 3.00 CHS. TO D.R.42, N. 57 ½° W. 1.80 CHS. TO D.R.43, N. 46 ¾° W. 6.00 CHS. TO D.R.44, N. 32 ½° W. 5.10 CHS. TO D.R.45, N. 71° W. 3.85 CHS. TO D.R. 46, N. 51 ¾° W. 6.67 CHS. TO D.R.47, N. 84 ¾° W. 5.24 CHS. TO D.R.48, N. 59 ¼° W. 9.35 CHS. TO D.R.49, N. 43 ¾° W. 6.35 CHS. TO D.R. 50, N. 41½° W. 13.72 CHS. TO D.R.51 AND N. 52 1/4° W. 13.78 CHS. TO THE POINT OF BEGINNING, AND BEING ALL THAT PORTION OF THE TRACT OF LAND CONVEYED TO E. N. RICHMOND HEREIN ABOVE REFERRED TO (EXCEPTING THE 6.689 ACRE TRACT OF LAND CONVEYED TO BRADFORD) LYING NORTHEASTERLY OF THE CENTER LINE OF DRY CREEK AND SAN FEUPE ROAD AS HEREIN ABOVE DESCRIBED AS THE SAME EXISTED IN JUNE, 1900 ACCORDING TO THE MAP HEREIN ABOVE REFERRED TO, SITUATE IN THE RANCHO YERBA BUENA Y SOCAYRE. EXCEPTING THEREFROM THAT PORTION THEREOF AS LIES WITHIN 'PARCEL 1' AS SHOWN ON THAT

**CERTAIN PARCEL MAP FILED FOR RECORD ON APRIL 20, 1992 IN BOOK 636 OF  
MAPS AT PAGES 1 TO 4, INCLUSIVE. CERTIFICATE OF COMPLIANCE RECORDED  
JULY 14, 1978 IN BOOK D814 OF OFFICIAL RECORDS, AT PAGE 212.**

**APN: 660-01-013**



**EXHIBIT C**

**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 THE CONSERVATION FUND, a nonprofit corporation, organized as a Maryland nonstock corporation., to the County of Santa Clara, a political subdivision of the State of California, grantee, 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. The use of Santa Clara County funds to acquire this real property is consistent with Park Charter Fund requirements as codified in the Charter of the County of Santa Clara Article VI, Sec. 604.

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

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

\_\_\_\_\_  
Name:

Title:

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
**Kimberly Kernan**  
**Deputy County Counsel**

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

STATE OF CALIFORNIA    )  
  )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Seal)