

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Melinda Steinert

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, the City of Palo Alto, (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the 2002 Resources Bond Act, Outdoor Environmental Education Facilities Program for a project to construct interpretive elements along approximately two miles of existing trail and boardwalk at Lucy Evans Baylands Nature Center in the City of Palo Alto on the Property; and

IV. WHEREAS, on July 1, 2017, DPR's Office of Grants and Local Services conditionally approved Grant OE-43-001 , (hereinafter referred to as "Grant") Program for a project to construct interpretive elements along approximately two miles of existing trail and boardwalk at Lucy Evans Baylands Nature Center in the City of Palo Alto on the Property; subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2002 Resources Bond Act, Outdoor

Environmental Education Facilities Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2017 through June 30, 2047.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and

all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner(s) Name(s): _____

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

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

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

WITNESS my hand and official seal.

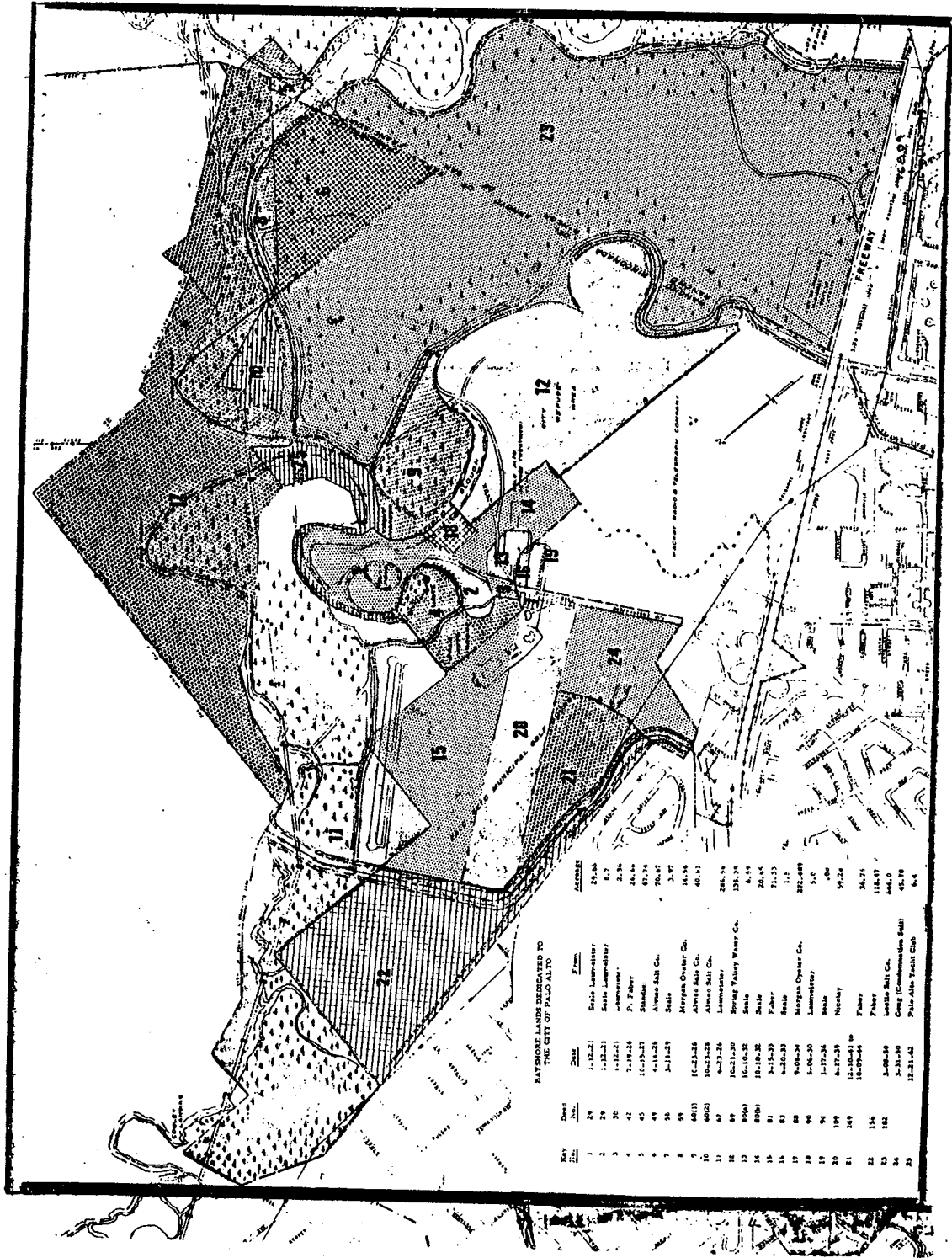
Signature _____ (Seal)

Exhibit A:

Formal legal description of property to which grant funds will
be used for the development thereof

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Formal Legal Description of Property to which Grant Funds will
be used for the Development Thereof



616-1610-019

BAYSHORE LANDS DEDICATED TO THE CITY OF PALO ALTO

Key	Date	From	Acres
1	1-11-21	State Lands	18.46
2	1-11-21	State Lands	18.46
3	1-11-21	State Lands	2.36
4	1-11-21	State Lands	2.36
5	1-11-21	State Lands	2.36
6	1-11-21	State Lands	2.36
7	1-11-21	State Lands	2.36
8	1-11-21	State Lands	2.36
9	1-11-21	State Lands	2.36
10	1-11-21	State Lands	2.36
11	1-11-21	State Lands	2.36
12	1-11-21	State Lands	2.36
13	1-11-21	State Lands	2.36
14	1-11-21	State Lands	2.36
15	1-11-21	State Lands	2.36
16	1-11-21	State Lands	2.36
17	1-11-21	State Lands	2.36
18	1-11-21	State Lands	2.36
19	1-11-21	State Lands	2.36
20	1-11-21	State Lands	2.36
21	1-11-21	State Lands	2.36
22	1-11-21	State Lands	2.36
23	1-11-21	State Lands	2.36
24	1-11-21	State Lands	2.36
25	1-11-21	State Lands	2.36

EXHIBIT A

The land referred to is situated in the County of Santa Clara, City of Palo Alto, State of California, and is described as follows:

PARCEL ONE:

Commencing at the point of intersection of the center line of Embarcadero Road, prolonged, with the center line of the Wilson Slough which said point of intersection is distant North 51° 37' East, 3692.62 feet along the center line of Embarcadero Road from the point of intersection of said line of Embarcadero Road with the center line of Arroyo Road, as marked by a concrete monument; thence leaving said center line of Embarcadero Road, prolonged, and running along the center line of Wilson Slough or San Francisquito Creek the following courses: North 72° 39' West, 328.79 feet; North 46° 5' West, 102.50 feet; North 0° 58' West, 155.00 feet; North 28° 53' East, 146.00 feet; North 56° 1' East, 102.50 feet; South 84° 0' East, 172.50 feet; South 68° 11' East, 278.50 feet; South 87° 0' East, 175.00 feet; North 67° 57' East, 132.50 feet; North 44° 30' East, 179.00 feet; North 16° 34' East, 147.50 feet to the point of intersection with the Westerly boundary of that tract of land, containing 32.80 acres, conveyed by Deed of Gustav Laumeister by the Spring Valley Water Company, which Deed is of record in the Office of the County Recorder of Santa Clara County in Volume of Deeds 527, Page 206 thence leaving said center line of Wilson Slough and running along said Westerly line of said tract of land South 11° 0' East, 69.5 feet and South 26.0 feet to a 3" x 4' stake on the bank of said Slough or San Francisquito Creek, and continuing South 374.3 feet along the prolongation of and the West line of Survey No. 62 Swamp and Overflowed Lands, Santa Clara County, Section 32 Township 5 South Range 2 West, to the point of intersection of said West line of Survey No. 62 with the center line of a sewer right of way 66 feet wide, granted to the Town of Palo Alto and Leland Stanford Jr. University and of record in Book of Deeds 218, Page 122 and in Book of Deeds 220, Page 164, records of Santa Clara County, which point of intersection is marked by a concrete monument; thence running along the center line of said sewer right of way the following courses: South 78° 43' West, 373.2 feet; South 74° 23' West, 100.00 feet; South 65° 57' West, 75.0 feet; South 59° 17' West, 75.0 feet; South 51° 37' West, 96.0 feet to the point of commencement.

PARCEL TWO:

Beginning at the point of intersection of the center line of a sewer right of way granted to the Town of Palo Alto and Leland Stanford Jr. University, and of record in Book of Deeds 218 at Page 122 and in Book of Deeds 220 at Page 164, records of Santa Clara County, with the West line of Survey No. 62, Swamp and Overflowed Lands, Santa Clara County. Section 32, Township 5 South, Range 2 West, which said line is the dividing line between the lands of Seale and Laumeister and the Spring Valley Water Company; thence North' along said West line of Survey No. 62 and prolongation thereof 374.3 feet to a 3 x 4 stake on the bank of the San Francisquito Creek and continuing North 26.0 feet and North 11° 0' West, 69.5 feet to the center line of the San Francisquito Creek; thence along the center line of the San Francisquito Creek the following courses: North 11° 0' West, 128.5 feet; North 38° 1' West, 186.0 feet; North 42° 8' West, 177.5 feet; North 3° 16' West, 125.0 feet; North 29° 52' East, 126.0 feet; North 45° 23' East, 241.0 feet; North 60° 57' East, 332.5 feet; North 74° 59' East, 334.0 feet; South 86° 29' East,

255.5 feet; South 67° 55' East, 237.5 feet; South 44° 20' East, 202.0 feet; South 5° 44' East, 200.5 feet; South 31° 53' West, 202.5 feet; South 67° 16' West, 245.0 feet; South 50° 18' West, 153.0 feet; South 12° 4' West, 187.5 feet to the point of intersection with the center line of the Mayfield Slough; thence along the center line of said Mayfield Slough the following courses: South 26° 4' West, 205.0 feet; South 14° 59' West, 95.0 feet to the point of intersection with the center line of said sewer right of way; thence along said center line South 78° 43' West, 91.0 feet to a 3 x 4 stake on the bank of said Mayfield Slough; thence continuing South 78° 43' West, along said center line 190.2 feet to the point of beginning; also and in addition to the above described parcel of land, all the Southerly one-half of said sewer right of way of uniform width of 33 feet, lying Southerly of above described center line of said sewer right of way between the center line of the Mayfield Slough and the West line of aforesaid Survey No. 62.

PARCEL THREE:

Beginning at the point of intersection of the Northwestern line of Embarcadero Road with the common boundary line of San Mateo and Santa Clara Counties; thence from said point of beginning and along said Northwestern line of Embarcadero Road, South 51° 37' West, 864.60 feet to a point at the Southeasterly corner of a 60 foot easement to the Faber property; thence at right angles North 38° 23' West, 79.85 feet to a point on the Southerly line of the Faber lands, said line here forming the boundary line between San Mateo and Santa Clara Counties; thence following said Counties line the six following courses and distances:

North 59° 30' East, 60.60 feet; North 47° 00' East, 132.0 feet; North 12° 30' East, 439.56 feet; North 47° 30' East, 162.46 feet; South 65° 00' East, 240.24 feet; and South 63° 15' East, 171.9 feet to the point of beginning.

PARCEL FOUR:

Being a portion of Swamp and Overflow Land Surveys Nos. 60, 62, 46, 43 and 58 and a portion of the said Rancho Rincon de San Francisquito.

Commencing at a 5/8" twisted bar set in the Northeast corner of that certain tract of land containing 174.57 acres, conveyed to the Federal Telegraph Company by the Spring Valley Water Company by Deed dated January 8, 1921 and recorded January 15, 1921 in the Office of the County Recorder of Santa Clara, State of California in Book 526 of Deeds, Page 355, running thence East 1.36 chains to a 2" x 3" stake set for the Northeast corner of the Southwest quarter of the Southwest quarter of Section 32, Township 5 South Range 2 West, Mount Diablo Base and Meridian said last mentioned corner being also the Northeast corner of Swamp and Overflow Land Survey No. 60; thence North along the West, boundary line of Swamp and Overflow Land Survey No. 62, 19.42 chains to a concrete monument set at the Southwest corner of that certain tract of land containing 30 acres, conveyed by said Spring Valley Water Company to Gustav Laumeister, by Deed dated December 7, 1920 and recorded in said Recorder's Office in Book 527 of Deeds, Page 206; thence East, along the Southerly boundary line of said 30 acre Tract and the Easterly production thereof 6.15 chains to a 6" x 6" post marked "C.S.9" standing on the Easterly bank of Mayfield Slough and marking one of the corners of the Westerly boundary line of that certain tract of land containing 4276.2 acres described in Parcel 1 Schedule "A" of that certain Agreement of Sale between Spring Valley Water Company and the Continental Salt and Chemical Company dated February 15, 1922; thence along said Westerly boundary line of said 4276.2 acre Tract and the Easterly bank of

said Mayfield Slough the following courses and distances:

South 21° 40' East, 6.25 chains; South 34° 45' East, 3.70 chains; South 48° 34' East, 3.30 chains; South 83° 05' East, 3.60 chains; North 69° 23' East, 5.40 chains; South 88° 50' East, 3.50 chains; South 55° 33' East, 2.70 chains; South 23° 17' East, 2.72 chains; South 9° 24' East, 3.90 chains; South 5.70 chains; South 6° 51' West, 6.20 chains; South 21° 46' West, 5.00 chains; South 42° 53' West, 4.30 chains; South 61° 50' West, 5.70 chains; South 46° 45' West, 2.80 chains; South 69° 11' East, 2.90 chains; South 84° 08' East, 3.50 chains; South 65° 55' East, 2.70 chains; South 36° 27' East, 3.17 chains to a point on the Northwesternly boundary of the Rancho Rincon de San Francesquito as patented; thence continuing along said Easterly bank of Mayfield Slough and the Westerly boundary line of said 4276.2 acre Tract South 4° 22' East, 4.00 chains; South 20° 58' West, 6.50 chains; South 52° 48' West, 3.20 chains; South 84° 56' West, 3.10 chains; North 54° 18' West, 3.30 chains; North 17° 44' West, 4.20 chains; North 36° 56' West, 2.50 chains; North 74° 52' West, 2.80 chains; South 72° 08' West, 2.80 chains; South 47° 10' West, 2.80 chains; South 31° 36' West, 2.80 chains; South 24° 56' West, 8.20 chains and South 22° 41' West, 2.90 chains to a 6" x 6" post marked "T.8" standing in the Northerly boundary line of that certain 10 acre tract of land, described in Quitclaim Deed from said Spring Valley Water Company to said Federal Telegraph Company, dated October 12, 1921 and recorded in said Recorder's Office October 21, 1921 in Book 538 of Deeds, Page 511; thence along said last mentioned Northerly boundary line North 80° 51' 40" West, 1.13 chains to the Easterly boundary line of said 174.57 acre Tract firstly hereinabove referred to; thence along said last mentioned Easterly line North 7° 32' West, 5.36 chains to a 2 x 3 stake marked S.V. 18 thence North 40.76 chains to the point of commencement.

PARCEL FIVE:

Commencing at a 5/8 inch twisted bar set in the Northeast corner of that certain tract of land containing 174.57 acres, conveyed to the Federal Telegraph Company by the Spring Valley Water Company by Deed dated January 8, 1921, recorded January 15, 1921, in the Office of the County Recorder of Santa Clara County, State of California, in Book 526 of Deeds, Page 355; running thence East, 89.76 feet to a 2" x 3" stake set for the Northeast corner of the Southwest quarter of the Southwest quarter of Section 32, Township 5 South, Range 2 West, Mount Diablo Meridian, said last mentioned corner being also the Northeast corner of Swamp and Overflow Land Survey No.. 60; thence North along the West, boundary line of Swamp and Overflow Land Survey No.. 62, 1285.0 feet; thence leaving said boundary line West, 148.1 feet; North 436.9 feet to the Southerly line of Embarcadero Road; thence Westerly along said Southerly line of Embarcadero Road, the five following courses and distances:

South 78° 43' West, 213.5 feet; South 74° 23' West, 96.8 feet; South 65° 57' West, 70.9 feet; South 59° 17' West, 71.7 feet; South 51° 37' West, 88.95 feet, to a point on the common boundary line between San Mateo and Santa Clara Counties thence leaving said Southerly line of Embarcadero Road and following said County boundary line the eight following courses and distances:

South 45° 50' East, 335.02 feet; South 23° 14' East, 68.5 feet; South 6° 43' East, 263.5 feet; South 7° 59' West, 140.5 feet; South 26° 14' West, 106.0 feet; South 65° 36' West, 98.6 feet; North 76° 36' West, 91.5 feet; North 43° 55' West, 83.0 feet; thence leaving said County boundary line, South 780 feet, to the Northerly line of the property of the Federal Telegraph Company hereinbefore described; thence along said Northerly property line of Federal Telegraph Company, East, 564.64 feet, and to the point of beginning.

PARCEL SIX:

Beginning at a point on the center line of Embarcadero Road, said point being on the common boundary line between San Mateo and Santa Clara Counties; thence running Southeasterly along said County line and the Southwesterly most line of that certain 6.59 acre Tract conveyed by Alfred and Grace Seale to the City of Palo Alto and recorded on the 14th day of October 1932, Page 308, Book 575, of Official Records of San Mateo County, the five following courses and distances:

South 63° 15' East, 27.9 feet; South 46° 0' East, 253.4 feet; South 20° 45' East, 51.5 feet; South 40° 0' East, 84.5 feet and South 14° 32' East, 228.5 feet to a point; thence leaving said County line and running North 45° 05' West, 623.29 feet to the center line of Embarcadero Road, thence along said center line of Embarcadero Road North 51° 37' East, 133.0 feet to the point of beginning.

EXCLUDING THEREFROM that portion now used for road purposes.

PARCEL SEVEN:

Beginning at a corner monument on the center line of Embarcadero Road set near the Westerly bank of Mayfield Slough; thence from said corner monument along said center line of Embarcadero Road, North 78° 43' East, 281.2 feet to the center line of said Mayfield Slough; thence following said center line of said Slough its meanders upstream the following courses and distances:

South 14° 59' West, 37.5 feet, South 1° 14' East, 287.5 feet, South 9° 10' East, 219.0 feet, South 17° 36' East, 20.0 feet; thence leaving said Slough, West, 458.1 feet to a point; thence North 470.5 feet to the center line of Embarcadero Road; thence following said center line of said road, North 78° 43' East, 151.0 feet to the point of commencement.

PARCEL EIGHT:

Beginning at a point on the common boundary line between the Counties of San Mateo and Santa Clara which point is the most Easterly corner of that certain tract of land conveyed by Grace Ross Seale, a widow, to the City of Palo Alto, by Deed dated June 11, 1933 and recorded July 11, 1933 in Volume 658 of Official Records, Page 23, Santa Clara County Records; said point of beginning being distant along the Southwesterly line of said land as conveyed to the City of Palo Alto, South 45° 05' East, 623.29 feet from the center line of Embarcadero Road; thence from said point of beginning along the East, boundary line of the land of Seale, South 100.00 feet; thence leaving said boundary line North 22° 32' 30" West, 184.72 feet to a point on the Southwesterly line of said tract of land as conveyed to the City of Palo Alto; thence along last mentioned line South 45° 05' East, 100.00 feet to the point of beginning.

PARCEL NINE:

Being parts of Sections 32 and 33, Township 5 South, Range 2 West, M.D.M., part of Section 5, Township 6 South, Range 2 West, M.D.M., and being a part of Rancho Rincon de San Francisquito, described as follows:

Beginning at a point on the Northeasterly line of State Highway, designated as District IV, Santa Clara County, Route 68, Section A, known as the Bayshore Highway and U.S. Alternate 101, at the point of intersection of said highway line with the Northwesterly boundary of that certain 4221.32 acre Tract designated as Item No. 1 as conveyed by Spring Valley Water Company to Alviso Salt Company, by Deed dated February 15, 1927 and recorded in Volume 337 of Official Records at Page 485, et seq., Santa Clara County Records, and which point of beginning is distant on said highway line South 39° 42' East, 294.09 feet from a State Highway concrete monument set at Highway Station 60; thence from said point of beginning along the Northeasterly line of said State Highway, South 39° 42' East, (called South 39° 56' East, on the Plan of said Highway and designated as South 39° 45' East, 3742.41 feet in the conveyance from the Alviso Salt Company to State of California, by Deed dated October 30, 1931 and recorded in Volume 592 of Official Records at Page 17, et seq., Santa Clara County Records) for a distance of 3741.82 feet to a point of intersection with a Southeasterly line of said 4221.37 acre Tract, which point is distant along said highway line South 39° 42' East, 36.91 feet from a State Highway concrete monument at Station 100; thence leaving said highway along said Southeasterly boundary of said 4221.32 acre Tract the following courses and distances:

North 41° 25' East, 879.92 feet; South 68° 45' East, 165.66 feet; North 6° 00' West, 270.60 feet; North 27° 25' East, 138.60 feet; North 68° 45' East, 653.40 feet and South 45° 30' East, 82.50 feet (called North 45° 30' East, in Quiet Title Decree No. 38406); thence leaving said Southeasterly boundary line of said Tract North 69° 29' East, 178.00 feet, being along a roadway to a junction of roads; thence through said 4221.32 acre Tract and along the Southerly side of a levee the following courses and distances:

North 2° 16' East, 202.60 feet; North 24° 36' East, 200.00 feet; North 31° 37' East, 253.00 feet; North 36° 13' East, 570.00 feet; North 36° 43' East, 248.00 feet; North 27° 30' East, 470.00 feet; North 54° 28' East, 263.00 feet; North 86° 48' East, 400.00 feet; North 75° 28' East, 197.00 feet; North 48° 13' East, 262.00 feet; North 18° 25' East, 395.00 feet; North 14° 58' West, 200.00 feet; North 27° 32' West, 213.00 feet; North 50° 23' West, 427.00 feet; North 18° 11' West, 216.00 feet; North 3° 34' East, 200.00 feet; North 25° 48' East, 276.00 feet; North 58° 54' East, 372.60 feet; North 80° 58' East, 300.00 feet; North 71° 11' East, 200.00 feet; North 39° 53' East, 180.00 feet; North 16° 05' East, 200.00 feet; North 15° 29' West, 200.00 feet; North 44° 41' West, 150.00 feet; North 57° 23' West, 149.00 feet and South 85° 13' West, 113.46 feet to a point on the Northerly line of Rancho Rincon de San Francisquito; thence along said Rancho line North 70° 00' East, 541.35 feet (said distance being calculated as 572.00 feet from the Quiet Title Decree No. 38406 and recorded May 8, 1931 in Volume 569 of Official Records at Page 126, et seq., Santa Clara County Records) to the center line of Charleston Slough which point is the most Easterly corner of the 70.73 acre Parcel described in Grant Deed from the City of Palo Alto to the Alviso Salt Company dated April 14, 1928 and recorded in Volume 473 of Official Records at Page 475, et seq., Santa Clara County Records; thence in a Northerly direction along the center line of said Slough the following courses and distances:

North 2° 41' 16" West, 507.52 feet (designated as North 7° 15' West, 507.67 feet in said Grant Deed); North 7° 38' 58" West, 218.66 feet (designated as North 7° 58' West, 210.01 feet in said Grant Deed); North 21° 31' West, 368.02 feet; North 43° 14' West, 414.02 feet; North 60° 23' West, 582.98 feet; North 75° 04' West, 754.97 feet to a point on the dividing line between Sections 32 and 33, Township 5 South, Range 2 West, M.D.M., and continuing along the center line of said Charleston Slough and the Southerly line of that certain parcel of land containing 33.34 acres and described as Parcel No. 2 in Grant Deed from the Alviso Salt Company to City of Palo Alto which Deed is dated October 2, 1928 and recorded in Volume 474 of Official

Records, Page 410, Santa Clara County Records, the following courses and distances:

North 69° 47' West, 640.86 feet; North 51° 51' West, 799.99 feet and North 22° 26' West, 330.00 feet to a point on the Northerly line of said 4221.32 acre Tract; thence along the Southerly bank of the Mayfield Slough and the Northerly line of said 4221.32 acre Tract the following courses and distances:

South 46° 20' West, 222.29 feet; South 55° 50' West, 640.20 feet (646.80 feet in decree 38406); South 73° 44' West, 459.36 feet and North 75° 06' West, 158.40 feet to a point on the Easterly line of that certain parcel of land containing 40.61 acres and described as Parcel No. 1 in Grant Deed from the Alviso Salt Company to City of Palo Alto which Deed is dated October 23, 1928 and recorded in Volume 474 of Official Records, Page 410, Santa Clara County Records; thence leaving said Mayfield Slough and the Northerly line of said 4221.32 acre Tract Southeasterly along formerly the Westerly edge of a smaller Slough and the Easterly line of said 40.61 acre Tract, the following courses and distances:

South 25° 29' East, 792.00 feet and South 28° 30' East, 785.40 feet; thence leaving the bank of said former smaller Slough South 59° 23' West, 171.07 feet to the Southerly corner of said 40.61 acre Tract on the Easterly bank of said Mayfield Slough and the Westerly line of said 4221.32 acre Tract; thence along the Easterly bank of said Mayfield Slough and the Westerly line of said 4221.32 acre Tract the following courses and distances:

South 9° 24' East, 257.40 feet; South 376.20 feet; South 6° 51' West, 409.20 feet; South 21° 46' West, 330.00 feet; South 42° 53' West, 283.80 feet; South 61° 50' West, 376.20 feet; South 46° 45' West, 184.80 feet; South 69° 11' East, 191.40 feet; South 84° 08' East, 231.00 feet; South 65° 55' East, 178.20 feet; South 36° 27' East, 209.22 feet to a point on the Northerly line of said Rancho Rincon de San Francisquito (called 209.42 feet in Quiet Title Decree No. 38406); South 4° 22' East, 264.00 feet; South 20° 58' West, 429.00 feet; South 52° 48' West, 211.20 feet; South 84° 56' West, 204.60 feet; North 54° 18' West, 217.80 feet; North 17° 44' West, 277.20 feet; North 36° 56' West, 165.00 feet; North 74° 52' West, 184.80 feet; South 72° 08' West, 184.80 feet; South 47° 10' West, 184.80 feet; South 31° 36' West, 184.80 feet; South 24° 56' West, 541.20 feet and South 22° 41' West, 191.40 feet to a 6" x 6" post originally set and marked "T.8", standing in the Northerly line of that certain 10 acre Tract embracing the boat landing of Clarke as delineated and located in the description of that certain 1576.69 acre Tract conveyed by E. G. Moody to Spring Valley Water Company by Deed dated August 13, 1906 and recoded in Volume 335 of Deeds, Page 447, Santa Clara County Records; thence Southeasterly and Southwesterly along the dividing line between said 10 acre Tract and said 1576.69 acre Tract the following courses and distances:

South 24° 10' East, 145.20 feet and South 77° 30' East, 132.00 feet to a 6" x 6" post originally set and marked "T.10" and South 69° 16' West, 1369.01 feet to the Northeasterly line of said State Highway known as the Bayshore Highway and the point of beginning.

PARCEL TEN:

Being a part of Section 32, Township 5 South, Range 2 West, M.D.M., and a part of said 4221.32 acre Tract conveyed by Spring Valley Water Company to Alviso Salt Company by Deed dated February 15, 1927 and recorded in Volume 337 of Official Records, Pages 485, et seq., in the Office of the County Recorder of Santa Clara County, California, described as follows:

Beginning at a 6" x 6" post marked "C.S. 9" standing on the Easterly bank of Mayfield Slough at one of the corners in the Westerly line of that certain 4221.32 acre Tract designated Item No. 1 as conveyed by Spring Valley Water Company to Alviso Salt Company by Deed dated February 15, 1927 and recorded in Volume 337 of Official Records, Pages 485, et seq., in the Office of the County Recorder of Santa Clara County, California and running thence along the Westerly and Northerly lines of said 4221.32 acre Tract the eleven following courses and distances:

West, 1.45 chains to a point in the center line of said Mayfield Slough; thence Northwesterly and Northeasterly along said center line of said Mayfield Slough following its meanders down stream the seven following courses and distances:

North 17° 36' West, 0.303 chains; North 9° 10' West, 2.318 chains; North 1° 14' West, 4.356 chains; North 14° 59' East, 1.439 chains; North 26° 04' East, 3.106 chains; North 38° 36' East, 3.189 chains; North 79° 23' East, 2.70 chains; thence leaving said center line of said Slough and running South 0.65 chains to a point on the Southerly bank of said Slough; thence Southeasterly along said Southerly bank of said Mayfield Slough the two following courses and distances:

South 54° 54' East, 8.30 chains and South 75° 06' East, 2.80 chains to a point from which a 6" x 6" witness post painted white bears South 56° 47' West, 100.00 feet; thence leaving said Mayfield Slough and said Northerly line of said 4221.32 acre Tract and running Southeasterly along the general Westerly bank or edge of a smaller Slough the two following courses and distances:

South 25° 29' East, 12.00 chains to a 6" x 6" post painted white and South 28° 30' East, 11.90 chains to a 6" x 6" post painted white; thence leaving said bank of said smaller Slough and running South 59° 23' West, 2.592 chains to a point on said Easterly bank of said Mayfield Slough and in said Westerly line of said 4221.32 acre Tract; and thence Northwesterly along said Easterly bank of said Mayfield Slough along said Westerly line of said 4221.32 acre Tract the eight following courses and distances:

North 23° 17' West, 2.722 chains; North 55° 33' West, 2.70 chains; North 88° 50' West, 3.50 chains; South 69° 23' West, 5.40 chains; North 83° 05' West, 3.60 chains; North 48° 34' West, 3.30 chains; North 34° 45' West, 3.70 chains and North 21° 40' West, 6.25 chains to the point of beginning.

PARCEL ELEVEN:

Being a part of Section 32, Township 5 South, Range 2 West, M.D.M., and a part of said 4221.32 acre Tract conveyed by Spring Valley Water Company to Alviso Salt Company by Deed dated February 15, 1927 and recorded in Volume 337 of Official Records, Pages 485, et seq., in the Office of the County Recorder of Santa Clara County, California, described as follows:

Beginning at the point of intersection of the center line of Charleston Slough with the dividing line between Sections 32 and 33, Township 5 South, Range 2 West, M.D.M., said point of beginning being also in the Easterly line of that certain 4221.32 acre Tract designated Item No. 1 as conveyed by Spring Valley Water Company to Alviso Salt Company by Deed dated February 15, 1927 and recorded in Volume 337 of Official Records, Pages 485, et seq., in the Office of the County Recorder of Santa Clara County, California and running thence Northerly along said dividing line between said Sections 32 and 33 and along said Easterly line of said 4221.32 acre

Tract, North 20.21 chains to a point on the shore of the Bay of San Francisco; thence Northwesterly and Southwesterly along said shore of the Bay of San Francisco and along the Southeasterly bank of the Charleston Slough and along the Northerly line of said 4221.32 acre Tract the three following courses and distances:

North 22° West, 5.10 chains; South 72° 27' West, 11.86 chains and South 55° 06' West, 5.16 chains; thence leaving said bank of said Charleston Slough and running Southwesterly and still along the Northerly line of said 4221.32 acre Tract, South 46° 20' West, 4.242 chains to a point in said center line of said Charleston Slough; and thence leaving said line of said 4221.32 acre Tract and running Southwesterly along said center line of said Charleston Slough following its meanders upstream the three following courses and distances:

South 22° 26' East, 5.00 chains; South 51° 51' East, 12.121 chains and South 69° 47' East, 9.71 chains to the point of beginning.

PARCEL TWELVE:

Beginning at a concrete monument set near the intersection of the Northerly bank of Mayfield Slough and the shoreline of San Francisco Bay, as said monument is described in that certain Indenture made and entered into March 25, 1911, by and between the Spring Valley Water Company, the party of the first part, and the Morgan Oyster Company, the party of the second part, and recorded April 3, 1911, in Volume 192 of Deeds at Page 584, San Mateo County Records; thence from said concrete monument at the point of beginning and along the dividing line described in the above mentioned Indenture, said line being the Southwesterly most boundary of Survey No. 64 and Resurvey No. 48 of the Morgan Oyster Company, patented January 9, 1879, and recorded in Book "2" Patents at Page 18, on March 19, 1879, records of San Mateo County, as follows:

North 12° 00' West, 7.50 chains to a concrete monument, North 49° 00' West, 17.50 chains, to a concrete monument, North 36° 30' West, 12.50 chains; North 67° 30' West, 10.00 chains; North 81° 30' West, 15.00 chains; North 42° 00' West, 5.70 chains; thence leaving the above mentioned dividing line and passing through Survey No. 64 and Resurvey No. 48 and Lot "D" of Survey No. 76 of the Morgan Oyster Company, the last described Survey patented October 17, 1878, and recorded in Book "2" of Patents at Page 20, on March 19, 1879, records of San Mateo County, East, 78.18 chains to a point on the line dividing Sections 28 and 29 of Township 5 South, Range 2 West, M.D.M.; thence on and along said section line and the Easterly most boundary of Lot "D" Survey No. 76 and across the Northwesterly most boundary of Lot "B" Survey No. 1, Morgan Oyster Company, patented October 17, 1878, and recorded in Book "C" of Patents, at Page 113, on February 28, 1879, records of Santa Clara County, and continuing along the line dividing Sections 32 and 33, South 28.50 chains; the last described course crossing the boundary line between San Mateo and Santa Clara Counties; thence leaving said section line and following the exterior boundaries of the Morgan Oyster Company, Survey No. 8, Lot "B" patented August 11, 1890, and recorded in Book "E" of Patents at Page 40 on September 27, 1890, records of Santa Clara County, in a general Southeasterly direction, the six following courses and distances:

East, 3 chains; South 25° 30' East, 23.80 chains; East, 7.00 chains; South 5.00 chains; South 59° 45' East, 32.18 chains; East, 2.51 chains; thence South 55° 00' West, 10.64 chains; North 54° 15' West, 40.00 chains; North 21° 15' West, 22.73 chains; the last described course crossing the line between Sections 32 and 33, Township 5 South, Range 2 West, M.D.M.;

thence South 44° 45' West, 4.62 chains; North 45° 00' West, 4.24 chains; thence following the exterior boundary of Survey No. 1, Lot "C" Morgan Oyster Company, South 21° 00' West, 5.00 chains; South 68° 45' West, 8.00 chains; North 8° 30' West, 4.00 chains; North 25° 45' East, 3.00 chains to a point on a line between Santa Clara and San Mateo County; thence on and along said County line North 38° 45' East, 5.12 chains; thence leaving said County line and the boundary of Survey No. 1, Lot "C", West, 10.40 chains to the point of beginning.

EXCEPTING THEREFROM any portion lying within Parcel Nine as described herein.

PARCEL THIRTEEN:

Being a Resurvey of a part of Swamp and Overflowed Lands Survey 61, Santa Clara County, and being a fraction in the West ½ of Section 33, Township 5 South, Range 2 West, M.D.M., described as follows:

Beginning at the intersection of the Northern boundary line of the Rancho Rincon de San Francisquito with the East line of Swamp and Overflowed Lands Survey 46, Santa Clara County, said point of beginning being 4.68 chains North of the corner to Sections 32 and 33, Township 5 South, Range 2 West, and Sections 4 and 5, Township 5 South, Range 2 West, M.D.M.; thence North along the West line of said Swamp and Overflowed Lands Survey 46, 39.41 chains to the intersection of the Westerly line of Tide Land Location 164 of Land Survey No. 8, Santa Clara County; thence following the line of said Tide Land Location 164, South 21° 15' East, 5.94 chains; South 54° 15' East, 40 chains; North 55° East, 6.58 chains to the West line of the Swamp and Overflowed Lands Survey 135, Santa Clara County; thence along the line of said Survey 135, South 9.81 chains to the Northerly boundary line of said Rancho Rincon de San Francisquito; thence along the North line of said Rancho, North 82° 30' West, 20.56 chains; South 70° West, 20.87 chains to the point of beginning.

EXCEPTING THEREFROM any portion lying within Parcels Nine and Twelve as described herein.

ALSO EXCEPTING THEREFROM any portion lying within Rancho Rincon de San Francisquito.

PARCEL FOURTEEN:

Beginning at a concrete monument set near the intersection of the Northerly bank of San Francesquito Creek with the shore line of the San Francisco Bay as said concrete monument as described in that certain Indenture made and entered into March 25, 1911, by and between the Spring Valley Water Company, the party of the first part and the Morgan Oyster Company, the party of the second part, and recorded April 3, 1911 in Volume 192 of Deeds, Page 584, San Mateo County Records; thence from the said concrete monument at the point of beginning and along the dividing lines described in the above mentioned Indenture as follows:

North 12° 00" West, 495.21 feet to a concrete monument; North 49° 00' West, 1155.40 feet to a concrete monument; North 36° 30' 30" West, 824.90 feet; North 67° 30' 40" West, 659.98 feet; North 81° 30' 40" West, 990.02 feet; North 42° 00' 30" West, 376.15 feet; North 20° 00' 20" West, 577.41 feet; North 39° 00' 30" West, 989.90 feet; East, 72.60 feet; North 52° 30' West, 1056 feet; North 25° 00' West, 747.12 feet; West, 711.45 feet and North 1223.31 feet to the Southerly line of Bay Road, from which point the ¼ section corner between Sections 19 and 30 in Township 5 South, Range 2 West, M. D. B. & M. bears North 85.38 feet distant; thence leaving said dividing line and along the said Southerly line of Bay Road, South 66° 12' 40" West,

889.05 feet to the Easterly line of the Rancho de Las Pulgas, South 23° 22' 53" West, 61.13 feet distant from angle point in said Rancho line designated as P.M.C. 5; thence leaving said Southerly line of Bay Road along said Easterly Rancho line, South 23° 22' 53" West, 1056.95 feet to the angle point designated as P.M.C. #4 and South 13° 12' 45" East, 1272.92 feet to the line dividing the North one-half from the South one-half of section 30 in said Township and Range; thence along said dividing line North 89° 29' 43" East, 2239.49 feet; thence leaving said dividing line South 2647.90 feet to the South line of said Section 30; thence East, 1320 feet to the corner common to Sections 29, 30, 31 and 32 in said Township and Range; thence South between Sections 31 and 32, 1320 feet; thence East, 990 feet to the bank of the San Francisquito Creek; thence along said Creek bank as follows:

North 39° 59' East, 205.96 feet; North 52° 12' East, 337.00 feet; North 63° 35' East, 386.31 feet; North 78° 41' East, 310.53 feet; North 88° 27' East, 350.00 feet; South 49° 27' East, 500.00 feet; South 28° 26' West, 400.00 feet; South 50° 06' West, 400.00 feet; South 63° East, 495 feet; North 65° 30' East, 396.00 feet, and North 26° 15' East, 518.18 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying in the County of San Mateo.

PARCEL FIFTEEN:

Being a portion of the Southwest quarter of the Northwest quarter of Section 32, Township 5 South, Range 2 West, M.D.M., described as follows:

Beginning at the common corner for Sections 29, 30, 31 and 32, Township 5 South, Range 2 West; thence South between Sections 31 and 32, 1320 feet; thence East, 28.50 feet to the true point of commencement, East, 1,108.50 feet to the center of the San Francisquito Creek; also known as the Wilson Slough; thence along the center of said San Francisquito Creek, the following courses:

South 3° 16' East, 50.0 feet; South 42° 08' East, 177.50 feet; South 33° 01' East, 186.00 feet; South 11° 01' East, 128.5 feet; South 16° 34' West, 147.50 feet; South 44° 3' West, 179.00 feet; South 67° 57' West, 132.50 feet; North 57° 0' West, 175.00 feet; North 66° 11' West, 278.50 feet; North 84° 0' West, 172.50 feet; South 56° 01' West, 102.50 feet; South 28° 53' West, 146.00 feet; South 0° 58' East, 155.00 feet; South 46° 05' East, 102.50 feet; and South 72° 39' East, 33.00 feet; thence leaving said Creek, South 51° 37' West, 355.00 feet; thence North 65° 0' West, 166.00 feet to a concrete monument standing 28.50 feet due East, from the West line of Section 32; thence North 1264.50 feet to the aforesaid true point of commencement.

PARCEL SIXTEEN:

Commencing at the point of intersection of the center line of Embarcadero Road, prolonged, with the center line of the San Francisquito Creek, which said point of intersection is distant North 51° 37' East, 3283.42 feet along the center line of Embarcadero Road with the center line of Arroyo Road, which intersection of said center lines is marked by a concrete monument and shown upon the Map of Subdivision No. 5, Scale Tract, which Map is of record in the Office of the County Recorder of Santa Clara County, California; thence leaving said center line of Embarcadero Road, and running along the center line of the San Francisquito Creek South 63° 15' East, 27.9 feet and South 46° 0' East, 7.76 feet; thence leaving the center line of said Creek

and running parallel to and distant 33 feet Southeasterly from said center line of Embarcadero Road, prolonged, into San Mateo County, North 51° 37' East, 400.75 feet to the center line of the San Francisquito Creek; thence along the center line of said Creek North 45° 50' West, 33.28 feet to said center line of Embarcadero Road, prolonged; thence continuing along the center line of said San Francisquito Creek North 72° 59' West, 295.79 feet; thence leaving said Creek and running on a course parallel to and distant 244.45 feet from the center line of said Embarcadero Road, prolonged, South 51° 27' West, 355 feet, more or less, a point of intersection with the center line of San Francisquito Creek, said point of intersection being distant on said center line of said Creek South 65° East, 166 feet from a concrete monument; thence following the center line of said Creek South 65° East, 74.24 feet and South 63° 15' East, 199.8 feet to the point of commencement.

PARCEL SEVENTEEN:

Being a part of the Southeasterly quarter of section 30 and the Northeasterly quarter of Section 31, Township 5 South, Range 2 West, M.D.M., described as follows:

Commencing at a concrete monument on the line dividing San Mateo and Santa Clara Counties, said concrete monument here forming the Southwesterly most corner of that certain 26.66 acre Tract conveyed by Deed July 19, 1926, and recorded in Volume 246, Page No. 168, records of San Mateo County to the City of Palo Alto by Peter Faber and Laura E. Faber, his wife; thence from said point of commencement, North 38° 23' West, 3600.00 feet to a point; thence North 51° 37' East, 1131.0 feet to a point on the Westerly line of that certain 286.562 acre Tract under Lease by the City of Palo Alto from Gustav and Mabel S. Laumeister, dated April 22, 1926, said Lease being on file in the Office of the City clerk of said City; thence South along said line 939.8 feet to a point on the line between Sections 30 and 31, Township 5 South, Range 2 West, M.D.M; thence East, along said dividing line 1320 feet to the section corner common to Sections 29, 30, 31 and 32, Township 5 South, Range 2 West, M.D.M.; thence South 1320 feet along the line between Sections 31 and 32 Township 5 South, Range 2 West, to a point; thence leaving said section line East, 28.5 feet to a point, said point being the true point of commencement of that certain 26.66 acre Tract hereinbefore mentioned; thence South 1264.5 feet to the point of commencement.

PARCEL EIGHTEEN:

Being a part of Sections 30 and 31, Township 5 South, Range 2 West, M.D.M., described as follows:

Commencing at a concrete monument on the line dividing San Mateo and Santa Clara Counties, said concrete monument here forming the Southwesterly most corner of that certain 26.66 acre Tract conveyed by Deed July 19, 1926, and recorded in Volume 246, Page 168, records of San Mateo County to the City of Palo Alto by Peter Faber and Laura E. Faber, his wife; thence from said point of commencement, North 38° 23' West, 3600.00 feet along the Southwesterly line of that certain 71.33 acre Tract under Lease by the City of Palo Alto and Peter Faber and Laura E. Faber dated March 11, 1929, said lease being on file in the Office of the City Clerk of said City; thence South 51° 37' West, 684.75 feet; thence South 38° 23' East, 3890.62 feet to the line dividing San Mateo and Santa Clara Counties; thence along said line dividing San Mateo and Santa Clara Counties the following courses and distances; North 59° 30' East, 60.60 feet; North 47° 00' East, 132.00 feet; North 12° 30' East, 439.56 feet; North 47° 30' East, 152.46 feet to the point of commencement.

PARCEL NINETEEN:

Beginning at a point marked by a concrete monument standing on the boundary line between Santa Clara County and San Mateo County at the point of intersection of said County boundary line with the common Easterly line of Pulgas Ranch and the Westerly line of Section 31, Township 5 South, Range 3 West, M.D.M.; thence on and along said County boundary line North 81° 30' East, 118.80 feet, South 26° 30' East, 211.86 feet, South 56° 45' East, 178.20 feet and North 59° 30' East, 106.38 feet to a point on said County boundary line, which point is distant North 38° 23' West, 79.85 feet from the Northwesterly line of Embarcadero Road; thence leaving said County boundary line North 38° 57' West, 1169.45 feet to a fence corner; thence South 51° 20' West, 477.00 feet; thence South 72° 27' West, 503.00 feet; thence North 88° 21' West, 233.00 feet; thence South 72° 59' West, 189.00 feet; thence South 66° 32' West, 471.00 feet; thence South 12° 04' East, 200.85 feet to a point on said County boundary line; thence on and along said County boundary line South 69° 30' East, 375.40 feet, North 46° 00' East, 693.00 feet, South 48° 30' East, 303.60 feet, South 47° 30' West, 330.00 feet, South 14° 00' East, 117.48 feet, South 67° 30' East, 198.00 feet, North 49° 00' East, 475.00 feet, North 86° 30' East, 290.40 feet and North 62° 30' East, 475.00 feet, North 86° 30' East, 290.40 feet and North 62° 30' East, 273.90 feet to the point of beginning.

PARCEL TWENTY:

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203 Official Records of San Mateo County distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 55.00 feet to the true point of commencement; thence from said true point of commencement North 38° 23' West, 2588.50 feet to the center line of the San Francisquito Creek as realigned; thence upstream along said center line of San Francisquito Creek South 15° 53' East, 151.55 feet; thence South 38° 23' East, 1448.69 feet to the Northerly boundary line of said lands of Geng; thence North 51° 20' East, along said Northerly boundary line of lands of Geng, 58.00 feet to the true point of commencement.

PARCEL TWENTY-ONE:

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203, Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 113.00 feet to the true point of commencement; thence from said true point of commencement North 38° 23' West, 2448.69 feet to the center line of the San Francisquito Creek as realigned; thence upstream along said center line of San Francisquito Creek South 15° 53' East, 159.39 feet; thence South 38° 23'

East, 2301.65 feet to the Northerly boundary line of said lands of Geng; thence North 51° 20' East, along said Northerly boundary line of lands of Geng, 61.00 feet to the true point of commencement.

PARCEL TWENTY-TWO (A):

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203, Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 239.50 feet to the true point of commencement; thence from said true point of commencement North 38° 23' West, 2151.61 feet to the center line of the San Francisquito Creek as realigned; thence upstream along said center line of San Francisquito Creek South 14° 07' East, 171.53 feet; thence South 38° 23' East, 1995.49 feet to the Northerly boundary line of said lands of Geng; thence North 51° 20' East, along said Northerly boundary line of lands of Geng, 70.50 feet to the true point of commencement.

PARCEL TWENTY-TWO (B):

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203, Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 310.00 feet to the true point of commencement; thence from said true point of commencement North 38° 23' West, 1995.49 feet to the center line of the San Francisquito Creek as realigned; thence upstream along said center line of San Francisquito Creek South 14° 07' East, 184.91 feet; thence South 38° 23' East, 1827.19 feet to the Northerly boundary line of said lands of Geng; thence North 51° 20' East, along said Northerly boundary line of lands of Geng, 76.00 feet to the true point of commencement.

PARCEL TWENTY-TWO (C):

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203, Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 386.00 feet to the true point of commencement; thence from said true point of commencement North 38° 23' West, 1827.19 feet to the center line of the San Francisquito Creek as realigned; thence upstream along said

center line of San Francisquito Creek with the following courses and distances:

South 14° 07' East, 125.57 feet and South 11° 38' East, 70.85 feet; thence South 38° 23' East, 1649.75 feet to the Northerly boundary line of said lands of Geng; thence North 51° 20' East, along said Northerly boundary line of lands of Geng, 83.50 feet to the true point of commencement.

PARCEL TWENTY-TWO (D):

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203, Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 469.50 feet to the true point of commencement; thence from said true point of commencement North 38° 23' West, 1649.75 feet to the center line of the San Francisquito Creek as realigned; thence upstream along said center line of San Francisquito Creek with the following courses and distances:

South 11° 38' East, 157.36 feet and South 2° 09' East, 39.22 feet; thence South 38° 23' East, 1444.72 feet to the Northerly boundary line of said lands of Geng; thence North 72° 27' East, along said Northerly boundary line of lands of Geng 96.62 feet; thence continuing along said Northerly boundary line of lands of Geng North 51° 20' East, 7.50 feet to the true point of commencement.

PARCEL TWENTY-TWO (E):

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203, Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 477.00 feet; thence South 72° 27' West, 96.62 feet to the true point of commencement; thence from said true point of commencement North 38° 23' West, 1444.72 feet to the center line of the San Francisquito Creek as realigned; thence upstream along said center line of San Francisquito Creek South 2° 09' East, 182.71 feet; thence South 38° 23' East, 1256.24 feet to the Northerly boundary line of said lands of Geng; thence along said Northerly boundary line of lands of Geng, North 72° 27' East, 120.64 feet to the true point of commencement.

PARCEL TWENTY-TWO (F):

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et

ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203, Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 477.00 feet; thence South 72° 27' West, 217.26 feet to the true point of commencement; thence from said true point of commencement North 38° 23' West, 1256.24 feet to the center line of the San Francisquito Creek as realigned; thence upstream along said center line of San Francisquito Creek with the following courses and distances:

South 2° 09' East, 126.43 feet and South 10° 23' East, 111.83 feet; thence South 38° 23' East, 1007.09 feet to the Northerly boundary line of said lands of Geng; thence along said Northerly boundary line of lands of Geng, North 72° 27' East, 142.14 feet to the true point of commencement.

PARCEL TWENTY-TWO (G):

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203, Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 477.00 feet; thence South 72° 27' West, 359.40 feet to the true point of commencement; thence from said true point of commencement North 38° 23' West, 1007.09 feet to the center line of the San Francisquito Creek as realigned; thence upstream along said center line of San Francisquito Creek with the following courses and distances:

South 10° 23' East, 89.67 feet; thence South 28° 49' East, 329.52 feet, South 18° 53' East, 154.33 feet, South 0° 39' West, 254.10 feet and South 24° 03' West, 76.07 feet to the Northerly boundary line of said lands of Geng; thence North 72° 59' East, along said Northerly boundary line of lands of Geng, a distance of 53.05 feet; thence continuing along said Northerly boundary line of lands of Geng, South 88° 21' East, 233.0 feet and North 72° 27' East, 143.60 feet to the true point of commencement.

PARCEL TWENTY-THREE:

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203 Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence continuing North 38° 23' West, along said Southwesterly boundary line of the lands of the City of Palo Alto, 2721.17 feet to the Northwesterly corner of the lands described in said Deed from Nicolay, et ux, to the City of Palo Alto; thence upstream along said center line of San Francisquito Creek as realigned South 15° 53' East, 143.72 feet; thence South 38° 23' East, 2588.50 feet to the Northerly boundary line of said lands of Geng,

thence North 51° 20' East, along said Northerly boundary line of the lands of Geng, 55.00 feet to the point of beginning.

PARCEL TWENTY-FOUR:

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203 Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesternly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 174.00 feet to the point of commencement; thence from the true point of commencement North 38° 23' West, 2301.65 feet to the center line of San Francisquito Creek as realigned; thence upstream along said center line of San Francisquito Creek with the following courses and distances:

South 15° 53' East, 66.57 feet and South 14° 07' East, 97.40 feet; thence South 38° 23' East, 2151.61 feet to the Northerly boundary line of said lands of Geng, thence North 51° 20' East, along said Northerly boundary line of the lands of Geng, 65.50 feet to the true point of commencement.

PARCEL TWENTY-FIVE:

All of said land being in Section 32, Township 5 South, Range 2 West, M.D.M., more particularly described as follows:

Beginning at the point of intersection of the Southerly line of Embarcadero Road with the line of the common boundary between San Mateo and Santa Clara Counties; thence from said point of beginning and following the Southerly line of Embarcadero Road, North 51° 37' East, 400.75 feet to the intersection thereof with aforesaid County boundary line; thence leaving said Southerly line of Embarcadero Road and following said County boundary, the twelve following courses and distances:

South 45° 50' East, 335.02 feet; South 23° 14' East, 68.50 feet; South 6° 43' East, 263.50 feet; South 7° 59' West, 140.50 feet; South 26° 14' West, 106.00 feet; South 65° 36' West, 98.60 feet; North 76° 36' West, 91.50 feet; North 43° 55' West, 83.00 feet; North 14° 32' West, 228.50 feet; North 40° 00' West, 84.5 feet; North 20° 45' West, 51.50 feet; North 46° 00' West, 245.50 feet to the point of beginning.

PARCEL TWENTY-SIX:

Beginning at a concrete monument set near the intersection of the bank of the San Francisquito Creek with the shore line of San Francisco Bay as said concrete monument is described in the Indenture made and entered into on March 25, 1911 by and between the Spring Valley Water Company, the party of the first part, and the Morgan Oyster Company, the party of the second part, which was recorded April 3, 1911 in Book 192 of Deeds at Page 584, records of San Mateo County, said concrete monument also being the point of beginning of the lands described in the Deed from Gustav Laumeister and wife, to City of Palo Alto, a municipal corporation, dated April 23, 1926 and recorded September 15, 1930 in Book 500 of Official Records of San Mateo

County, at Page 89 (68341-B); thence from said point of beginning along the general Southeasterly, Southerly and Southwesterly boundary line of the lands described in said Deed, being the left bank of the San Francisquito Creek, as follows: South 26° 15' West, 518.18 feet, South 65° 30' West, 396 feet, North 63° 00' West, 495 feet, North 50° 06' East, 400 feet, North 28° 26' East, 400 feet, North 49° 27' West, 500 feet, South 88° 27' West, 350 feet, South 78° 41' West, 310.55 feet, South 63° 35' West, 386.31 feet, South 52° 12' West, 337 feet, and South 39° 56' West, 205.96 feet; thence East, to the common boundary line between the County of San Mateo and the County of Santa Clara (which line is the center line of San Francisquito Creek before it was relocated); thence in a general Northeasterly direction along said common County boundary line as it winds and turns to its intersection with the South boundary line of Tide Land Survey No. 76-Lot D as described in the Book of Tide Land Surveys in San Mateo County at Page 152, records of San Mateo County, said intersection bears East, of the point of beginning; thence West, along said South line and along the South line of Tide Lands Survey No. 64 as described on Page 121 of said Book of Tide Lands Survey, to the point of beginning.

APN: 008-05-005; and
008-06-001



OLD REPUBLIC
TITLE COMPANY

555 12th Street, Suite 2000
Oakland, CA 94607
(510) 272-1121 Fax: (510) 208-5045

PRELIMINARY REPORT

Our Order Number 1117011970-JM

When Replying Please Contact:

Julie Massey
JMassey@ortc.com
(510) 272-1121

Property Address:

1901, 1903 and 1925 Embarcadero Road, Palo Alto, CA 94301

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of June 13, 2012, at 7:30 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

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

CLTA Standard Coverage Policy - 1990. A specific request should be made if another form or additional coverage is desired.

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

Fee

Title to said estate or interest at the date hereof is vested in:

City of Palo Alto, a municipal corporation

The land referred to in this Report is situated in the County of Santa Clara, City of Palo Alto, State of California, and is described as follows:

PARCEL ONE:

Commencing at the point of intersection of the center line of Embarcadero Road, prolonged, with the center line of the Wilson Slough which said point of intersection is distant North 51° 37' East, 3692.62 feet along the center line of Embarcadero Road from the point of intersection of said line of Embarcadero Road with the center line of Arroyo Road, as marked by a concrete monument; thence leaving said center line of Embarcadero Road, prolonged, and running along the center line of Wilson Slough or San Francisquito Creek the following courses: North 72° 39' West, 328.79 feet; North 46° 5' West, 102.50 feet; North 0° 58' West, 155.00 feet; North 28° 53' East, 146.00 feet; North 56° 1' East, 102.50 feet; South 84° 0' East, 172.50 feet; South 68° 11' East, 278.50 feet; South 87° 0' East, 175.00 feet; North 67° 57' East, 132.50 feet; North 44° 30' East, 179.00 feet; North 16° 34' East, 147.50 feet to the point of intersection with the Westerly boundary of that tract of land, containing 32.80 acres, conveyed by Deed of Gustav Laumeister by the Spring Valley Water Company, which Deed is of record in the Office of the County Recorder of Santa Clara County in Volume of Deeds 527, Page 206 thence leaving said center line of Wilson Slough and running along said Westerly line of said tract of land South 11° 0' East, 69.5 feet and South 26.0 feet to a 3" x 4' stake on the bank of said Slough or San Francisquito Creek, and continuing South 374.3 feet along the prolongation of and the West line of Survey No. 62 Swamp and Overflowed Lands, Santa Clara County, Section 32 Township 5 South Range 2 West, to the point of intersection of said West line of Survey No. 62 with the center line of a sewer right of way 66 feet wide, granted to the Town of Palo Alto and Leland Stanford Jr. University and of record in Book of Deeds 218, Page 122 and in Book of Deeds 220, Page 164, records of Santa Clara County, which point of intersection is marked by a concrete monument; thence running along the center line of said sewer right of way the following courses: South 78° 43' West, 373.2 feet; South 74° 23' West, 100.00 feet; South 65° 57' West, 75.0 feet; South 59° 17' West, 75.0 feet; South 51° 37' West, 96.0 feet to the point of commencement.

PARCEL TWO:

Beginning at the point of intersection of the center line of a sewer right of way granted to the Town of Palo Alto and Leland Stanford Jr. University, and of record in Book of Deeds 218 at Page 122 and in Book of Deeds 220 at Page 164, records of Santa Clara County, with the West line of Survey No. 62, Swamp and Overflowed Lands, Santa Clara County. Section 32, Township 5 South, Range 2 West, which said line is the dividing line between the lands of Seale and Laumeister and the Spring Valley Water Company; thence North' along said West line of Survey No. 62 and prolongation thereof 374.3 feet to a 3 x 4 stake on the bank of the San Francisquito Creek and continuing North 26.0 feet and North 11° 0' West, 69.5 feet to the center line of the San Francisquito Creek; thence along the center line of the San Francisquito Creek the following courses:

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North 11° 0' West, 128.5 feet; North 38° 1' West, 186.0 feet; North 42° 8' West, 177.5 feet; North 3° 16' West, 125.0 feet; North 29° 52' East, 126.0 feet; North 45° 23' East, 241.0 feet; North 60° 57' East, 332.5 feet; North 74° 59' East, 334.0 feet; South 86° 29' East, 255.5 feet; South 67° 55' East, 237.5 feet; South 44° 20' East, 202.0 feet; South 5° 44' East, 200.5 feet; South 31° 53' West, 202.5 feet; South 67° 16' West, 245.0 feet; South 50° 18' West, 153.0 feet; South 12° 4' West, 187.5 feet to the point of intersection with the center line of the Mayfield Slough; thence along the center line of said Mayfield Slough the following courses: South 26° 4' West, 205.0 feet; South 14° 59' West, 95.0 feet to the point of intersection with the center line of said sewer right of way; thence along said center line South 78° 43' West, 91.0 feet to a 3 x 4 stake on the bank of said Mayfield Slough; thence continuing South 78° 43' West, along said center line 190.2 feet to the point of beginning; also and in addition to the above described parcel of land, all the Southerly one-half of said sewer right of way of uniform width of 33 feet, lying Southerly of above described center line of said sewer right of way between the center line of the Mayfield Slough and the West line of aforesaid Survey No. 62.

PARCEL THREE:

Beginning at the point of intersection of the Northwestern line of Embarcadero Road with the common boundary line of San Mateo and Santa Clara Counties; thence from said point of beginning and along said Northwestern line of Embarcadero Road, South 51° 37' West, 864.60 feet to a point at the Southeasterly corner of a 60 foot easement to the Faber property; thence at right angles North 38° 23' West, 79.85 feet to a point on the Southerly line of the Faber lands, said line here forming the boundary line between San Mateo and Santa Clara Counties; thence following said Counties line the six following courses and distances:

North 59° 30' East, 60.60 feet; North 47° 00' East, 132.0 feet; North 12° 30' East, 439.56 feet; North 47° 30' East, 162.46 feet; South 65° 00' East, 240.24 feet; and South 63° 15' East, 171.9 feet to the point of beginning.

PARCEL FOUR:

Being a portion of Swamp and Overflow Land Surveys Nos. 60, 62, 46, 43 and 58 and a portion of the said Rancho Rincon de San Francisquito.

Commencing at a 5/8" twisted bar set in the Northeast corner of that certain tract of land containing 174.57 acres, conveyed to the Federal Telegraph Company by the Spring Valley Water Company by Deed dated January 8, 1921 and recorded January 15, 1921 in the Office of the County Recorder of Santa Clara, State of California in Book 526 of Deeds, Page 355, running thence East 1.36 chains to a 2" x 3" stake set for the Northeast corner of the Southwest quarter of the Southwest quarter of Section 32, Township 5 South Range 2 West, Mount Diablo Base and Meridian said last mentioned corner being also the Northeast corner of Swamp and Overflow Land Survey No. 60; thence North along the West, boundary line of Swamp and Overflow Land Survey No. 62, 19.42 chains to a concrete monument set at the Southwest corner of that certain tract of land containing 30 acres, conveyed by said Spring Valley Water Company to Gustav Laumeister, by Deed dated December 7, 1920 and recorded in said Recorder's Office in Book 527 of Deeds, Page 206; thence East, along the Southerly boundary line of said 30 acre Tract and the Easterly production thereof 6.15 chains to a 6" x 6" post marked "C.S.9" standing on the Easterly bank of Mayfield Slough and marking one of the corners of the Westerly boundary line of that certain tract of land containing 4276.2 acres described in Parcel 1 Schedule "A" of that certain Agreement of Sale between Spring Valley Water Company and the Continental Salt and Chemical Company dated February 15, 1922; thence along said Westerly boundary line of said 4276.2 acre Tract and the Easterly bank of said Mayfield Slough the following courses and distances:

South 21° 40' East, 6.25 chains; South 34° 45' East, 3.70 chains; South 48° 34' East, 3.30 chains; South 83°

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05' East, 3.60 chains; North 69° 23' East, 5.40 chains; South 88° 50' East, 3.50 chains; South 55° 33' East, 2.70 chains; South 23° 17' East, 2.72 chains; South 9° 24' East, 3.90 chains; South 5.70 chains; South 6° 51' West, 6.20 chains; South 21° 46' West, 5.00 chains; South 42° 53' West, 4.30 chains; South 61° 50' West, 5.70 chains; South 46° 45' West, 2.80 chains; South 69° 11' East, 2.90 chains; South 84° 08' East, 3.50 chains; South 65° 55' East, 2.70 chains; South 36° 27' East, 3.17 chains to a point on the Northwestern boundary of the Rancho Rincon de San Francesquito as patented; thence continuing along said Easterly bank of Mayfield Slough and the Westerly boundary line of said 4276.2 acre Tract South 4° 22' East, 4.00 chains; South 20° 58' West, 6.50 chains; South 52° 48' West, 3.20 chains; South 84° 56' West, 3.10 chains; North 54° 18' West, 3.30 chains; North 17° 44' West, 4.20 chains; North 36° 56' West, 2.50 chains; North 74° 52' West, 2.80 chains; South 72° 08' West, 2.80 chains; South 47° 10' West, 2.80 chains; South 31° 36' West, 2.80 chains; South 24° 56' West, 8.20 chains and South 22° 41' West, 2.90 chains to a 6" x 6" post marked "T.8" standing in the Northerly boundary line of that certain 10 acre tract of land, described in Quitclaim Deed from said Spring Valley Water Company to said Federal Telegraph Company, dated October 12, 1921 and recorded in said Recorder's Office October 21, 1921 in Book 538 of Deeds, Page 511; thence along said last mentioned Northerly boundary line North 80° 51' 40" West, 1.13 chains to the Easterly boundary line of said 174.57 acre Tract firstly hereinabove referred to; thence along said last mentioned Easterly line North 7° 32' West, 5.36 chains to a 2 x 3 stake marked S.V. 18 thence North 40.76 chains to the point of commencement.

PARCEL FIVE:

Commencing at a 5/8 inch twisted bar set in the Northeast corner of that certain tract of land containing 174.57 acres, conveyed to the Federal Telegraph Company by the Spring Valley Water Company by Deed dated January 8, 1921, recorded January 15, 1921, in the Office of the County Recorder of Santa Clara County, State of California, in Book 526 of Deeds, Page 355; running thence East, 89.76 feet to a 2" x 3" stake set for the Northeast corner of the Southwest quarter of the Southwest quarter of Section 32, Township 5 South, Range 2 West, Mount Diablo Meridian, said last mentioned corner being also the Northeast corner of Swamp and Overflow Land Survey No.. 60; thence North along the West, boundary line of Swamp and Overflow Land Survey No.. 62, 1285.0 feet; thence leaving said boundary line West, 148.1 feet; North 436.9 feet to the Southerly line of Embarcadero Road; thence Westerly along said Southerly line of Embarcadero Road, the five following courses and distances:

South 78° 43' West, 213.5 feet; South 74° 23' West, 96.8 feet; South 65° 57' West, 70.9 feet; South 59° 17' West, 71.7 feet; South 51° 37' West, 88.95 feet, to a point on the common boundary line between San Mateo and Santa Clara Counties thence leaving said Southerly line of Embarcadero Road and following said County boundary line the eight following courses and distances:

South 45° 50' East, 335.02 feet; South 23° 14' East, 68.5 feet; South 6° 43' East, 263.5 feet; South 7° 59' West, 140.5 feet; South 26° 14' West, 106.0 feet; South 65° 36' West, 98.6 feet; North 76° 36' West, 91.5 feet; North 43° 55' West, 83.0 feet; thence leaving said County boundary line, South 780 feet, to the Northerly line of the property of the Federal Telegraph Company hereinbefore described; thence along said Northerly property line of Federal Telegraph Company, East, 564.64 feet, and to the point of beginning.

PARCEL SIX:

Beginning at a point on the center line of Embarcadero Road, said point being on the common boundary line between San Mateo and Santa Clara Counties; thence running Southeasterly along said County line and the Southwesterly most line of that certain 6.59 acre Tract conveyed by Alfred and Grace Seale to the City of Palo Alto and recorded on the 14th day of October 1932, Page 308, Book 575, of Official Records of San Mateo County, the five following courses and distances:

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South 63° 15' East, 27.9 feet; South 46° 0' East, 253.4 feet; South 20° 45' East, 51.5 feet; South 40° 0' East, 84.5 feet and South 14° 32' East, 228.5 feet to a point; thence leaving said County line and running North 45° 05' West, 623.29 feet to the center line of Embarcadero Road, thence along said center line of Embarcadero Road North 51° 37' East, 133.0 feet to the point of beginning.

EXCLUDING THEREFROM that portion now used for road purposes.

PARCEL SEVEN:

Beginning at a corner monument on the center line of Embarcadero Road set near the Westerly bank of Mayfield Slough; thence from said corner monument along said center line of Embarcadero Road, North 78° 43' East, 281.2 feet to the center line of said Mayfield Slough; thence following said center line of said Slough its meanders upstream the following courses and distances:

South 14° 59' West, 37.5 feet, South 1° 14' East, 287.5 feet, South 9° 10' East, 219.0 feet, South 17° 36' East, 20.0 feet; thence leaving said Slough, West, 458.1 feet to a point; thence North 470.5 feet to the center line of Embarcadero Road; thence following said center line of said road, North 78° 43' East, 151.0 feet to the point of commencement.

PARCEL EIGHT:

Beginning at a point on the common boundary line between the Counties of San Mateo and Santa Clara which point is the most Easterly corner of that certain tract of land conveyed by Grace Ross Seale, a widow, to the City of Palo Alto, by Deed dated June 11, 1933 and recorded July 11, 1933 in Volume 658 of Official Records, Page 23, Santa Clara County Records; said point of beginning being distant along the Southwesterly line of said land as conveyed to the City of Palo Alto, South 45° 05' East, 623.29 feet from the center line of Embarcadero Road; thence from said point of beginning along the East, boundary line of the land of Seale, South 100.00 feet; thence leaving said boundary line North 22° 32' 30" West, 184.72 feet to a point on the Southwesterly line of said tract of land as conveyed to the City of Palo Alto; thence along last mentioned line South 45° 05' East, 100.00 feet to the point of beginning.

PARCEL NINE:

Being parts of Sections 32 and 33, Township 5 South, Range 2 West, M.D.M., part of Section 5, Township 6 South, Range 2 West, M.D.M., and being a part of Rancho Rincon de San Francisco, described as follows:

Beginning at a point on the Northeasterly line of State Highway, designated as District IV, Santa Clara County, Route 68, Section A, known as the Bayshore Highway and U.S. Alternate 101, at the point of intersection of said highway line with the Northwesterly boundary of that certain 4221.32 acre Tract designated as Item No. 1 as conveyed by Spring Valley Water Company to Alviso Salt Company, by Deed dated February 15, 1927 and recorded in Volume 337 of Official Records at Page 485, et seq., Santa Clara County Records, and which point of beginning is distant on said highway line South 39° 42' East, 294.09 feet from a State Highway concrete monument set at Highway Station 60; thence from said point of beginning along the Northeasterly line of said State Highway, South 39° 42' East, (called South 39° 56' East, on the Plan of said Highway and designated as South 39° 45' East, 3742.41 feet in the conveyance from the Alviso Salt Company to State of California, by Deed dated October 30, 1931 and recorded in Volume 592 of Official Records at Page 17, et seq., Santa Clara County Records) for a distance of 3741.82 feet to a point of intersection with a Southeasterly line of said 4221.37 acre Tract, which point is distant along said highway line South 39° 42' East, 36.91 feet from a State

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Highway concrete monument at Station 100; thence leaving said highway along said Southeasterly boundary of said 4221.32 acre Tract the following courses and distances:

North 41° 25' East, 879.92 feet; South 68° 45' East, 165.66 feet; North 6° 00' West, 270.60 feet; North 27° 25' East, 138.60 feet; North 68° 45' East, 653.40 feet and South 45° 30' East, 82.50 feet (called North 45° 30' East, in Quiet Title Decree No. 38406); thence leaving said Southeasterly boundary line of said Tract North 69° 29' East, 178.00 feet, being along a roadway to a junction of roads; thence through said 4221.32 acre Tract and along the Southerly side of a levee the following courses and distances:

North 2° 16' East, 202.60 feet; North 24° 36' East, 200.00 feet; North 31° 37' East, 253.00 feet; North 36° 13' East, 570.00 feet; North 36° 43' East, 248.00 feet; North 27° 30' East, 470.00 feet; North 54° 28' East, 263.00 feet; North 86° 48' East, 400.00 feet; North 75° 28' East, 197.00 feet; North 48° 13' East, 262.00 feet; North 18° 25' East, 395.00 feet; North 14° 58' West, 200.00 feet; North 27° 32' West, 213.00 feet; North 50° 23' West, 427.00 feet; North 18° 11' West, 216.00 feet; North 3° 34' East, 200.00 feet; North 25° 48' East, 276.00 feet; North 58° 54' East, 372.60 feet; North 80° 58' East, 300.00 feet; North 71° 11' East, 200.00 feet; North 39° 53' East, 180.00 feet; North 16° 05' East, 200.00 feet; North 15° 29' West, 200.00 feet; North 44° 41' West, 150.00 feet; North 57° 23' West, 149.00 feet and South 85° 13' West, 113.46 feet to a point on the Northerly line of Rancho Rincon de San Francisquito; thence along said Rancho line North 70° 00' East, 541.35 feet (said distance being calculated as 572.00 feet from the Quiet Title Decree No. 38406 and recorded May 8, 1931 in Volume 569 of Official Records at Page 126, et seq., Santa Clara County Records) to the center line of Charleston Slough which point is the most Easterly corner of the 70.73 acre Parcel described in Grant Deed from the City of Palo Alto to the Alviso Salt Company dated April 14, 1928 and recorded in Volume 473 of Official Records at Page 475, et seq., Santa Clara County Records; thence in a Northerly direction along the center line of said Slough the following courses and distances:

North 2° 41' 16" West, 507.52 feet (designated as North 7° 15' West, 507.67 feet in said Grant Deed); North 7° 38' 58" West, 218.66 feet (designated as North 7° 58' West, 210.01 feet in said Grant Deed); North 21° 31' West, 368.02 feet; North 43° 14' West, 414.02 feet; North 60° 23' West, 582.98 feet; North 75° 04' West, 754.97 feet to a point on the dividing line between Sections 32 and 33, Township 5 South, Range 2 West, M.D.M., and continuing along the center line of said Charleston Slough and the Southerly line of that certain parcel of land containing 33.34 acres and described as Parcel No. 2 in Grant Deed from the Alviso Salt Company to City of Palo Alto which Deed is dated October 2, 1928 and recorded in Volume 474 of Official Records, Page 410, Santa Clara County Records, the following courses and distances:

North 69° 47' West, 640.86 feet; North 51° 51' West, 799.99 feet and North 22° 26' West, 330.00 feet to a point on the Northerly line of said 4221.32 acre Tract; thence along the Southerly bank of the Mayfield Slough and the Northerly line of said 4221.32 acre Tract the following courses and distances:

South 46° 20' West, 222.29 feet; South 55° 50' West, 640.20 feet (646.80 feet in decree 38406); South 73° 44' West, 459.36 feet and North 75° 06' West, 158.40 feet to a point on the Easterly line of that certain parcel of land containing 40.61 acres and described as Parcel No. 1 in Grant Deed from the Alviso Salt Company to City of Palo Alto which Deed is dated October 23, 1928 and recorded in Volume 474 of Official Records, Page 410, Santa Clara County Records; thence leaving said Mayfield Slough and the Northerly line of said 4221.32 acre Tract Southeasterly along formerly the Westerly edge of a smaller Slough and the Easterly line of said 40.61 acre Tract, the following courses and distances:

South 25° 29' East, 792.00 feet and South 28° 30' East, 785.40 feet; thence leaving the bank of said former smaller Slough South 59° 23' West, 171.07 feet to the Southerly corner of said 40.61 acre Tract on the Easterly bank of said Mayfield Slough and the Westerly line of said 4221.32 acre Tract; thence along the

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Easterly bank of said Mayfield Slough and the Westerly line of said 4221.32 acre Tract the following courses and distances:

South 9° 24' East, 257.40 feet; South 376.20 feet; South 6° 51' West, 409.20 feet; South 21° 46' West, 330.00 feet; South 42° 53' West, 283.80 feet; South 61° 50' West, 376.20 feet; South 46° 45' West, 184.80 feet; South 69° 11' East, 191.40 feet; South 84° 08' East, 231.00 feet; South 65° 55' East, 178.20 feet; South 36° 27' East, 209.22 feet to a point on the Northerly line of said Rancho Rincon de San Francisquito (called 209.42 feet in Quiet Title Decree No. 38406); South 4° 22' East, 264.00 feet; South 20° 58' West, 429.00 feet; South 52° 48' West, 211.20 feet; South 84° 56' West, 204.60 feet; North 54° 18' West, 217.80 feet; North 17° 44' West, 277.20 feet; North 36° 56' West, 165.00 feet; North 74° 52' West, 184.80 feet; South 72° 08' West, 184.80 feet; South 47° 10' West, 184.80 feet; South 31° 36' West, 184.80 feet; South 24° 56' West, 541.20 feet and South 22° 41' West, 191.40 feet to a 6" x 6" post originally set and marked "T.8", standing in the Northerly line of that certain 10 acre Tract embracing the boat landing of Clarke as delineated and located in the description of that certain 1576.69 acre Tract conveyed by E. G. Moody to Spring Valley Water Company by Deed dated August 13, 1906 and recoded in Volume 335 of Deeds, Page 447, Santa Clara County Records; thence Southeasterly and Southwesterly along the dividing line between said 10 acre Tract and said 1576.69 acre Tract the following courses and distances:

South 24° 10' East, 145.20 feet and South 77° 30' East, 132.00 feet to a 6" x 6" post originally set and marked "T.10" and South 69° 16' West, 1369.01 feet to the Northeasterly line of said State Highway known as the Bayshore Highway and the point of beginning.

PARCEL TEN:

Being a part of Section 32, Township 5 South, Range 2 West, M.D.M., and a part of said 4221.32 acre Tract conveyed by Spring Valley Water Company to Alviso Salt Company by Deed dated February 15, 1927 and recorded in Volume 337 of Official Records, Pages 485, et seq., in the Office of the County Recorder of Santa Clara County, California, described as follows:

Beginning at a 6" x 6" post marked "C.S. 9" standing on the Easterly bank of Mayfield Slough at one of the corners in the Westerly line of that certain 4221.32 acre Tract designated Item No. 1 as conveyed by Spring Valley Water Company to Alviso Salt Company by Deed dated February 15, 1927 and recorded in Volume 337 of Official Records, Pages 485, et seq., in the Office of the County Recorder of Santa Clara County, California and running thence along the Westerly and Northerly lines of said 4221.32 acre Tract the eleven following courses and distances:

West, 1.45 chains to a point in the center line of said Mayfield Slough; thence Northwesterly and Northeasterly along said center line of said Mayfield Slough following its meanders down stream the seven following courses and distances:

North 17° 36' West, 0.303 chains; North 9° 10' West, 2.318 chains; North 1° 14' West, 4.356 chains; North 14° 59' East, 1.439 chains; North 26° 04' East, 3.106 chains; North 38° 36' East, 3.189 chains; North 79° 23' East, 2.70 chains; thence leaving said center line of said Slough and running South 0.65 chains to a point on the Southerly bank of said Slough; thence Southeasterly along said Southerly bank of said Mayfield Slough the two following courses and distances:

South 54° 54' East, 8.30 chains and South 75° 06' East, 2.80 chains to a point from which a 6" x 6" witness post painted white bears South 56° 47' West, 100.00 feet; thence leaving said Mayfield Slough and said Northerly line of said 4221.32 acre Tract and running Southeasterly along the general Westerly bank or edge

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of a smaller Slough the two following courses and distances:

South 25° 29' East, 12.00 chains to a 6" x 6" post painted white and South 28° 30' East, 11.90 chains to a 6" x 6" post painted white; thence leaving said bank of said smaller Slough and running South 59° 23' West, 2.592 chains to a point on said Easterly bank of said Mayfield Slough and in said Westerly line of said 4221.32 acre Tract; and thence Northwesterly along said Easterly bank of said Mayfield Slough along said Westerly line of said 4221.32 acre Tract the eight following courses and distances:

North 23° 17' West, 2.722 chains; North 55° 33' West, 2.70 chains; North 88° 50' West, 3.50 chains; South 69° 23' West, 5.40 chains; North 83° 05' West, 3.60 chains; North 48° 34' West, 3.30 chains; North 34° 45' West, 3.70 chains and North 21° 40' West, 6.25 chains to the point of beginning.

PARCEL ELEVEN:

Being a part of Section 32, Township 5 South, Range 2 West, M.D.M., and a part of said 4221.32 acre Tract conveyed by Spring Valley Water Company to Alviso Salt Company by Deed dated February 15, 1927 and recorded in Volume 337 of Official Records, Pages 485, et seq., in the Office of the County Recorder of Santa Clara County, California, described as follows:

Beginning at the point of intersection of the center line of Charleston Slough with the dividing line between Sections 32 and 33, Township 5 South, Range 2 West, M.D.M., said point of beginning being also in the Easterly line of that certain 4221.32 acre Tract designated Item No. 1 as conveyed by Spring Valley Water Company to Alviso Salt Company by Deed dated February 15, 1927 and recorded in Volume 337 of Official Records, Pages 485, et seq., in the Office of the County Recorder of Santa Clara County, California and running thence Northerly along said dividing line between said Sections 32 and 33 and along said Easterly line of said 4221.32 acre Tract, North 20.21 chains to a point on the shore of the Bay of San Francisco; thence Northwesterly and Southwesterly along said shore of the Bay of San Francisco and along the Southeasterly bank of the Charleston Slough and along the Northerly line of said 4221.32 acre Tract the three following courses and distances:

North 22° West, 5.10 chains; South 72° 27' West, 11.86 chains and South 55° 06' West, 5.16 chains; thence leaving said bank of said Charleston Slough and running Southwesterly and still along the Northerly line of said 4221.32 acre Tract, South 46° 20' West, 4.242 chains to a point in said center line of said Charleston Slough; and thence leaving said line of said 4221.32 acre Tract and running Southwesterly along said center line of said Charleston Slough following its meanders upstream the three following courses and distances:

South 22° 26' East, 5.00 chains; South 51° 51' East, 12.121 chains and South 69° 47' East, 9.71 chains to the point of beginning.

PARCEL TWELVE:

Beginning at a concrete monument set near the intersection of the Northerly bank of Mayfield Slough and the shoreline of San Francisco Bay, as said monument is described in that certain Indenture made and entered into March 25, 1911, by and between the Spring Valley Water Company, the party of the first part, and the Morgan Oyster Company, the party of the second part, and recorded April 3, 1911, in Volume 192 of Deeds at Page 584, San Mateo County Records; thence from said concrete monument at the point of beginning and along the dividing line described in the above mentioned Indenture, said line being the Southwesterly most boundary of Survey No. 64 and Resurvey No. 48 of the Morgan Oyster Company, patented January 9, 1879, and recorded in Book "2" Patents at Page 18, on March 19, 1879, records of San Mateo County, as follows:

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North 12° 00' West, 7.50 chains to a concrete monument, North 49° 00' West, 17.50 chains, to a concrete monument, North 36° 30' West, 12.50 chains; North 67° 30' West, 10.00 chains; North 81° 30' West, 15.00 chains; North 42° 00' West, 5.70 chains; thence leaving the above mentioned dividing line and passing through Survey No. 64 and Resurvey No. 48 and Lot "D" of Survey No. 76 of the Morgan Oyster Company, the last described Survey patented October 17, 1878, and recorded in Book "2" of Patents at Page 20, on March 19, 1879, records of San Mateo County, East, 78.18 chains to a point on the line dividing Sections 28 and 29 of Township 5 South, Range 2 West, M.D.M.; thence on and along said section line and the Easterly most boundary of Lot "D" Survey No. 76 and across the Northwesterly most boundary of Lot "B" Survey No. 1, Morgan Oyster Company, patented October 17, 1878, and recorded in Book "C" of Patents, at Page 113, on February 28, 1879, records of Santa Clara County, and continuing along the line dividing Sections 32 and 33, South 28.50 chains; the last described course crossing the boundary line between San Mateo and Santa Clara Counties; thence leaving said section line and following the exterior boundaries of the Morgan Oyster Company, Survey No. 8, Lot "B" patented August 11, 1890, and recorded in Book "E" of Patents at Page 40 on September 27, 1890, records of Santa Clara County, in a general Southeasterly direction, the six following courses and distances:

East, 3 chains; South 25° 30' East, 23.80 chains; East, 7.00 chains; South 5.00 chains; South 59° 45' East, 32.18 chains; East, 2.51 chains; thence South 55° 00' West, 10.64 chains; North 54° 15' West, 40.00 chains; North 21° 15' West, 22.73 chains; the last described course crossing the line between Sections 32 and 33, Township 5 South, Range 2 West, M.D.M.; thence South 44° 45' West, 4.62 chains; North 45° 00' West, 4.24 chains; thence following the exterior boundary of Survey No. 1, Lot "C" Morgan Oyster Company, South 21° 00' West, 5.00 chains; South 68° 45' West, 8.00 chains; North 8° 30' West, 4.00 chains; North 25° 45' East, 3.00 chains to a point on a line between Santa Clara and San Mateo County; thence on and along said County line North 38° 45' East, 5.12 chains; thence leaving said County line and the boundary of Survey No. 1, Lot "C", West, 10.40 chains to the point of beginning.

EXCEPTING THEREFROM any portion lying within Parcel Nine as described herein.

PARCEL THIRTEEN:

Being a Resurvey of a part of Swamp and Overflowed Lands Survey 61, Santa Clara County, and being a fraction in the West ½ of Section 33, Township 5 South, Range 2 West, M.D.M., described as follows:

Beginning at the intersection of the Northern boundary line of the Rancho Rincon de San Francisquito with the East line of Swamp and Overflowed Lands Survey 46, Santa Clara County, said point of beginning being 4.68 chains North of the corner to Sections 32 and 33, Township 5 South, Range 2 West, and Sections 4 and 5, Township 5 South, Range 2 West, M.D.M.; thence North along the West line of said Swamp and Overflowed Lands Survey 46, 39.41 chains to the intersection of the Westerly line of Tide Land Location 164 of Land Survey No. 8, Santa Clara County; thence following the line of said Tide Land Location 164, South 21° 15' East, 5.94 chains; South 54° 15' East, 40 chains; North 55° East, 6.58 chains to the West line of the Swamp and Overflowed Lands Survey 135, Santa Clara County; thence along the line of said Survey 135, South 9.81 chains to the Northerly boundary line of said Rancho Rincon de San Francisquito; thence along the North line of said Rancho, North 82° 30' West, 20.56 chains; South 70° West, 20.87 chains to the point of beginning.

EXCEPTING THEREFROM any portion lying within Parcels Nine and Twelve as described herein.

ALSO EXCEPTING THEREFROM any portion lying within Rancho Rincon de San Francisquito.

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PARCEL FOURTEEN:

Beginning at a concrete monument set near the intersection of the Northerly bank of San Francesquito Creek with the shore line of the San Francisco Bay as said concrete monument as described in that certain Indenture made and entered into March 25, 1911, by and between the Spring Valley Water Company, the party of the first part and the Morgan Oyster Company, the party of the second part, and recorded April 3, 1911 in Volume 192 of Deeds, Page 584, San Mateo County Records; thence from the said concrete monument at the point of beginning and along the dividing lines described in the above mentioned Indenture as follows:

North 12° 00" West, 495.21 feet to a concrete monument; North 49° 00' West, 1155.40 feet to a concrete monument; North 36° 30' 30" West, 824.90 feet; North 67° 30' 40" West, 659.98 feet; North 81° 30' 40" West, 990.02 feet; North 42° 00' 30" West, 376.15 feet; North 20° 00' 20" West, 577.41 feet; North 39° 00' 30" West, 989.90 feet; East, 72.60 feet; North 52° 30' West, 1056 feet; North 25° 00' West, 747.12 feet; West, 711.45 feet and North 1223.31 feet to the Southerly line of Bay Road, from which point the ¼ section corner between Sections 19 and 30 in Township 5 South, Range 2 West, M. D. B. & M. bears North 85.38 feet distant; thence leaving said dividing line and along the said Southerly line of Bay Road, South 66° 12' 40" West, 889.05 feet to the Easterly line of the Rancho de Las Pulgas, South 23° 22' 53" West, 61.13 feet distant from angle point in said Rancho line designated as P.M.C. 5; thence leaving said Southerly line of Bay Road along said Easterly Rancho line, South 23° 22' 53" West, 1056.95 feet to the angle point designated as P.M.C. #4 and South 13° 12' 45" East, 1272.92 feet to the line dividing the North one-half from the South one-half of section 30 in said Township and Range; thence along said dividing line North 89° 29' 43" East, 2239.49 feet; thence leaving said dividing line South 2647.90 feet to the South line of said Section 30; thence East, 1320 feet to the corner common to Sections 29, 30, 31 and 32 in said Township and Range; thence South between Sections 31 and 32, 1320 feet; thence East, 990 feet to the bank of the San Francisquito Creek; thence along said Creek bank as follows:

North 39° 59' East, 205.96 feet; North 52° 12' East, 337.00 feet; North 63° 35' East, 386.31 feet; North 78° 41' East, 310.53 feet; North 88° 27' East, 350.00 feet; South 49° 27' East, 500.00 feet; South 28° 26' West, 400.00 feet; South 50° 06' West, 400.00 feet; South 63° East, 495 feet; North 65° 30' East, 396.00 feet, and North 26° 15' East, 518.18 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying in the County of San Mateo.

PARCEL FIFTEEN:

Being a portion of the Southwest quarter of the Northwest quarter of Section 32, Township 5 South, Range 2 West, M.D.M., described as follows:

Beginning at the common corner for Sections 29, 30, 31 and 32, Township 5 South, Range 2 West; thence South between Sections 31 and 32, 1320 feet; thence East, 28.50 feet to the true point of commencement, East, 1,108.50 feet to the center of the San Francisquito Creek; also known as the Wilson Slough; thence along the center of said San Francisquito Creek, the following courses:

South 3° 16' East, 50.0 feet; South 42° 08' East, 177.50 feet; South 33° 01' East, 186.00 feet; South 11° 01' East, 128.5 feet; South 16° 34' West, 147.50 feet; South 44° 3' West, 179.00 feet; South 67° 57' West, 132.50 feet; North 57° 0' West, 175.00 feet; North 66° 11' West, 278.50 feet; North 84° 0' West, 172.50 feet; South 56° 01' West, 102.50 feet; South 28° 53' West, 146.00 feet; South 0° 58' East, 155.00 feet; South 46° 05' East, 102.50 feet; and South 72° 39' East, 33.00 feet; thence leaving said Creek, South 51° 37' West, 355.00 feet; thence North 65° 0' West, 166.00 feet to a concrete monument standing 28.50 feet due East,

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from the West line of Section 32; thence North 1264.50 feet to the aforesaid true point of commencement.

PARCEL SIXTEEN:

Commencing at the point of intersection of the center line of Embarcadero Road, prolonged, with the center line of the San Francisquito Creek, which said point of intersection is distant North 51° 37' East, 3283.42 feet along the center line of Embarcadero Road with the center line of Arroyo Road, which intersection of said center lines is marked by a concrete monument and shown upon the Map of Subdivision No. 5, Scale Tract, which Map is of record in the Office of the County Recorder of Santa Clara County, California; thence leaving said center line of Embarcadero Road, and running along the center line of the San Francisquito Creek South 63° 15' East, 27.9 feet and South 46° 0' East, 7.76 feet; thence leaving the center line of said Creek and running parallel to and distant 33 feet Southeasterly from said center line of Embarcadero Road, prolonged, into San Mateo County, North 51° 37' East, 400.75 feet to the center line of the San Francisquito Creek; thence along the center line of said Creek North 45° 50' West, 33.28 feet to said center line of Embarcadero Road, prolonged; thence continuing along the center line of said San Francisquito Creek North 72° 59' West, 295.79 feet; thence leaving said Creek and running on a course parallel to and distant 244.45 feet from the center line of said Embarcadero Road, prolonged, South 51° 27' West, 355 feet, more or less, a point of intersection with the center line of San Francisquito Creek, said point of intersection being distant on said center line of said Creek South 65° East, 166 feet from a concrete monument; thence following the center line of said Creek South 65° East, 74.24 feet and South 63° 15' East, 199.8 feet to the point of commencement.

PARCEL SEVENTEEN:

Being a part of the Southeasterly quarter of section 30 and the Northeasterly quarter of Section 31, Township 5 South, Range 2 West, M.D.M., described as follows:

Commencing at a concrete monument on the line dividing San Mateo and Santa Clara Counties, said concrete monument here forming the Southwesterly most corner of that certain 26.66 acre Tract conveyed by Deed July 19, 1926, and recorded in Volume 246, Page No. 168, records of San Mateo County to the City of Palo Alto by Peter Faber and Laura E. Faber, his wife; thence from said point of commencement, North 38° 23' West, 3600.00 feet to a point; thence North 51° 37' East, 1131.0 feet to a point on the Westerly line of that certain 286.562 acre Tract under Lease by the City of Palo Alto from Gustav and Mabel S. Laumeister, dated April 22, 1926, said Lease being on file in the Office of the City clerk of said City; thence South along said line 939.8 feet to a point on the line between Sections 30 and 31, Township 5 South, Range 2 West, M.D.M.; thence East, along said dividing line 1320 feet to the section corner common to Sections 29, 30, 31 and 32, Township 5 South, Range 2 West, M.D.M.; thence South 1320 feet along the line between Sections 31 and 32 Township 5 South, Range 2 West, to a point; thence leaving said section line East, 28.5 feet to a point, said point being the true point of commencement of that certain 26.66 acre Tract hereinbefore mentioned; thence South 1264.5 feet to the point of commencement.

PARCEL EIGHTEEN:

Being a part of Sections 30 and 31, Township 5 South, Range 2 West, M.D.M., described as follows:

Commencing at a concrete monument on the line dividing San Mateo and Santa Clara Counties, said concrete monument here forming the Southwesterly most corner of that certain 26.66 acre Tract conveyed by Deed July 19, 1926, and recorded in Volume 246, Page 168, records of San Mateo County to the City of Palo Alto by Peter Faber and Laura E. Faber, his wife; thence from said point of commencement, North 38° 23' West, 3600.00 feet along the Southwesterly line of that certain 71.33 acre Tract under Lease by the City of Palo Alto

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and Peter Faber and Laura E. Faber dated March 11, 1929, said lease being on file in the Office of the City Clerk of said City; thence South 51° 37' West, 684.75 feet; thence South 38° 23' East, 3890.62 feet to the line dividing San Mateo and Santa Clara Counties; thence along said line dividing San Mateo and Santa Clara Counties the following courses and distances; North 59° 30' East, 60.60 feet; North 47° 00' East, 132.00 feet; North 12° 30' East, 439.56 feet; North 47° 30' East, 152.46 feet to the point of commencement.

PARCEL NINETEEN:

Beginning at a point marked by a concrete monument standing on the boundary line between Santa Clara County and San Mateo County at the point of intersection of said County boundary line with the common Easterly line of Pulgas Ranch and the Westerly line of Section 31, Township 5 South, Range 3 West, M.D.M.; thence on and along said County boundary line North 81° 30' East, 118.80 feet, South 26° 30' East, 211.86 feet, South 56° 45' East, 178.20 feet and North 59° 30' East, 106.38 feet to a point on said County boundary line, which point is distant North 38° 23' West, 79.85 feet from the Northwesternly line of Embarcadero Road; thence leaving said County boundary line North 38° 57' West, 1169.45 feet to a fence corner; thence South 51° 20' West, 477.00 feet; thence South 72° 27' West, 503.00 feet; thence North 88° 21' West, 233.00 feet; thence South 72° 59' West, 189.00 feet; thence South 66° 32' West, 471.00 feet; thence South 12° 04' East, 200.85 feet to a point on said County boundary line; thence on and along said County boundary line South 69° 30' East, 375.40 feet, North 46° 00' East, 693.00 feet, South 48° 30' East, 303.60 feet, South 47° 30' West, 330.00 feet, South 14° 00' East, 117.48 feet, South 67° 30' East, 198.00 feet, North 49° 00' East, 475.00 feet, North 86° 30' East, 290.40 feet and North 62° 30' East, 475.00 feet, North 86° 30' East, 290.40 feet and North 62° 30' East, 273.90 feet to the point of beginning.

PARCEL TWENTY:

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203 Official Records of San Mateo County distant thereon North 38° 23' West, 1249.30 feet from the Northwesternly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 55.00 feet to the true point of commencement; thence from said true point of commencement North 38° 23' West, 2588.50 feet to the center line of the San Francisquito Creek as realigned; thence upstream along said center line of San Francisquito Creek South 15° 53' East, 151.55 feet; thence South 38° 23' East, 1448.69 feet to the Northerly boundary line of said lands of Geng; thence North 51° 20' East, along said Northerly boundary line of lands of Geng, 58.00 feet to the true point of commencement.

PARCEL TWENTY-ONE:

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203, Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesternly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 113.00 feet to the true point of commencement; thence from said true point of commencement North 38° 23' West, 2448.69 feet to the center line of the San Francisquito Creek as realigned; thence upstream along said

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center line of San Francisquito Creek South 15° 53' East, 159.39 feet; thence South 38° 23' East, 2301.65 feet to the Northerly boundary line of said lands of Geng; thence North 51° 20' East, along said Northerly boundary line of lands of Geng, 61.00 feet to the true point of commencement.

PARCEL TWENTY-TWO (A):

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203, Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 239.50 feet to the true point of commencement; thence from said true point of commencement North 38° 23' West, 2151.61 feet to the center line of the San Francisquito Creek as realigned; thence upstream along said center line of San Francisquito Creek South 14° 07' East, 171.53 feet; thence South 38° 23' East, 1995.49 feet to the Northerly boundary line of said lands of Geng; thence North 51° 20' East, along said Northerly boundary line of lands of Geng, 70.50 feet to the true point of commencement.

PARCEL TWENTY-TWO (B):

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203, Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 310.00 feet to the true point of commencement; thence from said true point of commencement North 38° 23' West, 1995.49 feet to the center line of the San Francisquito Creek as realigned; thence upstream along said center line of San Francisquito Creek South 14° 07' East, 184.91 feet; thence South 38° 23' East, 1827.19 feet to the Northerly boundary line of said lands of Geng; thence North 51° 20' East, along said Northerly boundary line of lands of Geng, 76.00 feet to the true point of commencement.

PARCEL TWENTY-TWO (C):

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203, Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 386.00 feet to the true point of commencement; thence from said true point of commencement North 38° 23' West, 1827.19 feet to the center line of the San Francisquito Creek as realigned; thence upstream along said center line of San Francisquito Creek with the following courses and distances:

South 14° 07' East, 125.57 feet and South 11° 38' East, 70.85 feet; thence South 38° 23' East, 1649.75 feet to the Northerly boundary line of said lands of Geng; thence North 51° 20' East, along said Northerly boundary

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line of lands of Geng, 83.50 feet to the true point of commencement.

PARCEL TWENTY-TWO (D):

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203, Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 469.50 feet to the true point of commencement; thence from said true point of commencement North 38° 23' West, 1649.75 feet to the center line of the San Francisquito Creek as realigned; thence upstream along said center line of San Francisquito Creek with the following courses and distances:

South 11° 38' East, 157.36 feet and South 2° 09' East, 39.22 feet; thence South 38° 23' East, 1444.72 feet to the Northerly boundary line of said lands of Geng; thence North 72° 27' East, along said Northerly boundary line of lands of Geng 96.62 feet; thence continuing along said Northerly boundary line of lands of Geng North 51° 20' East, 7.50 feet to the true point of commencement.

PARCEL TWENTY-TWO (E):

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203, Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 477.00 feet; thence South 72° 27' West, 96.62 feet to the true point of commencement; thence from said true point of commencement North 38° 23' West, 1444.72 feet to the center line of the San Francisquito Creek as realigned; thence upstream along said center line of San Francisquito Creek South 2° 09' East, 182.71 feet; thence South 38° 23' East, 1256.24 feet to the Northerly boundary line of said lands of Geng; thence along said Northerly boundary line of lands of Geng, North 72° 27' East, 120.64 feet to the true point of commencement.

PARCEL TWENTY-TWO (F):

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203, Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 477.00 feet; thence South 72° 27' West, 217.26 feet to the true point of commencement; thence from said true point of commencement North 38° 23' West, 1256.24 feet to the center line of the San Francisquito Creek as realigned; thence upstream along said center line of San Francisquito Creek with the following courses and distances:

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South 2° 09' East, 126.43 feet and South 10° 23' East, 111.83 feet; thence South 38° 23' East, 1007.09 feet to the Northerly boundary line of said lands of Geng; thence along said Northerly boundary line of lands of Geng, North 72° 27' East, 142.14 feet to the true point of commencement.

PARCEL TWENTY-TWO (G):

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203, Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West, 477.00 feet; thence South 72° 27' West, 359.40 feet to the true point of commencement; thence from said true point of commencement North 38° 23' West, 1007.09 feet to the center line of the San Francisquito Creek as realigned; thence upstream along said center line of San Francisquito Creek with the following courses and distances:

South 10° 23' East, 89.67 feet; thence South 28° 49' East, 329.52 feet, South 18° 53' East, 154.33 feet, South 0° 39' West, 254.10 feet and South 24° 03' West, 76.07 feet to the Northerly boundary line of said lands of Geng; thence North 72° 59' East, along said Northerly boundary line of lands of Geng, a distance of 53.05 feet; thence continuing along said Northerly boundary line of lands of Geng, South 88° 21' East, 233.0 feet and North 72° 27' East, 143.60 feet to the true point of commencement.

PARCEL TWENTY-THREE:

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203 Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence continuing North 38° 23' West, along said Southwesterly boundary line of the lands of the City of Palo Alto, 2721.17 feet to the Northwesterly corner of the lands described in said Deed from Nicolay, et ux, to the City of Palo Alto; thence upstream along said center line of San Francisquito Creek as realigned South 15° 53' East, 143.72 feet; thence South 38° 23' East, 2588.50 feet to the Northerly boundary line of said lands of Geng, thence North 51° 20' East, along said Northerly boundary line of the lands of Geng, 55.00 feet to the point of beginning.

PARCEL TWENTY-FOUR:

A portion of lands of Peter Faber located in Section 31, Township 5 South, Range 2 West, M.D.M., and which portion is more particularly described as follows:

Beginning at a point on the Southwesterly boundary line of the lands conveyed by Nicolay, et ux, to the City of Palo Alto by Deed recorded in Volume 858, Page 203 Official Records of San Mateo County, distant thereon North 38° 23' West, 1249.30 feet from the Northwesterly line of the Embarcadero Road, said point of beginning being also the most Northerly corner of the lands of Jacob J. Geng; thence South 51° 20' West,

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174.00 feet to the point of commencement; thence from the true point of commencement North 38° 23' West, 2301.65 feet to the center line of San Francisquito Creek as realigned; thence upstream along said center line of San Francisquito Creek with the following courses and distances:

South 15° 53' East, 66.57 feet and South 14° 07' East, 97.40 feet; thence South 38° 23' East, 2151.61 feet to the Northerly boundary line of said lands of Geng, thence North 51° 20' East, along said Northerly boundary line of the lands of Geng, 65.50 feet to the true point of commencement.

PARCEL TWENTY-FIVE:

All of said land being in Section 32, Township 5 South, Range 2 West, M.D.M., more particularly described as follows:

Beginning at the point of intersection of the Southerly line of Embarcadero Road with the line of the common boundary between San Mateo and Santa Clara Counties; thence from said point of beginning and following the Southerly line of Embarcadero Road, North 51° 37' East, 400.75 feet to the intersection thereof with aforesaid County boundary line; thence leaving said Southerly line of Embarcadero Road and following said County boundary, the twelve following courses and distances:

South 45° 50' East, 335.02 feet; South 23° 14' East, 68.50 feet; South 6° 43' East, 263.50 feet; South 7° 59' West, 140.50 feet; South 26° 14' West, 106.00 feet; South 65° 36' West, 98.60 feet; North 76° 36' West, 91.50 feet; North 43° 55' West, 83.00 feet; North 14° 32' West, 228.50 feet; North 40° 00' West, 84.5 feet; North 20° 45' West, 51.50 feet; North 46° 00' West, 245.50 feet to the point of beginning.

PARCEL TWENTY-SIX:

Beginning at a concrete monument set near the intersection of the bank of the San Francisquito Creek with the shore line of San Francisco Bay as said concrete monument is described in the Indenture made and entered into on March 25, 1911 by and between the Spring Valley Water Company, the party of the first part, and the Morgan Oyster Company, the party of the second part, which was recorded April 3, 1911 in Book 192 of Deeds at Page 584, records of San Mateo County, said concrete monument also being the point of beginning of the lands described in the Deed from Gustav Laumeister and wife, to City of Palo Alto, a municipal corporation, dated April 23, 1926 and recorded September 15, 1930 in Book 500 of Official Records of San Mateo County, at Page 89 (68341-B); thence from said point of beginning along the general Southeasterly, Southerly and Southwesterly boundary line of the lands described in said Deed, being the left bank of the San Francisquito Creek, as follows: South 26° 15' West, 518.18 feet, South 65° 30' West, 396 feet, North 63° 00' West, 495 feet, North 50° 06' East, 400 feet, North 28° 26' East, 400 feet, North 49° 27' West, 500 feet, South 88° 27' West, 350 feet, South 78° 41' West, 310.55 feet, South 63° 35' West, 386.31 feet, South 52° 12' West, 337 feet, and South 39° 56' West, 205.96 feet; thence East, to the common boundary line between the County of San Mateo and the County of Santa Clara (which line is the center line of San Francisquito Creek before it was relocated); thence in a general Northeasterly direction along said common County boundary line as it winds and turns to its intersection with the South boundary line of Tide Land Survey No. 76-Lot D as described in the Book of Tide Land Surveys in San Mateo County at Page 152, records of San Mateo County, said intersection bears East, of the point of beginning; thence West, along said South line and along the South line of Tide Lands Survey No. 64 as described on Page 121 of said Book of Tide Lands Survey, to the point of beginning.

APN: 008-05-005; and
008-06-001

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At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2012 - 2013, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, for the fiscal year 2011 - 2012, as follows:

Assessor's Parcel No. : 008-05-005
Code No. : 006-001
1st Installment : \$0.00 NO TAX DUE
2nd Installment : \$0.00 NO TAX DUE
3. Taxes and assessments, general and special, for the fiscal year 2011 - 2012, as follows:

Assessor's Parcel No. : 008-06-001
Code No. : 006-001
1st Installment : \$0.00 NO TAX DUE
2nd Installment : \$0.00 NO TAX DUE
4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
5. Any adverse claim based upon the assertion that some portion of said land is tide or submerged land or has been created by artificial means or has accreted to such portion so created.
6. Any adverse claim based upon the assertion that:
 - (a) Some portion of said land is tide or submerged land, or has been created by artificial means or has accreted to such portion so created
 - (b) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Wilson, Charleston and Mayfield Slough or has been formed by accretion to any such portion.
7. Any adverse claim that some portion of said land has not at any time been within the boundaries of the County of Santa Clara, State of California.

8. (a) Any adverse claim based upon the assertion that said land or any part thereof is now or at any time has been included within a navigable river, slough or other navigable body of water.

(b) Rights and easements for commerce, navigation and fishery.

9. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Embarcadero Road.

10. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Town of Palo Alto, et al
For : Sewer line
Recorded : [March 4, 1899 in Book 218 of Deeds, Page 122](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

11. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Jane L. Stanford, et al
For : Sewer line
Recorded : [June 8, 1899 in Book 220 of Deeds, Page 164](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

12. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Standard Electric Company of California
For : Two lines of poles and wires for electricity, telephone and telegraph
Recorded : [March 6, 1908 in Book 330 of Deeds, Page 119](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

13. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement
Reserved By : E. G. Moody
For : Wharf and storage ground and for ingress and egress
Recorded : [October 6, 1908 in Book 335 of Deeds, Page 447](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

14. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Town of Mayfield, a municipal corporation
For : To construct and maintain thereon a main outfall sewer
Recorded : [December 23, 1909 in Book 349 of Deeds, Page 367](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

15. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Town of Mayfield, a municipal corporation
For : Outfall sewer
Recorded : [December 23, 1909 in Book 352 of Deeds, Page 446](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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16. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : The Standard Electric Company
For : The right of erecting, constructing, reconstrucing, replacing, repairing
maintain, using for the transmisison of electricity two lines, of steel
towers, wire suspended thereon
Recorded : [April 14, 1910 in Book 355 of Deeds, Page 579](#)
Affects : As described and delineated therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

17. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : The Standard Electric Company of California
For : Two (2) independent lines of poles, wires suspended thereon, and for
telephone, telegraph purposes
Recorded : [December 7, 1910 in Book 362 of Deeds, Page 577](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

18. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Spring Valley Water Company
For : Roadway to connect with Embarcadero Road
Recorded : [December 20, 1920 in Book 525 of Deeds, Page 382](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

19. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Spring Valley Water Company
For : Roadway to connect with Embarcadero Road
Recorded : [December 20, 1920 in Book 525 of Deeds, Page 383](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

20. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Spring Valley Water Company
For : Roadway to connect with Embarcadero Road
Recorded : [December 20, 1920 in Book 525 of Deeds, Page 397](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

21. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Federal Telegraph Company
For : Construct, maintain, operate, repair, remove achors of antenna and masts
Recorded : [March 22, 1921 in Book 528 of Deeds, Page 483](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

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22. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement
Reserved By : Peter Farber, a widower
For : 20 foot right of way
Recorded : [December 19, 1942 in Book 1040 of Official Records of San Mateo County, Page 114](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

And re-recorded October 26, 1943 in Book 1086 of Official Records of San Mateo County, Page 302.

And re-recorded [October 16, 1943 in Book 1146 of Official Records of San Mateo County, Page 218.](#)

23. Release and relinquishment of abutter's or access rights to and from Bayshore Freeway, upon which premises abuts, as follows:

Instrument : Grant Deed (Corporation)
To : State of California
Recorded : [February 17, 1958 in Book 4008 of Official Records, Page 188 under Recorder's Serial Number 1438106](#)

24. Matters as contained or referred to in an instrument,

Entitled : Freeway Agreement
Executed By : State of California and the City of Palo Alto
Dated : May 12, 1958
Recorded : [June 21, 1963 in Book 6074 of Official Records, Page 119 under Recorder's Serial Number 2426539](#)

Note: Reference is made to said instrument for full particulars.

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25. Matters as contained or referred to in an instrument,

Entitled : Ordinance No. 2252 - Ordinance of the Council of the City of Palo Alto
Reserving for Park, Playground, Recreation or Conservation Purposes
Certain Lands Pursuant to Article VIII of the Charter of the City of
Palo Alto
Executed By : City of Palo Alto
Recorded : [November 11, 1966 in Book 7243 of Official Records, Page 664](#)

Note: Reference is made to said instrument for full particulars.

26. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement and Agreement
Granted To : Santa Clara County Flood Control and Water District
For : The right to construct, reconstruct, inspect, maintain and repair a
channel and basin, protection works and appurtenant structures
Recorded : [November 28, 1967 in Book 7952 of Official Records, Page 162 under
Recorder's Serial Number 3332305](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

27. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : City of Palo Alto
Lessee : County of Santa Clara
Disclosed by : Abstract of Lease
Dated : April 5, 1967
Recorded : [January 19, 1972 in Book 9672 of Official Records, Page 449 under
Recorder's Serial Number 4177569](#)
Return to Address : County of Santa Clara, Department of Public Works, Room 115, 20
North Hedding Street, San Jose, CA 95110

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

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28. An unrecorded lease upon the terms, covenants, and conditions contained or referred to therein,

Lessor : State of California
Lessee : County of Santa Clara, a political subdivision of the State of California
Disclosed by : State of California State Lands Commission No. 4598.9 Public Resources Code Series
Recorded : [January 19, 1972 in Book 9672 of Official Records, Page 453 under Recorder's Serial Number 4177570](#)
Return to Address : County of Santa Clara, Department of Public Works, Room 115, 20 North Hedding Street, San Jose, CA 95110

NOTE: Modification/amendment of the terms of said lease,

Executed
By and Between : State of California, acting through the State Lands Commission, and the County of Santa Clara
Recorded : [June 1, 2010 in Official Records under Recorder's Serial Number 20727937](#)
Returned to Address : State Lands Commission, Attn: Title Unit, 100 Howe Avenue, Suite 100-South, Sacramento, CA 95825-8202

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

29. Lease upon the terms, covenants, and conditions contained therein,

Lessor : Nystrom Enterprises
Lessee : Victor Aviation Service, Inc., a California corporation
Term : 5 years
Dated : July 16, 1979
Recorded : [July 25, 1979 in Book E667 of Official Records, Page 419 under Recorder's Serial Number 644932](#)
Return to Address : Phillip Seymour DeCaro, a Law Corporation, 20 Ciervos Road, Portola Valley, California 94025

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

NOTE: Said lease contains provisions for renewal.

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30. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : City of Mountain View, a municipal corporation
For : Storm drainage
Recorded : [April 2, 1980 in Book F244 of Official Records, Page 8 under Recorder's Serial Number 6692985](#)
Affects : As described therein

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

31. Agreement for : and Grant of Easement for East Bay Corridor/Santa Clara County Bayfront Bikeway
Executed By : City of Palo Alto, a municipal corporation
and Between : State of California

On the terms, covenants and conditions contained therein,

Dated : May 18, 1981
Recorded : [June 4, 1982 in Book G553 of Official Records, Page 450 under Recorder's Serial Number 7259118](#)

Note: Reference is made to said instrument for full particulars.

32. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the above mentioned Agreement and Grant of Easement

For : Bike and Recreational Uses
Affects : As described therein

33. Oil and Gas Lease for and upon the terms, covenants and conditions contained or referred to therein,

Dated : July 10, 1981
Lessor : City of Palo Alto
Lessee : Getty Synthetic Fuels, Inc.
Recorded : [March 15, 1982 in Book G651 of Official Records, Page 442 under Recorder's Serial Number 7301349](#)
Returned to Address : 2750 Signal Parkway, Post Office Box 1900, Long Beach, CA 90801

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NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

NOTE: Said lease contains provisions for renewal.

34. Lease upon the terms, covenants, and conditions contained therein,

Lessor : County of Santa Clara
Lessee : F. & M. Aviation Center
Term : 30 years
Recorded : February 19, 1986 in Book J607 of Official Records, Page 1311 under Recorder's Serial Number 8694095

NOTE: The present ownership of said leasehold or leaseholds and other matters affecting the interest of the lessee or lessees are not shown herein.

35. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : County of Santa Clara, a political subdivision
For : Right to fly aircraft into, within and out of the air space above and right to mark and light, cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures or other improvements and trees
Recorded : [November 22, 1996 in Official Records of San Mateo County under Recorder's Serial Number 96-145665](#)
Affects : As described therein

36. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Grant of Easement
Granted To : Santa Clara Valley Water District, a public entity
For : Constructing, reconstructing, inspecting, maintaining and repairing the matadero Creek overflow flood control channel
Recorded : [March 25, 2004 in Official Records under Recorder's Serial Number 17681439](#)
Affects : As described and delineated therein

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37. Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Entitled : Notice of Conditions, Covenants and Restrictions
Executed by : City of Palo Alto, a chartered municipal corporation, and San Francisco Bay Conservation and Development commission
Dated : March 19, 2009
Recorded : [June 26, 2009 in Official Records under Recorder's Serial Number 20316463](#)

NOTE: "If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

38. Matters as contained or referred to in an instrument,

Entitled : Agreement and Declaration of Covenants and Restrictions for Historic Preservation and Certification of Development Rights
Executed By : Environmental Volunteers, a California non-profit corporation, and City of Palo Alto, a California chartered city municipal corporation
Dated : August 31, 2010
Recorded : [December 22, 2010 in Official Records under Recorder's Serial Number 21020437](#)
Returned to
Address : 250 Hamilton Avenue, Palo Alto, CA 94301

Note: Reference is made to said instrument for full particulars.

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39. Matters as contained or referred to in an instrument,

Entitled : City of Palo Alto Encroachment Permit
Executed By : City of Palo Alto, California, a chartered municipal corporation, and
Santa Clara Valley Transportation Authority
Dated : March 24, 2011
Recorded : [May 4, 2011 in Official Records under Recorder's Serial Number
21166450](#)
Returned to
Address : 250 Hamilton Avenue, Post Office Box 10250, Palo Alto, CA 94301

Note: Reference is made to said instrument for full particulars.

40. The requirement that this Company be provided with an opportunity to inspect the land (the Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection).

41. Rights and claims of parties in possession.

42. Any unrecorded and subsisting leases.

43. The requirement that the Company be provided with a copy of the "rent roll" and "tenant estoppel certificates" for its review.

The Company may have different and/or additional requirements after its review.

44. The requirement that satisfactory evidence be furnished to this Company of compliance with applicable statutes, ordinances and charters governing the ownership and disposition of the herein described land.

----- Informational Notes -----

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1.

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- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a commercial building known as 1901, 1903 and 1925 Embarcadero Road, Palo Alto, CA 94301.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

- C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled	:	Indenture
By/From	:	Peter Farber and Laura E. Faber, his wife
To	:	City of Palo Alto, a municipal corporation
Dated	:	July 19, 1926
Recorded	:	August 12, 1926 in Book 246 of Official Records of San Mateo County, Page 168

Indenture executed by Gustav Laumeister and Mabel S. Laumeister to City of Palo Alto, a municipal corporation recorded [September 15, 1930 in Book 500 of Official Records of San Mateo County, Page 89](#).

Indenture executed by Alfred Seale and Mabel S. Laumeister to City of Palo Alto recorded [January 14, 1921 in Book 531 of Official Records, Page 144](#).

Indenture executed by Gustav Laumeister and Mabel S. Laumeister to City of Palo Alto recorded [January 14, 1921 in Book 532 of Official Records, Page 59](#).

Grant Deed executed by Grae Ross Seale to City of Palo Alto recorded [July 11, 1933 in Book 658 of Official Records, Page 23](#).

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Indenture executed by The Morgan Oyster Company, a corporation to City of Palo Alto recorded [October 18, 1934 in Book 704 of Official Records, Page 445](#).

Grant Deed executed by Margaret Nicolay, a widow, and Gertrude Nicolay, a single woman to City of Palo Alto, a municipal corporation recorded August 17, 1939 in Book 856 of Official Records, Page 203.

Deed executed by Leslie Salt Co., a Delaware corporation to City of Palo Alto, a municipal corporation recorded [March 8, 1951 in Book 1951 of Official Records, Page 216](#).

Quitclaim Deed executed by Palo Alto Yacht Club, a non-profit corporation to City of Palo Alto, a municipal corporation recorded January 2, 1963 in Book 5847 of Official Records, Page 511 under Recorder's Serial Number 2320050.

O.N.
KW/dmu

If you anticipate having funds wired to Old Republic Title Company, our wiring information is as follows: Union Bank of California, 1980 Saturn, Monterey Park CA 91755, credit to the account of: Old Republic Title Company Account Number 9100096193, ABA Number 122000496.

When instructing the financial institution to wire funds, it is very important that you reference Old Republic Title's Escrow Number 1117011970.

Note: Automated Clearing House (ACH) transfers are not accepted in lieu of wired funds, except when received from a governmental agency.

Funds deposited directly into an account of Old Republic Title Company at a Union Bank of California branch are subject to verification and may cause a delay in closing.

Should you have any questions in this regard, please contact your Escrow or Title Officer immediately.

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.-

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;.
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments Which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims Which are not shown by the public records but which could be ascertained by an inspection of the land which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

OLD REPUBLIC TITLE COMPANY

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of OLD REPUBLIC TITLE COMPANY

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Disclosure to Consumer of Available Discounts

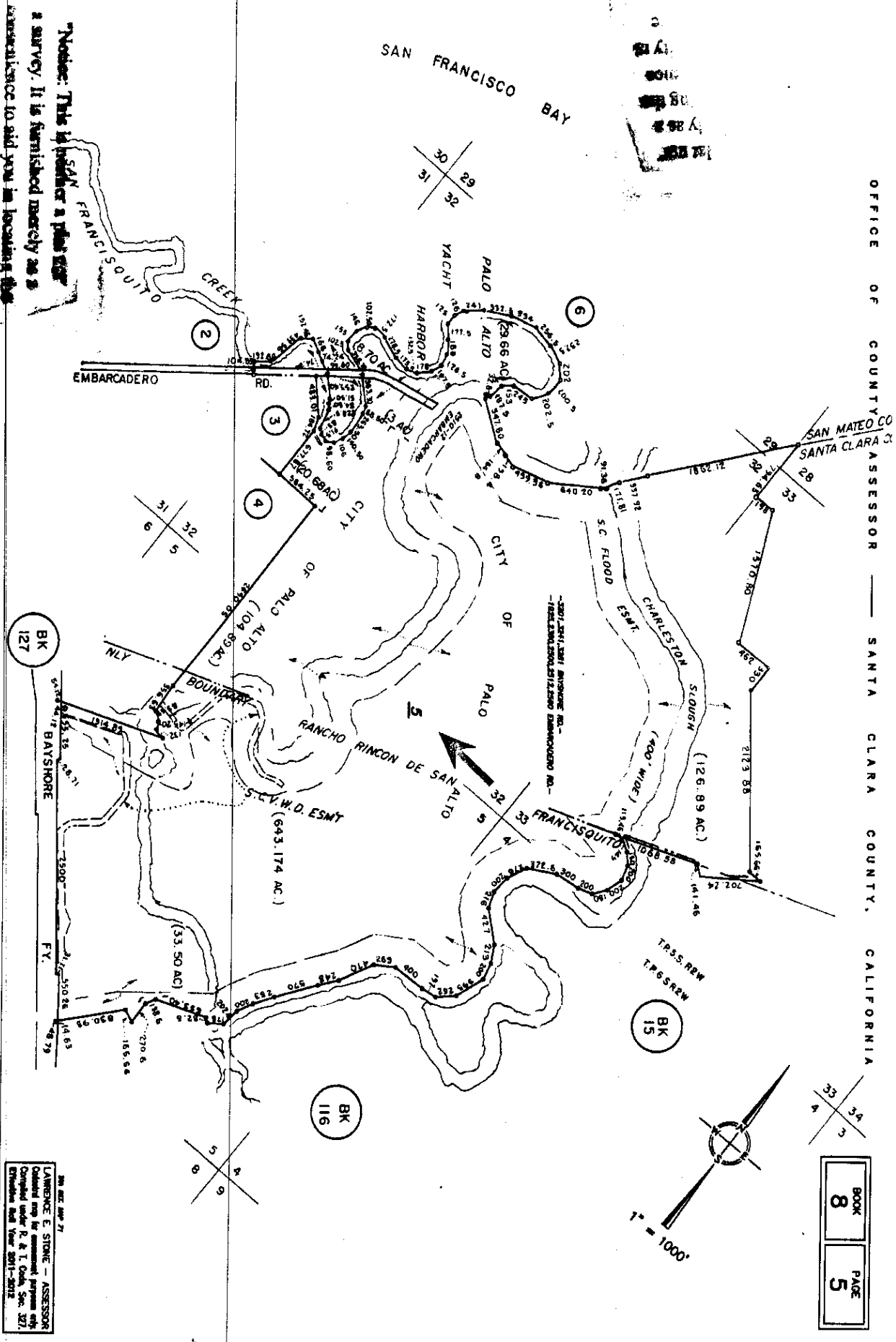
Section 2355.3 in Title 10 of the California Code of Regulation necessitates that Old Republic Title Company provide a disclosure of each discount available under the rates that it, or its underwriter Old Republic National Title Insurance Company, have filed with the California Department of Insurance that are applicable to transactions involving property improved with a one to four family residential dwelling.

You may be entitled to a discount under Old Republic Title Company's escrow charges if you are an employee or retired employee of Old Republic Title Company including its subsidiary or affiliated companies or you are a member in the California Public Employees Retirement System "CalPERS" or the California State Teachers Retirement System "CalSTRS" and you are selling or purchasing your principal residence.

If you are an employee or retired employee of Old Republic National Title Insurance Company, or it's subsidiary or affiliated companies, you may be entitled to a discounted title policy premium.

Please ask your escrow or title officer for the terms and conditions that apply to these discounts.

A complete copy of the Schedule of Escrow Fees and Service Fees for Old Republic Title Company and the Schedule of Fees and Charges for Old Republic National Title Insurance Company are available for your inspection at any Old Republic Title Company office.



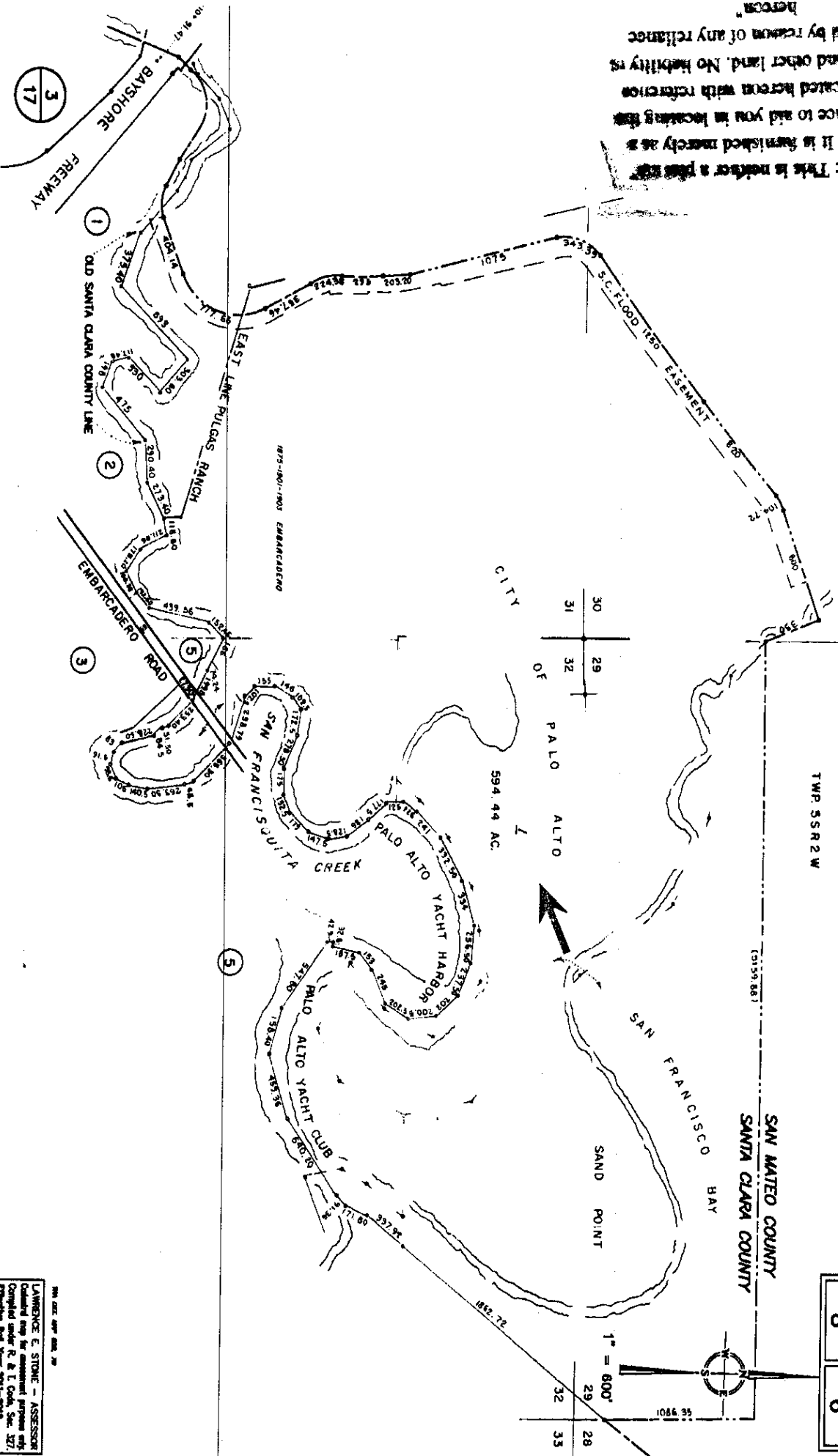
"Notice: This is neither a plan nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of any reliance hereon."

TWP. 55R2W

SAN MATEO COUNTY
SANTA CLARA COUNTY

BOOK
8
PAGE
6

"Notice: This is neither a plan nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of any reliance hereon."



LAWRENCE E. STONE - ASSESSOR
Compiled map for assessment purposes only.
Compiled under R. & L. Code, Sec. 227.
Effective April Year 2011-2012

Exhibit B:

Complete Copy of the Grant Contract

State of California - Natural Resources Agency
Department of Parks and Recreation
GRANT CONTRACT
2002 Resources Bond Act
Outdoor Environmental Education Facilities

GRANTEE City of Palo Alto

PROJECT PERFORMANCE PERIOD is from July 01, 2017 through June 30, 2025

CONTRACT PERFORMANCE PERIOD is from July 01, 2017 through June 30, 2047

PROJECT TITLE LUCY EVANS BAYLANDS NATURE CENTER

PROJECT NUMBER OE-43-001

The GRANTEE agrees to the terms and conditions of this contract, hereinafter referred to as AGREEMENT, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below according to the terms of this Agreement. The GRANTEE agrees to complete the GRANT SCOPE as defined in the GRANT SCOPE/Cost Estimate Form of the APPLICATION filed with the State of California referenced by the application number indicated above.

Total State Grant amount not to exceed \$162,000.00

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of Palo Alto

Grantee

By Kristen O'Kane

Typed or printed name of Authorized Representative

By Kristen O'Kane

Signature of Authorized Representative

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By Richard Rendon

Title Community Services Director

Date 7/18/2018

Date 19 July 2018

CERTIFICATION OF FUNDING

CONTRACT NO C0232055	AMENDMENT NO	CALSTARS VENDOR NO. 400000008100		PROJECT NO. OE-43-001	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$162,000.00		FUND. Clean Water, Cln Air, Cstl Protc Fd, CA			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6029	CHAPTER 14/17	STATUTE 17	FISCAL YEAR 2017/18
TOTAL AMOUNT ENCUMBERED TO DATE \$162,000.00		INDEX 1091	OBJ. EXPEND 702	ACTIVITY CODE 66068	PROJECT / WORK PHASE
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
B.R.. NO.	ACCOUNTING OFFICER'S SIGNATURE <u>C. Rendon</u>			DATE. 10/19/18	

I. RECITALS

1. This AGREEMENT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," or "STATE") and City of Palo Alto (hereinafter referred to as "GRANTEE").
2. The California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 authorizes STATE to award grants to eligible entities for the purpose of Sections 5096.600 through 5096.683 43 of the Public Resources Code.
3. Pursuant to the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002, STATE is authorized to oversee and manage grants to eligible entities for the purposes stated within its provisions. Funding for this grant program was made available through the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002.
4. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT MONIES") not to exceed One Hundred Sixty Two Thousand Dollars (\$162,000), subject to the terms and conditions of this AGREEMENT, the GUIDES, any legislation applicable to the ACT, and the APPLICATION.
5. In consideration thereof GRANTEE agrees to abide by the terms and conditions of this AGREEMENT as well as the provisions of the ACT. GRANTEE acknowledges that the GRANT MONIES are not a gift or a donation.
6. In addition to the terms and conditions of this AGREEMENT, the parties agree that the terms and conditions contained in the documents set forth below are hereby incorporated into and made part of this AGREEMENT.
 - a. The GRANT ADMINISTRATION GUIDE;
 - b. The APPLICATION GUIDE;
 - c. The submitted APPLICATION.

II. GENERAL PROVISIONS

A. Definitions

As used in this AGREEMENT, the following words shall have the following meanings:

1. The term "ACT" means the statutory basis for these grant programs.
2. The term "APPLICATION" means the individual project application packet for a grant pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "CONTRACT PERFORMANCE PERIOD" means the period of time described in Section 1 of this AGREEMENT.
4. The term "COMPETITIVE GRANT PROGRAM" means the Outdoor Environmental Education Facilities Grant.
5. The term "DEVELOPMENT" means capital improvements to real property by means of construction of permanent or fixed features of the property.
6. The term "GRANT PERFORMANCE PERIOD" means the period of time described in the contract face sheet during which eligible costs can be charged to the grant and which begins on the date of appropriation and ends on the fund liquidation date.

7. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in the APPLICATION.
8. The term "GUIDES" means the documents identified as the "Application Guide for the Outdoor Environmental Education Facilities Grant Program" and the "Grant Administration Guide for the Outdoor Environmental Education Facilities Program." The GUIDES provide the procedures and policies controlling the administration of the grant.
9. The term "PROPERTY" refers to every parcel of property to which grant funds will be used for the development and/or acquisition thereof
10. The term "PROJECT TERMINATION" refers to the non-completion of a GRANT SCOPE.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the ACT, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this AGREEMENT, in consideration of, and on condition that, the sum be expended only in carrying out the purposes set forth in the GRANT SCOPE, and under the terms and conditions set forth in this AGREEMENT.

The GRANTEE shall assume the obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE.
2. After STATE has approved the APPLICATION, all changes and alterations to the GRANT SCOPE must be first approved in writing by the STATE. GRANTEE'S failure to comply with this provision may be construed as a breach of the terms of the AGREEMENT and result in the termination of the project.

To maintain the integrity of the COMPETITIVE GRANT PROGRAM, the GRANTEE agrees that any project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.
3. The GRANTEE shall complete the GRANT SCOPE in accordance with the time of the GRANT PERFORMANCE PERIOD set forth in the contract face sheet, and under the terms and conditions of this contract.
4. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et. seq., Title 14, California Code of Regulations, Section 15000 et. seq.).
5. The GRANTEE shall at all times comply with all applicable current laws and regulations affecting ACQUISITION and DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et.seq.) and the California Unruh Act (California Civil Code §51 et seq.)
6. If the GRANT SCOPE includes ACQUISITION of real property, the GRANTEE agrees to comply at all times with all applicable State and local laws or ordinances affecting relocation and real property ACQUISITION.

7. GRANTEE agrees that lands acquired with GRANT MONIES shall not be acquired through the use of eminent domain.

C. Project Costs

1. GRANTEE agrees to abide by the GUIDES, as they may be updated by the State from time to time.
2. GRANTEE acknowledges that the STATE may make reasonable changes to its procedures as set forth in the GUIDES. If the STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time of such update.

D. Project Administration

1. If GRANT MONIES are advanced, the advanced funds shall be placed in an interest bearing account until expended. Advanced funds must be spent within six months from the date of receipt, unless the STATE waives this requirement in writing. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If GRANT MONIES are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the GRANT PERFORMANCE PERIOD whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made a request for a project status report. The GRANTEE shall also provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the GRANT PERFORMANCE PERIOD, whichever is earlier. The GRANT PERFORMANCE PERIOD is identified in the contract face sheet.
3. The STATE shall have the right to inspect all property or facilities acquired and/or developed pursuant to this contract and the GRANTEE shall make said property available for inspection upon 24 hours' notice from the STATE
4. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment to Grantee may not be made until the work described in the GRANT SCOPE is complete.
5. Any grant funds that have not been expended by the GRANTEE under the terms of this contract shall revert to the STATE.

E. Project Termination

1. In the event of non-completion of a GRANT SCOPE, the STATE may request the return of any grant funds advanced or reimbursed to the Grantee. Any grant funds that have not been expended by the GRANTEE shall revert or be returned to the STATE.
2. Unless the provisions of this AGREEMENT provide otherwise, after encumbrance, this contract may be rescinded, modified or amended only by mutual written agreement between the GRANTEE and the STATE, unless the provisions of this AGREEMENT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with any of the terms of this AGREEMENT as well as any other grant contracts, specified or general, that GRANTEE has entered into with

STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this AGREEMENT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE shall mitigate its losses to the best of its ability.

4. Because the benefit to be derived by the STATE, from the full compliance by the GRANTEE with the terms of this contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities, opportunities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent, the amount of money furnished by the STATE by way of GRANT MONIES under the provisions of this contract, the GRANTEE agrees that payment by the GRANTEE to the STATE of an amount equal to the amount of the GRANT MONIES disbursed under this AGREEMENT by the STATE would be inadequate compensation to the STATE for any breach by the GRANTEE of this AGREEMENT. The GRANTEE further agrees therefore, that in addition to compensatory damages, the appropriate remedy in the event of a breach of this AGREEMENT by the GRANTEE shall be the specific performance of this contract, unless otherwise agreed to by the STATE.

F. Budget Contingency Clause

For purposes of this program, if funding for any fiscal year is reduced or deleted by the State Budget Act, executive order, the legislature, or by any other provision of statute, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a contract amendment to GRANTEE to reflect a reduced grant amount. This Paragraph shall not require the mutual agreement of the parties.

G. Indemnity

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this contract except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. To the fullest extent of the law, the GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability costs arising out of the DEVELOPMENT, construction, operation or maintenance of the property described as the project or GRANT SCOPE which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et. seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the STATE shall bear its own litigation costs, expenses, and attorney's fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses and liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents and records for the project and GRANT SCOPE and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project and GRANT SCOPE termination or final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project and GRANT SCOPE in connection with such assistance that is given or used, (c) the amount and nature of that portion of the GRANT SCOPE and project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during GRANTEE'S regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for 5 years following final payment.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees to operate and maintain any property developed with the GRANT MONIES for the duration of the CONTRACT PERFORMANCE PERIOD.
2. The GRANTEE agrees that during the CONTRACT PERFORMANCE PERIOD, any income earned by the GRANTEE from a STATE approved non-recreational use of the project shall be used for recreational purposes at the project, or, if approved by the STATE, for recreational purposes within the GRANTEE's jurisdiction.
3. All facilities shall have operating hours consistent with the times proposed in the APPLICATION and be open to members of the public in accordance with the project selection criteria in the APPLICATION, unless otherwise granted permission by the State and except as noted under the special provisions of this AGREEMENT or under provisions of the enabling legislation and/or grant program.

4. The GRANTEE agrees that for the duration of the CONTRACT PERFORMANCE PERIOD, any property developed with GRANT MONIES under this AGREEMENT shall be used only for the purposes of the grant and consistent with the GRANT SCOPE referenced in the APPLICATION unless prior written approval is given by the State.
5. The GRANTEE agrees to use any property developed with GRANT MONIES under this AGREEMENT only for the purposes of the grant and no other use, sale, or other disposition shall be permitted except as authorized by a specific act of the legislature in which event the property shall be replaced by the grantee with property of equivalent value and usefulness as determined by STATE.
6. The property developed may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this AGREEMENT and with written approval of the STATE.
7. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the State of California, acting through the DPR, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make DPR a guarantor or a surety for any debt or mitigation, nor does it waive DPR's rights to enforce performance under the Grant Contract.
8. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint or other notice of the initiation of such proceedings.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, or marital status in the use of a specific facility included in the GRANT SCOPE.
2. The GRANTEE shall not discriminate against any person on the basis of residence, and shall not apply differences in admission or other fees on the basis of residence. Fees shall be reasonable and not unduly prevent use by economically disadvantaged members of the public.

K. Severability

If any provision of this AGREEMENT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the AGREEMENT which can be given effect without the invalid provision or application, and to this end the provisions of this contract are severable.

L. Liability

STATE assumes no responsibility for assuring the safety of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this AGREEMENT to review, inspect and approve the GRANT SCOPE and any final plans of implementation

shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this AGREEMENT shall not be assignable by the GRANTEE either in whole or in part. Any attempts by Grantee to make such an assignment are void.

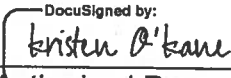
N. Section Headings

The headings and captions of the various sections of this AGREEMENT have been inserted only for the purpose of convenience and are not a part of this AGREEMENT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this AGREEMENT.

O. Waiver

Any failure by a party to enforce its rights under this AGREEMENT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this AGREEMENT shall *not* be construed as a waiver of any subsequent breach.

City of Palo Alto
Grantee

By: 
Signature of Authorized Representative (Position Authorized in the Resolution)

Title: Community Services Director

Date: 7/18/2018

Certificate Of Completion

Envelope Id: DF5848DF8277401E9F5806F8C73C1B07	Status: Completed
Subject: Please DocuSign: OGALS Printer_20180628_110406.pdf	
Source Envelope:	
Document Pages: 9	Signatures: 2
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	John Aikin
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto, CA 94301
	John.Aikin@CityofPaloAlto.org
	IP Address: 12.220.157.20

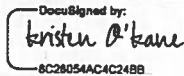
Record Tracking

Status: Original	Holder: John Aikin	Location: DocuSign
7/18/2018 2:47:58 PM	John.Aikin@CityofPaloAlto.org	

Signer Events

Kristen O'Kane
 Kristen.O'Kane@CityofPaloAlto.org
 Assistant Director
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 8C28054AC4C24BB

Using IP Address: 12.220.157.20

Timestamp

Sent: 7/18/2018 2:56:37 PM
 Viewed: 7/18/2018 3:11:47 PM
 Signed: 7/18/2018 3:12:02 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	7/18/2018 2:56:38 PM
Certified Delivered	Security Checked	7/18/2018 3:11:47 PM
Signing Complete	Security Checked	7/18/2018 3:12:02 PM
Completed	Security Checked	7/18/2018 3:12:02 PM

Payment Events

Status

Timestamps

Criterion 1. Need for Outdoor Environmental Education

1A. What are the outdoor education needs that this project will address?

This project proposes to interpret the marshlands of the Palo Alto Baylands Nature Preserve (Baylands) through the installation of interpretive panels and interactive exhibits along two ½ miles of multi-use trails of the Baylands, and on the adjoining ¼ mile long boardwalk of the Lucy Evans Baylands Nature Interpretive Center (LENC), an interpretive public facility built in 1969 to interpret the Baylands. This open space preserve, with beautiful vistas and teeming with marsh life, is unique because it is the largest undisturbed tract of salt marsh in the San Francisco Bay Area. The educational goals of the *Bridging Communities By Caring for a Salt Marsh Project* (referred to as “Bridging Communities Project” hereafter), are to help visitors develop an appreciation for and an understanding of the Baylands ecosystem, and to inspire them to take action to conserve the Baylands.

Research shows¹ that people need to be emotionally and intellectually connected to a natural resource before they are compelled to take actions to protect that resource. Getting people to care about a natural resource like a salt marsh, however, can be challenging because such a resource does not instantly resonate with people in the same way as an iconic resource such as Yosemite. Thus, there is a need to develop creative education strategies to connect people emotionally and intellectually to underappreciated resources like a salt marsh. The existing nature centers in the Baylands (the LENC and the Cooley Landing Educational Center) partially address our educational goals by serving a specific type of visitor to the Baylands—those whose primary goal is to educate themselves about the salt marsh. What’s needed to supplement these centers is a way to educate people who may not

¹ Ardoin, N. M. (2006). Toward an Interdisciplinary Understanding of Place: Lessons for Environmental Education. *Canadian Journal of Environmental Education* 11: 112–126.

choose on their own volition to visit these nature centers. Some visitors literally need to be situated in the salt marsh and be prompted to use all their senses to develop an appreciation for salt marsh habitats. By building outdoor interpretive experiences in the Baylands to complement the indoor interpretation of the Baylands, we provide multiple points of entry for the very broad range of visitors that visit the Baylands for educational or outdoor recreational reasons. To address the educational goals of the Bridging Communities Project, our educational strategy focuses on helping visitors to:

1) Make emotional and intellectual connections about the natural history and management of the Baylands through multi-sensory exhibits: Given the broad range of visitors that make 600,000 to 700,000 annual visits to the Baylands, we recognize the need for an interpretive strategy that can communicate key messages to nearly anyone. We will do this by developing multi-sensory interpretive exhibits to help visitors understand what they are seeing, smelling, hearing, and touching, as they experience the Baylands. We will rely on modern 2-D and 3-D designs, for example, using colorful illustrations or presenting three common salt marsh plants in bas relief, to make information on the panels engaging and accessible to diverse user groups.

2) Support ongoing efforts to protect the Baylands through exhibits and educational programs: By engaging visitors emotionally and intellectually, the Bridging Communities Project seeks to persuade individuals to support the conservation efforts of local agencies, such as Save the Bay, and to take personal actions to reduce their ecological footprint. These exhibits will also be used as tools by Baylands educational staff from LENC and the Cooley Center during field trips and programs for schools and families. In addition to helping schools meet State Content Standards for science, these programs will help visitors make

connections between the messages on these outdoor interpretive exhibits to ways that visitors can support conservation efforts of the Baylands. The signage will identify conservation efforts that people can engage in, such as not littering, reducing pollutants, and participating in native plant restoration projects.

1B. Why is this project needed at this project site?

With its abundant wildlife, stunning views of the Bay Area, and 15 miles of multi-use trails, the Baylands is popular with hikers, runners, bicyclists, commuters, birders, and school groups. Many consider the Baylands as one of the best bird watching areas on the west coast with 31 bird species making the Baylands their year-round home. The Baylands complex includes a small airport, yacht harbor, golf course, duck pond and picnic area, athletic center, sailing center, and the LENC and the Cooley Center nature centers. Given that just a small fraction of California's salt marshes still remain, it is an excellent example of how sensitive marshlands can be smartly managed within an array of human developments.

The Baylands is an important site for an outdoor education project for the following reasons:

Geographic location: Situated between Palo Alto and East Palo Alto, the Baylands offers easy access for thousands of urban residents who are seeking a tranquil spot in nature. This is especially true for residents and workers on the eastern edge of San Francisco Peninsula for whom access to outdoor recreational sites is not easy.

Proximity to large numbers of diverse target audiences: This project will serve residents in Silicon Valley and, in particular, the community of adjacent East Palo Alto (EPA). EPA is comprised of predominantly low-income families. In the 2010 census, the median income for a family was \$42,342. Over 90% of EPA's residents are Latino, African-American, and/or Pacific Islander, and many are new immigrants to the country. The educational strategy of

this project addresses the needs of this underserved urban community and engages them in a meaningful way with this beautiful backyard natural resource.

Fulfills broader community goals: With the completion of the new Cooley Center in 2016, and the ongoing rehabilitation of LENC and its adjacent ¼ mile boardwalk that extends into the salt marsh, our proposal to interpret the trails between the two centers will enhance the impact of the two centers, thus realizing the City of Palo Alto's 2017 Natural Open Space & Recreation Master Plan to enhance the educational experience for Baylands visitors.

Criterion 2. How the project will facilitate a wide variety of learning opportunities.

2A. Communicate the significance and value of the outdoor environmental resource(s).

Salt marshes are an often overlooked natural resource. A wide range of fish, invertebrates, and mammals, and birds including the endangered Ridgway's rail, spend significant portions of their life cycle in salt marshes. Salt marsh habitat is rare in California as this type of environment requires a unique ecology, specifically coastal areas where fresh and salt water mix. The vast majority of California's population lives on the State's coastlines, which places enormous environmental pressures on sensitive coastal habitats. This is especially true with salt marshes in urban areas like the Baylands. By situating our interpretive exhibits literally in front of visitors as they pass through the areas of the salt marsh that we are interpreting, we have a better chance of helping people understand the significance of this natural resource. Our interpretive strategy will focus attention on what visitors can easily observe in the salt marsh such as the changing tide or bird tracks in the wet mud, then redirect attention to what is less obvious such as foraging bat rays or bivalves that one can hear or smell but not see at low or high tides.

2B. Present the resource(s) within the context of their local, as well as larger, ecosystems.

Salt marshes support plants and animals that comprise a complex food web for marine and terrestrial life. For example, juvenile fish that begin life in salt marshes are preyed upon by other fish and birds. The salt marsh provides not only habitat to many resident species, but serves as a critical stop-over point for many birds as they migrate through the Bay Area. Salt marshes also provide valuable ecological services. They filter pollutants from coastal waters and buffer adjacent lands from wind and waves. During storm surges, salt marshes slow and disperse water that would otherwise flood communities along the estuarine coast.

2C. Actively engage the visitor's senses: auditory, visual, tactile and kinesthetic.

Our strategy focuses visitor attention on what they see, hear, feel, and smell all around them. The project's signs will be in English and Spanish with tactile experiences for people who are visually impaired (e.g., touchable raised relief maps of the surrounding area, with Braille). Hands-on exhibits will provide interactive experiences, such as a spinning sediment wheel developed by the Exploratorium to show how tides and currents alter sediment levels in the water column. Signage will prompt visitors to listen to sounds and smells of the marsh.

2D. Illustrate challenges to the resources and corresponding solutions

Over half the original salt marshes in the United States have vanished due to human development. Signage will indicate how direct destruction of California salt marshes has been eliminated by law, but threats to marshes are ever-more present due to high population concentrations in state coastal regions. Salt marsh visitors and guided program participants will come to understand how environmental pollutants from non-point sources and introduced species can negatively impact native species. More positive messages will indicate how bridges, electrical transmission towers, and waste-water outflows exist in the salt marsh with relatively few impacts on biota, and how the citizens and cities work with local agencies to

monitor biological impacts on the marsh. Solutions include minimizing runoff with porous pavement, and installing plant buffer strips and water detention basins to contain runoff.

2E. Reveal solutions that inspire visitors to take action to protect the resource(s).

In addition to helping people understand the ecology of the salt marsh, one of the other key messages of the trail signage will be that every Bay Area resident can take simple steps to protect the marsh by not littering and reducing nonpoint source pollutants. They can use fertilizer and lawn care products sparingly. Litter can enter storm drains that lead to the Baylands and harm wildlife in the bay. Cleaning up after pets, especially in the Baylands complex, is especially important as pet waste enters the marsh waters and pollutes. By driving less, residents can reduce air pollutants that end up in coastal waters. The exhibits will also be used by outdoor educators for school and family tours.

Criterion 3. Who will be served: Population Groups and Applicant Experience.

3A. Describe how this project will serve the needs of multiple population groups

This project serves Silicon Valley, which includes San Mateo and Santa Clara counties, as well as southern portions of the East Bay in Alameda County. Four million people live here, and the median annual income per household is \$102,000. Many of the 600,000 – 700,000 annual visits to the Baylands are made by adult caucasians of substantial economic means. Many adult audiences use the trails for hiking, running, cycling, or walking on lunch breaks or after work. Given their use of the trails for recreational purposes, the interpretive strategy requires improvement upon outdated types of interpretive signage seen in other parks, which is often pedantic and or does not reference phenomena in front of the viewer's eye. The multi-sensory exhibits will hook the attention of visitors through modern, human-centered design and will focus on what can be immediately experienced.

The Baylands are adjacent to East Palo Alto (EPA), home to 28,000 residents. Ninety percent of EPA is non-white, with 65% being Latino, and 15% being African-American or Pacific Islander. Many are immigrants. The median household income is ~\$48,000. Eighty-seven percent of EPA public school students receive free or reduced lunches, a number that is significantly higher than the state average of 58.5%. Sixty-seven percent of EPA students are English Language Learners, and this is higher than the state average of 21.6%.

Through the Bridging Communities Project, the City of Palo Alto seeks to engage these underserved audiences. The Cooley Center hosted a 2016 Earth Day celebration at the Baylands and attracted 1,000 people, including many from underserved populations, by providing science activities, music, and art, as well as bilingual tours along the Baylands trails. The Baylands educators will host more such events to attract diverse family audiences from EPA and will rely on the proposed interpretive exhibits as educational tools during weekend family tours. Elementary school children are another key audience for educators who use Baylands trails for the 3,000 students that visit annually. Teachers will use the highly tactile aspects of the proposed outdoor exhibits, the colorful illustrations and artworks, as well as interactive exhibits (e.g., sediment mixer), as tools to enhance discussions with children. Furthermore, the trail-side exhibits will provide a way for children to share what they learned on their school tours when they return to the Baylands as free-choice visitors. Working with elementary schools is an effective strategy to engage East Palo Alto residents because of the many young families that live there. Seniors are also an important audience as Palo Alto senior care facilities bus their senior residents to the Baylands. Photography and birdwatching clubs that use the Baylands largely cater to local seniors as do weekday lifelong

learning classes offered by neighboring city recreational departments to explore local natural habitats. To accommodate seniors, signage will include large print text and images.

3B. Describe any previous strategies for attracting and serving identified populations

Local free-choice adult visitors have been the primary audience of the Baylands. Trails and existing signage have been the primary interpretive strategies to engage these visitors. More recently, EPA and Palo Alto have held events targeting families through activities, art, food, and music events. These events, highlighted by Earth Day and Moonlight Run, have attracted more than 5,000 people between 2013 and 2016. A grant-funded project run by the Palo Alto Art Center and the Palo Alto Junior Museum and Zoo hosted three events that engaged scientists, artists, and families in place-based science exploration and art making. For the past three years, the City of Palo Alto has provided free field trips to every East Palo Alto and East Menlo Park third grader to Cooley Center or the LENC for a 2-hour hands-on educational program about salt marsh ecology. With the help of the Zoo's Friends organization, an additional \$50,000 is spent annually by the Museum to provide free science programming in EPA schools.

Criterion 4. Getting There and Project Availability

4A. Describe all transportation methods that are available to access the project site.

The trail is located within one mile of half the population of East Palo Alto, and within three miles of most residents in EPA. The site can be accessed by bike for all residents of EPA and Palo Alto. Most visitors access the Baylands via Highway 101, and there is ample parking at five Baylands parking lots. Free shuttles to the Baylands are provided by the City of Palo Alto and Stanford, and the area is serviced by Santa Clara Valley Transit district buses as well as SamTrans public buses throughout the San Francisco Peninsula. All public buses require riders to walk a short distance from the bus stop to the Baylands trails.

4B. Hours of public operation: The Baylands Preserve is open from 8 AM to 7:30 PM in summer and from 8 AM to sunset during winter hours. Consequently, the Baylands Interpretation Project will be publicly accessible ~84 hours a week throughout the year.

Criterion 5: Organizational Capacity

5A. Capital outlay projects not administered by OGALS completed by the applicant

The City of Palo Alto project team for this project has not managed any project by OGALS, but has managed many other similar projects, including the following:

Baylands Nature Center Improvement Project, a capital improvement project by City of Palo Alto: The scope of this project focused on the design and rehabilitation of the Lucy Evans Nature Center. The work entailed replacing the building's siding, deck, and railing; renovating restrooms to meet ADA standards; and updating the electrical and lighting systems. The total cost was \$582,485 and funds were provided by City of Palo Alto. The two-year project, completed in 2016, was finished on time and on budget. The project had to conform to avoid disturbing sensitive habitat and had to be carried out on a tight construction schedule.

Bobcat Ridge exhibit at the City of Palo Alto Junior Museum and Zoo: This project entailed design and construction of a 1,000 square foot live bobcat exhibit and care facility. The total cost was \$609,000, with \$500,000 from private sources, and \$109,000 from the City of Palo Alto. This two-year project was completed in 2010, on time and within the planned budget.

5B. Provide specific examples demonstrating experience and accomplishments with incorporating learning and discovery opportunities in a project.

The Bobcat Ridge exhibit described above entailed developing interactive exhibits and signage that targeted children. This project included many elements that are proposed as part of the Community Bridges Project, including tactile and interactive experiences to engage children. Exhibit evaluation was used to meet proposed learning objectives.

Criterion 6: Long Term Programming, Operation and Maintenance

6A. Describe applicant experience in operating this type of project.

The Community Bridges Project will be managed by administrators, educators, exhibit developers, maintenance, and security personnel staff associated with the Cooley Center and LENC. Education tours that use the proposed exhibits will require cooperation between educators, administrators, and exhibit developers. The City of Palo Alto maintains trails with interpretive signage, including those associated with this project. On average, the maintenance staff spend three hours per year per sign, keeping them clean, removing graffiti, and taking care of repairs.

6B, C, D. What funding sources will be used to maintain the project for the 20 or 30 year term? Additional partners who will contribute to long-term stability of project? Positions responsible for programming, operation, and maintenance?

The City of Palo Alto allocates \$200,000 annually to operate the school and family programs that will utilize the proposed trail signage. Much of this allocation is used to support educator salaries. Palo Alto supports the salaries of rangers and maintenance staff charged with safety and maintenance of the city's open spaces, including the Baylands. The Friends of Palo Alto Parks actively fundraises for this project. The following City of Palo Alto staff would share responsibility for this project's programs, operations, and maintenance: 1)

Education Director, Arts and Science Division, Programming role, 5% of time devoted to this project; 2) **Senior Educator, LENC**, Programming role; 20% of time to this project; 3) **Instructors, LENC**, Programming role, 50% of time to this project and Operations role at 5% of time to this project; 4) **Sr. Manager, Arts and Science Division**, Operations role, 5% of time to this project; and 5) Open Space Ranger, Maintenance role, 5% of time to this project.



Outdoor Environmental Education Facilities Grant Scope/Cost Estimate Form

GRANT SCOPE (Describe the PROJECT in 50 words or less): The project engages disparate communities in caring for the Baylands with interpretive panels and interactive exhibits along two miles of trails, including a ¼ mile-long boardwalk. Several communities of Silicon Valley are responsible for the marsh including East Palo Alto, 90% of whom are Latino, African-American, or recent immigrants.

Grant Scope Items (fold all construction and contingency costs into the associated element to be installed or renovated - a line item for contingency is not allowed) - ☒ all that apply:

<u>Install</u> <u>New</u>	<u>Renovate</u> <u>Existing</u>		Estimated Cost
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Freestanding structures with interpretive signage	\$ see line items
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Outdoor interactive exhibit(s) – Quantity 8-10	\$63,000
<input type="checkbox"/>	<input type="checkbox"/>	Native habitat plantings in an OUTDOOR EDUCATION facility	\$0
<input type="checkbox"/>	<input type="checkbox"/>	Amphitheater, outdoor classroom, deck, plaza, dock or other gathering place used for OUTDOOR EDUCATION	\$0
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interpretive displays on existing trail(s)	\$ included above
<input type="checkbox"/>	<input type="checkbox"/>	Group camping facility	\$0
<input type="checkbox"/>	<input type="checkbox"/>	Nature trail	\$0
<input type="checkbox"/>	<input type="checkbox"/>	Signage Pedestals and Installation – Quantity 37	\$44,400
<input type="checkbox"/>	<input type="checkbox"/>	Signage Production – Quantity 37	\$22,200
<input type="checkbox"/>	<input type="checkbox"/>	Tactile elements / Braille signs	\$32,400

MATCH: For applications proposing to use grant funds for NON-CONSTRUCTION COSTS, indicate estimated costs (cannot exceed 25% of Grant Amount). If claiming the points for match, leave this blank. See page 22 for more information.

Estimated Cost:
\$54,000

Total Grant Amount Requested: \$216,000

The APPLICANT understands that all of the items listed on this form must be completed and open to the public before the final grant payment will be made.

Harriet O Kane
AUTHORIZED REPRESENTATIVE Signature

12/7/17
Date