

RECORDING REQUESTED BY:

County of Santa Clara

WHEN RECORDED, RETURN TO:

Santa Clara County Planning Office
7th Floor, East Wing
70 West Hedding Street
San Jose, CA 95110
(408) 299-5770

TO BE RECORDED WITHOUT FEE AS PER
GOVERNMENT CODE 6103

CONFORMED COPY: This document has
not been compared with the original.
SANTA CLARA COUNTY CLERK-RECORDER

Doc#: 20900130
10/05/2010 8:03 AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OPEN SPACE & CONSERVATION EASEMENT AGREEMENT

The parties agree as follows:

- Parties: Grantor: Leavesley Road Partners, A California Limited Liability Company ("Grantor")
Grantee: THE COUNTY OF SANTA CLARA, a political subdivision of the State of California ("Grantee" or "County")
- Subject Property: The "Subject Property" consists of that certain real property in the unincorporated area of the County of Santa Clara, State of California, consisting of approximately 99.41 acres whose legal Description is fully set forth in Exhibit A which is attached hereto and incorporated herein.
- Easement Area: The "Easement Area" consists of that portion of the Subject Property containing approximately 90 Acres and shown as "OSE: on Exhibit B which is attached hereto and incorporated herein.
- Agreed: By execution of the Open Space and Conservation Easement Agreement, and for the good and valuable consideration, receipt of which each party hereby acknowledges, the parties hereto mutually acknowledge the matters described in the RECITALS, and agree to all the terms, covenants, and conditions of this Agreement set out below.

RECITALS

- A. **Grantor Owner.** Grantor is the sole owner, in fee title, of the Subject Property.
- B. **Subject Property Subdivision Approval.** The Subject Property is approximately 99.41 acres and is the subject of an application filed with the County (File No. 3515-82-25-06CST) to subdivide the Subject Property as a 4- lot subdivision (the "Subdivision").
- C. **Description of the Subject Property.** The subject property is and has been for many years a working horse and cattle ranch with grazing over the entire ranch. The subject property has many ranch out buildings, fences, corrals, horse trails, fire trails, roads, wells, utilities and utility structures on the property.
- D. **Purpose of Agreement.** It is the intention of the parties, pursuant to a condition of approval for the Subdivision, to protect the open space character and wildlife habitat values of portions of the Subject Property in conjunction with the development of the Subject Property as a cluster subdivision through the grant of an open space and conservation easement to the Grantee.

TERMS AND CONDITIONS

1. **Grant of Open Space and Conservation Easement.** As a condition of approval for the Subdivision, and in consideration of the mutual covenants, terms and conditions contained in this Agreement, Grantor conveys to Grantee an open space and conservation easement, in perpetuity, over the Easement Area, which is depicted as OSE on Exhibit B attached hereto and contains approximately 90 acres, subject to the terms and conditions of this Agreement, to be recorded in the official records of the County prior to recording of the Parcel Map in connection with the subdivision of the Subject Property.

2. **Use and Maintenance of Easement Area.**
 - a. **Restrictions on Development.** The Easement Area shall be maintained in open space and shall not be used, disturbed or developed for any purpose except as otherwise provided in this Agreement. The uses in section 2.20.070(C)(5) of the County Zoning Ordinance, Appendix I of the County of Santa Clara Ordinance Code as it exists now are allowed in the Easement Area so long as all applicable governmental regulatory approvals are obtained and the open space character and quality of the natural environment within the Easement Area are maintained. The uses currently allowed by section 2.20.070(C)(5) of the County Zoning Ordinance, as of the date of this agreement, are as follows:
 - i. Agriculture
 - ii. Agriculture accessory structures, including windmills (not residential accessory structures)
 - iii. Wood Cutting and commercial timber harvest
 - iv. Outdoor recreation, non-commercial, including riding stables, corrals, trails and other similar uses intended for residents of the homes within the cluster subdivision.
 - v. Utilities, wells and water storage and distribution facilities.

 - b. **Construction of Subdivision Improvements.** During the construction of the Subdivision improvements, Grantor may disturb portions of the Easement Area that are not within the Wildlife Habitat Area, including grading and removal of natural vegetation, but only if the disturbance is (i) necessary to construct the Subdivision improvements shown on the plans reviewed and approved by the County; (ii) expressly authorized under the terms of the Subdivision; and (iii) in full compliance with all conditions of approval for the Subdivision and any other permits issued by the County, including conditions relating to protection or restoration of the Easement Area.

 - c. **Wildlife Habitat Area.** Notwithstanding any other provision of this Agreement, the portion of the Easement Area that is described and depicted as a Wildlife Habitat Area on Exhibit C attached hereto shall be maintained in its current undeveloped condition. Grantor shall not alter, disturb, develop or improve the property within the Wildlife Habitat Area in a manner that could adversely impact the property's value as a watershed or riparian habitat. Prohibited activities include, but are not limited to (i) grading, filling, excavating, paving or otherwise covering the Property or erecting any structure, fence or building thereon, although property line fencing that does not impair wildlife passage (e.g., split rail, barbed wire, chain link) is permitted, (ii) altering the vegetation or quality, quantity or flow rate of groundwater or surface water on, under or over the Property in a manner that could adversely impact the Property's watershed or habitat values; and (iii) planting or introducing any vegetation incompatible with the Property's riparian habitat value (e.g., non-native vegetation) or the habitat needs of riparian species. Provided, however, that natural resource conservation activities for which prior written approval is obtained from the County, the California Department of Fish and Game and/or the United States Fish and Wildlife Service are allowed.

 - d. Nothing in this Agreement shall be construed as imposing an obligation on the Grantor to alter or modify the property or the existing uses, structures or facilities thereon in the Easement Area. Existing facilities are depicted on maps entitled "8655 Leavesley Road Existing Roads, Fences, Water and Utilities" and on file with the County Planning Office (File No. 3515-82-25-06CST) and include trails, paths fire breaks and roadways used for accessing the property, fences along property lines and for the control of livestock, water wells for domestic and ranch purposes with associated structures for protection of the wells and water and electric pipes and conduits associated with the wells.

[This is addressed in Section 4, below.]

3. **Maintenance.** Grantor, and its successor(s), shall bear all costs and responsibilities associated with maintenance of the Easement Area.
4. **No Public Access.** The grant of this open space easement by this instrument and the acceptance of the grant by the Grantee, do not authorize, and are not to be construed as authorizing the public or any member of the public to enter, trespass on, or use any or all of the Easement Area.
5. **Easement Appurtenant.** The grant of easement contained herein binds Grantor and all of Grantor's successors and assigns, and constitutes a servitude of the Easement Area that runs with the land.
6. **Enforcement.** Any act, conveyance, contract or authorization by the Grantor that uses, or causes or allows the use of, the Easement Area in a manner contrary to the terms of this Agreement constitutes a breach of the Agreement. The Grantee or its designee may bring an action in any court to enforce the terms of this Agreement. The enforcement remedies in this paragraph are not exclusive, and Grantee may pursue any appropriate legal and equitable remedies, including but not limited to specific performance and injunctive relief. Grantee has sole discretion to determine under what circumstances an enforcement action shall be brought. Grantee's failure to enforce the terms of this Agreement shall not be deemed a waiver a Grantee's rights regarding any subsequent breach.
7. **Right of Entry.** Grantor grants to County and its agents, employees and contractors a Right of Entry to enter the Subject Property at reasonable times to inspect the Easement Area for compliance with the Agreement or to conduct any maintenance or restoration activities that the County, in its sole discretion, chooses to perform. County shall indemnify, defend, and hold harmless Grantor for any claim, liability, loss, injury or damage, arising out of, or in connection with, performance of the Right of Entry by County and/or its agents, employees or contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the Grantor. This Right of Entry does not include the right to enter the land to correct dangerous conditions as defined by California Government Code section 830 *et seq.* County shall notify Grantor at least forty-eight (48) hours prior to entering the Subject Property either by personal service, telephone notice, or by U.S. Mail at the address of the Grantor as listed in the Records of the County Office of the Assessor.
8. **Liability and Indemnification.** The Grantee and its officials, agencies, departments, officers, employees and agents are to be free from all liability or claims for damage to any person or persons, including the Grantor, of any kind, except for matters arising out of the sole negligence of the Grantee while on the Easement Area. Grantor agrees to indemnify, defend and hold harmless Grantee and its officials, agencies, department, officers, employees and agents from all liability, loss, cost and obligations on account of, a rising out of, or in any way rated to the Easement Area, regardless of how it may occur.
9. **Taxes and Assessments.** Grantor agrees to pay or causes to be all real property taxes, assessments and liens levied or assesses against the Easement area. Grantor does not waive any legal right or recourse relating to the assessment or collection of taxes. Grantee makes no representations or assurances as to any method of assessing or calculating property taxes, or the amount thereof, that might result from this Agreement.
10. **Headings.** The titles and headings of the various sections of the Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any of construction on any of the provisions of this Agreement.
11. **Binding Effect.** This Agreement is and shall be binding upon, and inure to the benefit of the successors and assigns of all parties.
12. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties acknowledge that proper venue for any action related to this Agreement is in the Superior Court of California, County of Santa Clara.
13. **Severability.** If any part of this Agreement is determined to be illegal or unenforceable, all other parts shall remain in effect.

14. **Waivers.** Any waiver of any term of provision of this Agreement shall be limited only to the particular instance, and shall not be construed to bar that party's insistence on exact performance in any subsequent instance.
15. **Other Documents.** Each party agrees to execute whatever other documents may be necessary to carry into effect the spirit and intent of this Agreement.
16. **Voluntary Execution.** The parties hereto acknowledge that they, and each of them, have been furnished with copies of, and have read, this Agreement and that this Agreement had been freely and voluntarily entered into by them and they agree to be fully bound by the terms thereof. Further, this Agreement is executed without reliance upon any representation by any person not contain herein.
17. **Status of Parties; Authority to Sign.** Each signatory to this Agreement personally warrants that he/she has full authority to enter into this Agreement on behalf of the entity which he/she represents, if signing in a representative capacity. Grantor warrants that it is the sole owner, in fee title, of the Subject Property and will continue to be the sole owner of the Subject Property until after the Effective Date of the Agreement and the Agreement is recorded in the official records of the County of Santa Clara.
18. **Effective Date.** The effective date of the Agreement shall be the date that the County Board of Supervisors approves the final subdivision map for the Subject Property pursuant to the Subdivision.

Signatures

In witness whereof, the parties agree to the terms and conditions stated above.

COUNTY

Date: 10/4/10



 Jody Hall Esser, Director
 Department of Planning & Development

APPROVED AS TO FORM AND LEGALITY:




 Lizanne Reynolds, Deputy County Counsel

GRANTOR

Date: 6-10-2010

Leavesley Road Partners, LLC.



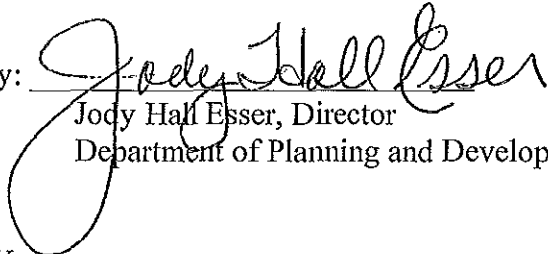
 Name: Tom Yarean
 Title: Partner

Date: _____

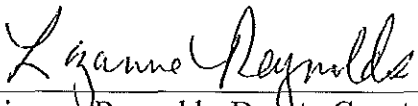
 Name:
 Title:

**Certificate of Acceptance by Grantee
(Government Code Section 27281).**

In accordance with Government Code Sec. 27281, this is to certify that the interest in real property conveyed by Leavesley Road Partners, LLC, in the foregoing Open Space & Conservation Easement Agreement to the County of Santa Clara, a political subdivision of the State of California, is hereby accepted pursuant to authority delegated by resolution of the Board of Supervisors of the County of Santa Clara on April 10, 2007, and the County consents to the recordation thereof by its duly authorized officer.

By: 
Jody Hall Esser, Director
Department of Planning and Development

APPROVED AS TO FORM AND LEGALITY:


Lizanne Reynolds, Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On Oct 4, 2010 before me, Michael Dolan, Notary Public

personally appeared Jody Hall Esser

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 Michael Dolan
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Open Space & Conservation Easement Agreement

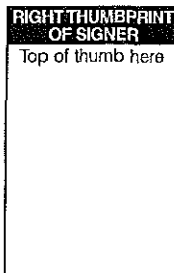
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer }

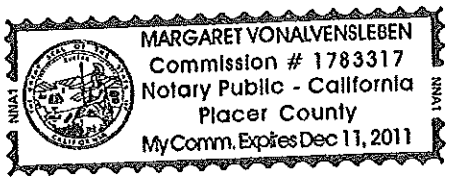
On June 10, 2010 before me, Margaret Von Alvensleben, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Tom Yarak
Name(s) of Signer(s)

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 Margaret Von Alvensleben
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Open Space + Conservation Easement Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

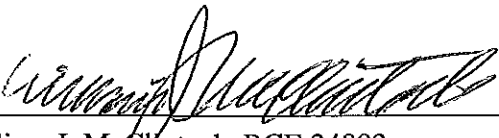
EXHIBIT "A"

**LEGAL DESCRIPTION FOR
LANDS OF YARAK**

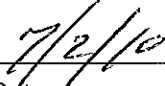
BEING ALL of Lot 51 as shown upon that certain Map entitled 'Catherine Dunne Ranch Map No. 8', which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on March 3rd, 1913 in Book 'O' of Maps, at Pages 28 and 29, and shown upon said Map as 100 acres more or less and more particularly being that 99.41 acres to be shown upon a Parcel Map to be recorded.

EXCEPTING THEREFROM: That portion of said Lot 51 that is overlapped by that 'Remainder Parcel' described in Book C703 at Page 246, Santa Clara County Official Records and to be shown upon a Parcel Map to be recorded, said overlap containing therein 14 square feet more or less.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.



William J. McClintock, RCE 24893
Expires: 12/31/2011



Date

EXHIBIT "B-1"

LEGAL DESCRIPTION FOR OPEN SPACE EASEMENT

BEING ALL of Lot 51 as shown upon that certain Map entitled 'Catherine Dunne Ranch Map No. 8', which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on March 3rd, 1913 in Book 'O' of Maps, at Pages 28 and 29, and shown upon said Map as 100 acres more or less and more particularly **BEING ALL OF ZONES 1, 2, 3, 4, 5, 6 and 7** as shown upon that certain report entitled Yarak cluster subdivision, sensitive amphibian habitat assessment, dated January 2009.

EXCEPTING THEREFROM: All that portion of said Lot 51 that lies within the bounds of Leavesley Road (30.00 feet wide from centerline) as shown upon that above referred to Ranch Map and to be shown upon a Parcel Map to be recorded, said Road containing 3.81 acres therein more or less.

ALSO EXCEPTING THEREFROM: That portion of said Lot 51 that is overlapped by that 'Remainder Parcel' described in Book C703 at Page 246, Santa Clara County Official Records and to be shown upon a Parcel Map to be recorded, said overlap containing therein 14 square feet more or less.

ALSO EXCEPTING THEREFROM: That portion of said Lot 51 that lies with the bounds of Vista Court and those individual building envelope areas delineated and designated as "Exception to O.S.E.", as said Court and areas are shown upon a Parcel Map to be recorded and being more particularly described as follows:

BEGINNING FOR REFERENCE, on the centerline of said Leavesley Road, at the Northern most corner of Parcel 2, as said Parcel is shown upon that Parcel Map filed in Book 558 of Maps at Pages 39 through 41 inclusive, Santa Clara County Records and running thence along the said centerline of Leavesley Road, South 20°50'28" West, 227.24 feet; thence South 40°51'38" West, 181.75 feet; thence leaving said centerline, North 48°36'55" West, 30.00 feet to the **TRUE POINT OF BEGINNING** of the herein description;

- 1) Thence from said **TRUE POINT OF BEGINNING**, running parallel with and 30.00 feet distant from said centerline of Leavesley Road, South 40°51'38" West for a distance of 48.43 feet;
- 2) Thence along a curve to the left whose tangent bears North 40°51'38" East, with a radius of 20.00 feet, through a central angle of 95°26'44" and an arc length of 33.32 feet;
- 3) Thence along a tangent compound curve to the left with a radius of 132.00 feet, through a central angle of 79°40'13" and an arc length of 183.55 feet;

EXHIBIT "B-1"
LEGAL DESCRIPTION FOR
OPEN SPACE EASEMENT

(continued)

- 4) Thence South 45°44'41" West, 256.02 feet;
- 5) Thence along a tangent curve to the right with a radius of 128.00 feet, through a central angle of 86°08'12" and an arc length of 192.43 feet;
- 6) Thence North 48°07'07" West, 162.31 feet;
- 7) Thence along a tangent curve to the right with a radius of 228.00 feet, through a central angle of 08°30'03" and an arc length of 33.83 feet;
- 8) Thence North 39°37'04" West, 177.66 feet;
- 9) Thence South 66°45'00" West, 31.27 feet;
- 10) Thence South 39°37'04" East, 47.18 feet;
- 11) Thence South 66°45'00" West, 147.27 feet;
- 12) Thence South 27°22'40" East, 243.37 feet;
- 13) Thence South 66°45'00" West, 206.35 feet;
- 14) Thence North 27°22'40" West, 338.89 feet;
- 15) Thence North 66°45'00" East, 363.78 feet;
- 16) Thence North 39°37'04" West, 206.05 feet;
- 17) Thence South 82°17'24" West, 35.34 feet;
- 18) Thence South 39°37'04" East, 163.81 feet;
- 19) Thence South 66°45'00" West, 321.44 feet;
- 20) Thence North 27°22'40" West, 279.53 feet;
- 21) Thence North 82°17'24" East, 303.54 feet;
- 22) Thence along a curve to the right whose tangent bears North 31°17'17" West, with a radius of 50.00 feet, through a central angle of 23°34'41" and an arc length of 20.58 feet;
- 23) Thence North 65°48'07" West, 37.84 feet;
- 24) Thence South 82°17'24" West, 151.13 feet;
- 25) Thence North 48°03'17" West, 293.02 feet;
- 26) Thence North 37°44'30" East, 279.29 feet;
- 27) Thence South 32°23'42" East, 412.30 feet;

EXHIBIT "B-1"
LEGAL DESCRIPTION FOR
OPEN SPACE EASEMENT

(continued)

- 28) Thence South 65°48'07" East, 36.32 feet;
- 29) thence along a curve to the right whose tangent bears North 57°36'18" East, with a radius of 50.00 feet, through a central angle of 11°32'13" and an arc length of 10.07 feet;
- 30) Thence North 32°23'42" West, 291.79 feet;
- 31) Thence North 13°08'39" East, 352.48 feet;
- 32) Thence North 82°17'24" East, 78.17 feet;
- 33) Thence South 20°30'23" East, 455.59 feet;
- 34) Thence South 37°36'18" West, 101.30 feet;
- 35) Thence South 12°13'56" West, 149.42 feet;
- 36) Thence along a curve to the left whose tangent bears South 07°05'26" West, with a radius of 20.00 feet, through a central angle of 46°42'30" and an arc length of 16.30 feet;
- 37) Thence South 39°37'04" East, 435.83 feet;
- 38) Thence along a tangent curve to the left with a radius of 172.00 feet, through a central angle of 08°30'03" and an arc length of 25.52 feet;
- 39) Thence South 48°07'07" East, 162.31 feet;
- 40) Thence along a tangent curve to the left with a radius of 72.00 feet, through a central angle of 86°08'12" and an arc length of 108.24 feet;
- 41) Thence North 45°44'41" East, 256.02 feet;
- 42) Thence along a tangent curve to the right with a radius of 188.00 feet, through a central angle of 82°11'12" and an arc length of 269.67 feet to a point of reverse curvature;
- 43) Thence along a tangent curve to the left with a radius of 20.00, through a central angle of 87°04'15 and an arc length of 30.39 feet to a point that is 30.00 feet distant from the said centerline of Leavesley Road;
- 44) Thence running parallel with said centerline, South 40°51'38" West, 47.81 feet to the **TRUE POINT OF BEGINNING** and containing 9.9 Acres therein more or less.


END OF DESCRIPTION.

See Exhibit "B" attached hereto and made a part hereof.

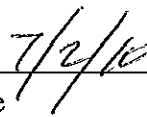
(Page 3 of 4)

EXHIBIT "B-1"
LEGAL DESCRIPTION FOR
OPEN SPACE EASEMENT
(continued)

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.



William J. McClintock, RCE 24893
Expires: 12/31/2011



Date

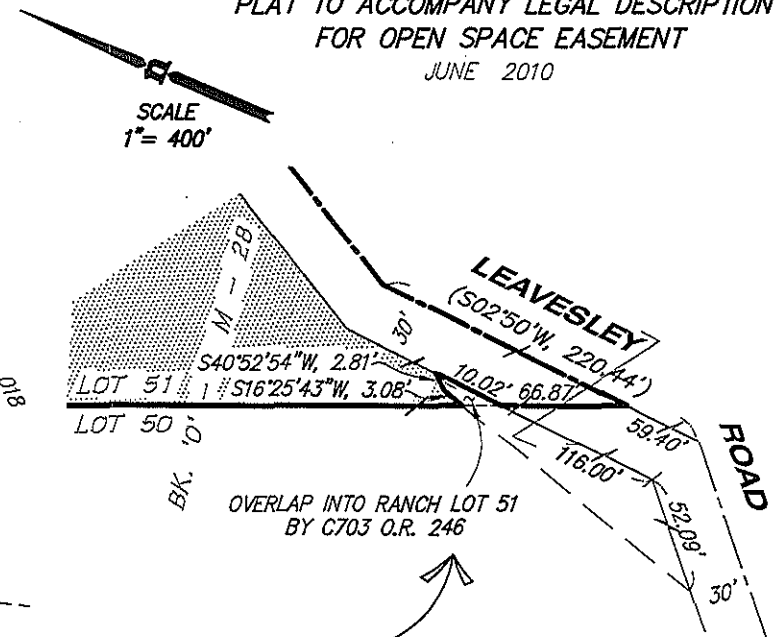
Prepared by the firm of MH engineering Company, Morgan Hill, CA

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR OPEN SPACE EASEMENT

JUNE 2010

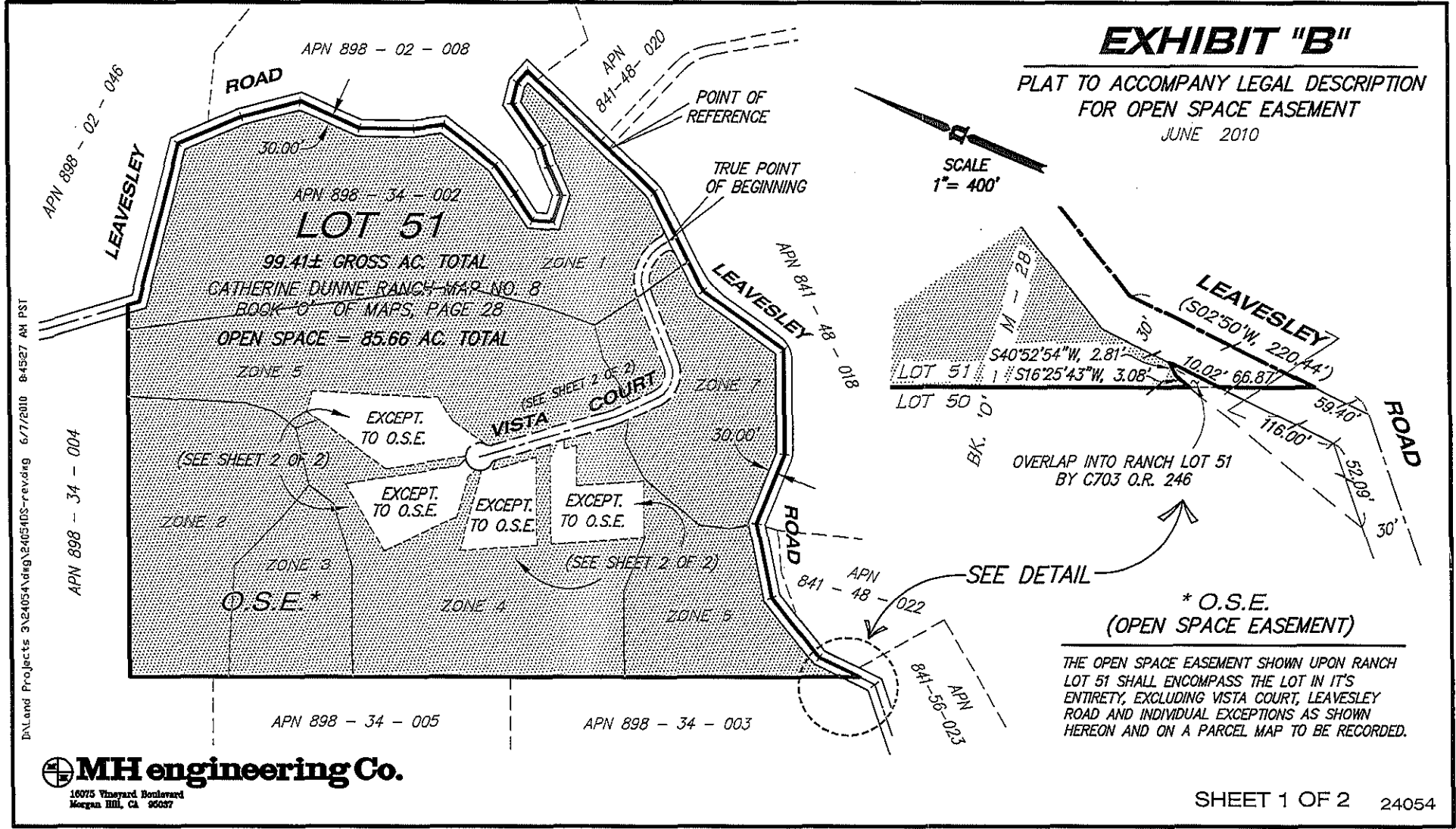
SCALE
1" = 400'



SEE DETAIL

* O.S.E.
(OPEN SPACE EASEMENT)

THE OPEN SPACE EASEMENT SHOWN UPON RANCH LOT 51 SHALL ENCOMPASS THE LOT IN IT'S ENTIRETY, EXCLUDING VISTA COURT, LEAVESLEY ROAD AND INDIVIDUAL EXCEPTIONS AS SHOWN HEREON AND ON A PARCEL MAP TO BE RECORDED.



LOT 51

99.41± GROSS AC. TOTAL
CATHERINE DUNNE RANCH MAP NO. 8
BOOK 0 OF MAPS PAGE 28
OPEN SPACE = 85.66 AC. TOTAL

EXCEPT. TO O.S.E.
(SEE SHEET 2 OF 2)
EXCEPT. TO O.S.E.
EXCEPT. TO O.S.E.
EXCEPT. TO O.S.E.
EXCEPT. TO O.S.E.
(SEE SHEET 2 OF 2)

O.S.E.*

D:\Land Projects 3\24054\dwg\24054DS-rev.dwg 6/7/2010 8:45:27 AM PST

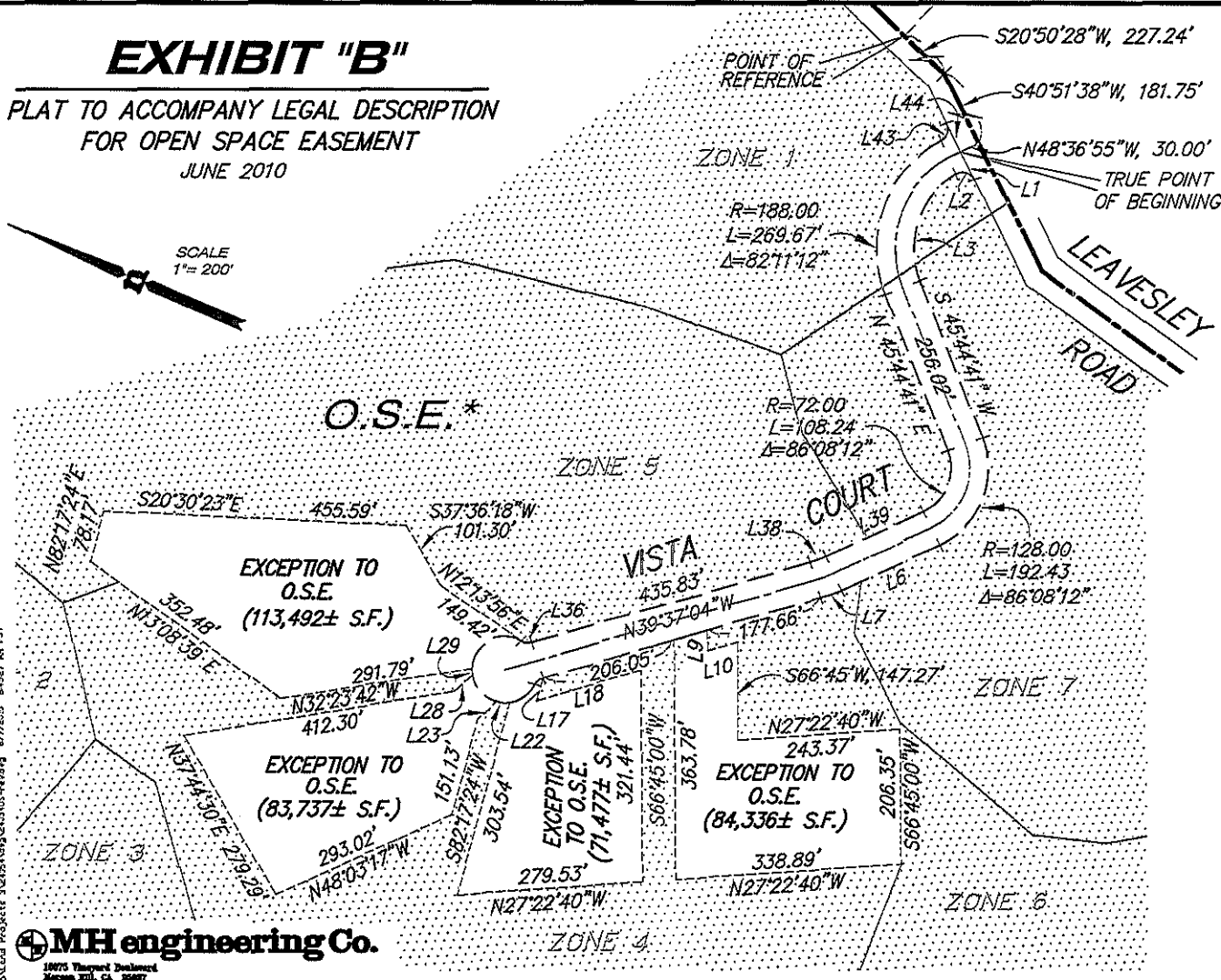
MH engineering Co.

16975 Vineyard Boulevard
Menlo Park, CA 94037

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR OPEN SPACE EASEMENT
JUNE 2010

SCALE
1" = 200'



TOTAL AREA = 99.41± AC. GR.
OF LOT 51
LEAVESLEY RD. = 3.81± AC. GR.
VISTA COURT = 1.84± AC. GR.
EXCEPT. TO OSE = 8.10± AC. GR.

AREA OF
OPEN SPACE = 85.66± AC. GR.

COURSE & CURVE TABLE

NO.	DELTA/BEARING	RADIUS	LENGTH
L1	S40°51'38"W		181.75'
L2	95°26'44"	20.00'	33.32'
L3	79°40'13"	132.00'	183.55'
L6	N48°07'07"W		162.31'
L7	08°30'03"	228.00'	33.33'
L9	S66°45'00"W		31.27'
L10	S39°37'04"E		47.18'
L17	N82°17'24"E		35.34'
L18	S39°37'04"E		163.81'
L22	23°34'41"	50.00'	20.58'
L23	N65°48'07"W		37.84'
L28	S65°48'07"E		36.32'
L29	11°32'13"	50.00'	10.07'
L36	46°42'30"	20.00'	16.30'
L38	08°30'03"	172.00'	25.52'
L39	S48°07'07"E		162.31'
L43	87°04'15"	20.00'	30.39'
L44	S40°51'38"W		47.81'

D:\Lead Projects\24054\24054-010-REV.dwg 6/7/2010 8:45:57 AM JST

MH engineering Co.
18075 Vincent Boulevard
Morgan Hill, CA 95037

EXHIBIT "C-1"
LEGAL DESCRIPTION FOR
PROTECTED WILDLIFE AREA

BEING A PORTION of Lot 51 as shown upon that certain Map entitled 'Catherine Dunne Ranch Map No. 8', which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on March 3rd, 1913 in Book 'O' of Maps, at Pages 28 and 29, and shown upon said Map as 100 acres more or less, and more particularly **BEING ALL OF ZONES 1, 2 AND 7** as shown upon that certain report entitled Yarak cluster subdivision, sensitive amphibian habitat assessment, dated January 2009 and described as follows:

ZONES 1 AND 7: **BEGINNING** at the northern most corner of Lot 51 on the centerline of Leavesley Road, as said Lot and Road are shown upon that aforementioned Ranch Map, and running thence along said centerline,

- 1) South 40°26'36" East, 43.04 feet; thence
- 2) North 81°05'23" East, 590.70 feet; thence
- 3) South 46°28'37" East, 248.82 feet; thence
- 4) South 37°58'37" East, 219.78 feet; thence
- 5) South 1°01'23" West, 236.28 feet; thence
- 6) South 22°38'37" East, 196.02 feet; thence
- 7) South 30°53'37" East, 108.24 feet; thence
- 8) South 14°26'23" West, 126.06 feet; thence
- 9) South 17°36'23" West, 109.56 feet; thence
- 10) South 32°01'23" West, 123.42 feet; thence
- 11) South 33°41'23" West, 116.82 feet; thence
- 12) South 19°48'37" East, 74.58 feet; thence
- 13) North 84°01'23" East, 99.66 feet; thence
- 14) North 43°01'23" East, 112.20 feet; thence
- 15) North 51°01'23" East, 78.54 feet; thence
- 16) North 32°16'35" East, 190.08 feet; thence
- 17) North 80°37'10" East, 77.22 feet; thence
- 18) South 72°31'32" East, 56.76 feet; thence
- 19) South 20°50'28" West, 633.50 feet to a point hereinafter referred to as **"POINT A"**; thence

EXHIBIT "C-1"
LEGAL DESCRIPTION FOR
PROTECTED WILDLIFE AREA
(continued)

- 20) South 40°51'38" West, 397.09 feet; thence
- 21) South 12°53'04" West, 358.88 feet; thence
- 22) South 66°42'25" West, 383.75 feet; thence
- 23) South 88°38'46" West, 272.99 feet; thence leaving the centerline of said Leavesley Road,
- 24) North 34°17'19" West, 99.80 feet; thence
- 25) North 16°41'58" West, 109.79 feet; thence
- 26) North 17°35'25" East, 262.93 feet; thence
- 27) North 39°40'40" East, 148.37 feet; thence
- 28) North 74°18'23" East, 148.36 feet; thence
- 29) North 35°21'40" East, 183.95 feet; thence
- 30) North 52°31'18" East, 124.74 feet; thence
- 31) North 3°37'29" West, 214.41 feet; thence
- 32) North 9°43'52" West, 296.77 feet; thence
- 33) North 30°47'53" West, 1205.91 feet to a point on the Northwesterly boundary line of said Lot 51; thence along said Northwesterly boundary line,
- 34) North 66°50'29" East, 91.42 feet to the **POINT OF BEGINNING** and containing therein 36.33 acres more or less.

ZONE 2: BEGINNING FOR REFERENCE at the northern most corner of Lot 51 on the centerline of Leavesley Road, as said Lot and Road are shown upon that aforementioned Ranch Map, and running thence along the Northwesterly boundary line of said Lot 51,

- 35) South 66°50'29" West, 333.14 feet to the **TRUE POINT OF BEGINNING** of the herein description of **ZONE 2**; thence from said **TRUE POINT OF BEGINNING** and continuing along said Northwesterly boundary line,
- 36) South 66°50'29" West, 1022.27 feet to the Northwestern corner of said Lot 51; thence along the Southwesterly boundary line thereof,

EXHIBIT "C-1"
LEGAL DESCRIPTION FOR
PROTECTED WILDLIFE AREA

(continued)

- 37) South 23°15'00" East, 355.40 feet; thence leaving said Southwesterly boundary line,
- 38) North 70°17'16" East, 407.34 feet; thence
- 39) South 68°01'32" East, 229.53 feet; thence
- 40) South 72°43'48" East, 169.38 feet; thence
- 41) North 53°49'40" East, 212.10 feet; thence
- 42) North 17°15'10" East, 96.48 feet; thence
- 43) North 6°23'34" West, 110.31 feet; thence
- 44) North 20°02'06" West, 426.19 feet to the **TRUE POINT OF BEGINNING** and containing therein 11.18 acres more or less.

EXCEPTING FROM THE ABOVE DESCRIBED ZONES 1 AND 7: All that portion of said Lot 51 that lies within the bounds of Leavesley Road (30.00 feet wide from centerline) as shown upon said Ranch Map, said Road containing 3.34 acres therein more or less.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED ZONES 1 AND 7: All that portion of said Lot 51 that lies with the bounds of Vista Court as delineated and designated upon a Parcel Map to be recorded and being more particularly described as follows:

BEGINNING FOR REFERENCE , on the centerline of said Leavesley Road, at the aforementioned "**POINT A**" and running thence along the centerline of said Leavesley Road,

- 45) South 40°51'38" West, 181.75 feet to the point of intersection with the centerline of said Vista Court; thence leaving the centerline of said Leavesley Road and running along the centerline of said Vista Court,
- 46) North 48°36'55" West, 30.00 feet to the **TRUE POINT OF BEGINNING** of the herein exception; thence from said **TRUE POINT OF BEGINNING**, running parallel with and 30.00 feet distant from said centerline of Leavesley Road,
- 47) South 40°51'38" West for a distance of 48.43 feet; thence along the southerly right-of-way line of said Vista Court

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EXHIBIT "C-1"
LEGAL DESCRIPTION FOR
PROTECTED WILDLIFE AREA

(continued)

- 48) along a curve to the left whose tangent bears North 40°51'38" East, with a radius of 20.00 feet, through a central angle of 95°26'44" and an arc length of 33.32 feet; thence
- 49) along a tangent compound curve to the left with a radius of 132.00 feet, through a central angle of 79°40'13" and an arc length of 183.55 feet; thence
- 50) South 45°44'41" West, 256.02 feet; thence
- 51) along a tangent curve to the right with a radius of 128.00 feet, through a central angle of 86°08'12" and an arc length of 192.43 feet; thence
- 52) North 48°07'07" West, 129.50 feet to the point of intersection with the northwestern boundary line of said Zone 7; thence along said northwestern boundary line,
- 53) North 74°18'23" East, 66.34 feet to the point of intersection with the northerly right-of-way line of said Vista Court; thence along said northerly right-of-way,
- 54) South 48°07'07" East, 93.93 feet; thence along a tangent curve to the left,
- 55) with a radius of 72.00 feet, through a central angle of 86°08'12" and an arc length of 108.24 feet; thence
- 56) North 45°44'41" East, 256.02 feet; thence along a tangent curve to the right,
- 57) with a radius of 188.00 feet, through a central angle of 82°11'12" and an arc length of 269.67 feet to a point of reverse curvature; thence along a tangent curve to the left
- 58) with a radius of 20.00, through a central angle of 87°04'15 and an arc length of 30.39 feet to a point that is 30.00 feet distant from the said centerline of Leavesley Road; thence running parallel with said centerline,
- 59) South 40°51'38" West, 47.81 feet to the **TRUE POINT OF BEGINNING** and containing 0.99 Acres therein more or less.

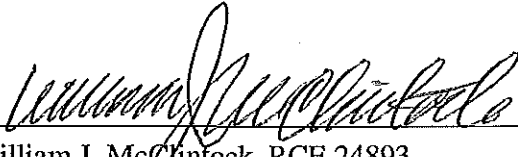
END OF DESCRIPTION.

See Exhibit "C" attached hereto and made a part hereof.

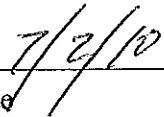
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EXHIBIT "C-1"
LEGAL DESCRIPTION FOR
PROTECTED WILDLIFE AREA
(continued)

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.



William J. McClintock, RCE 24893
Expires: 12/31/2011



Date

Prepared by the firm of MH engineering Company, Morgan Hill, CA

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EXHIBIT "C"

PLAT TO ACCOMPANY LEGAL DESCRIPTION PROTECTED WILDLIFE AREA

BEING A PORTION OF LOT 51 AS SHOWN UPON THAT CERTAIN MAP ENTITLED 'CATHERINE DUNNE RANCH NO. 8' WHICH MAP WAS FILED FOR RECORD MARCH 3, 1913 IN BOOK 'O' OF MAPS AT PAGES 28 & 29, SANTA CLARA COUNTY RECORDS.

LYING WITHIN THE UNINCORPORATED AREA OF
THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA
JUNE, 2010

PROTECTED WILDLIFE AREA (P.W.A.)

BEING ALL OF ZONES 1, 2 AND 7 AS SHOWN ON THAT CERTAIN REPORT ENTITLED YARAK CLUSTER SUBDIVISION, SENSITIVE AMPHIBIAN HABITAT ASSESSMENT, DATED JANUARY 2009.

CURVE DATA

NO.	Radius	Delta	Length
48	20.00	95°26'44"	33.32'
49	132.00	79°40'13"	183.55'
51	128.00	86°08'12"	192.43'
55	72.00	86°08'12"	108.24'
57	188.00	82°11'12"	269.67'
58	20.00	87°04'15"	30.39'



LINE DATA

NO.	BEARING/DIST.
L1	S40°26'36"E, 43.04'
L3	S46°28'37"E, 248.82'
L4	S37°58'37"E, 219.78'
L5	S1°01'23"W, 236.28'
L6	S22°38'37"E, 196.02'
L7	S30°53'37"E, 108.24'
L8	S14°26'23"W, 126.06'
L9	S17°36'23"W, 109.56'

NO.	BEARING/DIST.
L10	S32°01'23"W, 123.42'
L11	S33°41'23"W, 116.82'
L12	S19°48'37"E, 74.58'
L13	N84°01'23"E, 99.66'
L14	N43°01'23"E, 112.20'
L15	N51°01'23"E, 78.54'
L16	N32°16'35"E, 190.08'
L17	N80°37'10"E, 77.22'

NO.	BEARING/DIST.
L18	S72°31'32"E, 56.76'
L24	N34°17'19"W, 99.80'
L25	N16°41'58"W, 109.79'
L26	N17°35'25"E, 262.93'
L27	N39°40'40"E, 148.37'
L28	N74°18'23"E, 148.36'
L29	N35°21'40"E, 183.95'
L30	N52°31'18"E, 124.74'

NO.	BEARING/DIST.
L31	N3°37'29"W, 214.41'
L32	N9°43'52"W, 296.77'
L34	N66°50'29"E, 91.42'
L39	S68°01'32"E, 229.53'
L40	S72°43'48"E, 169.38'
L41	N53°49'40"E, 212.10'
L42	N17°15'10"E, 96.48'
L43	N6°23'34"W, 110.31'

NO.	BEARING/DIST.
L46	N48°36'55"W, 30.00'
L47	S40°51'38"W, 48.43'
L50	N45°44'41"E, 256.02'
L52	N48°07'07"W, 129.50'
L53	N74°18'23"E, 66.34'
L54	N48°07'07"W, 93.93'
L56	S45°44'41"W, 182.86'
L59	S40°51'38"W, 47.81'

