

**OPERATIONS AND MAINTENANCE AGREEMENT**

**BY AND BETWEEN**

**THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**

**AND**

**THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**

## Table of Contents

RECITALS .....	1
I. OVERVIEW .....	2
A. TERM AND SCOPE.....	2
B. GENERAL AGREEMENTS .....	4
II. O&M ROLES AND RESPONSIBILITIES.....	5
A. OPERATING RESPONSIBILITIES/AREAS OF OPERATIONAL CONTROL.....	5
B. CONDUCT OF OPERATIONS - GENERAL.....	6
C. PROCEDURES TO AVOID POTENTIAL IMPACTS TO SAFETY AND OPERATIONS .....	7
D. REVENUE SERVICE PLANNING AND SCHEDULING.....	8
E. USE, PERMITTING AND ACCESS - SVRT EXTENSION PROPERTY.....	10
F. EMERGENCY RESPONSE, SECURITY AND POLICING .....	17
G. RESPONSIBILITY TO MAINTAIN, REPAIR AND REPLACE.....	20
H. SVRT BUS BRIDGES.....	22
J. COMMUNICATION FACILITIES AND SERVICES .....	25
K. PUBLIC COMMUNICATIONS.....	29
L. TITLE VI AND ENVIRONMENTAL JUSTICE.....	31
M. ACCESSIBILITY MITIGATION.....	31
N. PARATRANSIT SERVICES .....	33
O. RETAIL ACTIVITIES.....	34
P. ON-EXTENSION SPECIAL EVENTS.....	35
Q. ADVERTISING.....	35
R. PHOTOS AND VIDEOGRAPHY.....	37
S. EXPRESSIVE ACTIVITIES .....	37
T. PASSENGER SURVEYING / RESEARCH ACTIVITIES.....	38
U. ARTWORK.....	38
V. USE OF LOGOS, INSIGNIAS AND ROUTE MAPS.....	40
III. RIGHT OF WAY ACQUISITIONS/ CONVEYANCES .....	40
A. ACQUISITION DURING REVENUE SERVICE .....	40

B.	SEGMENT I SPECIFIC EASEMENTS AND OTHER RIGHTS.....	41
C.	RESERVED BART PARKING SPACES .....	44
D.	ENCUMBRANCES OF REAL PROPERTY TO THIRD PARTIES .....	44
E.	QUITCLAIM UPON TERMINATION OF PROPERTY RIGHTS.....	46
F.	ENVIRONMENTAL RESTRICTION .....	46
IV.	OWNERSHIP, ACQUISITION AND MODIFICATIONS TO EXTENSION FACILITIES, IMPROVEMENTS, EQUIPMENT, PARTS AND MATERIALS .....	47
A.	SVRT EXTENSION .....	47
B.	CORE SYSTEM .....	48
C.	MODIFICATIONS TO SVRT FACILITIES .....	48
D.	SYSTEM SOFTWARE.....	49
V.	ONGOING OPERATING, MAINTENANCE AND CAPITAL COSTS AND FUNDING .....	49
A.	GENERAL .....	49
B.	OPERATING AND MAINTENANCE COSTS.....	50
C.	CAPITAL COSTS.....	54
D.	FUTURE EXTRAORDINARY EVENTS.....	60
E.	SOURCES OF REVENUE .....	61
F.	CALCULATION OF SUBSIDY; ESTABLISHMENT, AND MAINTENANCE OF SUBSIDY ASSURANCE ACCOUNT; BUDGET SHORTFALL .....	64
G.	PROCESS FOR COLLECTION, PAYMENT AND ALLOCATION OF DEDICATED REVENUES FOR OPERATING, MAINTENANCE AND CAPITAL COSTS; CREATION AND MAINTENANCE OF FUNDS .....	66
H.	PROCESS FOR COLLECTION, PAYMENT AND ALLOCATION OF OTHER REOCCURRING REVENUES .....	71
I.	ANNUAL RECONCILIATION .....	71
J.	TRANSIT DEVELOPMENT ACT (TDA) AGREEMENT.....	72
K.	ADDITIONAL SOURCES OF FUNDING FOR COSTS.....	73
L.	PERIODIC REASSESSMENT.....	74
M.	SEVEN YEAR CASH FLOW ANALYSIS.....	74
N.	ACCOUNTING OF 2008 MEASURE B EXPENDITURES.....	75
O.	MISCELLANEOUS.....	75
P.	DISPUTE RESOLUTION .....	75
Q.	LOW CARBON FUEL STANDARD (LCFS) CREDITS .....	75

VI. ADMINISTRATIVE ISSUES .....	76
A. WARRANTIES.....	76
B. RECORDS, REPORTING and AUDITS.....	77
C. PROGRAM MANAGER.....	79
D. THIRD-PARTY AGREEMENTS .....	79
VII. DISPUTE RESOLUTION .....	80
A. INTERNAL DISPUTE RESOLUTION .....	80
B. ALTERNATIVE DISPUTE RESOLUTION.....	81
C. JUDICIAL REMEDIES.....	81
D. RELEVANCE OF DISPUTE RESOLUTION PROCESS .....	81
VIII. INSURANCE .....	81
A. EVIDENCE REQUIRED.....	81
B. NOTICE OF CANCELLATION, REDUCTION OR MATERIAL CHANGE IN COVERAGE .....	81
C. QUALIFYING INSURERS.....	82
D. INSURANCE REQUIRED.....	82
E. SPECIAL PROVISIONS .....	84
IX. LIABILITY, INDEMNIFICATION AND CLAIMS HANDLING .....	85
A. LIABILITY AND INDEMNIFICATION .....	85
B. CLAIMS HANDLING PROCEDURES.....	86
X. DEFAULT.....	87
A. DEFINITION .....	87
B. FORCE MAJEURE.....	88
C. SURVIVAL.....	88
XI. SERVICE OBLIGATION .....	88
XII. TERMINATION.....	88
A. TERM.....	88
B. TERMINATION FOR CONVENIENCE.....	89
C. TERMINATION FOR CAUSE .....	90
D. FORCE MAJEURE TERMINATION.....	90
E. MISCELLANEOUS TERMINATION PROVISIONS .....	90
XIII. AMENDMENTS AND IMPLEMENTATION LETTERS .....	92
A. AMENDMENT OR MODIFICATION OF THIS AGREEMENT .....	92

B. ADMINISTRATIVE AMENDMENTS .....	92
C. IMPLEMENTATION LETTERS .....	92
D. CLARIFICATION OR AMENDMENT OF O&M MAPS .....	93
XIV. MISCELLANEOUS PROVISIONS .....	93
A. FURTHER ASSURANCES .....	93
B. APPLICABLE LAW .....	93
C. SUCCESSORS AND ASSIGNS .....	93
D. SEVERABILITY .....	93
E. HEADINGS AND TITLES .....	94
F. NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS .....	94
G. REMEDIES NOT EXCLUSIVE .....	94
H. WAIVER .....	94
I. NOTICES .....	94
J. PARTIES IN INTEREST .....	95
K. ASSIGNMENT .....	95
L. COUNTERPARTS .....	95
M. COMPLIANCE WITH LAWS .....	96
N. INTERPRETATION .....	96
O. AGREEMENTS .....	96
P. EXHIBITS .....	96
Q. USE OF "SHALL" .....	96
R. SURVIVAL .....	96
XV. DEFINITIONS .....	97

This Operations and Maintenance Agreement (“**Agreement**”) is entered into this 22<sup>nd</sup> day of May, 2020 by and between the Santa Clara Valley Transportation Authority (“**VTA**”), a special district established pursuant to California Public Utilities Code Section 100000 *et seq.* and the San Francisco Bay Area Rapid Transit District (“**BART**”), a rapid transit district established pursuant to California Public Utilities Code Section 28500 *et seq.*, (collectively, the “**Parties**”).

### RECITALS

- A. BART is a rapid transit district established and acting pursuant to California Public Utilities Code Section 28500 *et seq.* The BART district is comprised of three counties: Alameda, Contra Costa and San Francisco. As of the Effective Date of this Agreement, BART operates a regional transit system serving the counties of Alameda, Contra Costa, San Francisco and San Mateo, which system, as it may be expanded in said counties in the future, is referred to herein as the “**Core System.**”
- B. VTA is a special district established and acting pursuant to California Public Utilities Code Section 100000 *et seq.* As of the Effective Date of this Agreement, VTA serves as the Congestion Management Agency for Santa Clara County and operates light rail and bus service throughout Santa Clara County.
- C. The Parties are currently engaged in a program to develop an extension of the BART system into Santa Clara County. In 2001, the Parties' Boards of Directors approved an agreement containing the institutional, project implementation, legal, financial and ongoing operational requirements for an approximately 16-mile long BART extension from the BART Warm Springs/ South Fremont Station through Milpitas and San Jose to a terminus station in the City of Santa Clara (the “**SVRT Project**”). That agreement, effective as of November 19, 2001, is entitled, “Comprehensive Agreement between the Santa Clara Valley Transportation Authority (VTA) and the San Francisco Bay Area Rapid Transit District (BART) in Connection with the Proposed Santa Clara County BART Extension” (referred to herein as the “**Comprehensive Agreement**”).
- D. The Comprehensive Agreement provides terms for how the Parties will work together in the planning, designing, constructing, operating, maintaining and funding of the SVRT Project.
- E. Since executing the Comprehensive Agreement, the Parties have been engaged in the designing, planning and construction of the BART extension into Santa Clara County. In the course of such implementation, some of the Parties' original expectations have changed.
- F. Although the Parties originally contemplated that Revenue Service would begin on the entire proposed 16-mile alignment at one time, construction of the SVRT Extension has since been phased, with Revenue Service now scheduled to commence on an initial 10-mile segment in 2020, with Revenue Service on a second 6-mile segment planned to commence at a later date.
- G. In 2004 and 2007, VTA prepared an Environmental Impact Report (“**EIR**”) and a Supplemental EIR for the full 16.1 mile SVRT Project. In 2009, however, due to funding

and other issues, the FTA and VTA prepared a final Environmental Impact Statement ("EIS") that studied not only the full 16.1-mile SVRT Project but also an alternative project (the "SVBX Project"), consisting of two-stations and 10 miles of track, commencing from BART's Warm Springs/ South Fremont Station but extending only to proposed tail tracks near Las Plumas Avenue in San Jose. In June 2010, the FTA issued a Record of Decision for the SVBX Project and, in March 2011, VTA certified a second Supplemental EIR and adopted the SVBX Project. On April 14, 2011, the BART Board accepted the EIR, SEIR-2 and approved the SVBX Project.

- H. In 2016, VTA prepared a Supplemental EIS ("SEIS-2") and Subsequent EIR ("SEIR-3") for a second project ("BSV II Project"), consisting of an additional four stations and six miles of track extending from the end of the line of the SVBX Project to an area near De la Cruz Boulevard in the City of Santa Clara. On April 5, 2018 VTA certified the SEIS-2 and SEIR-3 and adopted the BSVII Project and on April 26, 2018, the BART Board accepted the SEIS-2 and SEIR-3 and approved the BSVII Project. The FTA issued a Record of Decision for the BSV II Project on June 4, 2018.
- I. Currently, construction of the SVBX Project is nearly complete and it is expected to enter into Revenue Service shortly following execution of this Agreement. The BSV II Project is currently in the design phase and completion of construction, and commencement of Revenue Service thereon, is currently forecasted for 2030.
- J. In addition, although the Parties originally intended for BART to operate and maintain all areas of the SVRT Extension, they now intend for VTA to operate and maintain some areas of the SVRT Extension, such as the Transit Center areas at the Stations.
- K. Notwithstanding these changes, the Parties continue to intend for BART to be the sole operator of Revenue Service on the SVRT Extension and for VTA to have full financial responsibility for the SVRT Extension, including a share of Core System capital costs.
- L. To address the above-described changes and to provide for a more detailed and comprehensive expression of the Parties' responsibilities and roles in connection with the ongoing operations, maintenance and funding of the SVRT Extension, the Parties desire to enter into this Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

### **I. OVERVIEW**

#### **A. TERM AND SCOPE**

1. **Term.** This Agreement will become binding upon the Effective Date and terminate as set forth in **Section XII** below.

## **2. Scope/Relationship to Other Agreements.**

- a. Scope.** This Agreement relates to the revenue operations phase of the SVRT Extension and addresses, among other things: (i) the Parties' ongoing operations and maintenance responsibilities for the SVRT Extension; (ii) use of real property in connection with ongoing operations and maintenance of the SVRT Extension; and (iii) payment of costs and funding with respect to the ongoing operations and maintenance of the SVRT Extension.
- b. Application.** This Agreement will apply to any segment of the SVRT Extension that is placed into Revenue Service, with the acknowledgment that this Agreement may require future amendment or modification in order to accommodate new or differing needs that may arise from any segment of the SVRT Extension that is placed in Revenue Service following commencement of Revenue Service on Segment I.
- c. Relationship to Other Agreements.** This Agreement supersedes any prior agreements and understandings of the Parties with respect to the topics addressed herein. Accordingly, this Agreement fully supersedes Section IV and Section VII of the Comprehensive Agreement in their entirety. In addition, to the extent that any provision of this Agreement related to ongoing operations, maintenance or costs of operating the SVRT Extension directly conflicts with any provision in (i) the Comprehensive Agreement, (ii) any existing Implementation Letters generated pursuant thereto, or (iii) any previous agreement of the Parties, the provisions of this Agreement will prevail.

This Agreement is not intended to address the costs described in Section III, Project Costs and Funding, of the Comprehensive Agreement and such costs will remain separately reimbursable under the terms of the Comprehensive Agreement, even if incurred after the commencement of Revenue Service. Further, this Agreement will not be deemed to supersede or conflict with any provision in previous agreements or implementation letters between the Parties addressing such project-related costs. For example, this Agreement will not supersede or be deemed to be in conflict with any provision in agreements such as, and without limitation, the Vehicle Procurement Agreement, the Hayward Maintenance Complex Property Transfer Agreement dated September 9, 2013, and Implementation Letters Nos. 36 and 37, related to payment of "Total Project Costs" (as defined in the Comprehensive Agreement).

In addition, this Agreement will not be deemed to supersede or conflict with the Parties' obligations with respect to planning, design, initial construction, testing or any pre-Revenue Service or related activities in connection with the SVRT Extension. To the extent that there are any remaining construction or design discrepancies after the start of Revenue Service on a segment of the SVRT Extension, any work related to such, as well as any associated costs, will be handled in accordance with the terms of the Comprehensive Agreement. In addition, this



Agreement is not intended to supersede or conflict with Section IX, Alignment, Stations, Land Use and Development, of the Comprehensive Agreement.

## B. GENERAL AGREEMENTS

The following terms reflect the Parties' general intent and understandings for this Agreement.

1. **Cooperative Relationship.** The Parties are both public agencies that are committed to working cooperatively as partners and neither has the relationship of contractor to the other. The Parties acknowledge that each brings value and expertise within their areas of responsibility to the operation and maintenance of the SVRT Extension.
  - a. BART brings to this partnership an established 121-mile, 48- station regional rail system that efficiently and effectively serves residents and employers in four Bay Area counties. BART District residents provided the financial resources to build the original BART system and also provide the financial resources to operate the system through their payments of general sales taxes and property taxes. In addition, BART brings a wealth of knowledge and expertise in the operation and maintenance of BART technology.
  - b. VTA brings to this partnership the financial resources, provided, in large measure, through local tax measures enacted by the residents of Santa Clara County, to operate and maintain a 16-mile, 6-station BART extension to San Jose/Santa Clara. Further, VTA operates bus and light rail systems that will be critical to the distribution of BART county residents to their destinations in Silicon Valley.
2. **Revenue Service and Other Operations and Maintenance.** The Parties will have separate operations and maintenance duties with respect to the SVRT Extension as set forth herein. Each Party will be solely responsible for all operations and maintenance in its Area of Control, unless otherwise explicitly provided for in this Agreement. Attached hereto as **Exhibit A** are maps of the SVRT Extension ("**O&M Maps**") depicting each Party's Area of Control. In addition, for purposes of this Agreement, all Revenue Vehicles will be considered within BART's Area of Control. BART will be sole operator of Revenue Service, including operations of Station Buildings on the SVRT Extension, as long as this Agreement is in effect and will treat the SVRT Extension as an integral part of the BART System. Among other things, the Parties intend that BART service provided to SVRT riders will be generally consistent with that provided in the BART District. Service will be planned in such a manner as to minimize negative impacts on both the SVRT Extension and on the BART Core System.
3. **Effect of the SVRT Extension on the Core System.** Operation of the SVRT Extension will complement to some extent BART's Core System by creating a reverse commute direction. SVRT Extension ridership also will occur in the current commute direction on the Core System. The SVRT Extension represents a significant increase in BART track miles and stations in order to serve Santa Clara County. It is the intention of the

Parties that operation of the SVRT Extension will not materially degrade the operation of the BART Core System nor cause deterioration of BART's ability to maintain BART standards.

4. **O&M Standards, Practices, Policies and Procedures.** Each Party will perform its responsibilities hereunder according to its own standards, practices, policies, and procedures unless a different standard, practice, policy or procedure is specifically stated.
5. **Funding Responsibility.** VTA will have full financial responsibility for the SVRT Extension and will provide stable and reliable funding for BART's SVRT-related costs. Ongoing operating, maintenance and capital costs attributable to operation of the SVRT Extension, both those that occur within and outside Santa Clara County, will be VTA's financial responsibility. VTA's financial responsibility specifically includes BART's costs to perform its obligations under this Agreement as well as costs VTA incurs in the performance of its obligations under this Agreement.
6. **Focus.** The Parties will perform their duties with a focus on safety concerns, critical operational needs and critical maintenance needs.

## **II. O&M ROLES AND RESPONSIBILITIES**

### **A. OPERATING RESPONSIBILITIES/ AREAS OF OPERATIONAL CONTROL**

1. **Commencement of O&M Responsibilities.** The Parties' O&M responsibilities under this **Section II** will begin for any segment of the SVRT Extension upon the commencement of Revenue Service on such segment.
2. **BART Operational Control.** Subject to the terms and conditions set forth herein, BART will have exclusive operational control over, and will provide ongoing operations (including safety oversight, security and policing), as well as management of the following:
  - a. Revenue Service and all train operations on the SVRT Extension (including BART ticketing),
  - b. the BART Area of Control,
  - c. all SVRT Facilities located within the BART Area of Control except as set forth in **Exhibit B** hereto;
  - d. any SVRT Facilities located outside the BART Area of Control if listed as a BART responsibility in **Exhibit B**; and
  - e. all systems and software necessary to the foregoing.

BART's standards, practices, policies, and procedures will apply within the BART Area of Control and BART will be responsible for the making and enforcement of rules,

supervising activities, safety management, and security within its Area of Control. BART will also be in charge of access, permitting, and use of property within the BART Area of Control in accordance with **Section II.E** herein.

3. **VTA Operational Control.** Subject to the terms and conditions set forth herein, VTA will have exclusive operational control over, and will provide ongoing operations (including safety oversight, security and policing), and management of the following:
  - a. the VTA Area of Control;
  - b. all SVRT Facilities located within the VTA Area of Control except for those listed as a BART responsibility on **Exhibit B** hereto;
  - c. any SVRT Facilities in the BART Area of Control that are listed as a VTA responsibility in **Exhibit B**; and
  - d. all systems and software necessary to the foregoing.

VTA's standards, practices, policies, and procedures will apply within the VTA Area of Control and VTA will be responsible for the making and enforcement of rules, supervising activities, safety management, and security within its Area of Control. VTA will also be in charge of access, permitting, and use of property within the VTA Area of Control in accordance with **Section II.E** herein.

4. **Third-Party Facilities.** To the extent that there are Third-Party Facilities, including roadways and public utilities, within SVRT Extension Properties, VTA will, to the extent legally possible, provide for the operation and maintenance of such facilities through separate agreements with the Third-Party Facility owner(s). Regardless of whether VTA enters into such separate agreements, BART will not be responsible for operation and maintenance of such facilities unless BART specifically agrees otherwise.

## **B. CONDUCT OF OPERATIONS - GENERAL**

### **1. Consistency with Core System.**

The SVRT Extension will be operated and maintained in a manner consistent with the Core System. All SVRT Stations and SVRT Revenue Vehicles will be operated and maintained with an identity consistent with the fact that this is a BART extension, and the SVRT Extension will reflect its BART identity in, among other things, signage, logos and other insignias.

### **2. BART Conduct of Operations.**

BART will operate the SVRT Extension in its areas of responsibility as an integral part of the Core System. Except as otherwise explicitly set forth herein, BART will have sole authority to make decisions relating to BART operations responsibilities under this

Agreement and will do so in accordance with its then-current standards, practices, policies and procedures it employs in the Core System.

**3. VTA Conduct of Operations.**

Except as otherwise explicitly set forth herein, VTA will have sole authority to make operational decisions relating to its operations responsibilities under this Agreement and will do so in accordance with its then-current standards, practices, policies, and procedures.

**4. Applicable Laws, Regulations.**

The Parties will operate their areas of responsibility for the SVRT Extension in accordance with all applicable federal, state, and local laws, regulations, and ordinances, including, but not limited to, the California Public Utilities Code, California Public Contract Code, ADA, Title VI, local fire codes, and CPUC General Orders. Each Party will have authority to make operational decisions in its Area of Control as necessary to comply with any such applicable laws or regulations.

**C. PROCEDURES TO AVOID POTENTIAL IMPACTS TO SAFETY AND OPERATIONS**

**1. Activities Potentially Affecting BART Area of Control.**

VTA will coordinate and consult with BART concerning: (i) any construction activity conducted within the VTA Area of Control within 50 feet of the external walls of any SVRT Station Building or the exterior edge of the Operating Corridor, and (ii) any activity conducted within VTA's Area of Control that may impair the structural integrity of SVRT Facilities within BART's Area of Control or the safety of BART operations. Examples of construction activities that would satisfy the foregoing conditions include ground dewatering, pile driving activities and the use of cranes within such 50-foot area. VTA will undertake necessary mitigation measures to prevent identifiable impacts to the structural integrity or safety of the Station Building and BART operations.

**2. Transit Center Construction Design Review and Concurrence.**

Additionally, prior to any construction within a Transit Center:

(a) to the extent that VTA develops, or obtains from a Third Party, any information or materials relating thereto, VTA will timely seek BART input on the design of such construction project if the features of such project could: (i) affect BART-maintained utilities; (ii) conflict with BART property rights in the Transit Center; or (iii) impair BART's ability to perform its duties as provided pursuant to this Agreement; and

(b) to the extent that VTA has authority to issue permissions for, or to enforce or conduct oversight over, construction within a Transit Center, if such construction

could materially affect, conflict with, or impair BART's ability to perform its duties as provided under this Agreement, then VTA will get BART concurrence prior to commencing such construction.

**3. Limitation on Deleterious Activities.**

Notwithstanding other provisions of this Agreement, neither Party will allow an activity within its Area of Control that will negatively affect the safety or security of persons or threatens damage to property (real or personal) in the other Party's Area of Control, or will have a material effect on the other Party's operations or maintenance, unless such other Party has first given prior written notice of its concurrence through its Program Manager. The requesting Party will request such concurrence with sufficient time for the affected Party to respond, and the affected Party will respond in a timely manner and the Parties will work diligently to address any issues.

**D. REVENUE SERVICE PLANNING AND SCHEDULING**

**1. Service Planning.**

The SVRT Extension will be treated as an integral part of the Core System for purposes of planning and setting Schedule Parameters and adjusting the size of trains in Revenue Service on the SVRT Extension to accommodate peak and off-peak passenger load levels within fleet constraints. The goals for the SVRT Extension include the following:

- a. Consistency of SVRT Revenue Service with service on BART's lower A-Line at and south of Union City Station;
- b. Provision of direct service to San Francisco and Oakland with no transfers during commute hours;
- c. Minimization of disruption to Core System riders; and
- d. Accommodation of BART's track and wayside needs for safety, security and maintenance purposes.

**2. Allocation of New Revenue Vehicles.**

With respect to Revenue Vehicles purchased by VTA pursuant to the Vehicle Procurement Agreement, the Parties agree that, subject to operational constraints, BART will provide service such that the total number of new Revenue Vehicles serving the SVRT Extension are not fewer than the number of new Revenue Vehicles that have been allocated to VTA and released for Revenue Service under such agreement.

### 3. Coordination.

Subject to the provisions in this **Section II.D.3**, the Parties will coordinate as set forth below regarding BART's development of the Schedule Parameters and Schedules for initial SVRT Revenue Service and any subsequent changes thereto. Such coordination will be addressed according to the following process:

- a. BART will provide to VTA a draft of any proposed Schedule Parameters and Schedules as soon as practicable after development thereof.
- b. VTA will provide any comments on the proposed Schedule Parameters and Schedules no later than 14 calendar days after VTA's receipt thereof.
- c. With respect to Schedule Parameters only, if the Parties have any disagreement as to the proposed Schedule Parameters then they will work together in good faith to try to resolve such differences. If the Parties are unable to resolve such disagreements, either Party may refer the disagreement directly to the Second Level of dispute resolution process set forth in **Section VII**, provided such request for dispute resolution includes a contemporaneous copy to the receiving Party's Program Manager. If the Parties are unable to reach a timely agreement, BART may implement an interim SVRT Schedule pending resolution of the dispute resolution process.
- d. BART will provide the final official SVRT Schedule to VTA, a minimum of 60 calendar days in advance of the effective date of such SVRT Schedule.

### 4. Revenue Service for Special Events.

BART will treat the SVRT Extension as an integral part of the BART system for purposes of special event planning. As appropriate and if feasible, BART will temporarily modify SVRT Revenue Service for special events according to the same practices and procedures that it uses for similar events for the Core System, and the notice and other provisions of **Section II.D.3** herein will not apply. Upon request by either Party, as necessary, VTA and BART staff will coordinate on development of parameters related to special event trains on the SVRT Extension for that year, such as anticipated upcoming special events, forecasted attendance, event exit coordination strategies, etc. On a regular basis consistent with its then current practice (which, at the time of execution of this Agreement, is weekly), BART will notify VTA of any changes to the number of trains or train lengths that are proposed for each special event ("**Weekly Service Information**"). If VTA has any comments on, or information relating to, the Weekly Service Information, it will provide them to BART within 24-hours of receiving the Weekly Service Information. If either BART's Weekly Service Information or VTA's comments or information results in changes to either Party's transit schedules, then the affected Party will provide the other with a copy of its changed schedule as practicable. Additionally, if BART determines that the operations details of any event are significantly complicated such that BART expects to develop

a separate written plan for service on the SVRT Extension, then BART will coordinate with VTA on the development of that plan.

**5. Service Notifications.**

**a. Planned Adjustments.** Periodically, BART will make planned adjustments to designed train lengths to accommodate changes in peak or off-peak ridership patterns that develop over an extended period of time. When such a periodic change affects service in Santa Clara County, BART will notify VTA as soon as practicable prior to that change, and provide an explanation for the adjustment.

**b. Service Interruptions.** BART's OCC shall notify VTA's OCC of any service interruption to VTA's Stations that lasts, or is expected to last, for more than 30 minutes. Such notification will provide VTA with details and the approximate time of service restoration (if known).

**6. Fares and Ticketing.** BART will be responsible for collection of fares and for determining fare media on the SVRT Extension. The setting and adjustment of fares for the SVRT Extension will be as set forth in **Section V.E.2.**

**E. USE, PERMITTING AND ACCESS - SVRT EXTENSION PROPERTY**

**1. General.**

**a. Responsibility for Control.** Each Party will be responsible for controlling the use and access of its respective Area of Control consistent with the terms of this Agreement and as further set forth in **Section II.A** and this **Section II.E.**

Access and use of property within a Party's Area of Control will be subject to:

- (1) the standards, practices, policies, and procedures of the Party in whose Area of Control such use occurs<sup>1</sup>; and
- (2) the costs, liability and insurance requirements of the Party in whose Area of Control the property use occurs.

Each Party will be solely responsible for issuing permissions, enforcing and conducting oversight over activities occurring within its Area of Control, except as expressly stated otherwise in this Agreement or as may otherwise be agreed between the Parties in writing.

---

<sup>1</sup> Either Party, for example, may condition its approval of uses within its Area of Control on factors such as compliance with its facilities standards and approval of site specific work plans. In addition, BART may also, for example, condition access and use on its approval of track allocation requests, as well as require appropriate BART-required training, safety monitors or equivalent (such as "employees in charge"), security clearances and badges for staff and contractors.

- b. Notification of and Compliance with Third Party Property Rights.** The Parties acknowledge that VTA acquired certain SVRT Extension Property subject to pre-existing Third Party property rights. The Parties will perform their activities under this Agreement in a manner consistent with the known provisions of pre-existing, legally-superior, Third Party property rights. VTA will be responsible for informing BART of any such property rights within BART's easements and other areas where BART may have property rights. VTA will provide BART copies of, or direct electronic access to, document(s) establishing such rights if such documents are available to VTA. Nothing in this paragraph will require BART to conduct a due diligence search on the SVRT Extension Property to determine encumbrances and title exceptions, nor to make efforts to independently obtain copies of documents establishing a Third Party property right (physical or electronic). BART will not be in breach of obligations under this paragraph if it has not received a copy (physical or electronic) of the document from either VTA or a Third Party.

**2. Third Party Access and Use – Permits and Other Access.**

**a. Third Party Uses.**

Each Party will be solely responsible for determining whether a permit, license, right of entry, or other permission or requirement (such as accompaniment of safety monitors) is necessary or appropriate for any Third Party access, use or activity<sup>2</sup> in its Area of Control and, except as set forth below in **Section II.E.2.c**, for issuing the appropriate authorization therefor.

**b. Referral of Third Parties.**

In the event that either Party is contacted by a Third Party regarding permission to conduct activities that will take place wholly or partially in the Area of Control of the other, that Party will, except as provided in **Section II.E.2.c** below, refer the inquiring Third Party to the other Party's Program Manager for issues related to the other Party's Area of Control.

**c. Joint Permitting**

**(1) Third Party Construction Permits in the BART Area of Control**

The Parties will adhere to the following joint permitting process to manage requests from Third Parties for construction permits within the BART Area of Control:

---

<sup>2</sup> This includes minor uses, such as a bolt or other minor appurtenance that extends into the other Party's Area of Control.



- (a) VTA will provide BART with a copy of the full permit application package as soon as practicable following the receipt of a Third Party request to conduct construction activities within BART's Area of Control. Should BART receive a construction permit application directly from a Third Party, BART will provide VTA with a copy such permit application as soon as practicable.
  - (b) Each Party will review and either approve or deny the permit.
  - (c) VTA will be responsible for managing the process to issue such a permit. Any such permit, however, shall only be issued under signature by both Parties.
  - (d) With the exception of routine administrative communications, VTA will promptly provide BART copies of all written communications and materials received from and sent to the permit applicant.
  - (e) Each Party's review and approval or denial of permit requests will be according to such Party's standard practices for reviewing and approving or denying permits, including review times, requests for additional information, costs, deposit requirements, etc.
  - (f) All jointly-issued construction permits will be subject to the provisions in **Sections II.E.1 and II.E.2** herein.
  - (g) Separately from any other cost provision in this Agreement, each Party will be responsible for recovering its own permitting fees and costs directly from the permit applicant, in accordance with its policies, practices and procedures for issuing permits, including the charging of application fees and deposits, as applicable.
  - (h) VTA will inform all construction permit applicants, by including a clear statement either on its permit application form or its website, or through some other appropriate means, that (a) the permitting process will be managed by VTA but will require approval of both VTA and BART, (b) each Party will use its own standards, policies and practices in determining whether to approve or deny the permit and (c) each Party will recover its own fees and costs from the permittee.
  - (i) Except as set forth in **Section II.E.2.c.(2)**., below, this joint permitting process is revocable by either Party in its sole discretion upon no fewer than ninety (90) days' written notice to the other Party. In the event that there are any open permits or permit applications as of the revocation notice date, the Parties will continue to administer such permits and permit applications in accordance with this **Section II.E.2.c.**
  - (j) Changes or clarifications to this joint permitting process may be implemented by Implementation Letter or Administrative Amendment.
- (2) Joint Permitting for Chevron and UPRR. In the event that the Late Recorded Easements to Chevron and UPRR contain provisions for joint permitting by BART and VTA, then the Parties will follow the processes set forth in **Section II.E.2.c.(1)** above. Notwithstanding **Section II.E.2.c.(1)** above, the joint

permitting process will not be revocable in connection with such Chevron and UPRR Late Recorded Easement(s), unless agreed to by the Parties and the easement holders in writing.

- (3) Other Specific Agreements to Use Joint Permitting. The Parties may separately agree to use a joint-permitting process on a case-by-case basis where they specifically agree to such in writing.

**d. Specific Third Party Pre-Authorized Access Provisions**

- (1) Routine In-Pipeline Inspections. In order to address concerns of Third Party utility owners, BART acknowledges herein that it will not require a permit for routine inspections occurring wholly within a pipeline, duct bank or other underground casing in BART's Area of Control.

- (2) Chevron and UPRR Access at Certain Areas at Berryessa and Dixon Landing that are Outside the BART Operating Corridor. In recognition of the fact that Chevron and UPRR improvements were relocated as part of SVBX construction and are now currently located within the BART Segment I Easement, BART will, provided that the requirements in subsection (3) below are met:

- (a) Provide Chevron and UPRR with a mutually acceptable means (which may include a key) of obtaining 24-hour per day access to their respective Late Recorded Easement areas that are located within the "Maintenance of Way Access Road" area identified as a "Support Asset" on page 42 of **Exhibit A**, the O&M Maps; and

- (b) Provide Chevron and UPRR with a mutually acceptable<sup>3</sup> means (which may include a key) of obtaining 24-hour per day access to its Late Recorded Easement areas located within the area designated "Pump Station SDL" on This text redacted.

- (3) Access under **Sections II.E.2.d.(1)** and **(2)**, above, must meet all CPUC safety requirements, including but not limited to General Order 175, which requires a safety fence, and be for non-intrusive activities (including inspection) and for emergency response pursuant to the terms of any applicable Late Recorded Easements. BART will not require a separate permit from Chevron and UPRR for the non-intrusive activities described in this paragraph. Nothing in this section will otherwise limit BART's authority to control the use and access of SVRT Extension Property within its Area of Control, including its permitting rights set forth in this **Section II.E**.

---

<sup>3</sup> For purposes of this **Section II.E.2.d**, "mutually" means between BART and Chevron, and/or BART and UPRR.

3. **Access and Use by One Party of the Other Party's Area of Control.**

a. **General.**

Unless specifically provided otherwise herein, each Party will be subject to the other Party's right to control the access and use of its Area of Control (including its determination of whether a permit, license, right of entry, or other permission or requirement is necessary or appropriate) as described in this **Section II.E.**

Notwithstanding the foregoing, for purposes of this Agreement, if a use or access is granted in **Exhibit D** or pursuant to the Segment I Easement Deed, or in any easement, license or other separate written agreement regarding use of the SVRT Extension, such use or access will be governed by and will only be subject to the conditions set forth in such instrument and will not be subject to additional conditions pursuant to **Section II.E.1**, herein, unless such conditions are specifically incorporated therein and such use will not require an additional permit, license, right of entry, right or other permission.

b. **Construction.**

Each Party will obtain a permit from the other for any construction activities, including the installation of any permanent or temporary facilities such as retail, advertising, artwork, etc., undertaken by the Party (including its employees, contractors, subcontractors or agents) within the other Party's Area of Control.

c. **Non-Intrusive Activities in Publicly Accessible Areas.**

Each Party may enter areas authorized for public use within the other Party's Area of Control to conduct non-intrusive activities related to the implementation of this Agreement (such as visual inspection) that could be undertaken by members of the general public without a permit. Neither Party may require the other to obtain a permit for undertaking such activities; however, VTA shall send BART an e-mail in advance to the address(es) provided by BART's Program Manager when conducting non-intrusive activities within any Station Building and BART shall notify VTA's Program Manager when conducting any planned inspection of the Transit Center. BART will allow VTA entry behind the fare gates within any Station Building upon proof of identification and an explanation of the purpose and duration of the requested access to the Station Agent. BART may also require that VTA staff log in and/or provide proof of this right of access. VTA will not be required to purchase a ticket to obtain such access behind the fare gates for the purposes described herein.

d. **VTA Access to Non-public Areas within BART's Area of Control.**

VTA shall coordinate with the BART Program Manager to gain access to any non-public areas within BART's Area of Control. BART, in its sole discretion, will

determine whether a permit or other authorization, or the presence of safety monitors or other personnel or conditions, will be required for such access. Notwithstanding the foregoing, the Parties herein agree that VTA will be permitted to access and use certain portions of BART's Area of Control as described in **Exhibit E** in accordance with the terms and conditions set forth therein.

**e. Condition of "BART Access Roads" within VTA's Area of Control.**

VTA will provide BART with a mutually acceptable means (which may include a key) of obtaining 24-hour per day, 7-days per week access to BART's Area of Control across roads to be used by BART within VTA's Area of Control ("**BART Access Roads**"). BART Access Roads that are subject to requirements in the BART Facilities Standards, Standard Specifications ("**BFS**") must conform to such BFS requirements. VTA will be responsible for ensuring that any improvements, repairs or maintenance on any BART Access Road will not make a road that is currently BFS-compliant to be non-compliant with any BFS requirements. Nothing in this **Section II.E.3.e**, however, will be deemed to (i) require VTA to upgrade BART Access Roads to BFS standards if such upgrades are not currently required on similar facilities in the Core System; or (ii) supersede the procedures for, and obligations of, VTA to acquire additional property rights as set forth in **Section III.A**.

**f. Permit Fees.**

VTA will not charge BART any fees or costs for permits or other authorizations required or requested by BART for purposes of carrying out BART's obligations under this Agreement. BART will not charge VTA a permit application fee for any permit requested by VTA for purposes of carrying out VTA's obligations under this Agreement but otherwise may charge VTA for all other costs associated with issuing and implementing any permit issued to VTA or its employees, agents and contractors and BART may charge VTA for costs associated with obtaining a permit or other authorization from VTA. Other BART fees and costs associated with any VTA impacts to, use of, or access to the BART Area of Control that are not provided for by a permit, separate agreement or otherwise in this Agreement, will be deemed to be Non-Routine O&M Costs and will be separately reimbursed by VTA in accordance with **Section V.B.3** herein.

**g. Issuance of Permits or Consents to Enter.**

Neither Party will unreasonably withhold or delay issuance to the other of any permit, license, right of entry, or other permission for access and use as set forth in this **Section II.E.3**. For purposes of this **Section II.E**, a Party will be deemed to be acting reasonably if it acts in accordance with its standards, practices, policies, and procedures or in accordance with the professional opinion of one of its executive managers as to safety and operations decisions.

4. **Miscellaneous Uses of SVRT Extension Property.**

a. **Hazardous Materials.**

(1) **BART.** BART will not generate, use, store, dispose or release Hazardous Materials, as defined in **Exhibit L**, on SVRT Extension Property unless such Hazardous Materials are generated, used, stored, disposed of or released:

(a) in the performance of its obligations under this Agreement (for example lawful levels of exhaust from maintenance vehicles, or brake dust from Revenue Vehicles);

(b) in compliance with all applicable laws and regulations; and

(c) in compliance with the terms and conditions of this Agreement.

(2) **VTA.** VTA will not generate, use, store, dispose, disperse or release Hazardous Materials on the SVRT Extension Property unless such Hazardous Materials are used in compliance with: (i) all applicable laws and regulations, and (ii) the terms and conditions of this Agreement.

(3) Each Party's liability and indemnification obligations for Hazardous Materials on the SVRT Extension are set forth in **Section IX** of this Agreement.

b. **Marking Subsurface Installations.**

In response to excavation notification from DigAlert, USA North or any other similar regional notification center, each Party will be responsible for marking the approximate location of subsurface SVRT Facilities that it operates and maintains as required by California Government Code Section 4216. Where both BART and VTA are deemed to be "operators" as defined by California Government Code Section 4216(h), then BART will be responsible for marking subsurface SVRT Facilities that it operates and maintains.

5. **Safety Requirement.**

Nothing in this **Section II.E** shall be deemed to allow any person or entity to enter BART's Operating Corridor without specific permission from BART and confirmation that BART trains are being held and/or third rail power is turned off.

## F. EMERGENCY RESPONSE, SECURITY AND POLICING

### 1. Emergency Response.

Each Party will provide emergency response and coordination in accordance with its policies, practices, standards and procedures<sup>4</sup>, including allowing appropriate access in its Area of Control to first responders (such as fire, police and medical responders). It is each Party's individual obligation to work with such first responders to meet the obligations of this paragraph.

### 2. Security and Policing.

#### a. Primary Jurisdiction.

- (1) Party Primary Jurisdiction Areas. BART will have primary jurisdiction, and BART's Police Department ("**BART PD**") will be the primary law enforcement agent, within the following areas ("**BART Primary Jurisdiction Area**"): all areas of the BART Area of Control except for in those parts of the Milpitas Station Building designed on the O&M Maps as (a) the "VTA Comm Room," (b) relating to the light rail pedestrian overcrossing ("**POC**"), the "**POC Elevator**," the "POC Elevator Upper Lobby," and the "**POC Elevator Lower Lobby**", and (c) the "**Ground Maint Room**."

VTA will have primary jurisdiction, and VTA's law enforcement agent will be the primary law enforcement agent, within the following areas ("**VTA Primary Jurisdiction Area**"): all areas in the VTA Area of Control and also within those parts of the Milpitas Station Building within the BART Area of Control designed on the O&M Maps as (a) the "VTA Comm Room," (b) relating to the light rail pedestrian overcrossing ("**POC**"), the "POC Elevator," the "POC Elevator Upper Lobby," and "POC Elevator Lower Lobby," and (c) the "Ground Maint. Room."

#### (2) Third Party Primary Jurisdiction Area

All Third Party-owned streets, sidewalks and trails in the SVRT Extension that are not identified as being within either VTA's or BART's Area of Control on the O&M Maps will be under the jurisdiction of such Third Party owner.

#### (3) Law Enforcement Standards

BART PD and VTA's law enforcement agent will each provide law enforcement services and respond to incidents in accordance with its respective standards, practices, policies, and procedures.

---

<sup>4</sup> As of the Effective Date, BART's safety procedures and plans include, but are not limited to, BART's Emergency Plan, Fire Manual, and Operations, Rules, and Procedures Manual. As of the Effective Date, VTA's safety procedures and plans include, but are not limited to, VTA's Emergency Operations Plan.

## **b. Cooperation and Coordination**

### **(1) Police Response**

- (a) BART PD and VTA's law enforcement agent will take immediate and prudent actions required to stabilize and preserve crime scenes, protect life and property, locate witnesses, and apprehend suspects for security and/or law enforcement-related incidents, regardless of jurisdiction, consistent with all laws and the terms of this Agreement. Notwithstanding the foregoing, VTA's law enforcement agent must not enter the Operating Corridor until it has received confirmation from BART that trains are held and/or third rail power is turned off. As soon as practicable after a crime scene has been stabilized, BART PD or VTA's law enforcement agent will verify which agency has primary jurisdiction over the incident consistent with **Section II.F.2.b.(2)**, below.
- (b) The Parties agree to participate in incident response in accordance with the Standardized Emergency Management System and the National Incident Management System.

### **(2) Establishment of Jurisdiction**

- (a) As soon as reasonably practicable after a crime scene has been stabilized, BART PD or the VTA law enforcement agent will verify which agency has primary jurisdiction over the incident and each will relinquish the crime scene and investigative responsibility as follows:

  - i. If the crime occurs within the BART Primary Jurisdiction Area, then to BART PD as the primary law enforcement agent.
  - ii. If the crime occurs within the VTA Primary Jurisdiction Area, then to the VTA law enforcement agent as the primary law enforcement agent.
- (b) For incidents that cross jurisdictional boundaries, as soon as reasonably possible after a crime scene has been stabilized, BART PD and VTA's law enforcement agent will jointly determine which Party has primary jurisdiction, consistent with the jurisdictional areas described in this agreement.
- (c) On a case-by-case basis in response to any incident, either Party may assign its primary jurisdiction, including response and investigative responsibilities, to the other Party or to another agency if doing so is in the interest of public safety or law enforcement effectiveness.

**(3) Requests for Service Interruption**

For public safety or law enforcement purposes, VTA's law enforcement agent may request, through the BART PD Integrated Security Response Center ("ISRC"), for BART trains to hold, stop, or be held outside any of the Stations. Consistent with its general practices, the ISRC will advise the BART Operations Control Center of such request and the ISRC will inform VTA's law enforcement agent when the hold is in place. VTA's law enforcement agent will not enter the Operating Corridor or any restricted Support Asset area until it has received confirmation from BART PD that trains are held and/or third rail power is turned off.

**(4) Communications and Information Sharing**

- (a) VTA's law enforcement agent and BART PD will establish communications protocols for use in emergency and non-emergency situations.
- (b) Each Party may request the other Party to provide a copy of its Uniform Crime Reporting ("UCR") reports related to the SVRT Extension. The Party receiving the request should provide the completed and approved UCR report as soon as reasonably practicable.
- (c) The Parties will collaborate and promptly share security-related information concerning potential security threats that could affect each other's operations and/or service. The Parties agree to collaborate on joint training exercises and/or drills related to security of the SVRT Extension.

**(5) Administrative Responsibilities**

Each Party will be responsible for statistical accounting and statutory reporting of criminal offenses occurring in its respective Area of Control.

**(6) Use of Police Zone Facility**

VTA's law enforcement agents may, upon the execution of an Implementation Letter signed by both Parties' General Managers, jointly use the Police Zone Facility together with BART's law enforcement agent. The Parties will coordinate in defining the terms of such joint use and document their specific agreements related thereto in such Implementation Letter.

**c. VTA Law Enforcement Agent.**

The Parties acknowledge that VTA intends to carry out its duties set forth in this **Section II.F** through the services of a Third Party (or Third Parties) who will act



as VTA's law enforcement agent(s). VTA will nonetheless be responsible for the performance of the tasks and duties assigned to it herein and will be responsible for ensuring that any VTA law enforcement agent complies with the terms and restrictions set forth herein. In the event that VTA acquires its own police force, such police force may, in VTA's complete discretion, fulfill the role of the VTA law enforcement agent.

**d. Safety and Security Coordination.**

Upon reasonable request of either Party, the Parties (including, as appropriate, BART PD and VTA's law enforcement agent) will meet to discuss any safety or security questions or concerns related to the SVRT Extension.

**G. RESPONSIBILITY TO MAINTAIN, REPAIR AND REPLACE**

**1. BART's Maintenance Responsibilities.**

BART will provide ongoing maintenance of the BART Area of Control and will be responsible for the ongoing maintenance, repair and replacement of: (i) all Revenue Vehicles, (ii) all SVRT Facilities located in the BART Area of Control except as set forth in **Exhibit B**, (ii) those SVRT Facilities in VTA's Area of Control that are listed as BART's maintenance responsibility on **Exhibit B**; (iii) all software and systems required for BART to perform its duties under this Agreement (wherever located), including, but not limited to, train control, communications, automatic fare collection, antennae, and other electrical, mechanical, track, traction power, fire alarm and fire suppression systems and station computer software; and (iv) any parts, equipment, and non-revenue vehicles owned by BART for the performance of its duties under this Agreement, wherever located.

The standards, practices, policies, and procedures that are used by BART on the Core System will apply to all of BART's responsibilities hereunder. Except as otherwise explicitly set forth herein, BART will have sole authority to make decisions relating to the foregoing maintenance, repair and/or replacement responsibilities.

**2. VTA Maintenance Responsibilities.**

VTA will perform ongoing maintenance of the VTA Area of Control and will be responsible for ongoing maintenance, repair and replacement of: (i) all SVRT Facilities located within the VTA Area of Control except for those listed as BART's responsibility on **Exhibit B**; and (ii) those SVRT Facilities located in BART's Area of Control that are listed as VTA's maintenance responsibility on **Exhibit B**. In addition, VTA shall be responsible for: (i) graffiti abatement of the outside face of the boundary walls, fences and barriers that separate BART's Area of Control from the VTA Area of Control as well as the columns and footings of the elevated trackway over VTA's Area of Control; and (ii) trash removal and weed abatement in the space within the defined Operating Corridor boundaries but outside the face of the delineating fences and walls (see a typical rendering on O&M Map sheet 51).

The standards, practices, policies and procedures used by VTA for like activities on its system will apply to all of VTA's responsibilities hereunder. Except as otherwise explicitly set forth herein, VTA will have sole authority to make decisions relating to the foregoing maintenance, repair and/or replacement responsibilities.

**3. Third-Party Facilities.**

Responsibility for operations and maintenance of Third-Party Facilities is set forth in **Section II.A.4**, herein.

**4. Inspection.**

Each Party shall have the right to inspect any SVRT Facilities maintained by the other upon reasonable notice and in accordance with the permitting and access provisions set forth in **Section II.E** this Agreement. Maintenance monitoring shall be as described on **Exhibit C**, attached hereto and made a part hereof.

The Parties will provide reports and information relating to maintenance, repair and replacement obligations set forth in this **Section II.G** as set forth in **Section VI.B** Reporting/Audits.

**5. Commencement of Maintenance Responsibilities.**

The Parties responsibilities under this **Section II.G** will begin at the commencement of Revenue Service on the applicable Segment of the SVRT Extension as further set forth in **Section II.A.1**.

**6. Maintenance During Initial Contractor Maintenance Period.**

- a. Certain SVRT Facilities ("**Contractor-Maintained Facilities**"), will be subject to maintenance by VTA's SVBX construction contractor (the "**C700 Contractor**") during a preliminary period following the start of Revenue Service on Segment I ("**Contractor Maintenance Period**") in accordance with the terms of VTA's C700 construction contract ("**Contractor Maintenance Responsibilities**"). Said Contractor-Maintained Facilities, Contractor Maintenance Period, and Contractor Maintenance Responsibilities are further identified in **Exhibit P**, attached hereto. C700 Contractor access to the BART Area of Control will be subject to the terms of **Section II.E**. herein.
- b. BART will conduct its maintenance obligations on the Contractor-Maintained Facilities during the Contractor Maintenance Period in recognition of such Contractor Maintenance Responsibilities and BART will make reasonable efforts not to duplicate the same except during Emergencies and to respond to safety concerns. BART will not be liable to VTA for any costs of duplicative work as a result of BART performing any of the Contractor Maintenance Responsibilities.
- c. In the spirit of cooperation, during the Contractor Maintenance Period should BART identify concerns relating to the Contractor Maintenance Responsibilities it

will use reasonable efforts to notify VTA of its concerns, however, BART will not be considered to be in breach of this Agreement for failure to do so.

- d. VTA will indemnify, defend, and hold harmless BART for loss, damages, and liabilities attributable to the C700 Contractor's performance of or failure to perform the Contractor Maintenance Responsibilities.

## 7. Amendment.

The provisions of this **Section II.G** may be amended by Administrative Amendment.

## H. SVRT BUS BRIDGES

### 1. Provision of SVRT Bus Bridges.

- a. **SVRT Bus Bridges: Warm Springs/South Fremont Station and South.** Should BART determine that the implementation of an SVRT Bus Bridge is necessary and that the entire SVRT Bus Bridge will be either: (1) between any number of SVRT Stations, or (2) between any number of SVRT Station(s) and the Warm Springs/South Fremont Station, then VTA will be responsible for providing such SVRT Bus Bridge to connect all affected stations. For each SVRT Bus Bridge, VTA will provide sufficient buses to support planned ridership for passengers to and from the SVRT Extension at the planned bus intervals and to support planned train intervals.
- b. **SVRT Bus Bridges: North of Warm Springs Station.** Should BART determine that the implementation of an SVRT Bus Bridge is necessary and that the SVRT Bus Bridge will be between any number of SVRT Station(s) and any station(s) north of the Warm Springs/ South Fremont Station, then BART will notify VTA and VTA will use all reasonable efforts to contribute as many buses as needed for the entire SVRT Bus Bridge. If VTA determines that it does not have sufficient capacity to provide the buses needed for the SVRT Bus Bridge, then the Parties will work cooperatively to try to fulfill the SVRT Bus Bridge needs.

### 2. Coordination.

- a. **Planned Events.** Except as set forth in **Section II.H.2.(b)**, directly below, BART will notify VTA not less than 30 calendar days in advance of any planned event requiring an SVRT Bus Bridge, including the anticipated date(s) and/or hours for the requested SVRT Bus Bridge (or changes thereto), the estimated passenger capacities, and the names of the stations to be bridged. Thereafter, the Parties shall coordinate to ensure that the SVRT Bus Bridge needs are met.
- b. **Unplanned Events.** For any event requiring an SVRT Bus Bridge where 30 days' advance notice is not possible, BART will notify VTA as soon as practicable after identifying the need for such SVRT Bus Bridge. BART will also inform VTA as soon as practicable of the anticipated date(s) and/or hours for the requested SVRT Bus Bridge, the estimated passenger capacities, and the names of the stations to be

bridged. Thereafter, the Parties will coordinate to ensure that the SVRT Bus Bridge needs are met.

### **3. Miscellaneous.**

- a. **Public Outreach.** BART will conduct all public outreach and dissemination of information for any SVRT Bus Bridge and the associated project, work or other situation responsible for the Bus Bridge in accordance with **Section II.K** herein.
- b. **Security, Crowd Control and Customer Service.** The Parties will provide policing and security during Bus Bridge events in accordance with **Section II.F** herein. In addition, the Party providing SVRT Bus Bridge services will be responsible for on-bus security for any SVRT Bus Bridge services in accordance with that Party's standard policies and procedures. Each Party will be responsible for providing any required crowd control and on-site customer service within each of their respective Area of Control. To the extent practicable, the Parties will coordinate their security, crowd control and customer service with regard to SVRT Bus Bridges.
- c. **Logistics Support.** VTA will provide all logistics support at the SVRT Stations for the Bus Bridge services it provides, such as traffic controls, parking controls and signage, as well as staff needs.
- d. **Permits.** VTA shall be responsible for obtaining all permissions from applicable entities and jurisdictions for any layover space, bus stops, road closures, parking removals and traffic controls that facilitate operation of the SVRT Bus Bridges at SVRT Stations. BART shall be responsible for obtaining all permissions from applicable entities and jurisdictions for any layover space, bus stops, road closures, parking removals and traffic controls that facilitate operation of the SVRT Bus Bridges at Core System stations. The Parties will coordinate to ensure that all SVRT Bus Bridge providers understand the logistics of the service to be provided at each station location.
- e. **Fares.** Neither Party will charge, or allow the charging of, SVRT Bus Bridge fares except if such is allowed and is performed in accordance with current BART standards, policies, practices and procedures.
- f. **Unrelated Bus Bridge Agreements/ Mutual Aid Agreements.** Nothing herein shall be deemed to preclude the Parties from entering into agreements for Bus Bridge services that are not related to the SVRT Extension. Nor shall anything herein be deemed to limit other obligations the Parties may have to each other in connection in with mutual aid agreement(s).

## **I. ELECTRIC POWER SUPPLY AGREEMENTS**

1. **Traction Power Services.** BART will have sole authority to negotiate, enter into, and manage all contracts and agreements for the provision of traction power electrical

service for the SVRT Extension. BART will carry out such authority in accordance with its rights and obligations under applicable state and federal laws and regulations (including California Public Utilities Code Section 701.8), the BART Wholesale Electricity Portfolio Policy, and other applicable laws, regulations, BART policies and agreements.

**2. Station and Ancillary Electrical Services.**

- a. BART will have sole authority to negotiate, enter into, and manage all contracts and agreements for the provision of electrical services for all SVRT Facilities operated and maintained by BART. BART will carry out such authority in accordance with its rights and obligations under California state law (including California Public Utilities Code Section 701.8), the BART Wholesale Electricity Portfolio Policy, and any other applicable laws, regulations, BART policies and agreements.
- b. VTA will have sole authority to negotiate, enter into, and manage all contracts and agreements for the provision of electrical services for all SVRT Facilities operated and maintained by VTA.

**3. BART Electric Service Agreements.** The Parties acknowledge that as of the date of execution of this Agreement, BART is a party to, or is subject to, the following electric service agreements: (a) the California Public Utilities Commission-jurisdictional (“CPUC”) Updated Agreement Between San Francisco Bay Area Rapid Transit District and Pacific Gas and Electric Company for Specified CPUC Jurisdictional Electrical Services (the “BART/PG&E CPUC Agreement”), (b) the Federal Energy Regulatory Commission-jurisdictional (“FERC”) Transmission Interconnection Agreement between the San Francisco Bay Area Rapid Transit District and Pacific Gas and Electric Company (the “BART/PG&E FERC IA”), and (c) other miscellaneous agreements that are necessary to ensure adherence to state law and the above-described agreements (for example, the California Independent System Operator Corporation Fifth Replacement FERC Electric Tariff, several agreements between BART and the Northern California Power Agency, and the several power supply and services contracts managed by BART’s Energy Division).

**4. Other Agreements Between the Parties.** This Section supersedes the provisions contained in any prior agreements between the Parties on this topic including Provision 8.C of Implementation Letter 2012-23 under the Comprehensive Agreement and Provision 8.C of Implementation Letter 2012-24 under the Comprehensive Agreement.

## J. COMMUNICATION FACILITIES AND SERVICES

### 1. Wireless Communications Facilities and Services

#### a. **O&M-Required Wireless Communications.**

- (1) **BART Responsibilities.** BART will be solely responsible for and may, in its reasonable discretion and in accordance with its standard practices on the Core System, operate, maintain, repair, replace, modify, supplement or add any wireless communications facilities, including Wi-Fi and cellular facilities and future technologies providing the same or similar services, and appurtenant improvements (including conduit) (collectively, "**Wireless Communications Facilities**") on the SVRT Extension (including on Revenue Vehicles) that it requires to perform its obligations under this Agreement. In addition, BART will be solely responsible for providing, itself or through agreements with vendors, Wi-Fi and/or cellular service, including service on future technologies providing the same or similar services (collectively, "**Wireless Communications Services**") as needed for BART to perform its obligations under this Agreement. Some of examples include, but are not limited to, Wireless Communications Facilities and Services needed for train control, train communications, Railroad Intrusion Devices ("**RIDS**"), digital communication, scheduling, rostering, ticketing, on train passenger information systems, on train passenger Wi-Fi, police communications, security systems, predictive and preventative maintenance, etc.

Included within these responsibilities is the responsibility that to the extent that Wireless Communications Services are provided to persons within the BART Area of Control (including on Revenue Vehicles), BART will be responsible to provide such services and for installing any Wireless Communications Facilities needed for the provision of such services and for any operation, maintenance, repair and replacement of such facilities and services.

- (b) **VTA Responsibilities.** VTA will be responsible for installing, operating, and maintaining all Wireless Communications Facilities and Services that it needs to perform its obligations under this Agreement.

To the extent that Wireless Communications Services are provided to persons within the VTA Area of Control, VTA will be responsible for providing such services and for installing any Wireless Communications Facilities needed for the provision of such services and for any operation, maintenance, repair and replacement of such facilities and services.

VTA will not permit any Third Party to use Wireless Communications Services installed, operated or maintained by BART, whether within or outside the BART Area of Control, without BART's prior consent.

**b. Commercial Wireless Communications.**

VTA retains the right to provide, or enter into agreements with vendors to provide, commercial Wireless Communications Services on the SVRT Extension provided that such agreements do not materially limit or interfere with BART's ability to meet its responsibilities set forth in **Section II.J.1.a.(1)** and provided that VTA complies with the non-interference and access requirements **Section II.J.1.d** below.

BART may not sell excess capacity on Wireless Communications Facilities in the BART Area of Control, except on Revenue Vehicles, without VTA's express written consent, which permission may be withheld in VTA's complete discretion.

**c. Revenue Vehicles.**

Notwithstanding any other provision of this Agreement, BART will be solely responsible for installing, operating, maintaining and providing all Wireless Communications Facilities and Services, for any purpose, on Revenue Vehicles.

**d. Non-Interference/Limitations.** The following will apply to any Wireless Communications Facilities and Services provided or permitted by VTA in connection with the SVRT Extension, whether for purposes of performing its O&M duties or for commercial or other purposes:

(1) VTA shall ensure that radio frequency design provisions and interference/intermodulation procedures support the needs of the SVRT Extension and do not interfere with the Wireless Communications Services and Facilities provided by BART for the SVRT Extension and the Core System.

(2) Any Wireless Communications Facilities or Services, including construction, operation, maintenance, repair or replacement thereof, will not cause any material physical interference with: (a) BART operations; (b) BART's use of the property within the BART Area of Control including, but not limited to, the free and safe flow of patrons, trains and traffic, or (c) BART construction, maintenance or operations work, nor will it interfere with any prior environmental clearances or exemptions or exclusions obtained by or relied upon by BART in connection with SVRT Extension.

(3) Any Wireless Communications Facilities or Services shall not result in any Radiofrequency Interference or Electromagnetic Interference with any BART operations activities. As used herein, "Radiofrequency Interference" ("RFI") or "Electromagnetic Interference" ("EMI") is a disturbance that affects the performance of another service or device in the use of the radiofrequency spectrum.

(4) All Wireless Communications Facilities shall be designed and operated in a manner that avoids material physical interference and RFI/EMI with the

existing telecommunications systems on any SVRT Extension Property and shall be coordinated with any operations systems, such as train control systems, that are currently operated or will be constructed.

- (5) To the extent that any VTA provided, or VTA-vendor provided, commercial Wireless Communications Services serve BART patrons on the SVRT Extension, such services shall be compatible with the wireless communication services provided by BART on the Core System and shall provide a seamless interconnection for BART patrons.
  - (6) VTA shall not take any action or enter into any separate agreement(s) with Wireless Communication vendors that would materially hinder or degrade, physically or technically, either (a) BART's ability to construct, operate, maintain, repair or replace the Wireless Communication Services it needs to meet its obligations under this Agreement, or (b) any Wireless Communication Services that BART is providing to its riders.
  - (7) Any access required by VTA in the BART Area of Control in connection with any Wireless Communications Facilities and Services will be subject to the requirements in **Section II.J.3** below.
- e. **Coordination to Prevent or Terminate Interference.** Prior to VTA installation of any Wireless Communications Facilities and/or Services on the SVRT Extension, upon VTA's request, BART will provide necessary information in its possession (to the best of the knowledge of the BART Manager of Communications or equivalent), or exclusively available to BART from a Third Party, in order to facilitate VTA's compliance with applicable provisions of **Section II.J.1.d**. In the event that VTA Wireless Communications Facilities or Services result in RFI or EMI to BART's O&M Operations, the Parties will promptly coordinate to cause the interfering equipment to suspend or alter its operations to the extent necessary to eliminate the interference. Such coordination shall give priority to BART operational needs.

## 2. Fiber Optic

### a. **O&M Required Fiber Optic.**

- (1) **BART Responsibilities.** BART will be solely responsible for and may, in its reasonable discretion and in accordance with its standard practices on the Core System, modify, supplement or add all fiber optic facilities, including future technologies providing the same or similar services, and appurtenant improvements, including conduit (collectively, "**Fiber Optic Facilities**") on the SVRT Extension (including on Revenue Vehicles) that it requires to perform its obligations under this Agreement. In addition, BART will be solely responsible for providing, itself or through agreements with vendors, fiber optic



communications services, including service on future technologies providing the same or similar services, and appurtenant improvements, including conduit, (collectively, "**Fiber Optic Services**") as needed for BART to perform its obligations under this Agreement.

BART shall be responsible for operating and maintaining, repairing and replacing all Fiber Optic Facilities and Services that it requires for its duties under this Agreement, including, but not limited to, those needed for train control, train communications, Railroad Intrusion Detection System ("RIDS"), digital communication, scheduling, rostering, ticketing, on train passenger information systems, on train passenger Wi-Fi, police communications, security systems, predictive and preventative maintenance, etc.

Included within these responsibilities is the responsibility that to the extent that Fiber Optic Services are provided to persons within the BART Area of Control (including on Revenue Vehicles), BART will be responsible for providing such services and for installing any Fiber Optic Facilities needed for the provision of such services and for any operation, maintenance, repair and replacement of such facilities and services.

- (2) VTA Responsibilities. VTA will be responsible for installing, operating, and maintaining all Fiber Optic Facilities and Services that it needs to perform its obligations under this Agreement.

**b. Commercial Fiber Optic.**

VTA retains the right to provide, or enter into agreements with vendors to provide, commercial Fiber Optic Services on the SVRT Extension provided that such agreements do not limit or interfere with BART's responsibilities set forth above in **Section II.J.2.a.(1)** and provided that VTA complies with the non-interference and access requirements in **Section II.J.2.d** below.

BART may not sell any excess capacity on the Fiber Optic Facilities in the BART Area of Control without the express written permission of the VTA, which permission may be withheld in VTA's complete discretion.

**c. Revenue Vehicles.**

Notwithstanding any other provision of this Agreement, BART shall be solely responsible for installing, operating, maintaining and providing all Fiber Optic Facilities and Services, for any purpose, on Revenue Vehicles.

- d. Non-Interference/Limitations.** The following shall apply to any Fiber Optic Facilities and Services provided or permitted by VTA in connection with the SVRT Extension, whether for purposes of performing its O&M duties, or for commercial or other purposes:

- (1) VTA shall ensure that Fiber Optic Facilities and Services do not interfere with the needs of the SVRT Extension and do not interfere with those provided by BART for the SVRT Extension and on the Core System.
- (2) Any Fiber Optic Facilities or Services, including any construction, operation, maintenance, repair or replacement thereof, shall not materially physically interfere with BART operations or BART's use of the property within the BART Area of Control including but not limited to the free and safe flow of patrons, trains and traffic, and to BART construction, maintenance or operations work, nor shall it interfere with any prior environmental clearances or exemptions or exclusions obtained by or relied upon by BART.
- (3) To the extent any VTA provided, or VTA-vendor provided, commercial Fiber Optic Services serve BART patrons on the SVRT Extension, such services shall be compatible with the Fiber Optic services provided by BART on the Core System and shall provide a seamless interconnection for BART patrons.
- (4) Any access required by VTA in the BART Area of Control in connection with any Fiber Optic Facilities and Services will be subject to the requirements in **Section II.J.3** below.

**3. Access Related to Wireless Communications/Fiber Optic.**

To the extent that either Party needs to access the other Party's Area of Control to exercise the rights or perform the duties described herein, then each Party will follow all use, access and permitting requirements required under this Agreement including those set forth in **Section II.E.**

**4. Other Agreements.**

Nothing herein will be construed to limit: (a) either Party's right and ability to enter into any agreements, commercial or otherwise, related to Wireless Communications Services or Fiber Optic Facilities outside of the SVRT Extension, or (b) BART's right or ability to install Wireless Communications Facilities or Fiber Optic Facilities on any Revenue Vehicle; or (c) the Parties' ability to agree, in a separate agreement with its own terms and conditions, and which may include revenue sharing provisions, for BART to include the SVRT Extension into any Systemwide commercial agreements related to Wireless Communications Facilities and Services and/or Fiber Optic Facilities and Services.

**K. PUBLIC COMMUNICATIONS**

**1. Information to the Public.**

Unless otherwise set forth in this Agreement, each Party will be the lead in providing information to the public, including responding to complaints, concerns and comments,

related to its Area of Control and its responsibilities under this Agreement. For example, BART, as operator of Revenue Service and Station Buildings, will be the lead in providing information on such topics that include, but are not limited to, revenue service schedules, changes to schedules, fares, rules on trains, Bus Bridges and Station Building elevator and escalator availability and will be solely responsible for all announcements in Station Buildings and on Revenue Vehicles. VTA, for example, as operator of the Transit Centers, will be the lead in distributing information on topics that include, but are not limited to, parking, elevator/escalator availability for the Milpitas pedestrian overcrossing, changes to accessibility within the Transit Centers, and On-Extension Special Events in the Transit Centers.

Each Party will have the exclusive right to install and maintain public information displays including, without limitation, electronic electromagnetic and digital displays in its Area of Control. Each Party will be responsible for providing information to the public related to accessibility features or issues and emergency information pertinent to the public's use of its Area of Control, including accessibility and emergency features within the other Party's Area of Control.

To the extent practicable, each Party will refer public inquiries, concerns comments and complaints it receives related to matters for which the other is the lead, to the other Party. Notwithstanding the foregoing: (a) either Party may distribute information related to the other's responsibilities under this Agreement that is published on the other Party's website or contained in a printed material either published by the other Party or transmitted to the other Party specifically for the purpose of communicating with the public; (b) should a member of either Party's board of directors receive a direct comment, complaint or inquiry from the public, such director, through her or himself or through staff, may respond thereto as she or he deems appropriate; (c) responses to Public Record Act requests shall be as set forth below, and (d) inquiries from the press shall always be referred to the lead Party.

In the event of a crisis, the Parties will follow their own crisis management communication procedures under the direction of the Incident Commander (as that term is defined by the Federal Emergency Management Administration).

## **2. Public Records Act Requests.**

Each Party will be solely responsible for responding to requests made of it pursuant to the California Public Records Act or other state or federal public record disclosure laws ("PRA"). Each Party will use best efforts to notify the other each time it receives a formal written PRA request specifically seeking information primarily related to the SVRT Extension and upon request, a Party responding to such a PRA request will provide the other Party with a copy of its response.

**3. Regulatory Reporting and Marketing.**

This section does not apply to regulatory reporting covered under **Section VI.B.3**, Regulatory Reporting or marketing, which will be addressed via separate written agreement.

**4. Administrative Amendment.**

The provisions of this **Section II.K** may be amended by Administrative Amendment.

**L. TITLE VI AND ENVIRONMENTAL JUSTICE**

The Parties will each comply with Title VI and Environmental Justice requirements pertaining to their responsibilities in the SVRT Extension. If a Party receives a Title VI-related complaint that relates to its responsibilities under this Agreement, then that Party will have the authority and responsibility for responding to the complaint. If the complaint relates to the responsibilities of the other Party, then the Party who received the complaint will forward it to the other Party. If the complaint relates to the responsibilities of both Parties, then the Parties will coordinate in responding to the complaint and each will address the issues related to its responsibilities. Each Party will report to the other Party concerning complaints received related to the SVRT Extension and its responses and resolutions.

**M. ACCESSIBILITY MITIGATION**

**1. Obstructions.**

VTA shall provide Access Mitigation Transportation Service, as defined below, whenever: (a) there is an obstruction on SVRT Extension Property that prevents or materially impedes access to and from services offered within a Station Building (for example, due to elevator outages or a blocked or changed pathway to the elevator) (“**Obstruction**”); and (b) BART has determined that the provision of other transportation service for passenger(s) to an alternative access location (“**Access Mitigation Transportation Service**”) is appropriate either: (i) according to then-current standard practices used by BART in the operation of Core System services and facilities, or (ii) according to legal accessibility requirements.

**2. Planned Events.**

Where there is a planned event that will cause an Obstruction (such as scheduled maintenance work), the Party in whose Area of Control the Obstruction will be located will notify the other. If BART thereafter determines that Access Mitigation Transportation Service will be needed, it will notify VTA as soon as practicable after identifying such need. Such notice will include the anticipated date(s) and/or hours for the requested Access Mitigation Transportation Service and the names of the affected

station(s). Thereafter, the Parties will coordinate regarding any changes to planned events that may affect the service needed. When a planned Obstruction is removed, the Party in whose Area of Control the Obstruction has occurred will promptly notify the other Party.

### 3. Unplanned Events.

Where an Obstruction is not planned:

- a. BART will call VTA at the direct telephone number described in **Section II.M.3.(d)** below and will notify VTA of the need for Access Mitigation Transportation Service. BART will provide VTA with the following information:
  - (1) the name of the station agent and telephone number;
  - (2) the name of the pick-up station and the customer's destination station;
  - (3) the customer's location at the pick-up station;
  - (4) the customer's name, a physical description of the customer and any known special needs, such as whether a wheelchair, a service animal or other condition might need to be accommodated.
- b. VTA will provide BART with its estimated arrival time so BART can inform the customer of the wait time.
- c. If either Party anticipates that an unplanned event may extend for more than twenty-four hours, then the provisions of **Section II.M.2** will apply.
- d. VTA will provide BART with a direct telephone number to the person at VTA responsible for dispatching Access Mitigation Transportation Service vehicles. As of the Effective Date of this Agreement, the number is (408) 546-7667. Thereafter, VTA may designate a new number from time-to-time with reasonable advance written notice to BART's Program Manager.

### 4. Alternative Transportation.

If BART calls VTA at the direct telephone number described in **Section II.M.3.d**, above, and there is no response, or if VTA notifies BART that it cannot provide a vehicle to the station within an hour from the time of BART's call, then BART will take steps to secure alternative transportation for the customer. Any such service provided by BART will not reduce VTA's obligation to provide Access Mitigation Transportation Services.

### 5. Costs.

VTA will pay the costs of Access Mitigation Transportation Service that it provides as described in this Section. If BART provides any Access Mitigation Transportation

Service pursuant to **Section II.M.4** above, then VTA will reimburse BART as a Non-Routine Cost.

## **N. PARATRANSIT SERVICES**

All paratransit provided by either Party to persons traveling to, from or within Santa Clara County (“**Santa Clara County Paratransit Riders**”) shall comply with all applicable federal, state and local laws, including the Americans with Disabilities Act or successor legislation thereto. For efficiency and customer convenience reasons, BART will arrange for and manage paratransit service for Santa Clara County Paratransit Riders for portions of their trips that are from the Warm Springs/ South Fremont Station and north, and VTA will arrange and manage paratransit service for Santa Clara County Paratransit Riders for trips, or portions of their trips, that are from the Warm Springs/ South Fremont Station and south. VTA will be responsible for all of BART's costs relating to paratransit obligations attributable to Santa Clara County Paratransit Riders in accordance with the provisions set forth in **Section V**.

### **1. Regional Coordination.**

VTA and BART staff will participate in regional paratransit coordination activities with the goal of general consistency of paratransit services, including regional emergency paratransit coordination and planning, each according to their standard practice.

### **2. Regional Transfers.**

For paratransit trips requiring a transfer between the VTA and BART paratransit service providers, the Parties will coordinate to ensure that a continuous trip is scheduled by one of the Parties, as provided below, and is provided to each rider.

- a.** During the “Initial Period” (defined in **Section II.N.2.d**, below), calls received by VTA from Santa Clara County Paratransit Riders who request a trip that will require a transfer between the BART and VTA paratransit service providers will be transferred to BART’s Regional Trip Coordinator who will be responsible for scheduling a continuous trip for the rider. BART’s Regional Trip Coordinator will establish the meet time window.
- b.** After the Initial Period, VTA will be responsible for scheduling a continuous trip for calls received from Santa Clara County Paratransit Riders. The meet time windows will be established by mutual agreement between the Parties' Regional Trip Coordinator(s) or paratransit provider(s), as applicable. This paragraph will not apply if the Parties agree in writing to an alternative coordination process.
- c.** The Parties will use Warm Springs/ South Fremont BART Station as the regional transfer location for paratransit riders transferring between the Parties’ paratransit providers. Neither Party’s paratransit provider shall depart from this or any

regional transfer location nor offload any transferring rider until the other Party's paratransit provider has arrived and completed the transfer of the rider.

- d. For purposes of this **Section II.N.2**, the "**Initial Period**" will be the period from the Effective Date of this Agreement to the earlier of: (i) the date that VTA's current paratransit agreement terminates, including as it may be extended under the currently existing options to renew (the last of which is set to expire on June 30, 2025), but not including any additional options that may be added after the Effective Date of this Agreement; or (ii) a date that is no later than 120 days after the VTA Board of Directors votes to amend the current paratransit agreement to expand the scope of services, which expansion of scope increases VTA's cost under its paratransit agreement by \$100,000 or more.

### **3. Amendment.**

The Parties may make minor changes to this section by Administrative Amendment.

### **4. Costs.**

During the Initial Period, VTA will pay BART five thousand dollars (\$5,000.00) at the beginning of each fiscal year for its annual share of the costs of the Regional Trip Coordinator for those services described in **Section II.N.2.(a)**. The foregoing payment will be adjusted proportionally for any period during the Initial Period that is less than a full fiscal year.

## **O. RETAIL ACTIVITIES**

### **1. BART Area of Control.**

- a. Subject to, and in compliance with, the use, permitting and access requirements described in **Section II.E**, VTA will have the right to enter into agreements to allow Third-Parties to engage in retail activities within the BART Area of Control. Such retail activities must comply with any then-current BART standards, practices, policies and procedures related to retail and will be subject to BART's prior written consent issued to such Third Party in accordance with **Section II.E**. VTA shall be responsible for managing the retail activities that it conducts, and that it has contracted with Third Parties to conduct, within the BART Area of Control. Notwithstanding the foregoing, BART will be solely responsible for enforcing with the retailer any permit or written consent that BART issues.
- b. Any advertising in connection with retail must be consistent with **Section II.Q**. BART will not be required to engage in retail activities on the SVRT Extension.

**2. VTA Area of Control.**

VTA will have the exclusive right to conduct and manage retail activities in the VTA Area of Control.

**3. Separate Agreements.**

Nothing herein prohibits the Parties from entering into a separate agreement to include the SVRT Extension as part of a BART retail agreement or franchise.

**P. ON-EXTENSION SPECIAL EVENTS**

Consistent with **Section II.E** of this Agreement: (a) BART will be responsible for authorizing, permitting and managing all On-Extension Special Event activities occurring within BART's Area of Control; and (b) VTA will be responsible for authorizing, permitting and managing On-Extension Special Event activities occurring within VTA's Area of Control.

The Parties will notify each other no later than five business days prior to authorizing any On-Extension Special Event that could, either directly or indirectly, affect the safety, security, operations or maintenance of the other Party's Area of Control. Where a Party determines that an activity proposed by the other Party may affect the safety, security, operations or maintenance within its Area of Control, it will notify the other Party of this determination and the Parties' Program Managers will confer to address the concern. In accordance with **Section V.B.3** of this Agreement, BART will be entitled to reimbursement for costs it incurs in addressing impacts from activities permitted in the VTA's Area of Control.

**Q. ADVERTISING**

**1. Third Party Advertising Agreements.**

Subject to the use, permitting and access requirements in **Section II.E** and the Third-Party Agreement provisions in **Section VI.D** and other requirements set forth herein, and except for on or within SVRT Revenue Vehicles (see **Section II.Q.2** below) or as otherwise agreed by the Parties, VTA will have the exclusive right to enter into agreements for the installation of advertising, together with advertising infrastructure, within the BART Area of Control. Advertising within the BART Area of Control must comply with any current BART standards, practices, policies and procedures related to advertising, including any current BART advertising content guidelines that may be in effect. If there is a question as to whether any advertising content may violate such policies or practices, VTA or its advertiser will be required to refer such advertisement to BART for BART's prior approval.

In addition to following the above requirements, the Parties agree to make good faith efforts to inform each other's Program Manager in the event that the informing party, in its discretion, determines that content of proposed advertising on the SVRT



Extension might be controversial, prior to the posting of the advertisement. The Parties will also make good faith efforts to inform each other's Program Manager whenever the informing Party receives a written complaint regarding the content of advertising that is currently posted in the SVRT Extension.

**2. Revenue Vehicles.**

All advertising in and on SVRT Revenue Vehicles shall be contracted for, installed, operated and managed by BART and be subject to current BART standards, practices, policies and procedures regarding advertising.

**3. Advertising Infrastructure.**

All advertising infrastructure in the BART Area of Control will require a permit from BART. Subject to, and consistent with, the terms of any such permit, if BART provides cleaning of advertising infrastructure on the Core System pursuant to its then-current practices, then BART will provide a similar level of cleaning of advertising infrastructure located in the BART Area of Control. VTA, or its advertising contractor, licensee or franchisee, will be responsible for all other maintenance of such infrastructure located in the BART Area of Control and for changing or updating advertisement displays.

**4. No Interference.**

Neither this Agreement nor any Third Party advertising agreement or franchise entered into by BART will be deemed to limit VTA's rights to advertise on the SVRT Extension outside of BART's Area of Control and neither this Agreement nor any Third Party advertising agreement or franchise entered into by VTA will be deemed to limit BART's rights to advertise outside of the SVRT Extension or on SVRT Revenue Vehicles.

**5. Public Safety Hazard.**

Notwithstanding any other provision of this Agreement, if in BART's sole opinion any element of advertising located within the BART Area of Control presents a safety hazard to customers, staff or others, BART may take steps, or request VTA to take steps, including but not limited to relocating or removal of the advertising necessary to alleviate such risk.

**6. Apportionment of Revenue.**

Revenue from advertising on the SVRT Extension and SVRT Revenue Vehicles purchased by VTA will be apportioned as set forth in **Section V** of this Agreement.

7. **Systemwide Agreements.**

Nothing in this Section shall be deemed to prohibit the Parties from entering into a separate agreement to include SVRT Stations in a BART Systemwide advertising agreement/franchise or to include BART Core System in a VTA advertising agreement/franchise. Any such agreement will be memorialized in writing and be subject to its own terms and cost and revenue provisions.

**R. PHOTOS AND VIDEOGRAPHY**

1. BART will be responsible for permitting and managing all photo and videography activities (which shall include television and motion picture filming) within the BART Area of Control. VTA will be responsible for managing all photo and videography activities within the VTA Area of Control. Any Third Party desiring to conduct photo and videography activities that will occur both within the BART Area of Control and the VTA Area of Control will be required to obtain permits from both Parties. Permits will be issued in accordance with **Section II.E** herein.
2. Subject to any proprietary or legal restrictions or safety concerns, each Party, upon request, agrees to provide the other with a copy of all photographs and video content that it receives as a result of any photo and videography activities on the SVRT Extension.
3. The sharing of revenue received for all photo and videography performed within the SVRT Extension will be addressed in a separate agreement between the Parties.

**S. EXPRESSIVE ACTIVITIES**

1. **BART Area of Control.**

Expressive Activities in the BART Area of Control shall comply with BART's then-current policies related to Expressive Activities. BART will be solely responsible for authorizing, permitting and managing all Expressive Activities within its Area of Control.

2. **VTA Area of Control.**

Expressive Activities within the VTA Area of Control will comply with VTA's then-current policies related to Expressive Activities. VTA will be solely responsible for authorizing, permitting and managing Expressive Activities within its Area of Control.

3. **Both Parties' Area of Control.**

Any Third Party desiring to conduct Expressive Activities that will occur both within the BART Area of Control and the VTA Area of Control will be required to obtain permits from both Parties. Permits will be issued in accordance with **Section II.E** herein.

## T. PASSENGER SURVEYING / RESEARCH ACTIVITIES

Each Party shall be responsible for authorizing and managing all requests to conduct surveys and research within its Area of Control including requests originating from BART, VTA, and/or any Third Party. The Party receiving such request ("**Receiving Party**") will review and evaluate the request using its then-current standards, practices, policies and procedures and shall be responsible for issuing any appropriate written or other authorizations for approved survey and research activities. The Receiving Party will notify the other no fewer than five business days in advance of any Third Party survey or research activity to be conducted in the Receiving Party's Area of Control.

The provisions of **Section II.T** may be amended by Administrative Amendment.

## U. ARTWORK

### 1. General.

During the term of this Agreement, each Party will be responsible for permitting artwork within its Area of Control in accordance with **Section II.E**, Use, Permitting and Access. Artwork installed by either Party shall not affect the safety, security, operations or maintenance of the SVRT Extension. BART will not be obligated to install any artwork on the SVRT Extension.

### 2. Care of Artwork.

VTA will be responsible for all care of artwork in the VTA Area of Control. For artwork in the BART Area of Control, BART will perform routine maintenance and repair of such artwork, consistent with BART's practices for artwork on the Core System ("**Routine Art Care**"). For purposes of this Agreement, Routine Art Care will include replacement of the Art Tiles at the Milpitas Station.

BART will not be required to provide notice to artists before performing any Routine Art Care. Notwithstanding the foregoing, where time permits, BART will make reasonable good faith efforts to notify the artist at least 20 calendar days prior to authorizing any repair or replacement of broken Art Tiles in the Milpitas Station, unless the Parties agree otherwise in writing.

If either Party determines that any VTA-owned artwork in the BART Area of Control requires any maintenance or repair exceeding that included within BART's Routine Art Care or that any such artwork needs any specialized care or conservation, or needs to be relocated or removed (collectively "**Specialized Art Care**"), the Parties will coordinate to allow for the performance such activities. Nothing herein shall be deemed to obligate BART to perform Specialized Art Care without further agreement of the Parties. If the Parties agree that BART will undertake such Specialized Art Care, the scope and cost reimbursement therefor shall be set forth in an Implementation Letter or other agreement. If the Parties determine that VTA or a Third Party should undertake

such activities, such work will be subject to the Access and Permitting provisions of this Section.

**3. Installation of Artwork in BART Area of Control.**

If VTA or any Third Party desires for artwork to be installed in any portion of the BART Area of Control in addition to the artwork existing as of the start of Revenue Service, such artwork will be subject to permitting and access provisions described in **Section II.E** herein. BART may condition any permission to allow installation of such artwork on factors that include, but are not limited to, the following: (a) VTA having secured from the artist(s) the ability for BART to use images of the artworks with the same rights as those secured by VTA, and/or (b) VTA having secured from the artist(s), on behalf of BART, sufficient copyrights and waiver of moral rights which BART has reasonably deemed necessary for the performance of its operation and maintenance duties in the BART Area of Control. The Parties will determine the appropriate party for installation of such VTA-requested artwork on a case-by-case basis. VTA will consult with BART as part of the planning and designing of any such artwork to allow the artwork to be designed in a manner and with an identity consistent with current BART policies and practices concerning artwork on the Core System. In addition, such artwork shall not affect the safety, security, operations or maintenance of the SVRT Extension and shall meet BART's policies and standards relating to maintaining BART's identity at the Station Buildings.

**4. Damage.**

If BART's staff determines that VTA-owned art in BART's Area of Control is damaged and cannot be repaired through BART's Routine Art Care, then BART will notify VTA as soon as practicable. In no event will BART be held liable for any damages to artwork associated with any delay or failure of BART to provide notice under this **Section II.U.4**. Thereafter, the Parties will coordinate appropriate Specialized Art Care consistent with **Section II.U.2** above.

**5. Public Safety Hazard/Removal.**

Notwithstanding any other provision of this Agreement, if, in BART's sole opinion, any element of artwork located within the BART Area of Control presents a safety hazard to customers, staff or others, BART may take steps, including but not limited to relocating or removal of the artwork, necessary to alleviate such risk. In addition, the Parties may agree that VTA will undertake the actions required to alleviate the safety hazard. To the extent possible without risking injury to staff or others, BART will coordinate with VTA prior to removal or relocation of artwork in the BART Area of Control.

**6. Artist Rights.**

Any Party or Third Party that owns or installs artwork on the SVRT Extension will be responsible for ensuring that it has obtained sufficient rights, or waiver of rights, sufficient to allow the Parties to perform their duties under this Agreement. This includes without limitation, protection against claims by any artist or Third Party for infringement of patents, copyrights, trademark, trade dress or other proprietary right or for claims related to violations of moral rights.

**7. Indemnification.**

As part of VTA's indemnity obligations under this Agreement, VTA agrees, to the extent permitted by law, to indemnify, defend and hold BART harmless against any claims brought against BART related to any violation of intellectual property or moral right in connection with any art purchased or installed by VTA or claims resulting from not having obtained the rights set forth above in **Section II.U.6.**

**V. USE OF LOGOS, INSIGNIAS AND ROUTE MAPS**

VTA will not use, or permit Third Parties to use, the BART logo or other proprietary images or insignias for any purpose without prior permission from BART.

**III. RIGHT OF WAY ACQUISITIONS/ CONVEYANCES**

**A. ACQUISITION DURING REVENUE SERVICE**

After commencement of Revenue Service on any segment of the SVRT Extension, should either Party need any additional real property rights and/or interests to perform under this Agreement, then VTA will be responsible for acquiring such rights and/or interests and for all costs related thereto.

Notwithstanding the foregoing, BART, in its discretion, may acquire permits and short-term licenses as needed to perform its responsibilities under this Agreement where the costs for such do not to exceed the greater of standard public agency permitting fees and costs or nominal value (as nominal value is defined in Chapter 7 of the 2018 Caltrans Right of Way Manual).<sup>5</sup>

BART's acceptance of any grant of real property rights or interests by easement or other instrument will not be construed as a waiver to seek additional rights or as a guaranty of the adequacy or sufficiency of such easement or instrument for the purposes required by BART.

---

<sup>5</sup> Even though BART may acquire such permits and licenses, the costs for them will still be VTA's responsibility.

## **B. SEGMENT I SPECIFIC EASEMENTS AND OTHER RIGHTS**

### **1. VTA Conveyance of Easements to BART for Segment I.**

#### **a. Description.**

VTA and BART will enter into an easement agreement identical or substantially similar to the easement deed attached hereto as **Exhibit F** (the “**Segment I Easement Deed**”), in which agreement VTA will grant to BART the following easements in gross:

#### **(1) Operating Easements.**

An operating easement (“**Operating Easement**”) for the Segment I “Operating Corridor” (except for those portions of the Operating Corridor not owned in fee by VTA), the “Station Buildings,” the “Support Assets” and the “BART Area of Control with Shared VTA Use Areas” as the same are generally designated and depicted on **Exhibit A**, O&M Maps and more particularly described on those Operating Easement legal descriptions and plats which were provided by VTA to BART on May 22, 2020.

#### **(2) Maintenance Easements**

Maintenance easements (“**Maintenance Easements**”) for those areas within the Transit Centers as they are generally depicted on **Exhibit G**, Maintenance Easement Areas, and more particularly described on those Maintenance Easement legal descriptions and plats which were provided by VTA to BART on May 22, 2020.

#### **(3) Access Easements**

Access easements (“**Access Easements**”) across and through certain portions of VTA-owned real property, as they are generally depicted on **Exhibit H**, Access Easement Areas, and more particularly described on those Access Easement legal descriptions and plats which were provided by VTA to BART on May 20, 2020.

#### **b. Timing of Execution of the Segment I Easement Deed and Amendments.**

- (1) Timing of Recordation of Segment I Easement.** The Parties will execute and record the Segment I Easement Deed prior to the commencement of Revenue Service on Segment I.
- (2) Recordation of Later Acquired Parcels.** It is anticipated that as of the date of execution of the Segment I Easement Deed, VTA will not have yet obtained title to the following parcels of property, which the Parties intend to be included in the Segment I Easement Deed: parcels numbered B006-

003-06C, B2220C-01-01, B2029-01-01, B2250-01-03, B3621-01-01, B3617-01-01, B2140-02-02, and B3062-01-01 as described in the legal and plat descriptions provided to BART pursuant to **Section III.B.1.a**. The Parties will amend the Segment I Easement Deed to include those properties within 180 days of VTA perfecting title thereto or in such other timeframe as agreed by the Parties. Prior to such time, the Parties agree to treat such properties as if they were already included in the Segment I Easement Deed.

- (3) Recordation of Union Pacific Parcels. The Parties further intend that Parcels B006-03-01, B2078-01-01, B006-03-12B, B006-03-24, and B2034-01-01 as described in the legal and plat descriptions provided to BART pursuant to **Section III.B.1.a.(1)** will ultimately be part of the Segment I Easement Deed but will not be added to the BART Operating Easement until after there has been a Late Recorded Easement granted to Union Pacific and approved by BART in accordance with **Section III.D** below ("UP LRE"). The Parties agree to amend the Segment I Easement Deed to include such parcels into the Operating Easement within 180 days of the execution of the UP LRE or within such other timeframe as agreed by the Parties. Prior to such time, the Parties agree to treat such properties as if they were already included in the Segment I Easement Deed.
- (4) No Waiver. Notwithstanding the above, VTA will be responsible for ensuring that it has obtained and conveyed to BART sufficient property rights to allow for Revenue Service on Segment I to commence and BART will not be responsible for any delays in commencement or stopping of Revenue Service on Segment I resulting from insufficient property rights. In addition, any agreement by BART to commence Revenue Service on Segment I will not be construed as a waiver of the timely performance of any of the Parties' rights and/or obligations herein.

## 2. Partial Assignment of Easements for Segment I to BART

- a. In addition to conveying to BART the easements set forth in the Segment I Easement Deed, VTA will partially assign, or offer to partially assign, to BART the easements listed in **Exhibit I**. The form of such partial assignments will be identical or substantially similar to that attached hereto as **Exhibit J**. When approved by BART and recorded, such easements will be referred to as "**Partially Assigned Easements**."
- b. Such assignments will be deemed to be "partial" because, although VTA is assigning to BART the rights set forth therein, the underlying easement provides that VTA may retain its access and use rights thereunder as well as partially assign such rights to certain other specified Third Parties, who may exercise such rights simultaneously with VTA and BART, subject to all legal limitations.

- c. VTA agrees that, after the execution of this Agreement, it will not partially assign an easement listed on **Exhibit I** to a Third Party until after either: (1) BART has accepted VTA's offer of partial assignment in connection with such easement and such assignment to BART has been recorded;; (2) BART has rejected VTA's offer of partial assignment in connection with such easement; or (3) BART has failed to respond to VTA's offer of partial assignment within 15 business days after receipt thereof from VTA.
- d. Within any Partially Assigned Easement, the Parties' O&M roles and responsibilities with respect to each other will continue to be governed by this Agreement.
- e. The timing of the partial assignment of easements will be as set forth in **Exhibit I**. Prior to any partial assignment, the Parties agree, to the extent legally permissible, to treat such easements as if they have already been partially assigned to BART.

**3. Additional Conveyances/ BART Segment I Real Property Rights**

**a. Direct Conveyance of Easement.**

VTA will cause a non-exclusive easement for ingress and egress over real property, depicted as Parcel No. B2159-03 on page 7 of the O&M Maps, to be conveyed to BART by the Alameda County Flood Control and Water Conservation District ("ACFCWCD"). If ACFCWCD is unable or unwilling to directly transfer such easement to BART within thirty (30) days of execution of this Agreement, but conveys an easement to VTA, then VTA will be responsible for assigning or partially assigning the same to BART within 30 days after receipt of an easement to VTA from ACFCWCD.

**b. Contractual Rights Described in Exhibit D.**

In addition to any rights granted to BART through any easements, or assignment of easements or other instruments, the Parties agree, by execution of this Agreement that BART has the right to use those real properties described in **Exhibit D**, subject to the terms and conditions set forth in such Exhibit.

**c. Parcel B2563-06.**

VTA currently holds a license to use the BART Maintenance Bridge Overcrossing as identified as Parcel No. B2563-06B on page 24 of the O&M Maps. In accordance with the terms set forth therein, VTA will partially assign this license to BART using terms substantially similar to **Exhibit J** in a non-recordable form prior to start of Revenue Service.



**d. Additional Easements.**

Because of the specific terms of VTA's vesting documents, the below easements will not be partially assigned to BART. The Parties acknowledge herein that, pursuant to this Agreement, BART will have the legal right to use and enjoy all the rights under the following easements that VTA acquired to be used in the construction and operation of the SVRT Extension:

- Parcel No. B2220A-02 (Santa Clara County Recorder Doc No. 22058659) on O&M Map page no. 25;
- Parcel No. B2222A-02 (Santa Clara County Recorder Doc. No.23864038) on O&M Map page no. 25;
- Parcel No. B2223A-02 (Santa Clara County Recorder Doc. No. 23421399) on O&M Map page no.26;
- Parcel No. B2603A-02 (Santa Clara County Recorder Doc. No. 2014-22528779) on O&M Map page no. 22; and
- Parcel No. B2019A-02 (Santa Clara County Recorder Doc. No. 2015-22938891) on O&M Map page no. 23.

If, at any time, BART is unable to use these easements as necessary to meet its obligations under this Agreement, then VTA must provide BART with alternative access or rights as necessary to allow BART to meet such obligations.

**C. RESERVED BART PARKING SPACES**

VTA will reserve for BART's exclusive use, and BART will have the authority to use, certain designated parking spaces at each Station when it is placed into Revenue Service and other parking spaces as BART may need from time to time to perform its obligations under the O&M Agreement. The determination of the number and location of such parking spaces will be made in accordance with the standards, practices, policies, and procedures used by BART in the operation of the BART Core System.

**D. ENCUMBRANCES OF REAL PROPERTY TO THIRD PARTIES**

**1. Late Recorded Easements in Connection with Relocated Improvements in Segment I.**

**a. Termination of Existing Easements/ Grant of Replacement Easements.**

During SVBX construction, certain Third Party improvements were relocated and are now currently located within the BART Segment I Easement. Some of these improvements were previously maintained and/or were constructed pursuant to existing easements, which existing easements are listed in **Exhibit K**. As a result of the relocation, the existing easements listed on **Exhibit K** need to be terminated and replacement easements need to be granted, which replacement easements will, among other things, reflect the current location of the improvements. Although it

was originally expected that such replacement easements would have been recorded prior to execution and recordation of the Segment I Easement Deed, due to timing constraints, as of the Effective Date it is anticipated that the Segment I Easement Deed will be recorded first. The proposed replacement easements will be subject to prior BART approval in accordance with the process set forth below. When approved by BART and duly executed and recorded, any such replacement easements will be referred to as a "**Late Recorded Easement.**" The replacement easements will be recorded concurrently with the corresponding quitclaims of existing easements.

**b. Process for Review and Approval.**

VTA will collaborate with BART during its negotiations with Third Parties of the proposed Late-Recorded Easements. To the extent that VTA has not previously provided BART with such draft easements prior to the Effective Date, then: (i) VTA will provide BART copies of any existing drafts no later than 30 days after the Effective Date, and (ii) VTA will provide BART copies of any drafts created after the execution of this Agreement within 30 days of such drafts initially being circulated among the parties thereto. BART will provide written comments on such easements or easements agreement within 30 days after VTA presents the same to BART and thereafter each Party will respond to the other's comments in a timely manner.

VTA will not execute any proposed Late Recorded Easement prior to: (i) recordation of the Segment I Easement Deed and (ii) BART approval of such potential Late Recorded Easement as provided herein.

**c. Location.**

BART will not withhold approval of any proposed Late-Recorded Easement on the grounds that the location of the easement is inappropriate, if such location corresponds to the as-built location of the relocated improvement at the time of commencement of Revenue Service;

**d. Changes to Late Recorded Easements.**

VTA will not make any substantive changes to any draft Late Recorded Easement after it has been approved by BART without first obtaining BART's approval of such changes.

**2. Potential Future Grant of Encumbrances.**

The Parties acknowledge that VTA, as property owner, may desire, from time to time, to grant easements, enter into long-term leases, sell property rights, including air rights, or otherwise encumber or dispose of ("**Encumber**" or "**Encumbrance**") SVRT

Extension Property. VTA agrees that it will not make any such Encumbrance if it will be inconsistent with any of the provisions of this Agreement. In addition:

**a. Property Within BART Area of Control.**

Consistent with BART's responsibility to control access to and use of property within the BART Area of Control as set forth in this Agreement, any proposed Encumbrance in any property within the BART Area of Control will be subject to prior written approval from BART's Manager of Real Estate, which approval will not unreasonably be withheld or delayed. For purposes of this **Section III.D.2.a.**, BART will be deemed to be acting reasonably if it acts in accordance with its standards, practices, policies and procedures or in accordance with the professional opinion of an executive manager as to safety and operations decisions. Any grantee under such encumbrance will remain subject to BART's right to control access and use of such property (including the need to obtain a BART permit and/or other authorization) as further set forth in **Section II.E** of this Agreement.

**b. Property Within the Maintenance Easement Area.**

Should VTA desire to proceed with an Encumbrance that will make any change in the use of any property within the Maintenance Easement area, then, VTA will timely notify BART in advance and will meet or confer with BART, upon request and in a reasonable timeframe, to discuss any concerns.

**3. No Waiver of Right to Enjoyment.**

The terms of this **Section III.D** will not be interpreted to waive BART's right to enjoyment of its real property rights under **Section III.B.1** of this Agreement or any easement granted or assigned to BART.

**E. QUITCLAIM UPON TERMINATION OF PROPERTY RIGHTS**

After termination of any easement right provided hereunder, upon request of VTA, BART will provide VTA with recordable quitclaim deeds or other documents mutually acceptable to the Parties evidencing the termination of BART's rights in each of such easements. Such quitclaim deeds will be provided to VTA within sixty (60) days after BART's receipt of complete and accurate quitclaim instruments therefor from VTA. The obligations under this **Section III.E**, will survive the termination of this Agreement.

**F. ENVIRONMENTAL RESTRICTION**

BART acknowledges that certain areas within the Segment I SVRT Extension Property contain hazardous soil that was intentionally encapsulated on site as part of the environmental mitigation required for Phase I construction and which are subject to a Covenant and Environmental Restriction on Property and recorded December 16, 2019 as Santa Clara County Document No. 24358198, and recorded December 19, 2019 as

Alameda County Document No. 2019260443, copies of which are attached hereto as Exhibit M.

**IV. OWNERSHIP, ACQUISITION AND MODIFICATIONS TO EXTENSION FACILITIES, IMPROVEMENTS, EQUIPMENT, PARTS AND MATERIALS**

**A. SVRT EXTENSION**

**1. Ownership.**

Except as otherwise agreed in writing by the Parties:

- a. VTA will own all SVRT Facilities on or affixed to any SVRT Extension Properties.
- b. VTA will own those Revenue Vehicles specified for VTA ownership in the "Agreement Regarding Procurement of Vehicles for the Santa Clara County BART Extension" dated 11/5/2013.
- c. Each Party will own all parts, materials and equipment (including non-Revenue Vehicles and maintenance-of-way equipment) acquired for the SVRT Extension that have been conveyed to it by the other Party by bill of sale or other written form of conveyance.
- d. Each Party will own all parts, materials and equipment that it acquires for the performance of its duties under this Agreement for the SVRT Extension except as follows:
  - (1) VTA will own the Revenue Vehicles described in **Section IV.A.1.b** above and any other Revenue Vehicles purchased for the SVRT Extension to the extent paid for by VTA; and
  - (2) VTA will automatically become owner of all parts, materials, or equipment acquired by BART to perform its duties under this Agreement once they become permanently affixed to any SVRT Extension improvements, facilities, equipment and SVRT Revenue Vehicles.

**2. Acquisition of Parts, Materials, and Equipment.**

Except as otherwise agreed in writing by the Parties, following commencement of Revenue Service:

- a. BART will have the authority and responsibility for acquiring any parts, materials, and equipment, including Non-Revenue Vehicles and Revenue Vehicles, necessary for BART to perform its duties under this Agreement.<sup>6</sup>
- b. VTA will be responsible for acquiring all parts, materials and equipment it needs to perform its duties under this Agreement.

## **B. CORE SYSTEM**

Except as explicitly set forth in this Agreement, following the commencement of Revenue Service, BART will be responsible for acquiring, and will own all Core System improvements, facilities and equipment funded by VTA in connection with the SVRT Extension.

## **C. MODIFICATIONS TO SVRT FACILITIES**

### **1. Authority.**

BART will have the authority to modify or alter all SVRT Facilities and SVRT Revenue Vehicles that it operates and maintains in order to maintain said SVRT Facilities and SVRT Revenue Vehicles in conformance with BART operating needs and system standards.

### **2. BART Alterations.**

To the extent BART makes any permanent additions to the BART Area of Control or alterations to SVRT Facilities according to engineered construction drawings, BART will provide to VTA, as-built plans for any such additions or alterations upon completion thereof. BART will be responsible for determining whether any BART additions or alterations require supplemental environmental review under CEQA or the National Environmental Policy Act ("NEPA") and, if so, will complete such supplemental CEQA review and (in cooperation with the FTA) supplemental NEPA review. For BART Alterations that require supplemental CEQA review, BART will retain absolute and sole discretion to make decisions based upon the results of CEQA review including rejection of the BART Alterations and adoption of alternatives and/or mitigation measures.

### **3. VTA Alterations.**

After BART accepts the SVRT Extension for Revenue Service, should VTA desire to move, remove, modify, add to or put to other use any SVRT Extension equipment, structure, facility or improvement (collectively referred to as "**VTA Alterations**") operated or maintained by BART, VTA shall first obtain written approval from the appropriate and duly-authorized BART representative as confirmed by the BART

---

<sup>6</sup> Even though BART may acquire such items, the costs for them will remain VTA's sole responsibility.

Program Manager. Any such VTA Alterations shall be subject to the access and use requirements set forth in **Section II.E** herein.

VTA will be responsible for determining whether any VTA Alterations require supplemental environmental review under CEQA or the National Environmental Policy Act (“NEPA”) and, if so, shall complete such supplemental CEQA review and, in cooperation with the Federal Transit Administration, supplemental NEPA review at VTA’s sole cost. For VTA Alterations that require supplemental CEQA review BART will retain absolute and sole discretion to make decisions based upon the results of the CEQA review including, but not limited to, rejection of VTA alterations and adoption of alternatives and/or mitigation measures.

**4. Environmental Compliance.**

All alterations referred to in this **Section IV.C** will be in compliance with CEQA, NEPA, as applicable, and/or any other applicable environmental laws.

**D. SYSTEM SOFTWARE**

Unless otherwise agreed to by the Parties, after commencement of Revenue Service, BART will be responsible for purchasing all software associated with the performance of its duties under this Agreement. BART will retain ownership and will have exclusive use and control of all such software and associated licenses.

**V. ONGOING OPERATING, MAINTENANCE AND CAPITAL COSTS AND FUNDING**

**A. GENERAL**

1. VTA will have full financial responsibility for the SVRT Extension and will provide stable and reliable funding for BART’s SVRT-related costs. Ongoing operating, maintenance and capital costs attributable to operation of the SVRT Extension, both those that occur within and outside Santa Clara County, will be VTA’s financial responsibility. VTA’s financial responsibility specifically includes BART’s costs to perform its obligations under this Agreement as well as costs VTA incurs in the performance of its obligations under this Agreement.
2. The Parties intend that costs and revenues will be attributed to the SVRT Extension in a manner consistent with the manner in which costs and revenues are allocated on the Core System.
3. BART’s costs include those it incurs in operating its areas of responsibility for the SVRT Extension as an integral part of the BART system using BART’s operational practices and procedures, without degrading BART’s ability to operate the Core System.

4. Subject to certain limited exceptions set forth herein, VTA's cost responsibility extends to all capital improvements within the SVRT Extension, as well as a proportional share of capital improvements for the BART Core System, as described further herein. The purpose of such investments is to keep the SVRT Extension and the BART Core System operating to BART's operational standards and practices.
5. Nothing in this **Section V** is meant to waive the provisions of Chapter III, Project Costs, of the Comprehensive Agreement. In determining whether an investment qualifies as a "Project Cost" under the Comprehensive Agreement or a Capital Cost under this Agreement, the Parties will ensure that VTA will not be charged twice for the same cost.

## **B. OPERATING AND MAINTENANCE COSTS**

VTA will be financially responsible for operating and maintaining the SVRT Extension as an integral part of the BART system consistent with BART policies, standards, practices and procedures as set forth in this Agreement. O&M costs may be either Routine or Non-Routine, as described in this **Section V**. More specifically, these costs include the following:

### **1. Direct Costs.**

VTA will be responsible for all of BART's O&M costs that are directly attributable to the operation of the SVRT Extension ("**Direct Costs**").

#### **a. Calculation of "Routine" Direct Costs**

- (1) O&M Cost Model. For any Direct Costs that are "**Routine**," in other words, are O&M costs incurred by BART that are directly attributable to the SVRT Extension and are comparable to O&M costs routinely incurred in the operation and maintenance of the Core System, BART will calculate them using the O&M Cost Model.
- (2) Process for Calculating Routine Direct Costs. A detailed description of the O&M Cost Model and process for using it is set forth in **Exhibit N**.
- (3) Revisions to the O&M Cost Model. Any revisions to the O&M Cost Model will be agreed to by the Parties' General Managers or their designees. BART will post any revised O&M Cost Model in a secured, electronic document sharing location on or before a date previously agreed by the Parties. Such revised O&M Cost Model will become effective at the beginning of the following fiscal year.
- (4) Review/Verification of the O&M Cost Model Inputs. VTA will have the right, annually, with each update to the O&M Cost Model calculations, to review and verify the numeric values ("**Inputs**") inserted into the O&M Cost Model for operating expense line items and for Cost Drivers. This

review and verification of Inputs is not intended to be a review of, or result in, structural changes to the O&M Cost Model (such as what items are to be used as Cost Drivers), which are addressed in the following paragraph. In the event of a disagreement between the Parties related to the value of a Cost Model Input, the Parties may jointly retain an independent consultant to help resolve their differences. Such consultant will be chosen from a pre-approved list of consultants selected by the Parties.

- (5) Review of O&M Cost Model Structure. The Parties will, from time to time as described in this paragraph, review the O&M Cost Model structure and applicability of Inputs to determine if revisions are warranted and, if so, will negotiate in good faith to make such revisions. Such review of the O&M Cost Model structure includes items such as: the categories of Cost Drivers, the percentage allocation assigned to each Cost Driver for each expense line item, and whether a particular type of expense should be added or removed from the O&M Cost Model. Unless otherwise agreed by the Parties, such review will occur annually for the first three years following commencement of Revenue Service on Segment I and Segment II and every three years thereafter, and upon commencement of any new extension to, or major capacity expansion of, the BART system. Any change to the structure of the O&M Cost Model will be considered to be a revision to the O&M Cost Model and will comply with **Section V.B.1.a.(3)** above.

## 2. Systemwide Fixed Overhead Costs.

In addition to Direct Costs, VTA will be responsible for a fully-allocated share of BART's "**Systemwide Fixed Overhead Costs.**" Such costs are necessary to the general operation of the BART system, the BART District, and ultimately to the operation of the SVRT Extension.

- a. **Calculation.** As further described in **Exhibit N**, a Systemwide Fixed Overhead Cost formula in the O&M Cost Model will be used to calculate VTA's share of BART's Systemwide Fixed Overhead Costs.
- b. **Review of Formula.** The Parties will conduct an annual evaluation of the Systemwide Fixed Overhead Cost formula in the O&M Cost Model for the first three years following commencement of Revenue Service both on Segment I and Segment II and every three years thereafter to determine if some costs designated as fixed should be considered direct and vice versa. In addition, the Parties will conduct an evaluation of the Systemwide Fixed Overhead Cost formula in the O&M Cost Model upon commencement of revenue service on any new extension to, or major capacity expansion of, the BART System. The Systemwide Fixed Overhead Cost formula may be revised as agreed between the Parties.



### 3. Non-Routine Costs.

a. **Definition/ Examples.** VTA will also be responsible for BART's Non-Routine Costs. "**Non-Routine Costs**" are costs incurred by BART attributable to the O&M of the SVRT Extension that are not comparable to costs routinely incurred by BART in the O&M of the Core System. The following are examples of the types of BART's Non-Routine costs identified as of the Effective Date of this Agreement:

(1) O&M Agreement Administrative Costs. Administrative costs attributable to the implementation of this Agreement that are not comparable to those routinely incurred by BART on the Core System<sup>7</sup>, which costs include, but are not limited to: (a) the cost of the BART Program Manager position and the cost of a full-time equivalent position in BART's Financial Planning Department to the extent that that position is dedicated to implementing the financial provisions of this Agreement; (b) the cost of developing and providing information and reports to VTA, including responding to VTA audits; and (c) costs for coordination activities between VTA and BART, including, but not limited to, developing side agreements, Implementation Letters, and amendments to this Agreement.

(2) Disproportionate Costs. Costs incurred by BART that are: (a) attributable to its performance under this Agreement; and (b) either significantly exceed the upper range of costs for that activity experienced by BART across the Core System, or are unique or atypical of costs routinely incurred by BART for the Core System. VTA will reimburse BART for these costs to the extent that they have not been compensated under the O&M Cost Model or some other agreement between the Parties.

(3) Costs Not Recovered from Third Parties. Costs that BART would otherwise be able to recover from Third Parties but is unable to recover as a result of the terms of this Agreement. An example of such costs is the increased O&M costs within BART's Area of Control that arise out of an activity within VTA's Area of Control, such as added security or janitorial services, which BART would have otherwise been able to recoup from a permittee pursuant to BART's Core System practices and procedures.

#### b. **Process of Calculation and Payment of Non-Routine Costs.**

(1) The method for calculating and paying Non-Routine Costs will be established by the Parties according to the most appropriate method for the particular type of Non-Routine Cost incurred. For example, for an ongoing Non-Routine Cost,

---

<sup>7</sup> By nature, these costs would not be covered within VTA's share of Systemwide Fixed Overhead Costs as calculated using formula for calculating the Systemwide Fixed Overhead Cost Rate set forth in Exhibit N.

a separate charge number set up during the pendency of the cost may be most appropriate; or, for a one-time cost, an end of year payment adjustment may be most appropriate. BART will establish the cost amount by providing a written description of the activity for which the cost was incurred or will be incurred and documenting that:

- (a) the cost has not been (or will not be) paid by VTA as a routine cost, a Capital Cost or pursuant to other agreement between the Parties;
- (b) the cost is not reimbursable by a Third Party,
- (c) the cost has been or will be incurred; and
- (d) the cost is attributable to the O&M of the SVRT Extension.

(2) With respect to Non-Routine administrative costs for additional positions, VTA hereby agrees, via its execution of this Agreement, to pay the cost of the two positions referenced in **Section V.B.3.a.(1)** above. Further, if implementation of this Agreement creates the need for additional Non-Routine positions, the Parties will provide for funding of such positions via Implementation Letter(s). The method of reimbursement for other non-routine administrative costs will be as set forth in **Section V.B.3.b.(1)** above.

#### **4. Costs for Work Outside Scope of this Agreement.**

##### **a. Costs for Additional Services.**

Should VTA request, and BART agree, that BART will provide additional services beyond what are required under this Agreement, such as meeting performance standards higher than BART Core System performance standards or performing operations and maintenance activities in addition to those activities routinely performed in the Core System, such additional services, and payment of associated costs, must be mutually agreed to by the Parties in a separate writing.

##### **b. Costs Associated with Systemwide Agreements.**

Should the Parties agree to include any SVRT Facilities, SVRT Extension Properties or SVRT-related activities in any BART Third-Party Agreement involving the Core System for which BART is not otherwise obligated to include VTA's interests, then the terms related to such inclusion and any associated costs and revenues must be documented in a separate agreement between the Parties. This provision would apply, for example, to an agreement between the Parties to include SVRT Stations in an advertising franchise that BART has entered into for the Core System and to an agreement to include SVRT Facilities in a revenue-generating Wireless Communications agreement.

## C. CAPITAL COSTS

### 1. Financial Responsibility.

VTA will bear financial responsibility for the full ongoing cost of all capital investments for the SVRT Extension and a proportional share of the cost of all capital investments for the Core System (individually or collectively, “**Capital Costs**”) except as specifically set forth otherwise in this Agreement (including **Exhibit O**).

### 2. Types of Capital Costs.

Capital Costs include, but are not limited to, costs for investments that respond to items such as:

#### a. **Ridership Increases on the Core System or SVRT Extension.**

Modifications, replacements, additions or improvements to increase or expand the passenger carrying or handling capacity of the SVRT Extension and/or Core System. Examples include, but are not limited to, additional fare gates, vertical circulation facilities and Revenue Vehicles. BART will monitor ridership attributed to the SVRT Extension on an annual basis to identify any necessary investments.

#### b. **Regulatory Changes.**

Modifications and replacements necessitated by changes in government or industry regulations or standards. Examples include, but are not limited to, changes in station signage to respond to new ADA requirements or modifications to maintenance facilities to respond to new OSHA requirements.

#### c. **BART Operational Standards and Practices Changes.**

Modifications, replacements, additions or improvements required to meet BART’s then-current policies, procedures, standards and practices.

#### d. **Technology Improvements or Changes.**

Modifications and/or replacements determined to be necessary or economically prudent to respond to improved or changing technology. Examples include, but are not limited to, new train control systems or equipment or conversion of fare gates to accept new types of payment.

#### e. **Rehabilitation, Renovation and Replacement.**

Investments to rehabilitate, restore, repair or replace facilities and equipment that are aging, worn, or destroyed through use or causes other than Extraordinary Events and Force Majeure Events. The cost of Core System capital investments falling within this category for the 36-month period immediately following

commencement of Revenue Service on Segment I<sup>8</sup> will be excluded from VTA's share of Core System capital investments, provided, however, that where the investments are to restore or replace facilities or equipment that are lost, destroyed or damaged by accidents, acts of God, or criminal acts, such 36-month limitation on VTA's financial responsibility will not apply.

**f. Extraordinary Events and Force Majeure Events.**

Investments to preserve, rehabilitate, restore or replace facilities and equipment that are damaged or destroyed as a result of Extraordinary Events and Force Majeure Events. In instances of accidents or criminal acts caused by neither BART nor VTA, BART will make every reasonable legal effort to identify those responsible for the damage and compel them to pay for the repairs or replacements to restore the damaged equipment or facilities to their previous condition.

**g. Sustainability and Climate Change Adaptation.**

Modifications, replacements, new facilities, systems, and equipment determined to be necessary or economically prudent to respond to sustainability efforts and climate change requirements. The SVRT CIP (defined below) will exclude cost of capital investments in this category on any segment of the SVRT Extension for five years after commencement of Revenue Service on such segment, unless both Parties agree otherwise.

**h. Safety and Security.**

Modifications and replacements determined to be necessary or prudent to respond to maintaining safety and security.

**3. Insurance Proceeds from Property Loss**

- a. In the event that BART receives property insurance settlement proceeds from the carrier thereof to compensate BART for a property loss, then BART will inform VTA of the receipt of such proceeds as they relate to VTA investments (existing or budgeted) in such insured property. BART will provide VTA with a credit to its capital obligation within the next twelve months equaling the VTA Insurance Share (defined below), even if the proceeds have not been used to preserve, rehabilitate, restore, repair or replace the damaged or destroyed property.

---

<sup>8</sup> In calculating this 36 month period, if the commencement of Revenue Service on Segment I does not coincide with the start of a fiscal year, then for the fourth fiscal year after the start of Revenue Service on Segment I, VTA's share of Core System capital investments for rehabilitation, renovation and replacement of facilities and equipment in the Core System that are excluded pursuant to this **Section V.C.2.e** will be prorated in accordance with the number of months that this exclusion was in effect and without regard to timing of expenditure. For example, if the exclusion was in effect for the first four months of that fiscal year, then VTA's share of Core System capital investments in this category that are excluded will be calculated by first determining what VTA's share would have been for these projects for the entire fiscal year had the exclusion not been in effect, and then reducing that amount by 1/3.

- (1) The “**VTA Insurance Share**” will be the percentage of BART's property insurance settlement proceeds commensurate with VTA's share of the capital cost obligation<sup>9</sup> of the project for which BART has received such insurance settlement proceeds, net of any costs, fees and expenses incurred by BART in collecting such proceeds. So, for example, if the insurance settlement proceeds equal \$10,000,000 and BART's expenses equal \$1,000,000, and VTA's share of the capital cost obligation in the damaged facility is 10%, then the VTA Insurance Share would be \$900,000. Payments from BART-provided self-insurance will not be considered to be “insurance settlement proceeds.”
- (2) Neither Party will receive a share of the other Party's insurance settlement proceeds for Revenue Vehicles that the other Party owns, as long as the Parties continue to buy and insure their own Revenue Vehicles.

For any SVRT Revenue Vehicle that is a total loss, VTA will pay to BART an amount equivalent to Core System impacts attributable to the reduction of SVRT Revenue Vehicles and pay to BART the capital costs of BART purchasing a replacement SVRT Revenue Vehicle at such time as it does so.

- (3) VTA will not receive a VTA Insurance/Settlement Share for property loss related to capital projects for which VTA does not provide financial participation (for instance, eBART or OAC).
- (4) Nothing in this section regarding insurance proceeds payments will modify in any way VTA's payment obligations for Capital Costs in accordance with the terms of this **Section V**.

#### **4. Methodology and Process for Calculating VTA's Capital Cost Obligations.**

##### **a. Capital Improvement Program.**

Commencing in the first full fiscal year of Revenue Service on Segment I and on an annual basis thereafter, BART will, as part of its development of its Systemwide Capital Improvement Program (the “**BART CIP**”) develop a 10-year<sup>10</sup> SVRT capital improvement program that identifies all of BART's anticipated capital projects during the next 10 years for which BART anticipates receiving a contribution from VTA (this will be referred to herein as the “**SVRT CIP**”). The SVRT CIP will include all projects in the BART CIP except for those projects for which VTA has no cost responsibility. The SVRT CIP will be developed as part of BART's overall CIP process and will be prepared in the same manner as the BART CIP is developed for the Core System. BART will consult with VTA staff in the

---

<sup>9</sup> As calculated pursuant to **Exhibit O**, based on the year in which such proceeds are received.

<sup>10</sup> The SVRT CIP may, upon agreement of the Parties, cover periods greater or lesser than 10-years.

development of VTA's anticipated cost contributions as indicated on the SVRT CIP.

Each SVRT CIP will set forth, for each capital project or program as listed on the CIP, the expected scope, forecasted total cost and, if available, the annual forecasted cost, and the anticipated VTA responsibility for each such project.

For projects that meet the definition of Large Capital Projects as set forth in **Exhibit O**, the SVRT CIP will also contain a jointly-prepared strategy for how VTA will meet its funding commitment for such projects. The Parties will work in good faith to develop such funding strategy. However, even if the Parties do not agree on the funding strategy, VTA will not be relieved of its obligation to pay its contribution for a project. In addition, nothing in this paragraph will require BART to accept a particular funding source or waive any other rights set forth in this **Section V**, but rather this is reflective of the Parties willingness to work in good faith.

BART will, as soon as practicable, and no later than 60 days prior to adoption of a BART CIP document, provide VTA with a copy of the SVRT CIP, including the calculations used to prepare estimates for VTA's anticipated cost contributions in accordance with **Exhibit O**. In the event that VTA disputes any such calculation, it will promptly inform BART and the Parties will use best efforts to timely resolve such disputes.

**b. SVRT Capital Budget.**

Commencing in the first year of Revenue Service, as part of BART's standard budget process, BART will develop a capital budget that includes all capital projects that BART expects to initiate or continue in the next year<sup>11</sup> for which BART anticipates receiving a contribution from VTA (the "**SVRT Capital Budget**"). The SVRT Capital Budget will be developed in the same manner as BART's Systemwide capital budget, including development of spreadsheet(s) listing each capital project which serve(s) as backup for the budget. The SVRT Capital Budget will include all projects on the BART capital budget for which VTA bears financial responsibility as set forth in **Section V.C.1** (above).

BART will share its draft SVRT Capital Budget with VTA in a timely manner following development of the draft. Along with the draft SVRT Capital Budget, BART will provide the spreadsheet(s) listing each capital project which serve(s) as backup for the budget, and information related to: (i) the draft scope of work for each new project listed on the spreadsheet; (ii) the estimated start date and draft schedule of the project; (iii) the total project cost estimate; and (iv) VTA's budgeted cost contribution prepared in accordance with **Exhibit O**. This information will be

---

<sup>11</sup> Currently, BART prepares annual capital budgets. In the event that BART prepares budgets for some other time period, such as for a two period, then BART will prepare the SVRT Capital Budget for the same timeframe.

provided in a format, and with a level of detail, consistent with what BART prepares for itself for the Core System.

VTA staff will have a reasonable opportunity to review and comment on the SVRT Capital Budget prior to creation of a finalized draft copy, which BART will provide to VTA no fewer than 10 business days prior to the scheduled adoption of BART's Systemwide budget. VTA's review and comment on the SVRT Capital Budget should not be construed as VTA having veto power over BART's approval of projects and costs, nor is it meant to waive other requirements or provisions set forth in this **Section V**, but rather is reflective of the Parties' willingness to work in good faith.

For projects on the SVRT Extension, the Parties will add to the SVRT Project Budget information on funding sources, if any (other than the Dedicated Funding source) that the Parties have agreed to use in accordance with **Section V.K.5 and V.K.6**.

**c. Methodology.**

The methodology for determining and calculating VTA's cost contributions for capital projects is set forth in **Exhibit O**.

**d. Cost Estimates.**

Cost estimates for capital projects in the SVRT CIP and SVRT Capital Budget will be developed in good faith to the same level of detail as estimates BART typically develops for Core System capital projects. Cost estimates will include direct costs and fringes, and other additives (e.g. capital overhead allocations in accordance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards set forth at 2 CFR Part 200 at the time cost estimates are developed) on a basis consistent with other BART projects associated with the Core System. Overhead allocations will not duplicate overhead allocations included in the overhead component of operating and maintenance costs.

**e. Year-End Capital Budget Reconciliation.**

After the close of each fiscal year, BART will perform a reconciliation of budgeted capital costs to actuals as set forth below and described in **Section V.I**. At such time, BART will compile:

- (1) actual Cost Driver values during the fiscal year using data recorded from BART's DAS system (or equivalent) and other relevant BART sources; and
- (2) actual project expenditures during that fiscal year.

For Small Capital Projects (as defined in **Exhibit O**), the actual values for the project expenditures, along with the actual values (plus any increase as set forth in

**Section V.C.4.g** below) for the assigned Cost Drivers, will be used to calculate VTA's capital contribution for each such project for that year.

For Large Capital Projects (as defined in **Exhibit O**), the VTA percentage share agreed to at the start of the project will be applied to actual expenditures to calculate VTA's capital contribution for each such project for that year.

For capital projects, or portions of capital projects, where VTA is 100% responsible for costs, VTA's 100% share will be applied to the actual expenditures for that year to calculate VTA's capital contribution for each such project for that year.

Once its accounting books are closed for the previous fiscal year, BART will provide VTA with a year-end reconciliation within 60 days thereof. VTA will review and notify BART of any disputed items within 60 days of receiving the reconciliation from BART.

**f. Scheduling Capital Work.**

BART will establish priorities and schedules for implementation and coordination of all ongoing capital work on the SVRT Extension and the Core System.

**g. VTA Pre-Revenue Service Contribution with Segment II Values.**

For the period of time between the Midpoint Date and the commencement of Revenue Service on Segment II, the Cost Driver values for Small Capital Projects will be based on actual use plus a forecasted amount based on the projected use of the Core System by Segment II riders.

**h. Failure to Agree on Proportional Share.**

Should the Parties not agree on VTA's proportional share at least six (6) months prior to BART advertising any contract for any Core System capital project, then the process established in **Section 2.C.(3)(e) of Exhibit O** will apply.

**5. Accounting for Capital Funds.**

VTA's contribution to BART's capital programs will be calculated at the project level as documented in **Exhibit O**. However, BART is not obligated to expend such funds on the specific projects used to calculate VTA's contribution. Instead:

- a.** Unless the Parties agree otherwise, any funds contributed to meet capital obligations under this Agreement will be considered payment toward VTA's Cost Obligation. BART will be permitted to expend the actual funds contributed by VTA on any project.
- b.** Notwithstanding the foregoing, if BART agrees pursuant to **Section V.K** to accept from VTA grant funds, or funds that are otherwise restricted, to meet VTA's capital



responsibilities under this Agreement, then BART will use such funds in accordance with the corresponding grant agreement.

**6. Certain Exclusions to VTA Capital Cost Responsibility.**

**a. eBART and OAC Extensions.**

The Parties have agreed that VTA will not have any responsibility to contribute to the cost of ongoing O&M or capital projects on BART's eBART and OAC extensions and, at the same time, VTA will not be entitled to fares from passengers entering and/or existing stations on such extensions, and such passenger trips and fares will not be counted as SVRT trips or Fares.

**b. New Non-Heavy Rail Extensions.**

If BART decides to add a new, non-heavy-rail extension to the Core System, and VTA wants to exclude such extension from the calculation of VTA's capital cost responsibility and SVRT Fare Revenues (similar to the treatment of the OAC and eBART in **Sections V.E.2.(a)** and **Exhibit O**), then VTA may elect to exclude such extension from such calculations.

BART will notify VTA of the anticipated revenue service date of such extension no less than one year prior to such date. VTA will thereafter make an election as to whether it will participate in the costs and revenues from such extension by written notice to BART no fewer than six months prior to such anticipated revenue service date. If VTA does not notify BART of its election within six months prior to BART's forecasted revenue service date on such extension, then the VTA's cost responsibilities and fare revenue calculations will be as set forth in this **Section V**.

**c. Certain Life-Safety Seismic Projects.**

VTA will have no financial responsibility for any capital projects implementing life-safety seismic upgrades on the BART Core System that were approved by BART's Board of Directors prior to the commencement of Revenue Service on Segment I the SVRT Extension.

**D. FUTURE EXTRAORDINARY EVENTS**

**1. Financial Responsibility for SVRT.**

As with other capital projects, after an Extraordinary Event, restoration or preservation of full SVRT Extension operating capability will be entirely and exclusively the financial responsibility of VTA.

**2. Financial Responsibility for Core System.**

After an Extraordinary Event (defined below), VTA will also have the same financial responsibility for capital projects to assist with restoration of Core System operating

capability. The portion of financial responsibility to be borne by VTA for restoration or preservation of the Core System (“**VTA’s Extraordinary Event Obligation**”) will be in proportion to the use of the facility, equipment, or system by the SVRT Extension. The proportion of facility, equipment and/or system usage will be determined in accordance with the methodology set forth in **Exhibit O**.

3. **Definition of Extraordinary Event.** For purposes of this Agreement an “**Extraordinary Event**” is an unplanned (i.e. not on the Annual Capital Budget for that year) infrastructure or system event as determined by both Parties’ General Managers, that meets one or more of the following: (a) it compromises system safety or poses unusual, significant or immediate risk to systems or infrastructure; or (b) it would necessitate the expenditure of \$7,500,000 or more, escalated at the annually regional CPI growth rate from the Effective Date, to restore or preserve the full operating capability of the BART system.

## **E. SOURCES OF REVENUE**

The following are sources of revenue generated by or dedicated to the SVRT Extension:

### **1. Dedicated Revenues.**

#### **a. Dedicated Revenue Source Requirement.**

To ensure that a secure source of funds is available as a source of payment for the VTA Cost Obligation, VTA will ensure that there is a reliable revenue stream that is Dedicated to BART, as set forth herein, and that such stream is sufficient to cover timely payment of the Subsidy, Budget Shortfall, Reserve and Subsidy Assurance obligations.

VTA will pledge to BART or a Trustee on behalf of BART the revenues from, and grant to BART or such Trustee a first lien security interest in, each Dedicated Revenue Source to secure the payment of the principal amounts needed to fully fund the Subsidy, the Reserve Fund, Budget Shortfall Fund and Subsidy Assurance Transfer Fund and the VTA Cost Obligation.

#### **b. Initial Dedicated Revenue Source.**

Initially, the 2008 Measure B Sales Tax will be the Dedicated Revenue Source. The 2008 Measure B Sales Tax Revenues will be Dedicated through the “**2008 B Sales Tax Trust Agreement,**” which is being entered into by and between the Parties and the 2008 Measure B Trustee, concurrently with execution of this Agreement.

#### **c. Subsequent Dedicated Revenue Sources.**

Prior to any expiration or termination of the 2008 Measure B Sales Tax (or then-current Dedicated Revenue Source), or in the event that a legal challenge prevents

the current Dedicated Revenues from being used as contemplated by the Parties herein, VTA will Dedicate a subsequent Dedicated Revenue Source(s) to BART as described herein. Any such subsequent Dedicated Revenue Source must meet the requirements in **Section V.E.1.a** above, be reasonably acceptable to BART as evidenced in writing by BART's Controller-Treasurer, and meet the following requirements:

- (1) It will be similar in nature to Measure B (for example, in terms of reliability, revenue generation, purposes and permitted uses);
- (2) It will be Ongoing;
- (3) It will provide funds that will be eligible and appropriate for BART's use;
- (4) It will be free from obstacles and encumbrances (including, liens; lack of fungibility; procurement restrictions; funding restrictions, and encumbrances on future O&M (e.g., depreciation, conditions on sale), etc.);
- (5) It will provide funds that will be free from time restrictions on use; and
- (6) It does not, individually or collectively where multiple sources are used, create material administrative impacts on BART (including, added administrative burdens or negative impacts on project funding or delivery schedules).

Dedications of such Subsequent Dedicated Revenue Source(s) will be accomplished via a Trust Agreement or other agreement, either of which must be acceptable to both Parties, and which shall provide to BART a security interest which is substantially similar to that BART is receiving in the 2008 Measure B Sales Tax Revenues. Upon agreement of the Parties, VTA's subsequent Dedicated Revenue Source obligation may be met using more than one funding source which, when combined, meet the requirements of this **Section V.E**. If at any time, VTA fails to dedicate a subsequent source meeting these requirements, then the TDA funds will be the Dedicated source as set forth in **Section V.J**.

## **2. SVRT Fare Revenues**

### **a. SVRT Fare Revenues.**

"**SVRT Fare Revenues**" will consist of collected fares paid by passengers using the SVRT Extension Stations for entry and/or exit as determined by BART's Data Acquisition System or equivalent, net of discounts and deductions taken. SVRT Fare Revenues will not, however, include: (i) fares paid by passengers originating or terminating in the Oakland Airport Connector or eBART segments of the BART Core System; or (ii) SFO premium fares paid by passengers. In addition, SVRT Fare Revenues will not include any fares where such fares are excluded pursuant to **Section V.C.6.b**, new Non-Heavy Rail Extensions.

### **b. Establishment of Fares.**

The responsibility and authority to establish fares for the SVRT Extension will reside exclusively with BART. Fares for the SVRT Extension will be consistent

with those in effect on the Core System and will comply with any applicable legal requirements.

**c. Fare Surcharges.**

At the request of VTA, and upon approval of the BART Board of Directors, BART will establish fare surcharge(s) at any of the SVRT Stations. Such fare surcharges will be collected, accounted for, and credited to VTA by BART in the same manner as fares. Any SVRT Extension Fare Surcharges will comply with any applicable legal requirements.

**3. SVRT Ancillary Revenues**

**a. Revenues from SVRT Extension Retail, Concession, Fiber Optic Services, Wireless Communications Services and Advertising Agreements.**

Should VTA enter into agreements with vendors of goods and services on the SVRT Extension or into agreements or franchises for retail activities, concessions, commercial Fiber Optic Services, commercial Wireless Communications Services or advertising on the SVRT Extension in accordance with applicable provisions of this Agreement, then revenues from such agreements will be collected and retained by VTA.

**b. Revenues from BART's Systemwide Retail, Concession Fiber Optic, Wireless Communications Services, and Advertising Agreements.**

BART and VTA may jointly agree, in some instances, for BART to include the SVRT Extension in BART's agreements with vendors of goods and services or into agreements or franchises for retail activities, concession, commercial Fiber Optic Services, commercial Wireless Communications Services or advertising for the Core System. The Parties will document any such joint agreement in a written agreement ("**Joint Concession Agreement**") approved by their Boards of Directors (unless such approval authority is delegated by one or both the boards to other persons). The revenues from such agreements and franchises will be collected by BART and any net revenues therefrom will be allocated between the SVRT Extension and the Core System as set forth in the Joint Concession Agreement. In determining the allocation of net revenues, the Parties will consider each Party's contribution towards expenses and costs related to negotiation and administration of such agreement, value from goodwill, relative value of the SVRT Extension and Core System as markets, and other factors as appropriate. Nothing in this Section will be construed to require either Party to enter into any such Third-Party Agreement and/or franchise if the Parties do not agree to the costs, revenue-sharing or other terms of such arrangement.

**c. SVRT Extension Parking Revenues and Fines.**

Parking revenues, including fines, from parking facilities on the SVRT Extension operated and maintained by VTA will be collected and retained by VTA.

**d. SVRT Joint Development Revenues.**

VTA will be entitled to all joint development revenues from the Stations in the SVRT Extension. BART will be entitled to all joint development revenues from stations outside of the SVRT Extension. For purposes of this Section, joint development will not include parking or telecommunications facilities.

**F. CALCULATION OF SUBSIDY; ESTABLISHMENT, AND MAINTENANCE OF SUBSIDY ASSURANCE ACCOUNT; BUDGET SHORTFALL**

**1. Subsidy Payment; Calculation and Adjustment of Subsidy**

**a. Subsidy.**

VTA will be responsible for providing BART with a Subsidy each year to provide funds for OM&C costs. Calculation of the Subsidy will be done annually, prior to the start of the Fiscal Year, and the Subsidy will be distributed to BART in advanced monthly one-twelfth equal payments.

**b. Initial Subsidy.**

For fiscal year 2020 (ending June 30, 2020), the Subsidy will be \$34,500,000. For fiscal year 2021 (ending June 30, 2021), the Subsidy will be \$36,000,000. Thereafter, the Subsidy will be adjusted to reflect an increase, if any, as set forth as set forth in **Sections V.F.1.c. - e.**, below.

**c. Annual Adjustment.**

For each Fiscal Year commencing with Fiscal Year 2022 (ending on June 30, 2022), the Subsidy will be calculated using the Growth Rate, and adjusted if necessary, as of the start of each Fiscal Year ("**Annual Adjustment**"). Prior to the start of the Fiscal Year, VTA will calculate such amount and will notify BART of the amount and provide supporting documentation demonstrating the basis for the calculation. Upon BART concurrence of the amount, VTA will thereafter notify the Trustee of such amount.

**d. Segment II Adjustment.**

The Subsidy will also be subject to an adjustment related to the commencement of Revenue Service on Segment II. For the fiscal year in which Segment II commences Revenue Service, the annual Subsidy will be converted to an amount equivalent to \$68 million in fiscal year FY 2021 dollars adjusted annually at a rate equal to the growth in 2008 Measure B Sales Tax Revenues until the year of commencement of Segment II Revenue Service ("**Segment II Adjustment**"). The Trustee, upon written request of BART will, commencing at least one month prior to the start of Revenue Service on Segment II, deposit into the Subsidy Fund and pay to BART from amounts on deposit in the Subsidy Fund, as its monthly Subsidy

payment, an amount equal to one twelfth (1/12) of the Segment II Adjustment. Notwithstanding the foregoing, if Segment II is reduced in its track miles or station or other service capabilities, such amount will be reduced in proportion to cost reduction, and the Parties will jointly notify the Trustee of the amount of such reduction.

**e. Continuing Adjustment after Segment II Adjustment.**

After the Segment II Adjustment, the Subsidy will continue, in all subsequent years, to be adjusted by the Annual Adjustment as set forth in **Section V.F.1.c**, above.

**2. Subsidy Assurance Account.**

- a.** BART will also be entitled to receive and retain, an amount equal to the Subsidy for the then-current fiscal year. BART will retain this amount, herein referred to as the “**Subsidy Assurance Balance**,” in a separate, interest-bearing, account (the “**Subsidy Assurance Account**”) to secure VTA’s payment of the Cost Obligation. BART may only use amounts on deposit in its Subsidy Assurance Account to meet any unpaid VTA Cost Obligation.
- b. Initial Subsidy Assurance Balance Payment.** No later than five days prior to Revenue Service on Segment I, VTA will transfer the Subsidy Assurance Balance, from 2008 Measure B Sales Tax Revenues that VTA had received as of such date, to the 2008 Measure B Trustee for transfer to BART.
- c. Subsequent Annual Subsidy Assurance Balance Payments.** Prior to the beginning of each fiscal year, BART will be entitled to receipt of a payment of any amount needed to ensure that the amount in the Subsidy Assurance Account (including interest) is not less than the annual Subsidy for the upcoming fiscal year.
- d.** The Subsidy Assurance Balance will not be considered as a substitute of other required payments owed to BART under the O&M Agreement or the Trust Agreement and nothing in this **Section V.F**, will be deemed to relieve VTA from the obligation to make any other required payments under this Agreement. BART will be entitled to receipt of the Subsidy Assurance Balance payments in addition to payments needed to fulfill the VTA Cost Obligation under this Agreement.
- e.** At the termination of this Agreement, BART will return any unspent amount in the Subsidy Assurance Account to VTA.

**3. Budget Shortfall.**

BART will also be entitled to receipt of Budget Shortfall payments in the event that there is an anticipated Budget Shortfall as described further in **Section V.G.3.c.(3)** below.

**G. PROCESS FOR COLLECTION, PAYMENT AND ALLOCATION OF DEDICATED REVENUES FOR OPERATING, MAINTENANCE AND CAPITAL COSTS; CREATION AND MAINTENANCE OF FUNDS**

**1. General**

The Parties are concurrently entering into the 2008 Measure B Sales Tax Trust Agreement that will, among other things, provide for the following process for collection, allocation, payment, and pledging of 2008 Measure B Sales Tax Revenues. Prior to, or upon, any replacement of 2008 Measure B Sales Tax with a different Dedicated Funding Source the Parties will enter into a new Trust Agreement that will provide for substantially similar processes and protections. Entering into the 2008 Measure B Sales Tax Trust Agreement or other Trust Agreement will not relieve VTA of the obligation to make any payments that are required to be made to BART either herein or under such agreement.

**2. Instructions to CDTFA/ Trustee**

**a. Instructions to CDTFA re: 2008 Measure B Sales Tax Revenues.**

VTA has requested the CDFTA to transmit all 2008 Measure B Sales Tax Revenues directly to the Trustee and agrees that it intends to memorialize such instructions, as soon as possible, in an Amended and Restated CDTFA Agreement, which will provide for such direct transmittals to the Trustee. Said transmittals from CDFTA to the Trustee will continue as long as any of the VTA Cost Obligation is outstanding and VTA will not amend, modify or alter such instructions to the CDFTA without the written consent of BART. VTA will receive and remit immediately to the Trustee any 2008 Measure B Sales Tax Revenues paid to VTA by CDFTA after the Effective Date hereof.

**b. Instructions to Trustee/ Deposit of Dedicated Revenues into Revenue Fund.**

It is expected that Dedicated Revenues will be remitted monthly by the CDFTA to the Trustee. The terms of any applicable Trust Agreement will direct the Trustee to deposit such Dedicated Revenues into a Revenue Fund as described in **Section V.G.3.a** below.

**3. Establishment of Funds /Allocation and Payment of Dedicated Revenues.**

**a. Establishment of Funds.**

Pursuant to the Trust Agreement, the Trustee will establish a "Revenue Fund" into which the Dedicated Revenues will be deposited and the Trustee will additionally establish and hold the following funds for the purposes as described herein: (i) the "Expense Fund;" (ii) the "Subsidy Fund;" (iii) the "Budget Shortfall Fund;" (iv) the "Reserve Fund;" (v) the "Subsidy Assurance Transfer Fund;" and (vi) the "Residual Transfer Fund." Pursuant to the Trust Agreement, the Trustee will allocate

Dedicated Revenues into these funds as described in **Sections V.G.3.(b) & (c)**, below.

**b. Initial Deposits.**

Upon the Effective Date of the 2008 Measure B Sales Tax Trust Agreement and any future Trust Agreement, VTA will make the following transfers (or make sure that the following transfers have been made) to the Trustee: (a) the Subsidy Assurance Balance; (b) an amount equal to one-twelfth (1/12) of the Subsidy; and (c) the Reserve Requirement.

The Trustee, upon receipt of above referenced funds from VTA, will promptly make the following transfers or deposits of such above referenced funds: (1) the Subsidy Assurance Balance to BART; (2) the one-twelfth (1/12) Subsidy payment to the Subsidy Fund; and (3) the Reserve Requirement to the Reserve Fund.

**c. Allocation into Funds**

It is expected that the CDTFA will transfer the Dedicated Revenues to the Trustee on a monthly basis. Promptly, after receipt of the Dedicated Revenues from the CDTFA, the Trust Agreement provides that the Trustee will deposit the Dedicated Revenues into the following funds to be established and held by the Trustee in the following order of priority:

- (1) Expense Fund. Each month, the Trustee will deposit in the Expense Fund amounts (if any) payable by VTA to the CDTFA, if any, for costs and for its services in connection with the collection of the Dedicated Revenues (in excess of costs previously deducted by the CDTFA) specified in writing by VTA and amounts necessary to pay all of the Trustee's fees and expenses then due or scheduled to be paid within the next month.
- (2) Subsidy Fund. Each month, the Trustee will deposit in the Subsidy Fund an amount equal to one-twelfth (1/12) of the Subsidy applicable to the upcoming month.
- (3) Budget Shortfall Fund.
  - (a) Calculation of Budget Shortfall. Prior to the start of each Fiscal Year, as part of its budget process, BART will calculate any Budget Shortfall amount and notify VTA and Trustee of such amount no later than ten (10) business days prior to June 30. VTA will transfer this amount to the Trustee prior to the beginning of the Fiscal Year and Trustee will deposit the same in the Budget Shortfall Fund. BART will be entitled to receive the Budget Shortfall amount in one-twelfth (1/12) monthly distributions over the course of the fiscal year. If VTA does not deposit the Budget Shortfall amount by the beginning of the Fiscal Year, the Trustee will deposit Dedicated Revenues into the Budget Shortfall Fund in such amount in monthly, one-twelfth (1/12), pro-rata amounts of the Budget Shortfall amount. Trustee



deposits will be prorated if VTA transfers a portion of the Budget Shortfall amount to the Trustee.

- (b) Distribution When There is Dispute of Budget Shortfall Amount. In the event that VTA disputes the Budget Shortfall amount, VTA will notify BART and the Trustee. Trustee will deposit the full Budget Shortfall amount as calculated by BART into the Budget Shortfall Fund. Thereafter, the Trustee will distribute to BART, any portion of the Budget Shortfall that is not disputed by VTA in one-twelfth (1/12) monthly increments. Any remaining portions of the Budget Shortfall that are disputed will remain in the Budget Shortfall Fund until such time as the Trustee receives written notice from both VTA and BART that either: (1) such amount can be transferred to BART in which case Trustee will promptly transfer such amount to BART, or (2) such amount may be released and deposited into the Revenue Fund.
- (c) Independent Consultant. In the event of dispute between BART and VTA over the Budget Shortfall amount, BART and VTA may jointly retain an independent consultant to help resolve such dispute.
- (4) Reserve Fund. Each month, the Trustee will deposit such amounts as are needed for there to be on deposit in the Reserve Fund an amount equal to the Reserve Requirement.
- (5) Subsidy Assurance Transfer Fund. Starting in January of each fiscal year, Trustee will set aside in the Subsidy Assurance Transfer Fund, pro rata shares of the amount that will be due to BART for the Subsidy Assurance payment on July 1 for the upcoming fiscal year. In order to allow Trustee to set aside the appropriate amount, prior to January 1, VTA will provide Trustee with information as to the amount of the Subsidy for the upcoming fiscal year, and BART will provide Trustee with notification of the cash balance in the Subsidy Assurance Account. BART will also notify Trustee if there is a draw on the Subsidy Assurance Account at any time after January 1.
- (6) Residual Transfer Fund. Provided that there is no Default or Event of Default under this Agreement and subject to **Section V.G.3.d**, below, the Trustee will then transfer all remaining Dedicated Revenues to the Residual Transfer Fund.

**d. Insufficient Dedicated Revenues.**

If at any time Trustee receives insufficient Dedicated Revenues to timely make any of the deposits described in **Sections V.G.3.c.(1)-(5)**, and VTA has not otherwise made up the difference in accordance with **Section V.G.6** herein, such insufficiency(ies) will be made up upon the next receipt of Dedicated Revenues and no deposit will be made into the Residual Transfer Fund if any insufficiency exists in any of the funds referenced in **Sections V.G.3.c.(1)-(5)**, above.

#### **4. Trustee Payments.**

The Trustee, in accordance with the applicable Trust Agreement, is required to make the following payments:

##### **a. Application of Subsidy Fund.**

Prior to Revenue Service on Segment I and on or before the first business day of each month thereafter, the Trustee will transfer to BART, pursuant to a wire transfer of immediately available funds, from amounts on deposit in the Subsidy Fund, an amount equal to one-twelfth (1/12) of the Subsidy.

##### **b. Application of Budget Shortfall Fund.**

As described in the provisions of **Section V.G.3.c.(3)**, the Trustee on or before the first Business Day of each month will transfer to BART pursuant to a wire transfer of immediately available funds, one-twelfth (1/12) of the undisputed Budget Shortfall amount for that year from amounts that are on deposit in the Budget Shortfall Fund. Any withheld Budget Shortfall amounts due to a dispute by VTA will be distributed by the Trustee when the dispute is resolved and Trustee is notified of the resolution by the Parties.

##### **c. Application of Reserve Fund.**

- (1) In any month, if insufficient Dedicated Revenues are received to make the required deposits to the Subsidy Fund or Budget Shortfall Fund, Trustee will notify VTA of such insufficiency. Unless, no later than ten (10) business days after such notification, VTA has either transferred such insufficient amounts to the Trustee from amounts on deposit in VTA's Residual Account or Trustee has received written notice from BART that VTA has already made up such funds from funding sources approved by BART, then Trustee will transfer, from amounts on deposit in the Reserve Fund, any amounts needed to make up any such shortfall.
- (2) Upon BART's determination that additional amounts are needed to provide for OM&C expenditures, BART will file a written request for such funds with the Trustee, providing a copy of such request to VTA. The written request will include a statement specifying what costs the funds will be used for and why those costs are needed at that time. The Trustee will, within five (5) Business days of such request, transfer to BART such requested amount from the amounts then on deposit in the Reserve Fund up to the Unrestricted Reserve Withdrawal Amount. VTA's written concurrence will be required for transfers above the Unrestricted Reserve Withdrawal Amount.
- (3) In addition, in the event that incoming SVRT Fare Revenues are less than budgeted, BART will have the option to request a transfer of money from the Reserve Fund and such amounts will not count toward the limit on the amount

that the Trustee will transfer to BART from the Reserve Fund without the need for VTA concurrence.

**d. Application of Subsidy Assurance Transfer Fund.**

The Trustee on, or promptly after, the Effective Date of the 2008 Measure B Sales Tax Trust Agreement and before July 1 of each subsequent year will transfer to BART, pursuant to a wire transfer of immediately available funds, any amounts that are on deposit in the Subsidy Assurance Transfer Fund.

**e. Application of Residual Transfer Fund.**

Within ten business days after the deposits are made in accordance with the Trust Agreement, the Trustee is to transfer the moneys in the Residual Transfer Fund to VTA for deposit into the Residual Account. Funds transferred to VTA for deposit into the Residual Account will be deemed released from the pledge and lien on the Pledged Revenues established in the Trust Agreement.

**5. Use and Accounting of Residual Account**

- a. VTA will create and hold a Residual Account, as a fund separate from all its other funds or accounts, and to deposit therein the 2008 Measure B Sales Tax Revenues and interest thereon held by VTA no later than five (5) business days after the Effective Date of this Agreement and thereafter to deposit therein the Dedicated Revenues transferred each month from the Residual Transfer Fund by the Trustee.
- b. VTA will separately account for all amounts in the Residual Account and provide BART such accounting records under reasonable circumstances upon request. VTA will provide BART with monthly statements that will show inflows, outflows and ending balances, and an annual expenditure plan for amounts in the Residual Account.
- c. Funds held in the Residual Account will not be available as a source for interfund borrowing and will be used solely in compliance with 2008 Measure B.
- d. The prior written concurrence of both Parties will be required for: (1) commitments of money from the Residual Account to the extent that such amounts would reduce the uncommitted balance in the Residual Account below 1.00 times BART's budgeted annual gross O&M budget for the then-current fiscal year ("**Budgeted Gross O&M**"), or (2) any expenditure from the VTA Residual Account made while the VTA Residual Account balance is below the Budgeted Gross O&M. Notwithstanding the foregoing, eligible SVRT Extension operating expenses that VTA budgeted for annual O&M duties prior to the VTA Residual Account falling below 1.00 times the Budgeted Gross O&M for the then-current fiscal year will remain eligible for VTA expenditure without prior written concurrence, provided such expenditure qualifies as an appropriate expenditure under the Dedicated Revenue Source.

**6. Supplemental Funding in the Event of Insufficient Revenues:**

Trustee, pursuant to the Trust Agreement will notify VTA as soon as practicable after determining that monthly revenues received from the CDFTA are insufficient to make the required deposits. Upon receipt of such notice, VTA will, within ten (10) Business Days after notification from the Trustee of such deficiency, deposit with the Trustee the amount necessary to address such deficiency from amounts on deposit in VTA's Residual Account or transfer such amounts directly to BART from funding sources that have been approved by BART in accordance with **Sections V.K.5 or V.K.6**. If VTA fails to make any such deposits, any such shortfall will be made up from Dedicated Revenues received in subsequent months prior to any distribution of Dedicated Revenues to VTA.

**7. Credit of Excess Revenues.**

BART will expend all Dedicated Revenues received by it from the Trustee for OM&C expenses. Following the close of the fiscal year and receipt of its audited financial statements for such fiscal year, if there were excess Dedicated Revenues received, BART will notify Trustee of the amount of such excess, which amount shall be credited to the required Subsidy disbursement(s) in the upcoming budget cycle. Amounts received as part of Subsidy Assurance Balance payments are not considered excess amounts.

**H. PROCESS FOR COLLECTION, PAYMENT AND ALLOCATION OF OTHER REOCCURRING REVENUES**

**1. SVRT Fare Revenues**

The SVRT Fare Revenues will be collected by BART. Discounts and deductions will be based on BART's Systemwide averages. BART will account for and credit such SVRT Fare Revenues as further set forth in **Section V.I.**, Annual Reconciliation.

**2. SVRT Ancillary Revenues**

The SVRT Ancillary Revenues will be collected by VTA and/or BART as applicable. For any portion of those SVRT Ancillary Revenues net of expenses that are collected by BART and attributable to VTA, BART will account for and credit such revenues as further set forth in **Section V.I.**, Annual Reconciliation.

**I. ANNUAL RECONCILIATION**

**1. BART Review.**

At the end of each fiscal year, within 60 days after BART's audited financial statements are approved by BART's Board of Directors, BART will perform an annual reconciliation. During this reconciliation, BART will calculate the amount of the annual revenues as collected and received for the previous fiscal year and provide VTA

with such calculations. BART will also calculate and provide VTA with calculations detailing the total VTA Cost Obligation for that year. Such calculations will be used to determine whether BART received any excess funds for that year or whether additional funds to cover the VTA Cost Obligation and Subsidy Assurance Balance obligation for that fiscal year should be provided to BART. In doing these calculations, amounts held by BART in its Subsidy Assurance Account will not be counted as revenues received by BART to cover the total VTA Cost Obligation.

**2. Transfer of Additional Funds.**

In the event that BART did not receive revenues sufficient to cover the total VTA Cost Obligation and Subsidy Assurance Balance obligation, VTA must do one of the following to make up the insufficiency: (a) transfer additional funds from the Residual Account directly to BART (or to the Trustee for transfer to BART, if the Parties agree in writing) within 10 business days after BART's request therefor; (b) transfer additional funds directly to BART from Outside Funding approved by BART pursuant to **Section V.K.5** below within 10 days of a BART request; or (c) transfer additional funds directly to BART from other fund sources if BART has specifically agreed to such a transfer in accordance with **Section V.K.6** below within 10 days of a BART request.

**3. VTA Credit.**

In the event that revenues received by BART for the fiscal year exceeded the VTA Cost Obligation, then BART will provide VTA with a credit equal to its overpayment against its Subsidy payments in the next fiscal year and will notify the Trustee of such amount.

**J. TRANSIT DEVELOPMENT ACT (TDA) AGREEMENT**

**1. TDA Agreement.**

As of the Effective Date of this Agreement, there is in effect a TDA Pledge and Assignment Agreement, dated as of July 1, 2002, whereby VTA pledged to BART rights in Transportation Development Act ("**TDA**") funds allocated by MTC to VTA as described therein. The TDA Agreement, as amended, will herein be referred to as the ("**TDA Agreement**").

**2. Suspension of the TDA.**

Pursuant to an amendment to the TDA Agreement, executed concurrently herewith, the TDA Agreement and lien will be suspended (as set forth therein) until such time as there is a termination of such suspension, which will occur as set forth in such amendment to the TDA Agreement.

**3. Termination of Suspension.**

After a termination of the TDA suspension as set forth in the amendment to the TDA Agreement, TDA funds will be the primary Dedicated Revenue Source as set forth in the TDA Agreement.

**K. ADDITIONAL SOURCES OF FUNDING FOR COSTS**

**1. Funding Strategies.**

VTA and BART will develop, mutually-agreeable, funding strategies for meeting the requirements of long-range funding for capital investments including fleet purchase, train control, and other applicable items. These strategies could include grants and/or federal, state, regional and local funding that meet the requirements of “**Outside Funding**” as defined below.

**2. Funding for Large Capital Projects.**

BART and VTA will work cooperatively to secure Outside Funding for Large Capital Projects.

**3. Competition for Santa Clara County Urbanized Area Funds.**

BART will not claim or compete for any federal, state, regional or local funds apportioned or allocated by formula to Santa Clara County and/or the San Jose and Gilroy/Morgan Hill Urbanized Areas except as provided otherwise by agreement with VTA.

**4. Competition for Urbanized Areas Funds outside of Santa Clara County.**

VTA will not claim or compete for any federal, state, regional or local funds apportioned or allocated by formula to San Mateo County or the San Francisco/Oakland, Concord, or Antioch Urbanized Areas except by agreement with BART.

**5. Use of Outside Funding.**

It is the Parties’ intention that the Dedicated Funding Source and SVRT Fare Revenue will be the primary funding source for the VTA Cost Obligation and Subsidy Assurance Balance obligation; however, the Parties recognize that these alone may not be sufficient to cover all of the VTA Cost Obligation and Subsidy Assurance Balance Obligation in which case VTA must, except as set forth in **Section V.K.6** below, meet the remainder of the VTA Cost Obligation with Outside Funding as defined below.

A fund source will meet the definition of “**Outside Funding**” if BART determines, after consultation with VTA, that such fund source:

- a. is eligible and appropriate for BART's proposed use;
- b. is free from obstacles and encumbrances, (for example obstacles such as: money creates a lien; is not fungible; has procurement restriction; creates funding restrictions, creates future O&M encumbrances, e.g., depreciation, conditions on sale, etc.);
- c. is free from time restrictions that may affect service or project schedule, cost and delivery; and
- d. does not create material administrative impacts on BART (for example, added administrative burdens or negative impacts on project funding or delivery schedules).

**6. Transfer of Other Funding to BART.**

If at any time, VTA wants BART to accept other funding sources in lieu of Dedicated Funds or Outside Funding for any payment due to BART, then any BART acceptance (if any) of such funds must be documented in a written agreement between the Parties setting forth the terms and conditions for the use of such funding.

**L. PERIODIC REASSESSMENT**

The Parties acknowledge that potential SVRT Extension impacts, costs and benefits cannot be conclusively ascertained until actual operating experience is realized. After five (5) years of Revenue Service on Segment I, and thereafter periodically, but no more often than every two and one-half (2.5) years following each reassessment, either Party can seek reassessment and adjustment of this **Section V** (including any and all subsections contained in this **Section V**, such as the subsections related to operating costs, fare revenue allocations, and capital contributions) of this Agreement to ensure that the general provisions in **Section V.A** are being met. Such reassessment can occur in the absence of renegotiating the entire Agreement. Once either Party gives notice of its desire to reassess, the Parties agree to meet and negotiate. If the Parties agree to adjustments, this section of the Agreement will be amended in writing accordingly. If the Parties cannot agree, the matter will be resolved in accordance with the terms set forth in **Section VII**, Dispute Resolution, of this Agreement.

**M. SEVEN YEAR CASH FLOW ANALYSIS**

In addition to the foregoing, VTA will annually provide BART with a seven-year cash flow analysis projecting the ending balance for the Residual Account in each of the following seven years. BART will assist VTA in creating this cash flow analysis by providing VTA with the data (including seven years of forecasted operating costs, forecasted fare revenues, and the 10-year CIP, as available) necessary to calculate the projected OM&C costs of the SVRT Extension.

## **N. ACCOUNTING OF 2008 MEASURE B EXPENDITURES**

At the end of each fiscal year, each Party will provide the other with an accounting of the 2008 Measure B Sales Tax Revenues, or other Dedicated Revenues, it spent in that fiscal year, including backup documentation supporting such expenditures.

## **O. MISCELLANEOUS**

### **1. Taxes.**

BART will have no responsibility for any property taxes and assessments and other taxes and fees which may be levied against the SVRT Extension, including SVRT Extension land and facilities and that VTA will pay all such costs directly.

### **2. Minor Amendments**

Minor changes to the provisions of this **Section V** that do no change the fundamental roles and responsibilities of the Parties nor contradict the general intent of the Parties as set forth herein may be made by Administrative Amendment.

## **P. DISPUTE RESOLUTION**

In the event that the Parties disagree over the service level inputs used in the O&M Cost Model as set forth in **Exhibit N**, or to the amount or allocation of Non-Routine Costs, they may hire an independent consultant as further set forth in **Section V.B.1.a.4**, as part of, or prior to, engaging in the Dispute Resolution process set forth in **Section VII**.

## **Q. LOW CARBON FUEL STANDARD (LCFS) CREDITS**

The Parties agree to share in the Low Carbon Fuel Standards (LCFS) credits that are generated by Revenue Service on the SVRT Extension under the LCFS program administered by the California Air Resources Board (17 Cal. Code §§ 95480-95497). At a minimum, the terms of such credit sharing shall be as follows:

1. For the first five years after the commencement of Revenue Service, allocation of credits will occur at a rate of 58% to VTA and 42% to BART.
2. After five years of Revenue Service, the Parties will reassess the allocation of credits based upon the calculated traction power cost savings to VTA using the previous five-year actual average rates for each agency.
3. The BART allocation will not be less than 35% or greater than 55%.

The Parties will enter into an Implementation Letter to set forth the details related to implementing these and other appropriate terms.



## **VI. ADMINISTRATIVE ISSUES**

### **A. WARRANTIES**

#### **1. BART Warranties.**

BART will obtain warranties for facilities, equipment and materials acquired by BART for the SVRT Extension consistent with BART's practices for similar items it acquires for the Core System. BART shall enforce warranties for all facilities, equipment and materials it operates and maintains for the SVRT Extension consistent with BART's, standards, practices, policies, and procedures.

#### **2. VTA Warranties.**

VTA will obtain warranties for SVRT Facilities and equipment and materials acquired by VTA that are operated and maintained by BART. VTA will assign such warranties to BART and BART will manage and enforce them consistent with BART's standards, practices, policies and procedures.

#### **3. Cooperation/Voiding of Warranties.**

The Parties will cooperate, as needed, in the supervision and enforcement of warranties the other has obtained for facilities, equipment and materials for the SVRT Extension.

Except in cases where BART determines in good faith that there is an emergency, which for purposes of this section shall be instances where human health or safety or damage to property (real or personal) is threatened, BART shall not, without first obtaining approval of VTA, take an action that would knowingly and intentionally void any warranty that: (i) covers an individual component of an SVRT Facility valued at over \$10,000, or (ii) covers multiple components in a larger system of SVRT Facilities, which components are collectively valued at over \$100,000. VTA's approval of the foregoing will not be unreasonably withheld or delayed. In the event of action voiding a warranty in an emergency, BART shall advise VTA of the voiding of such warranty as soon as practicable.

#### **4. Reporting.**

BART will provide VTA with reports on the status of warranty claims related to warranties referenced in this **Section VI.A.**

#### **5. Credits.**

BART will credit VTA for any funds received as a warranty payment, to the extent that such funds are duplicative of payments BART has already received from VTA, as further set forth in **Section V**, herein.

**6. Amendment.**

The provisions of **Section VI.A.3 and VI.A.4** may be amended by Administrative Amendment.

**B. RECORDS, REPORTING and AUDITS**

**1. Records and Inter-Party Reporting Generally.**

Each Party will maintain information and records relating to its activities under this Agreement as required by law and according to its business practices.

The Parties will share information and records with each other where specifically indicated in this Agreement and pursuant to the timeframes and other terms and conditions as set forth in this Agreement.

In addition to any information and record-sharing that may be described in other sections of this Agreement, the Parties agree to the following:

**a. Warranties.**

Subject to VTA providing all initial warranty information necessary for BART to track warranties in BART's asset management system, BART will provide to VTA, on an annual basis, a report on the status of warranty claims on SVRT Facilities and SVRT Revenue Vehicles, consisting of a list of claims filed, claims outstanding, claims approved and claims denied, with the reason(s) for denial, if applicable.

**b. Ridership.**

The Parties acknowledge that, as of the Effective Date of this Agreement, BART publishes ridership information on its public website. Should BART cease to publish information reflecting SVRT Extension ridership on its website as a routine matter, then BART will so inform the VTA within a reasonable time frame following ceasing such publication and the Parties will thereafter confer and jointly determine an appropriate method for ensuring that VTA is provided the ridership information necessary for it to plan its quarterly bus and light rail service schedules.

**2. Fiscal Activity Records.**

VTA and BART will establish and maintain records pertaining to each of their fiscal activities relating to the SVRT Extension. The accounting systems of VTA and BART will conform to generally-accepted accounting principles.

**a. Inter-Party Accounting Records Inspections.**

Upon written request, the Parties will, at mutually agreed-upon times, permit each other to inspect, examine, re-examine, and copy such books, records, accounts and

data that are for the purpose of verifying statements, invoices or bills delivered pursuant to this Agreement (“**Accounting Records**”); each Party will provide to the other such assistance as may be reasonably required in the course of such inspection.

**b. Retention of Accounting Records.**

Each Party will retain intact all Accounting Records for three years following any payments to which such records relate. If either Party is subject to any state or federal grant agreements under which any portion of the SVRT Extension is funded that require the retention of Accounting Records for a period of longer than such three-year period, then such Party will notify the other in writing of such record retention period. In such event, each Party will retain such records for the time period requested by the other Party as required under any state or federal grant agreements.

**3. Third Party Regulatory Reporting.**

- a. Each Party will be responsible for meeting its own Third Party regulatory reporting requirements according to its responsibilities for the SVRT Extension. Should either Party be subject to Third Party regulatory reporting requirements that require information only available from the other Party, then, following a timely request and subject to **Section VI.B.4**, below, the Party holding the information will provide it to the requesting Party in a timely manner as needed to permit the Party subject to such requirement to comply therewith. Such information may include information contained in (i) copies of each Party’s Transit Asset Management Plan and any appendices or amendments thereto (“**TAM Plan**”), (ii) annual regulatory reports concerning assets for which the requesting Party has direct capital responsibility; and (iii) structural assessments and condition assessment reports for assets for which the requesting Party has direct capital responsibility.
- b. Additionally, upon request, each Party will provide the other with a copy of any regulatory report for the SVRT Extension that it submitted to a regulatory agency. Examples of such reports include: National Transit Database reports and RTCI/TermLite reports, or equivalent inventory reports, structural assessments and condition assessment reports submitted pursuant to regulatory requirement to any regulatory agency, and TAM Plans.
- c. Wherever there is a redundancy among all or part of the information required to satisfy both Parties’ Third Party regulatory reporting requirements, the Parties will coordinate their reporting activities in advance to ensure that the information reported by one is consistent with the information reported by other.
- d. The Parties acknowledge that this Agreement is subject to California Government Code Section 8546.7, which provides in part that “every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000)...shall be

subject to the examination and audit of the California State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the contract.”

**4. Confidential and Security-Sensitive Information.**

Neither Party will be required to turn over any records or information to the other that it determines to be confidential or security-sensitive in nature unless the Parties have first entered into a mutually acceptable confidentiality agreement covering the handling and release of such records or information

**C. PROGRAM MANAGER**

Prior to commencement of Revenue Service, each Party will designate a Program Manager who will be the primary point of contact for routine issues relating to the obligations of that Program Manager’s respective agency pursuant to this Agreement and for addressing matters of routine concern in the implementation of this Agreement. Program Managers will confer on a monthly basis, or more frequently if desired, during the first year of Revenue Service and thereafter as needed. The Program Managers will serve as the principal points of contact for, among other things: (i) addressing matters related to the SVRT Extension that do not require decisions by persons at the executive management level, (ii) coordinating information and document delivery, receipt, reviews and approvals required by either Party hereunder and (iii) coordinating the development of Implementation Letters, Administrative Amendments, and side agreements as needed.

Either Party may change its Program Manager, in its complete discretion, and will give timely written notice of such change to the other Party.

**D. THIRD-PARTY AGREEMENTS**

**1. Agreements for Maintenance of Third-Party Facilities.**

VTA will provide for the maintenance of any Third-Party Facilities on the SVRT Extension Properties through separate agreements with the applicable Third Parties. Such arrangements must be consistent with the terms of **Section II.E** of this Agreement, including compliance with access and permit requirements.

**2. Agreements with Third Parties for O&M of SVRT Facilities.**

Except as otherwise explicitly set forth in this Agreement, each Party may enter into agreements with Third Parties for the purposes of performing their O&M obligations under this Agreement.

**3.** Notwithstanding the provisions in this **Section VI.D**, neither Party will enter into any Third-Party Agreement that obligates the other in any way or limits the other Party’s rights under this Agreement without the prior written approval from that other Party.

## **VII. DISPUTE RESOLUTION**

### **A. INTERNAL DISPUTE RESOLUTION**

Either Party may, at any time upon written request, invoke the following procedure to handle any dispute related to this Agreement.

#### **1. First Level**

Each Party will designate staff to be the initial person(s) to discuss any apparent dispute or disagreement between the Parties and initiate this procedure. For BART, the first level person, unless BART designates otherwise in writing, will be the BART Program Manager. For VTA, the first level person, unless VTA designates otherwise in writing, will be the VTA Program Manager. For any matter designated by the initiating Party as "urgent," the other Party will make its first response within one business day of receiving the notice, or within such other period as the first level persons may agree. Unless a matter is designated "urgent" by the initiating Party, the other Party will respond within 10 business days, or within such other period as the first level persons may agree. The "urgent" designation must appear in large font in the subject line of the written notice.

#### **2. Second Level**

Each Party will designate an individual to whom matters not resolved at the first level will be referred. Matters will not be referred to the second level until a good faith effort has been made to resolve them at the first level. For BART, the second level person, unless BART designates otherwise in writing, will be the Assistant General Manager of Operations. For VTA, the second level person, unless VTA designates otherwise in writing, will be the Deputy General Manager/ CFO. For any matter designated by the initiating Party as "urgent," the other Party will make its first response within one business day, or within such other period as the second level persons may agree. Unless a matter is designated "urgent" by the initiating Party, the other Party will respond within five (5) business days, or within such other period as the second level persons may agree.

#### **3. Third Level**

Each Party will designate an individual to whom matters not resolved at the second level will be referred. Matters will not be referred to the third level until a good faith effort has been made to resolve them at the second level. These designated third level persons will constitute the final internal level within BART and VTA for resolution of issues between the Parties. For BART, the third level person, unless BART designates otherwise in writing, will be the General Manager. For VTA, the third level person, unless VTA designates otherwise in writing, will be the General Manager. Dispute resolution at this level may only be initiated by a Party's General Manager. The initiating person will request a response from that person's counterpart, and that response must be made within ten (10) business days.

## **B. ALTERNATIVE DISPUTE RESOLUTION**

If the dispute is not resolved at the third level, the General Manager of BART and the General Manager of VTA may agree to a method of binding or non-binding, alternative dispute resolution, including mediation or non-judicial arbitration.

## **C. JUDICIAL REMEDIES**

It is the intent of the Parties that litigation be avoided as a method of dispute resolution to the extent possible. However, nothing herein will foreclose or limit the ability of either Party to pursue judicial remedies or to file suit (including the filing of suit prior to or during the alternative dispute resolution process) in order to comply with the applicable statute of limitations.

## **D. RELEVANCE OF DISPUTE RESOLUTION PROCESS**

Nothing in this Agreement will be deemed to prevent any Agreement-related dispute among the parties from being subject to the dispute resolution process set forth in this **Section VII**.

# **VIII. INSURANCE**

## **A. EVIDENCE REQUIRED**

At or before execution of this Agreement each Party, acting as the “**Insuring Party**” shall keep or cause to be kept with insurers acceptable to the other (the “**Other Party**”), insurance as outlined below for this agreement. Evidence of this insurance must be provided in the form of a **Certificate(s) of Insurance** executed by an authorized representative of the insurer(s) or a **Letter of Self-Insurance** executed by an authorized representative of the Insuring Party. The Certificate(s) of Insurance or Letter of Self-Insurance shall reference the title of the Agreement to which the Certificate(s) of Insurance or Letter of Self-Insurance relates. In addition, a copy of all required endorsements shall be included with and attached to the Certificate(s) of Insurance. The Certificate(s) of Insurance or Letter of Self-Insurance shall be provided annually or as indicated below:

## **B. NOTICE OF CANCELLATION, REDUCTION OR MATERIAL CHANGE IN COVERAGE**

All policies shall be endorsed to provide the Other Party with thirty (30) days’ prior written notice of any cancellation, reduction, or material change in coverage. Notice shall be sent to the Other Party’s risk management department by the Insuring Party. The Insuring Party shall annually submit to the Other Party evidence of their insurance program confirming that the insurance required has been renewed and continues in place.

### C. QUALIFYING INSURERS

All policies shall be issued by insurers which hold a current policyholders alphabetic and financial size category rating of not less than A VII according to Best's Insurance Reports.

### D. INSURANCE REQUIRED

1. **General Liability Insurance** for bodily injury (including death), personal injury, and property damage that provides limits of not less than Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) annual aggregate.
  - a. Such coverage shall include:
    - (1) Premises and operations;
    - (2) Products and completed operations;
    - (3) Contractual liability, expressly including liability assumed under this Agreement;
    - (4) Advertising liability; and
    - (5) Separation of Insureds or severability of interest;
  - b. Such insurance must also include the following provisions and/or endorsements, copies of which shall be provided to the Other Party:
    - (1) Inclusion of the Other Party, its directors, officers, representatives, agents and employees as additional insureds as respects the Insuring Party's operations under this Agreement;
    - (2) No exclusion for explosion, collapse and underground perils (XCU)
    - (3) Stipulation that this insurance is primary insurance and that no insurance or self-insurance of the Other Party will be called upon to contribute to a loss, and
  - c. General Liability insurance policies **must not** exclude work performed within 50 feet, vertically or horizontally, of any trackway and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
2. **Umbrella/Excess Liability Insurance** at limits of not less than One Hundred Million Dollars (\$100,000,000) each occurrence/aggregate, inclusive of insurance and/or self-insurance over and above that specified in items 1, 3 and 4.
3. **Automobile Liability Insurance** for bodily injury (including death), personal injury, and property damage which provides limits of liability of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.
4. **Workers' Compensation/ Employers' Liability Insurance.** Statutory Workers' Compensation and Employers' Liability Insurance for not less than Five Million Dollars (\$5,000,000) per accident applicable to Employers' Liability coverage for all employees engaged in services or operations under this Agreement. The policy shall include Broad Form All States/Other States coverage. Coverage shall be specifically

endorsed to include the insurer's waiver of subrogation in favor of the Other Party, copies of which shall be provided to the Other Party.

5. **Professional Liability Insurance** covering liability arising out of any negligent act, error, mistake or omission in the performance of professional services under this Agreement at limits of not less than \$1,000,000 per occurrence and \$1,000,000 combined annual aggregate limit.
6. **Environmental Impairment/Pollution Liability Insurance** for bodily injury (including death), personal injury, and property damage, including natural resource damage and Third Party diminution in value claims. Coverage limits shall not be less than Five Million (\$5,000,000) per occurrence for sudden and accidental release of hazardous materials (including environmental restoration) as defined in California Health and Safety Code (H&S) Section 25117 and listed in the Title 22 California Code of Regulations Section 66260.10 and consequential containment, clean-up, disposal and penalties associated therewith.
7. **Railroad Protective Liability Insurance.** Whenever work is performed by a contractor on behalf of either Party within 50 feet of guideway rail in any direction, Railroad Protective Liability Insurance is required. Coverage shall include bodily injury (including death), personal injury, property damage, and first party physical damage, including loss of use thereof, to railroad property with limits of not less than Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate, applicable to all operations of both Parties within 50 feet, vertically or horizontally, of the guideway. Coverage must be at least as broad as that provided by CG 00 35 12 07, and both Parties will have the right to approve the policy wording. For purposes of this paragraph the named insureds on the Railroad Protective policy must include both Parties. Prior to notice to proceed and/or entering Other Party property, the Third Party contracted to perform work must file the original copy of the policy and a Certificate of Insurance for all other coverages with both Parties. This coverage shall be project specific and meet the requirements for contractors performing work as set forth in this Agreement. Insurance must be maintained for the duration of the project.
8. **Terrorism Liability Insurance** to cover terrorism including certified and non-certified acts of terrorism at limits of not less than Forty Million dollars (\$40,000,000) per occurrence. This coverage may be met by either Terrorism Risk Insurance Act (TRIA), self-insurance or a stand-alone terrorism policy.
9. **Cyber Liability Insurance** to cover network security and privacy liability at limits of not less than Two Million Dollars (\$2,000,000) per occurrence.
10. **Property Insurance** must be provided on a "Special Perils" policy form covering all physical loss or damage to property owned by each Insuring Party. Valuation will be Replacement Cost of damaged property at time of loss for the following subjects of insurance:



- (a) Building Coverage. Building coverage must include owned buildings or structures and any completed additions including permanently installed fixtures, machinery, and equipment for buildings or structures.
- (b) Business Personal Property and Equipment Coverage. Business Personal Property and equipment owned to include equipment not permanently installed, inventory or any other personal property.
- (c) Revenue Vehicles. Revenue Vehicles must be insured by the owner of such Revenue Vehicles. The date that ownership of Revenue Vehicles transfers shall be as set forth in the Agreement Regarding Procurement of Vehicles for the Santa Clara County BART Extension, dated November 5, 2013.

Property Insurance coverage must include flood (for property in flood plain) pursuant to Federal Emergency Management Agency regulations (FEMA) and Santa Clara County Floodplain Management.

Coverage must be specifically endorsed to include a Waiver of Subrogation Endorsement in favor of the Other Party, copies of which shall be provided to the other Party.

#### **E. SPECIAL PROVISIONS**

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Insuring Party, and any approval of said insurance by the Other Party is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Insuring Party pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The Other Party acknowledges that some insurance requirements contained in this Agreement may be fulfilled by a funded self-insurance program of the Insuring Party. However, this shall not in any way limit liabilities assumed by the Insuring Party under this Agreement. Any self-insurance program must be approved in writing by the Other Party.
3. Should any work under this Agreement be contracted out, the Insuring Party shall require each of its contractors or sub-contractors of any tier to provide adequate insurance coverage for the work to be undertaken or the Insuring Party may insure contractor(s) or sub-contractors(s) under its own policies. If contractor work to be performed is within 50 feet of rail right of way, the minimum General Liability Coverage required of contractors is \$5,000,000 per occurrence/\$10,000,000 annual aggregate. Each Party must ensure that its contractors' and sub-contractors' insurance policies name both Parties as Additional Insureds and grant, at minimum, a waiver of subrogation.

## **IX. LIABILITY, INDEMNIFICATION AND CLAIMS HANDLING**

### **A. LIABILITY AND INDEMNIFICATION**

#### **1. VTA Indemnity.**

VTA will indemnify, defend and hold harmless BART and its directors, officers, agents, contractors, and employees:

- a. from any liability for injury or property damages to the extent caused by VTA's negligence or willful misconduct arising out of: (i) the performance of VTA's duties pursuant to this Agreement; or (ii) any obligation, responsibility or duty delegated to or assumed by VTA pursuant to this Agreement;
- b. from any liability for injury or damages arising out of any demands, suits or claims for loss, damages, injury and/or liability (including reasonable attorneys' fees) alleging that BART's use of SVRT Extension Real Property violates any real property rights or interests (including a claim alleging inverse condemnation) of the complaining party or any party on whose behalf the complaining party brings suit; and
- c. as more specifically described in **Section II.U.7** of this Agreement (related to artwork on the SVRT Extension) and in **Section II.G.6.d** relating to performance of the C-700 Contractor.

#### **2. BART Indemnity.**

BART will indemnify, defend and hold harmless VTA and its directors, officers, agents, contractors, and employees, from any liability for injury or property damages to the extent caused by BART's negligence or willful misconduct arising out of: (i) the performance of BART's duties pursuant to this Agreement; or (ii) any obligation, responsibility or duty delegated to, or assumed by, BART pursuant to this Agreement.

#### **3. Hazardous Materials Indemnity.**

##### **a. Introduction of Hazardous Materials.**

Except as set forth in **Section IX.A.3.c**, below, each Party will indemnify, defend and hold harmless the other Party and its directors, officers, agents, contractors, and employees, from any liability, claims, loss or damages arising from the release of Hazardous Materials by the indemnifying Party on the SVRT Extension.

##### **b. Presence of Hazardous Materials.**

To the extent permitted by law, the VTA will indemnify, defend and hold harmless BART and its directors, officers, agents, contractors, and employees, from any liability, claims, loss or damages, arising from the presence of Hazardous Materials

present in, on, under or around any segment or portion of SVRT Extension Property at or before the time BART commences operations and maintenance activities pursuant to this Agreement, on such segment or portion of SVRT Extension Property (including those Hazardous Materials reburied on the SVRT Extension pursuant to the Contaminant Management Plan, dated November 2014 and the Remedial Action Plan with the Regional Water Quality Control Board, dated February 2012), except to the extent that such Hazardous Materials are dispersed due to the negligence or willful misconduct of, or breach of this Agreement by, BART and/or its directors, officers, agents, contractors and employees.

**c. Hazardous Materials Produced by Permissible Operation and Maintenance Activities.**

In addition, VTA will indemnify, defend and hold harmless BART and/or its directors, officers, agents, contractors and employees from any claims or liabilities arising from the presence of Hazardous Materials on the SVRT Extension, which Hazardous Materials are on the SVRT Extension as a result of BART's performance of its operations and maintenance obligations as set forth in this Agreement, except to the extent that such presence is due to the negligence or willful misconduct of, or breach of this Agreement by, BART and/or its directors, officers, agents, contractors and employees.

**4. Expenses and Costs.**

The indemnifying Party will bear all expenses and costs and will pay all settlements or final judgments arising out of any claim, action or proceeding arising from any indemnification obligation of the indemnifying Party under this Agreement, including the costs of defense.

**5. Entire Agreement re: Indemnification.**

Pursuant to California Government Code Section 895.4, this **Section IX.A**, together with any further specific indemnity provisions set forth in this Agreement, constitutes the entire agreement between the Parties hereto regarding indemnification for liabilities which may be incurred by either Party with respect to any performance by the Parties under this Agreement. The provisions related to indemnification in the Comprehensive Agreement shall remain in effect for those portions of the Comprehensive Agreement not superseded by this Agreement.

**B. CLAIMS HANDLING PROCEDURES**

1. Should a claim, action or proceeding of any nature be brought at any time against a Party entitled to indemnification pursuant to this Agreement, the Party entitled to indemnification will promptly provide notice to the indemnifying Party of such claim, and will tender the defense of such claim to the indemnifying Party which will thereafter provide all such defense, indemnity and protections as are necessary under the provisions of this Agreement. The Party entitled to indemnification will provide such additional information or assistance as is reasonably requested by the

indemnifying Party to assist in the defense, prosecution or settlement of any such claim. The indemnified Party may engage counsel of its choice to defend said indemnified Party with the consent of the other Party, which consent will not be unreasonably withheld.

2. For claims arising from incidents that occur in one Party's Area of Control, the Party in whose Area of Control the claim arises will be designated as the lead Party in processing, handling, adjusting and disposing of such claims, except that in the event that one Party owes the other a duty of indemnification for such claim, the Party owing the indemnification will be the lead party. Determination of the lead will be made without regard to which Party received the claim and if a Party receives a claim for which the other is the proper lead, it shall promptly notify the other Party and forward the claim to that Party. The lead Party in handling a claim will handle such claims in accordance with its general practices and procedures.
3. For claims arising from incidents that occur in both Party's Areas of Control, the Parties will meet and confer to designate which Party will lead the processing, handling, adjusting and disposing of such claims.
4. Should personal injury and property damage claims arise where there may be exposure to both Parties, the Parties agree that the settlement or payment arising from such claims will be addressed through a pro-rata method based on the comparative negligence of either Party or other pro-rata apportionment as may be agreed by the Parties. The Parties may agree in the future to modify the claim settlement process herein by Administrative Amendment to this Agreement.
5. In specific cases, the Parties may separately agree to joint legal representation and the proportionate sharing of all costs and expenses related thereto, including legal fees of outside counsel. Any such agreement would not constitute an amendment to this Agreement.

## **C. SURVIVAL**

The provisions of this **Section IX** will survive termination of performance under this Agreement and remain in full force and effect.

## **X. DEFAULT**

### **A. DEFINITION**

For purposes of this Agreement a "Default" means any material failure of either Party to perform the services or other required acts or obligations required under this Agreement within the time specified herein or any agreed extension thereof.

## **B. FORCE MAJEURE**

In addition to specific provisions of this Agreement, performance by either Party shall not be deemed to be in Default where delays or Defaults are due to a **Force Majeure Event**, which, for purposes of this Agreement, shall be defined as war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, quarantine restrictions, cyclones, casualties, acts of God, acts of the public enemy, epidemic, government restrictions, freight embargoes, shortages of labor or materials, unusually inclement weather, lack of transportation, court order, or any other similar causes beyond the control or without the fault of either Party.

An extension of time to perform any provision of this Agreement will be deemed granted for any Force Majeure Event if notice by the Party claiming such extension is sent to the other Party within thirty (30) days from the date the noticing Party knew or should have known of the existence of the Force Majeure Event. Time of performance under this Agreement may also be extended by mutual written agreement, signed by both Parties or, based on the facts and circumstances of each case and, if applicable, either Party may invoke its right to terminate this Agreement as provided in **Section XII**.

## **C. SURVIVAL**

The provisions of this **Section X** shall survive termination of performance under this Agreement.

## **XI. SERVICE OBLIGATION**

Notwithstanding any other provision of this Agreement, the Parties agree that at no time will BART be required to provide service in Santa Clara County if VTA is not meeting the VTA Cost Obligation.

If VTA fails or refuses to pay the VTA Cost Obligation, and prior to depletion of the funds in BART's Subsidy Assurance Account, BART may reduce or stop service or otherwise take action to reduce costs under this Agreement.

Upon any permanent stopping of service in Santa Clara County and certification by BART and no amounts are due or will be owing, BART will return any amounts remaining in its Subsidy Assurance Account to VTA.

## **XII. TERMINATION**

### **A. TERM**

The term of this Agreement shall commence upon the Effective Date. This Agreement shall be deemed to terminate upon written agreement by the Parties or as otherwise set forth in this **Section XII**, Termination.

## **B. TERMINATION FOR CONVENIENCE**

### **1. Timing.**

Termination for convenience may only occur after 25 years have passed from commencement of Revenue Service on Segment I. After such time, either Party may terminate this Agreement, without cause, by giving written notice to the other Party at least thirty-six (36) months in advance of the intended date of such termination. In connection with any amendment of this Agreement associated with the commencement of Revenue Service on Segment II, the Parties will negotiate in good faith to determine whether an extension or other modification of the period for termination for convenience is appropriate.

### **2. Costs.**

Subject to **Sections XII.E.4 and XII.E.5** below, upon such termination for convenience, the terminating Party will be liable to the non-terminating Party for all costs reasonably and actually incurred and attributable to the termination.

### **3. Analysis.**

In addition, in the event of termination for convenience by either Party, the Parties will conduct an analysis of the impacts to both Parties of such termination. The purpose of the analysis would be to allow the Parties to reach an agreement on the terms related to separation of the systems. Items to be considered may include, but would not be limited to the following:

- Costs of physical separation of the system;
- Ownership and maintenance of assets;
- Distribution of fare revenue;
- Operating costs;
- Operating shortfall; and
- Future capital costs (both SVRT and Core System<sup>12</sup>)
- The potential unamortized value of any capital contributions made by VTA or BART.

---

<sup>12</sup> It is presumed that some Santa Clara County riders will still use the Core System and some BART County Riders will still use the SVRT Extension.

## C. TERMINATION FOR CAUSE

### 1. Default/ Cure Period.

Subject to the cure period set forth herein, if either Party should be in Default (as defined below) of this Agreement, the other Party may give that Party a notice of Default and intent to terminate that will take effect no less than twenty-four months after the date of such notice. The defaulting Party shall have one year after the date of receipt of such notice to cure such Default or, if such remedy cannot reasonably be completed within one year, to commence curing such Default and be diligently prosecuting such cure to timely completion. Upon timely completion of the cure, the notice of Default and intent to terminate shall be deemed rescinded. If the Parties disagree upon whether a remedy can reasonably be completed within one year (or whether a condition has been cured), such disagreement shall be subject to the dispute resolution procedures set forth in **Section VII**.

### 2. Costs.

Subject to the provisions of **Section XII.E.4**, unless otherwise agreed to by the Parties in writing, upon termination for cause based on Default, the non-defaulting Party shall be entitled to recover from the defaulting Party all associated damages and costs reasonably and actually incurred and attributable to the termination.

## D. FORCE MAJEURE TERMINATION

Either Party may terminate performance under this Agreement, in its discretion as a result of a Force Majeure Event, as defined in **Section X.B**, above. The Party seeking termination under this section must provide written notice to the other Party within nine (9) months following such event.

## E. MISCELLANEOUS TERMINATION PROVISIONS

1. Subject to the terms of this **Section XII**, all written termination notices under this **Section XII** must specify a date on which the termination will become effective (the "**Termination Date**").
2. Each Party shall have the duty to mitigate its own costs and damages attributable to the other Party's termination, starting from the date the non-terminating Party receives notice of the proposed termination.
3. All sums owed by one Party to the other under this **Section XII** will be due and payable on the Termination Date unless the Parties agree otherwise in writing.
4. Upon termination for any reason the costs attributable to the termination shall not include: (a) costs associated with VTA's subsequent operating and maintenance of the SVRT Extension nor any costs associated with original construction of the Segment I

or Segment II; or (b) costs associated with BART's subsequent operating and maintenance of the Core System.

5. Upon termination for any reason, BART's obligation to operate and maintain the SVRT Extension under this Agreement will cease and BART will cease to operate the SVRT Extension south of Warm Springs/ South Fremont Station. As of the Termination Date, VTA will assume full and exclusive responsibility and liability for the SVRT Extension, including all SVRT Extension Property and SVRT Facilities, with the exception of BART-owned facilities, property and equipment, which shall remain under BART's sole ownership and control.
6. Nothing in this Agreement will be deemed to preclude VTA from running VTA-owned Revenue Vehicles on VTA-owned SVRT Facilities after termination. In the event of severance of the SVRT Extension from the Core System, the Parties will work cooperatively and use their best efforts: (a) to complete such severance within three years after termination of this Agreement; and (b) to minimize impacts on both the Core System and the SVRT Extension.
7. Following termination, any tie-in, coordination, or integration of SVRT Extension operations to Core System operations, and/or any assistance that may be provided by BART related to certification of the SVRT Facilities as a stand-alone transit system will be subject to a separate agreement between the Parties.
8. To the extent that VTA or any operator other than BART intends to operate rail service on the SVRT Extension following termination of this Agreement, the Parties will cooperate with each other to facilitate a smooth transition to the new operations. If the SVRT Extension is to be operated by any entity other than BART, then VTA shall remove all BART logos, insignias, colors and other signifiers of the BART identity from the SVRT Extension, including website, communications, SVRT Facilities, and SVRT Extension Property unless BART enters into a separate agreement allowing the use thereof.
9. As of the Termination Date, BART will, at VTA's request, execute, acknowledge, and deliver to VTA a quitclaim deed(s) and/or any other appropriate instrument(s) reasonably requested by VTA to evidence or otherwise effect the termination of BART's interest in the O&M Easements and any other property interest conveyed from VTA to BART for purposes of performing BART's obligations hereunder.
10. BART shall deliver all Revenue Vehicles and non-Revenue Vehicles owned by VTA to VTA at a mutually agreed location within the BART District or Santa Clara County, unless the Parties agree otherwise in writing.
11. **Sections XII.B.2 & 3, X.C.2 and XII.E.2-10**, as well as any other provisions in this Section that, by their language, nature, or context, indicate an intent to survive termination of this Agreement shall survive termination hereof.



### **XIII. AMENDMENTS AND IMPLEMENTATION LETTERS**

#### **A. AMENDMENT OR MODIFICATION OF THIS AGREEMENT**

From time to time, by mutual agreement, the Parties may reopen, revise and/or clarify, in whole or in part, any element of this Agreement, including the exhibits that are attached and made a part hereof. This Agreement may not, however, be changed, modified or amended, in whole or in part, except in a writing signed by an authorized representative of each Party. Except where an Administrative Amendment is specifically permitted in this Agreement, an amendment of this Agreement shall require approval of the respective Board of Directors of each Party.

#### **B. ADMINISTRATIVE AMENDMENTS**

If expressly permitted herein, the Parties' General Managers may amend this Agreement without approval of their respective boards of directors through "Administrative Amendments." Administrative Amendments may modify or explicitly contradict terms and conditions of this Agreement, but shall not require approval of the Parties' respective boards of directors. However, nothing herein shall be deemed to forbid the General Manager of either Party from referring approval of any issue that could be subject to Administrative Amendment to that General Manager's board of directors. If a Party decides to refer approval of an Administrative Amendment to its Board of Directors, it shall give the other Party as much notice as reasonable feasible, but in no event fewer than thirty (30) calendar days in advance of the proposed Board meeting date.

Administrative Amendments will be legally binding upon the Parties.

Administrative Amendments shall not make fundamental changes to the underlying roles of the parties; therefore, Administrative Amendments can only be used where the parties have expressly stated in this Agreement that their use is appropriate. Other amendments to this Agreement that explicitly contradict terms and conditions of this Agreement require approval of the Parties' respective Boards of Directors.

#### **C. IMPLEMENTATION LETTERS**

The Parties may enter into implementing side agreements for the limited purposes of resolving any ambiguities or expanding upon issues addressed herein ("**Implementation Letters**").

1. Implementation Letters may be initiated and written by either Party. When either Party either submits a draft or comments on a draft to the other Party, the other Party shall use best efforts to respond and provide comments no later than ten (10) business days after the date of receipt and shall in no event respond and provide comments later than twenty (20) business days after receipt.
2. Implementation Letters may not contradict the provisions of this Agreement and shall be limited to resolving any ambiguities or expanding upon issues already addressed

herein for the purpose of implementing this Agreement. Implementation Letters will be legally binding upon the Parties and may be approved by each Party's General Manager, in his or her discretion, without approval of the Parties' respective boards of directors. Notwithstanding the foregoing, the General Manager of either Party will have the complete discretion to refer approval of such Implementation Letter to that General Manager's board of directors. If a Party decides to refer approval of an Implementation Letter to its board of directors, it shall give the other Party as much notice as reasonable feasible, but in no event fewer than thirty (30) calendar days in advance of the proposed board meeting date.

#### **D. CLARIFICATION OR AMENDMENT OF O&M MAPS**

The O&M Maps may be clarified at any time by Implementation Letter. The O&M Maps may be amended at any time by Administrative Amendment to show changes in the location of improvements and minor changes to the Areas of Control.

Prior to the commencement of Revenue Service on Segment II, the Parties will amend **Exhibit A**, the O&M Maps, to include Segment II.

### **XIV. MISCELLANEOUS PROVISIONS**

#### **A. FURTHER ASSURANCES**

- 1. Additional Instruments.** Each Party shall deliver to the other the documents and information necessary to carry out this Agreement.
- 2. Unforeseen Circumstances.** Should unforeseen circumstances occur, BART and VTA will negotiate in good faith to reach agreement on any amendment(s) that may be necessary to fully effectuate the Parties' intentions under this Agreement.

#### **B. APPLICABLE LAW**

This Agreement shall be interpreted under and pursuant to the laws of the State of California. Jurisdiction and venue of any dispute between the Parties to this Agreement shall be in the Superior Court of Santa Clara County or Alameda County as appropriate.

#### **C. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the transferees, successors and assigns of each of the Parties to it, except that there shall be no transfer of any interest by any of the Parties to this Agreement except pursuant to the terms of the Agreement.

#### **D. SEVERABILITY**

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

#### **E. HEADINGS AND TITLES**

Any headings and titles of the sections of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any part of its provisions.

#### **F. NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS**

No director, member, official, employee or agent of VTA or BART shall be personally liable to any Party to this Agreement or any successor in interest in the event of any Default or breach of this Agreement or for any amount which may become due on any obligation under the terms of this Agreement.

#### **G. REMEDIES NOT EXCLUSIVE**

No right or remedy conferred upon or reserved to BART or VTA under this Agreement is intended to be exclusive of any other right or remedy, except as expressly stated in this Agreement, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter existing at law or in equity or by statute, except such rights or remedies as are expressly limited in this Agreement.

#### **H. WAIVER**

BART's commencement of Revenue Service on any segment of the SVRT Extension will not be construed as a waiver of any right BART may have to request resolution of any design, construction or other issues related to VTA's obligations arising from SVRT Extension design and construction phases, such as resolution of any remaining construction and testing punch list items or discrepancies.

No delay or failure of either Party in enforcing against the other Party any provision of this Agreement, and no partial or single exercise by either Party of any right hereunder, shall be deemed to be a waiver of, or in any way prejudice, any right of that Party.

#### **I. NOTICES**

All transmittals and notices required hereunder may be given by personal delivery, U.S. Mail, courier service (such as Federal Express) or by e-mail transmission with confirmation of receipt. Notices shall be effective upon receipt at the addresses set forth below or to such other addresses as may be specified in writing and provided to the other Party's Program Manager in accordance with the terms set forth in this **Section XIV.I.**

**To BART:** San Francisco Bay Area Rapid Transit District  
300 Lakeside Drive, 14<sup>th</sup> Floor  
Oakland, CA 94612  
Attention: Assistant General Manager, Operations

San Francisco Bay Area Rapid Transit District  
300 Lakeside Drive  
Oakland, CA 94612  
Attention: SVRT Extension Program Manager

**With a copy to:** San Francisco Bay Area Rapid Transit District  
300 Lakeside Drive, 23<sup>rd</sup> Floor  
Oakland, CA 94612  
Attention: General Counsel

**To VTA:**

Santa Clara Valley Transportation Authority  
3331 N. First Street, Bldg. B-2  
San Jose, California 95134-1906  
Attn: General Manager

Santa Clara Valley Transportation Authority  
3331 N. First Street, Bldg. C-2  
San Jose, California 95134-1906  
Attention: Program Manager

**With a copy to:** Santa Clara Valley Transportation Authority  
3331 N. First Street, Bldg. C-2  
San Jose, California 95134-1906  
Attn: Office of General Counsel

**J. PARTIES IN INTEREST**

Nothing in this Agreement, whether expressed or implied, is intended to (1) confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors and permitted assigns; (2) relieve or discharge the obligation or liability of any Third Party to a Party to this Agreement; nor (3) give any Third Parties any right of subrogation or action over and against any Party to this Agreement.

**K. ASSIGNMENT**

Neither Party shall assign, transfer or otherwise substitute its obligations under this Agreement without the written consent of the other Party.

**L. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

#### **M. COMPLIANCE WITH LAWS**

The Parties shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of federal, state or local government, or any agency thereof, which relate to or in any manner affect the performance of this Agreement.

#### **N. INTERPRETATION**

Each Party has negotiated and reviewed the terms of this Agreement and has entered into this Agreement after consultation with its legal counsel. Consequently, the doctrine that ambiguities in an agreement should be resolved against the drafting Party shall not be employed in connection with this Agreement, which shall be interpreted in accordance with its fair meaning.

#### **O. AGREEMENTS**

Except as otherwise expressly set forth herein, where any term of this Agreement requires permission or other agreement from a Party, or an agreement between the Parties, such agreement shall be valid only if it is issued in writing from a Group Manager-level or above employee within the department having responsibility for the subject matter. Either Party may request the other Party's Program Manager to identify the appropriate staff with authority to enter into any such agreement.

#### **P. EXHIBITS**

Except as otherwise provided in this Agreement, all Exhibits referenced to herein are incorporated herein by this reference.

#### **Q. USE OF "SHALL"**

For purposes of this Agreement, use of the word "shall" will not be deemed to mean "may."

#### **R. SURVIVAL**

Any provision in this Agreement that, by its language, nature, or context, indicates an intent to survive termination of this Agreement will survive termination hereof.

## **XV. DEFINITIONS**

**1976 Measure A.** Ballot measure approved by Santa Clara County voters that enacted a permanent one-half (1/2) cent sales tax to support the operation and development of transit service in Santa Clara County.

**2008 Measure B.** The ballot measure that approved the 2008 Measure B Sales Tax by a two-thirds majority of Santa Clara County voters in November of 2008 for BART to operate/maintain/improve the 16.1 mile Santa Clara County BART extension.

**2008 Measure B Sales Tax.** The one-eighth (1/8) cent sales tax approved by 2008 Measure B which tax has been collected since July 1, 2012 and is currently scheduled to sunset as of June 30, 2042, including any extensions of such tax.

**2008 Measure B Sales Tax Revenues.** Revenues from the 2008 Measure B Sales Tax.

**2008 Measure B Sales Tax Trust Agreement.** The trust agreement between VTA, BART and the 2008 Measure B Trustee relating to the Dedication of the 2008 Measure B Sales Tax Revenues.

**2008 Measure B Trustee.** The trustee under the 2008 Measure B Sales Tax Trust Agreement. The 2008 Measure B Trustee will be U.S. Bank National Association unless such Trustee is changed pursuant to the terms of the 2008 Measure B Trust Agreement.

**ADA.** The Americans with Disabilities Act.

**Administrative Amendment.** Amendments to this Agreement that may be entered into by the Parties' General Managers and do not require separate approval of the Parties' respective Boards of Directors as further set forth in **Section XIII**, herein.

**Agreement or O&M Agreement.** This Operations and Maintenance Agreement.

**Ancillary Revenues.** The revenues as described in **Section V.E.3** of this Agreement.

**Annual Adjustment.** The annual adjustment pursuant to **Section V.F.1.c**, herein.

**Annual Operating Expense.** BART's gross annual O&M expense for the SVRT Extension.

**Applicable Annual Sales Tax Revenue.** Annual fiscal year revenue received from 2008 Measure B Sales Tax and, after termination of 2008 Measure B Sales Tax, received from 1976 Measure A, as reported by CDTFA on an accrual basis.

**Area of Control.** One or both of the BART Area of Control and VTA Area of Control.

**Art Tiles.** The tile artwork in the Milpitas Station designed by Amy Trachtenberg.

**BART.** The San Francisco Bay Area Rapid Transit District a rapid transit district established pursuant to California Public Utilities Code Section 28500 et seq.

**BART Area of Control.** The (1) areas designated as "BART Area of Control" on the O&M Maps, including the Station Buildings, Operating Corridor, and Support Assets, and (2) SVRT Revenue Vehicles.

**BART Core Trip.** A passenger trip that is entirely on the Core System. A BART Core trip has at least one entry and one exit on the Core System with no entries or exits in the SVRT Extension.

**BART Segment I Easement.** The easement transferred by the Segment I Easement Deed consisting of the Operating Easement, the Maintenance Easements and the Access Easements.

**BART Station.** Any station on the BART System.

**BART System.** The Core System plus the SVRT Extension.

**Berryessa Station.** The Station located at Berryessa Road in the City of San Jose.

**BPR.** BART'S budget performance report.

**BSV II Project.** See definition for Phase II Project.

**Budget Shortfall.** In any given fiscal year, the difference between (1) BART's budgeted OM&C costs for the SVRT Extension for that year, minus (2) the amount of the Subsidy for that year, plus any prior fiscal year credits, plus the budgeted SVRT Fare Revenues (as defined in this Agreement).

*Budgeted OM&C costs – (Subsidy + VTA Credits + Fare Revenues) = Budget Shortfall*

**Budget Shortfall Fund.** The fund by that name established by the Trustee pursuant to the Trust Agreement and as described in **Section V.G.3.c.(3)** of this Agreement.

**Budgeted Gross O&M.** BART's budgeted, annual, gross O&M costs for the applicable Fiscal Year as further defined in **Section V.G.5.d.**

**Bus Bridge.** The temporary transport of BART passengers by bus between specified locations when BART track work or other planned or unplanned events disrupt normal revenue service.

**Capital Costs.** Defined in **Section V.C.1.**

**Capital Improvement Program.** BART's 10-year Capital Improvement Program, including annual updates, or any equivalent program that may be adopted by the BART Board of Directors.

**Capital Investments.** Assets such as facilities, materials, vehicles and other equipment acquired, constructed and/or installed for the SVRT Extension.

**CARB.** California Air Resources Board.

**Car Miles.** Miles traveled by a Revenue Vehicle.

**CDTFA.** The California Department of Tax and Fee Administration, which assumed the duties of the California State Board of Equalization with respect to the collection of the 2008 Measure B Sales Tax pursuant to the Taxpayer Transparency and Fairness Act of 2017.

**CIP.** Capital Improvement Program.

**Commute Capacity.** The capacity to carry passengers. Methods to increase Commute Capacity include adding Commute Trains, lengthening trains, and canceling Make/Breaks.

**Commute Trains.** Extra trains that are deployed over base service levels to address extra demand.

**Comprehensive Agreement.** That certain agreement, effective as of November 19, 2001, entitled, "Comprehensive Agreement between the Santa Clara Valley Transportation Authority (VTA) and the San Francisco Bay Area Rapid Transit District (BART) In Connection With The Proposed Santa Clara County BART Extension."

**Core System.** The regional transit system operated by BART, in the counties of Alameda, Contra Costa, San Francisco and San Mateo, and as it may be expanded in said counties in the future.

**Cost Driver.** A variable or characteristic that serves to influence, or drive, costs. The Cost Drivers used in calculating VTA's capital cost obligations are more particularly described in **Exhibit O**. Cost Drivers for O&M cost obligations are described in **Table 1 of Exhibit N**.

**Cost Model.** The cost model that was approved by the Parties, which was provided by BART to VTA on April 7, 2020, and as it may be revised from time to time.

**CPI.** Consumer Price Index for all urban consumers, the San Francisco- Oakland- Hayward or, if said index is no longer maintained by the US Government, a similar calculation of inflation.

**CPUC.** California Public Utilities Commission.

**Dedicate or Dedication.** The act of pledging, assigning, transferring and granting a first lien security interest to BART or to a Trustee for the benefit of BART in all right, title and interest VTA has in a funding source.

**Dedicated Revenues.** Revenues received from Dedicated Revenue Source(s).



**Dedicated Revenue Source.** One or more Ongoing funding source(s) that that have been Dedicated to BART as set forth in **Section V.E.1.**

**Default.** Defined in **Section X.A.**

**Direct Costs.** Defined in **Section V.B.1.**

**Effective Date.** The first date that this Agreement has been signed by both Parties.

**Emergency.** A situation or condition that threatens imminent harm to persons or property or imminent shut-down or significant delay on BART rail services.

**Environmental Justice.** Will have the definition described in Executive Order 12898, and as amended and implemented through DOT Order 5610.2(a) and FTA Circular 4703.1, which directs each federal agency to achieve environmental justice by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and/or low-income populations.

**Excess Peak Load.** The number of passengers above Peak Load Capacity.

**Expense Fund.** The fund by that name established by the Trustee pursuant to the Trust Agreement and as described in **Section V.G.3.c** of this Agreement.

**Expense Line Item.** Defined in **Section 2** of **Exhibit N.**

**Expressive Activities.** Expressive activities that are constitutionally protected by the First Amendment of the United States constitution and the Liberty of Speech Clause of the California Constitution.

**Extraordinary Event.** Defined in **Section V.D.3.**

**Fare Revenues.** collected fares (including any surcharges) paid by passengers using the BART system.

**Fiber Optic Facilities.** Defined in **Section II.J.2.a.(1)**

**Fiber Optic Services.** Defined in **Section II.J.2.a.(1)**

**Force Majeure Events.** Defined in **Section X.B.**

**FTA.** Federal Transit Administration.

**FY.** Fiscal year, which will be the period of July 1 through June 30.

**Growth Rate.** The annual sales tax growth rate that will be used to calculate increases in the Subsidy each fiscal year. The Growth Rate will be determined on an annual basis by dividing Applicable Annual Sales Tax Revenue for the most recent completed Fiscal Year, by the highest previous Applicable Annual Sales Tax Revenue value received for any Fiscal Year commencing in FY 2019 (for purposes of this Agreement, the value received for FY 2019 will

be deemed to be \$55,000,000)<sup>13</sup>. For values greater than 1, the then-current Subsidy will be multiplied by the Growth Rate. For values equal to or less than 1, the factor will be equal to 1.0, resulting in no growth or no reduction to the Subsidy. The Parties acknowledge that in the event that the CDTFA data is erroneous, the Parties will work together to assure that the Growth Rate reflects the actual sales tax growth and the Subsidy will be equitably adjusted accordingly.

**Hazardous Materials.** Defined in **Exhibit L**.

**HMC Agreement.** The “Hayward Maintenance Complex Cost Sharing Agreement,” between BART and VTA, dated September 9, 2013.

**Implementation Letter.** Defined in **Section XIII.C**.

**Large Capital Projects.** Those projects that meet the description of such as set forth in **Exhibit O**.

**Late Recorded Easements.** Defined in **Section III.D.1**

**Linked Passenger Trips.** Defined in Table 1 of **Exhibit N**.

**Load Standard.** The maximum acceptable number of passengers per vehicle calculated according to the square feet per passenger standard set by FTA.

**Long Trains.** Lengthening trains up to the largest possible vehicle consist.

**Make/Breaks.** The act of making a shorter train into a longer train, or breaking down a longer train to a shorter train.

**Midpoint Date.** The date that is the mid-point between the Segment II Full Funding Grant Agreement issue date and the forecasted Segment II Revenue Service date as set forth in the Segment II Full Funding Grant Agreement.

**Milpitas Station.** The Station located at S. Milpitas Boulevard in the City of Milpitas, California.

**MCI.** refers to a telecommunications entity, formerly known as MCI, Inc. but, as of the Effective Date, a subsidiary of Verizon Communications, Inc.

**MTC.** Metropolitan Transportation Commission.

**Non-Location Specific Project.** Projects designed to benefit the BART system in general and not specific stations or segments (for example, system-wide information technology, train

---

<sup>13</sup> This amount was agreed by the Parties due to the fact that the amount received from CDFTA in 2019 reflected both 2019 revenues and some 2018 revenues that were not paid in 2018.

control assets not part of wayside facilities, and non-location-specific project design and development).

**Non-Revenue Vehicles.** The vehicles used to support operations and maintenance of the BART System that are not Revenues Vehicles. Types of Non-Revenue Vehicles include maintenance vehicles for maintaining passenger facilities and rights of way, transit police cars, and high rail vehicles.

**Non-Routine O&M Costs.** Defined in **Section V.B.3.**

**OAC.** The Oakland Airport Connector Extension.

**O&M.** Operations and maintenance.

**O&M Cost Model.** See definition for "Cost Model" above.

**O&M Maps.** Drawings attached hereto as **Exhibit A.** References to O&M Maps include future clarifications, amendments or supplements thereto.

**OCC.** Operations control center.

**OM&C.** Operations, maintenance and capital.

**On-Extension Special Event.** Short- and limited-term Third-party events and activities occurring on or within either Party's Area of Control that are not protected as Expressive Activities and are not considered to be an ongoing retail activity.

**Ongoing.** A source of funds that will be in place and regularly available for no fewer than 10 years.

**Operating Corridor.** The SVRT Extension Property designated on the O&M Maps as "Operating Corridor," together with the SVRT Facilities thereon. Without modifying the foregoing: (1) the Operating Corridor includes, among other things, track locations, guideway structural columns and other structural elements supporting the operation of Revenue Vehicles; (2) the Operating Corridor passes through, but is separate from, the Station Buildings and Transit Centers; and (3) the Operating Corridor generally does not include unenclosed areas under aerial track guideways and surface areas above subsurface track guideways.

**Outside Funding.** Defined in **Section V.K.5.**

**Paid Areas.** Areas within the fare gates inside the Station Buildings where access is available only to ticketed passengers.

**Parking Facilities.** The VTA-owned parking areas within the Transit Centers, including both surface parking and parking garages.

**Partially Assigned Easements.** Defined in in **Section III.B.2.**

**Parties.** A collective reference to BART and VTA.

**Party.** A reference to either BART or VTA, individually.

**Passenger.** A person who has paid to ride on the BART system.

**Passenger Exits.** An exit by a Passenger at a fare gate at a BART Station.

**Passenger Miles.** Miles traveled by a Passenger in a Revenue Vehicle.

**Peak Direction.** The direction of travel with the greatest usage during the Peak Hour.

**Peak Hour.** The 60-minute period of highest passenger use.

**Peak Hour Load.** The number of passengers at the Peak Load Point during the Peak Hour.

**Peak Load Capacity.** The number of passengers that can be carried during the Peak Hour based on BART's Load Standard.

**Peak Load Point.** A single location carrying the greatest number of passengers.

**Peak Period(s).** The heaviest periods(s) of the day when people make trips (typically morning and afternoon commute periods).

**Peak Vehicles.** The number of cars needed to operate Peak Period (maximum) service; includes Ready Reserve Vehicles.

**Pedestrian Overcrossing.** The elevated walkway between the Milpitas Station and the adjacent VTA light rail station.

**Phase I Project or SVBX Project.** The project to construct the approximately ten (10) mile segment of the SVRT Extension beginning at BART's Warm Springs/ South Fremont Station and including a Station in Milpitas and a terminus station in the vicinity of Berryessa Road in San Jose, including Stations, the Operating Corridor, Wayside Facilities and other land and improvements necessary or convenient to the operation and maintenance of a BART line, as cleared in the environmental documents.

**Phase II Project or SVSX Project.** The project to construct approximately six (6) mile segment of the SVRT Extension that, if environmentally cleared and constructed, would extend from the end of Segment I to the City of Santa Clara, including four Stations.

**Police Zone Facility.** The building and secured parking area on the Berryessa Campus (as depicted on the O&M Maps) that have the primary purpose of supporting BART's law enforcement and security services on the SVRT Extension.

**Program Manager.** Defined in Section VI.C herein.

**Ready Reserve Vehicles.** Vehicles composing a train on standby that is ready to be deployed in case a train in service is behind schedule or disabled.

**Release.** Any accidental or intentional spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the air, land, surface water, groundwater or environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material).

**Report Locations.** Defined in **Table 1 of Exhibit N**.

**Reserve Fund.** The fund into which money equal to the Reserve Requirement is deposited and maintained for use as further set forth in **Section V.G.3.c.(4)**.

**Reserve Obligations.** The obligation of VTA to pay the amounts required to initially fund the Reserve Fund at the Reserve Requirement and to replenish the Reserve Fund as required herein and in the Trust Agreement.

**Reserve Requirement.** The amount required to be kept in the Reserve Fund, which amount for each Fiscal Year will be an amount equal to the greater of: (i) \$18,500,000 or (ii) 30% of BART's budgeted annual gross O&M costs for the then current Fiscal Year for the SVRT Extension as reported in writing to the Trustee by BART.

**Residual Account.** The account by that name established by VTA pursuant to **Section V.G.5.** of this Agreement.

**Residual Transfer Fund.** The fund by that name to be established by the Trustee pursuant to the Trust Agreement.

**Revenue Fund.** The fund established pursuant to the Trust Agreement into which the Trustee deposits the Dedicated Revenues and from which the Trustee transfers funds for deposit into the Expense Fund, Subsidy Fund, Budget Shortfall Fund, Reserve Fund, Subsidy Assurance Transfer Fund and Residual Transfer Fund.

**Revenue Service.** Transit service for paying passengers on the SVRT Extension.

**Revenue Vehicle.** A rail car used by BART to provide revenue service on the BART System.

**Schedule.** A detailed timetable showing planned train arrivals and departures.

**Schedule Parameters.** Key SVRT train interval information that becomes the foundation to build a Schedule. This information includes approximate: daily hours of service; peak period train intervals/headways; off-peak period train intervals/headways; and, time for transitions between peak and off-peak service.

**Segment I.** The completed SVBX Project consisting of all SVRT Facilities constructed as part of the Phase I project together with associated SVRT Extension Properties.

**Segment I Revenue Service Date.** The date that Revenue Services commences on Segment I.

**Segment II.** The completed BSV II Project consisting of all SVRT Facilities constructed as part of the Phase II Project together with associated SVRT Extension Properties.

**Segment II Adjustment.** Adjustment to the Subsidy associated with the commencement of Revenue Service on Segment II as further set forth in **Section V.F.1.c.**

**Segment II Revenue Service Date.** The date the Revenue Service commences on Segment II.

**Seismic Project.** A capital project that has the primary purpose of preventing or reducing infrastructure damage from seismic activity.

**Service Statistics.** Defined in Table 1 of **Exhibit N.**

**Small Capital Projects.** Those projects that meet the description of such as set forth in **Exhibit O.**

**Station.** The SVRT Extension Property and SVRT Facilities consisting of the Transit Center, Station Building and that portion of the Operating Corridor passing through the Transit Center and Station Building, as generally depicted on **Exhibit A**, the O&M Maps.

**Station Building.** A building designated on the O&M Maps as the "Station Building," together with the SVRT Facilities therein and the underlying SVRT Extension Property, which together have the primary purpose of receiving, queuing, loading and unloading passengers on Revenue Vehicles. A Station Building includes the roof, walls, passenger platforms and all structural elements associated therewith and appurtenances thereto.

**Subsidy.** The VTA payment owed to BART each year to provide funds for the OM&C costs of the SVRT Extension as further set forth in **Section V.F** of this Agreement, such amount initially being \$34,500,000 for fiscal year 2020 (ending June 30, 2020) and \$36,000,000 for fiscal year 2021 (ending June 30, 2021) and thereafter such fiscal year amount as increased by the Annual Adjustment and the Segment II Adjustment.

**Subsidy Assurance Account.** The account established by BART pursuant to **Section V.F.2** of this Agreement.

**Subsidy Assurance Balance.** The amount equal to the Subsidy for a fiscal year to be provided to and held by BART in the Subsidy Assurance Account.

**Subsidy Assurance Transfer Fund.** The fund by that name established pursuant to the Trust Agreement.

**Subsidy Fund.** The fund by that name established pursuant to the Trust Agreement.

**Support Assets.** The SVRT Extension Property designated on the O&M Maps as "Support Assets," together with the SVRT Facilities thereon, that support BART's operation and maintenance of the SVRT Extension. Examples of Support Assets include traction power substations, train control buildings, pump stations, communications facilities, PG&E substations, certain access roads and the Police Zone Facility.

**SVBX.** Silicon Valley Berryessa Extension.

**SVBX Project.** See definition for Phase I Project.

**SVRT.** Silicon Valley Rapid Transit.

**SVRT Bus Bridge(s).** A Bus Bridge where at least one location is on the SVRT Extension. As used in this Agreement, an SVRT Bus Bridge will include all services and activities necessary to effect such transportation service (for example, supervision of drivers, support logistics such as portable toilets, signage, parking controls and related support, administrative activities and other related activities).

**SVRT Capital Budget.** Defined in **Section V.C.4.b.**

**SVRT CIP.** Defined in **Section V.C.4.a.**

**SVRT Core Trip.** An SVRT Passenger trip that includes either one entry or one exit on the Core System.

**SVRT Extension.** All of the land and improvements constituting Segment I as well as all of the land and improvements constituting Segment II, if constructed and placed into Revenue Service.

**SVRT Extension Property(ies).** The real property and real property interests that are held by VTA and/or BART (indicated on the O&M Maps), which real property and property interests have the purpose of serving the SVRT Extension.

**SVRT Fare Revenues.** Defined in **Section V.E.2.a.**

**SVRT Facilities.** Parts, materials, equipment, structures (including Station Buildings) and/or facilities (a) acquired by VTA for the SVRT Extension and owned by VTA, or (b) constructed or installed as part of the SVRT Extension by either Party and owned by VTA. SVRT Facilities do not include Revenue Vehicles or software or systems, regardless of ownership. SVRT Facilities also do not include any of the above which were constructed or installed for commercial purposes not related to conducting Revenue Service (for example, advertising and commercial fiber optic facilities) and facilities within the BART Area of Control that are constructed or installed following the commencement of Revenue Service subject to a permit or other permission from BART in accordance with **Section II.E** unless the Parties agree otherwise. Such facilities will otherwise be deemed governed by the terms of the separate permit or other permission from BART issued in accordance with **Section II.E**).

**SVRT Fare Revenues.** Defined in **Section V.E.2.a**

**SVRT Net Rail O&M Costs.** Defined in **Section 3** of **Exhibit N.**

**SVRT Passenger.** Passengers who have either entered or exited at a Station on the SVRT Extension and for which VTA is receiving fare revenue. (Passengers for which VTA does not receive fare revenue are not SVRT Passengers).

**SVRT Passenger Exits.** An exit by an SVRT Passenger at a fare gate at a BART Station.

**SVRT Passenger Miles.** The number of miles traveled on the BART System by SVRT Passengers.

**SVRT Project.** Defined in the Comprehensive Agreement

**SVRT Revenue Vehicle.** Rail cars owned by VTA and used by BART to provide revenue service in BART System.

**SVRT Routine Direct Costs:** Defined in **Section 3.2** of **Exhibit N**.

**System Characteristics.** Defined in **Table 1** of **Exhibit N**.

**System Segment(s).** A segment of the BART system. The relevant System Segments for this Agreement are set forth in **Section 2.B.2 (b)** of **Exhibit O**.

**Systemwide.** Pertaining to all of the BART System, including the Core System and the SVRT Extension.

**Systemwide Fixed Overhead Costs.** BART's fixed costs for the system and include those assigned to the "Fixed" Cost Driver category in the O&M Cost Model.

**Systemwide Operating Cost.** Total operating costs (both fixed and variable) for the BART System.

**TDA Agreement.** The "TDA Pledge and Assignment Agreement," between VTA and BART dated as of July 1, 2002 (as amended).

**Termination Date.** Defined in **Section XII.E**.

**Third Party(ies).** Any legal person that is not a Party or acting as a Party's employee, agent, contractor, subcontractor or consultant.

**Third-Party Agreement.** Any contract, license, permit, right of entry or other legally-enforceable agreement between a Party and a Third Party(ies) in connection with the SVRT Extension.

**Third-Party Facilities.** Improvements or facilities owned by both public and private Third Parties, such as pipelines, roadways or other improvements owned by public utilities or other governmental agencies, oil/gas pipelines, fiber optic cable conduit, and related improvements.

**Title VI (codified at 42 U.S.C. §2000d et seq.).** Title VI of the Civil Rights Act of 1964, as amended and as implemented through regulations and FTA Circular 4702.1B, which provides in part that no person, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Transit Center.** Portions of the SVRT Stations designated on the O&M Maps as the "Transit Center," together with the SVRT Facilities therein and the underlying SVRT Extension



Property. Transit Centers include Parking Facilities and bus transit facilities adjacent to the Station Buildings. The Transit Centers do not include Station Buildings, the Operating Corridor or Support Assets.

**Trust Agreement.** A trust agreement between VTA, BART and a Trustee, which agreement provides for the Dedication of an Ongoing Dedicated Revenue Source to BART and which is, or is substantially similar to, the 2008 Measure B Sales Tax Trust Agreement.

**Trustee.** The trustee under any Trust Agreement.

**Unit Costs.** Costs derived by dividing Operating Expenses by associated O&M Cost Drivers.

**Unrestricted Reserve Withdrawal Amount.** The amount that the Trustee must transfer to BART from the Reserve Fund upon BART's written request in accordance with the Trust Agreement without the need for VTA concurrence, such amount initially set at \$5,000,000 annually for each Fiscal Year provided that the Reserve Requirement is equal to \$18,500,000. If the Reserve Requirement is more than \$18,500,000 at any time, then the Unrestricted Reserve Withdrawal Amount will increase to an amount that is proportionate to the increase over \$18,500,000. In addition, in the event that incoming SVRT Fare Revenues are less than budgeted, BART will have the option to request a transfer of money from the Reserve Fund and such amounts will not count toward the limit on the amount that the Trustee will transfer to BART from the Reserve Fund without the need for VTA concurrence as set forth in **Section V.G.4.c.(3)**.

**UPRR.** Union Pacific Railroad, its successors or assigns.

**Vehicle Procurement Agreement.** The "Agreement Regarding Procurement of Vehicles for the Santa Clara County BART Extension" between the Parties, dated November 5, 2013.

**VTA.** The Santa Clara Valley Transportation Authority.

**VTA Area of Control.** The areas designated as "VTA Area of Control" on the O&M Maps, including the Transit Centers and generally the unenclosed areas under aerial track guideways and surface areas above subsurface track guideways, and any other SVRT Extension Properties that are not within the BART Area of Control.

**VTA Communications Room.** A room located [REDACTED] This text redacted [REDACTED]

**VTA Cost Obligation.** The obligation of VTA to pay all of BART's costs pursuant to this Agreement, including for all operations, maintenance and capital costs attributable to the SVRT Extension.

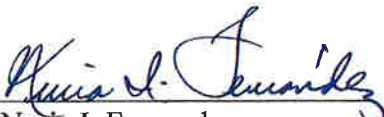
**Wi-Fi.** A facility allowing computers, smartphones, or other devices to connect to the internet or communicate with one another wirelessly within a particular area.

**Wireless Communications Facilities.** Wi-Fi and cellular facilities and future technologies providing the same or similar services, and appurtenant improvements (including conduit).

**Wireless Communications Services.** Defined in **Section II.J.1.a.(1)**.

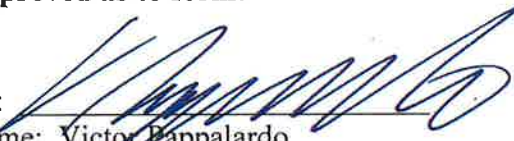
**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by their duly authorized officers as of the first date that this Agreement has been signed by both Parties.

**Santa Clara Valley Transportation Authority (VTA)**

By:   
Name: Nuria I. Fernandez  
Title: General Manager/CEO

Date: 5/22/20

**Approved as to form:**

By:   
Name: Victor Pappalardo  
Title: Senior Assistant Counsel

**San Francisco Bay Area Rapid Transit District (BART)**

By:   
Name: Robert Powers  
Title: General Manager

Date: 22 MAY 2020

**Approved as to form:**

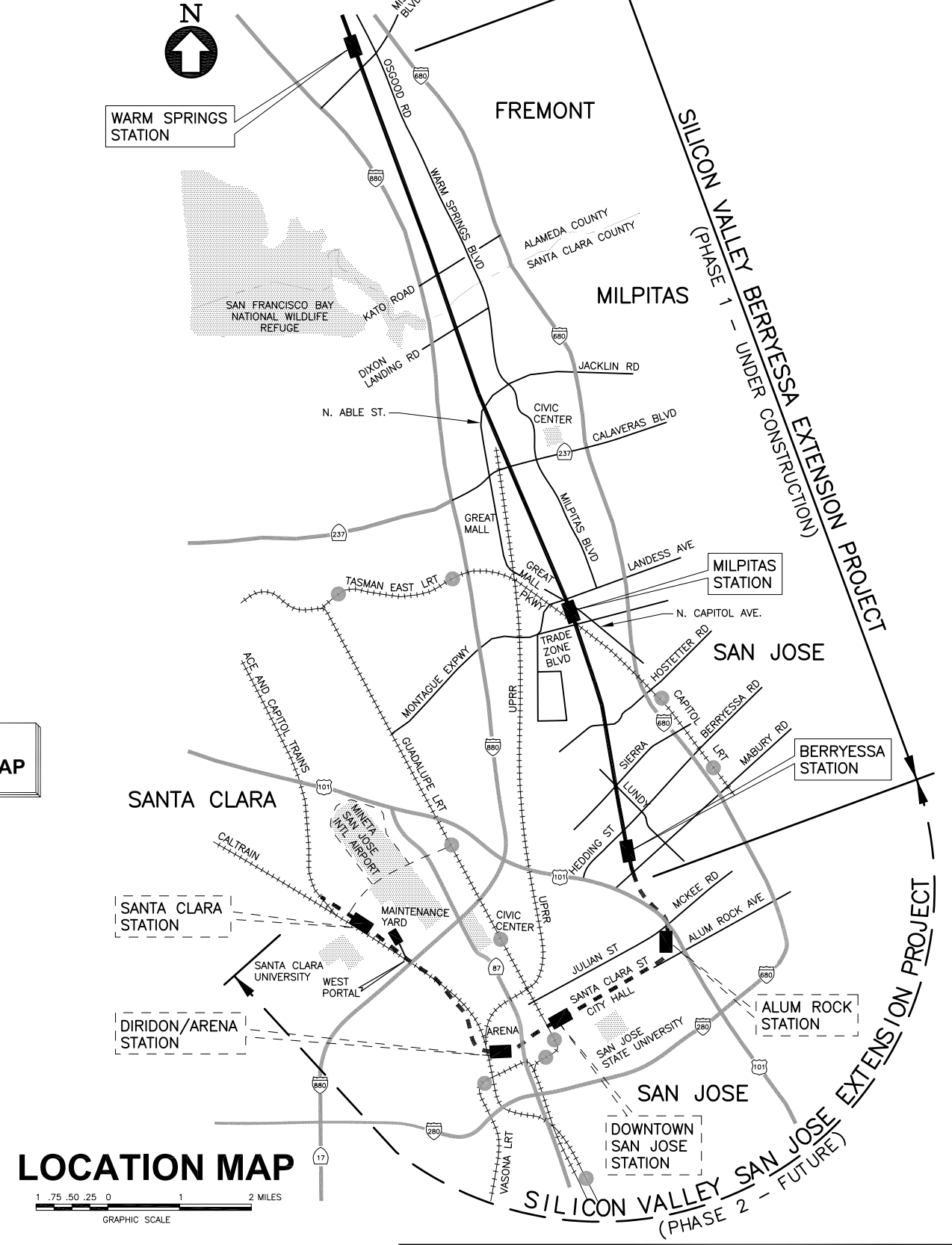
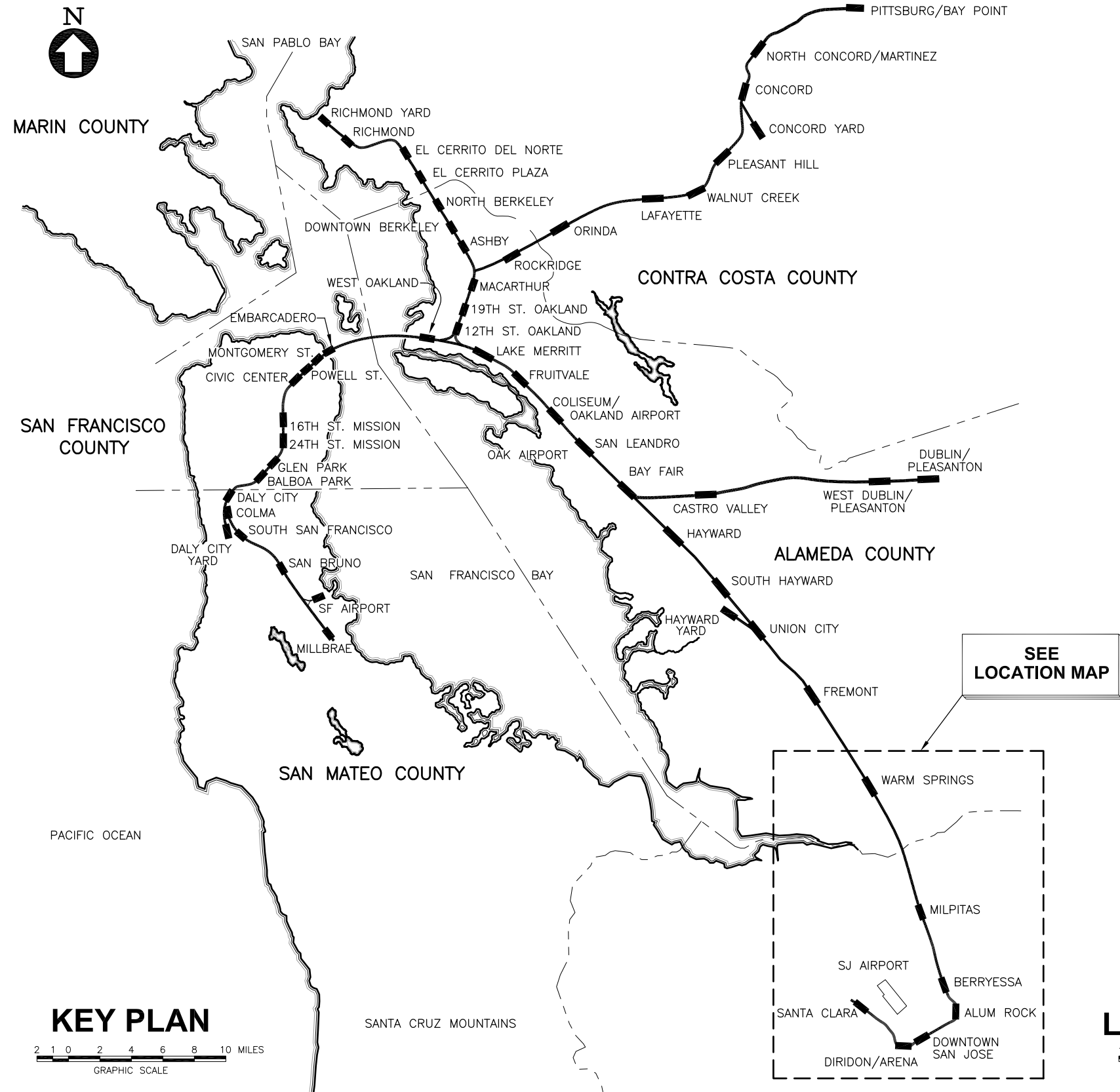
By:   
Name: Matthew Burrows  
Title: General Counsel

## List of Exhibits

- Exhibit A** - O&M Maps
- Exhibit B** - Responsibility for Operations and Maintenance of SVRT Facilities Within the Other Party's Area of Control
- Exhibit C** - SVRT Station Maintenance Monitoring and Remediation
- Exhibit D** - Additional Property Rights Granted to BART
- Exhibit E** - VTA Shared Use of BART Area of Control in Segment I
- Exhibit F** - Easement Deed
- Exhibit G** - Maintenance Easement Areas
- Exhibit H** - Access Easement Areas
- Exhibit I** - List of Easements for Partial Assignment
- Exhibit J** - Partial Assignment of Easement Form
- Exhibit K** - List of Existing Easements to be Replaced
- Exhibit L** - Definition of Hazardous Materials
- Exhibit M** - Covenant and Environmental Restriction on Property
- Exhibit N** - Cost Model Description and Operation
- Exhibit O** - Calculation of VTA Capital Contribution for BART's Capital Improvements on the Core System and SVRT Extension
- Exhibit P** - C-700 Contractor Maintenance Responsibilities



# SILICON VALLEY BERRYESSA EXTENSION PROJECT (PHASE 1)



WARM SPRINGS  
EXTENSION PROJECT  
(UNDER CONSTRUCTION -  
BY OTHERS)

SILICON VALLEY BERRYESSA EXTENSION PROJECT  
(PHASE 1 - UNDER CONSTRUCTION)





<b>EXHIBIT A</b>			
<b>OPERATION &amp; MAINTENANCE MAP</b>			
TITLE SHEET			
CADD FILENAME	C700-EXH-PG-00.dwg		
SIZE	SCALE	NONE	
CONTRACT NO.	C700	REV.	0
AREA CODE	DATE	PAGE NO.	
	1/24/2020	00	

C:\Users\Vol\_K\Documents\BART\08M\2020-01-23\2700-ENH-PG-00.dwg  
 Vol\_K Jan 24, 2020 9:08am







**PAGE REDACTED**


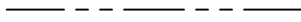

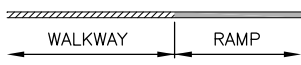

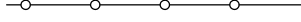


DRAWING LEGEND












**BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

**VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
 AND 	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
 AND 	VTA AREA OF CONTROL WITH BART SHARED USE AREA

SYMBOL	DESCRIPTION
	VTA PROPERTY LINE
	UPRR PROPERTY LINE
	OTHER R/W AND PROPERTY LINES
	BART WALKWAY
	BART RETAINING WALL
	BART FENCE
	BART ACCESS GATES
	SOUND WALL

UTILITY LINE TYPE	DESCRIPTION
	TELEPHONE
	FIBER OPTIC
	JOINT TRENCH
	PETROLEUM
	NITROGEN
	GAS
	WATER
	ELECTRICAL
	OVERHEAD ELECTRICAL
	SANITARY SEWER
	STORM DRAIN

DRAWING ABBREVIATIONS

ABBREVIATIONS	DESCRIPTION
ACFC & WCD	ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
POC	PEDESTRIAN OVERCROSSING
SVBX	SILICON VALLEY BERRYESSA EXTENSION
R/W	RIGHT-OF-WAY

INDEX OF DRAWINGS

PAGE NO.	DWG LIMITS S1 STATIONING	PAGE NO.	DWG LIMITS S1 STATIONING
00	TITLE SHEET	47	554+00 TO 569+70
01	LAYOUT INDEX	48	WAYSIDE FACILITY SLP/SSL
02	DRAWING LEGEND & INDEX OF DRAWINGS	49	TYPICAL CROSS SECTIONS - SHEET 1 OF 7
03	GRIMMER BOULEVARD	50	TYPICAL CROSS SECTIONS - SHEET 2 OF 7
04	WARM SPRINGS COURT	51	TYPICAL CROSS SECTIONS - SHEET 3 OF 7
04A	UPRR WARM SPRINGS YARD	52	TYPICAL CROSS SECTIONS - SHEET 4 OF 7
05	45+00 TO 59+00	53	TYPICAL CROSS SECTIONS - SHEET 5 OF 7
06	EAST OF 45+00 TO 59+00	54	TYPICAL CROSS SECTIONS - SHEET 6 OF 7
07	59+00 TO 74+50	55	TYPICAL CROSS SECTIONS - SHEET 7 OF 7
08	EAST OF 59+00 TO 74+50	56	BERRYESSA AERIAL GUIDEWAY
09	74+50 TO 90+00	57	TYPICAL DETAIL
10	EAST OF 74+50 TO 90+00		
11	90+00 TO 105+50		
12	105+50 TO 121+00		
13	121+00 TO 136+50		
14	136+50 TO 152+00		
15	152+00 TO 167+50		
16	167+50 TO 183+00		
17	EAST OF 167+50 TO 183+00		
18	WEST OF 167+50 TO 183+00		
19	183+00 TO 198+50		
20	198+50 TO 214+00		
21	214+00 TO 229+50		
22	229+50 TO 245+00		
23	245+00 TO 260+50		
24	260+50 TO 276+00		
25	276+00 TO 291+50		
26	EAST OF 286+00 TO 301+50		
27	291+50 TO 307+00		
28	307+00 TO 322+50		
29	322+50 TO 338+00		
30	338+00 TO 353+50		
31	353+50 TO 369+00		
32	369+00 TO 384+50		
32A	MILPITAS STATION SITE		
32B	MILPITAS STATION BUILDING & TRANSIT CENTER		
32C	MILPITAS STATION - VTA SHARED USE AREAS		
33	EAST OF 369+00 TO 384+50		
34	384+50 TO 400+00		
35	400+00 TO 415+50		
36	415+50 TO 430+00		
37	430+00 TO 445+50		
38	445+50 TO 461+00		
39	461+00 TO 476+50		
40	476+50 TO 492+00		
41	492+00 TO 507+50		
42	507+50 TO 523+00		
43	523+00 TO 538+50		
43A	BERRYESSA STATION SITE		
43B	BERRYESSA STATION BUILDING & TRANSIT CENTER		
44	EAST OF 523+00 TO 538+50		
45	538+50 TO 554+00		
46	EAST OF 538+50 TO 554+00		

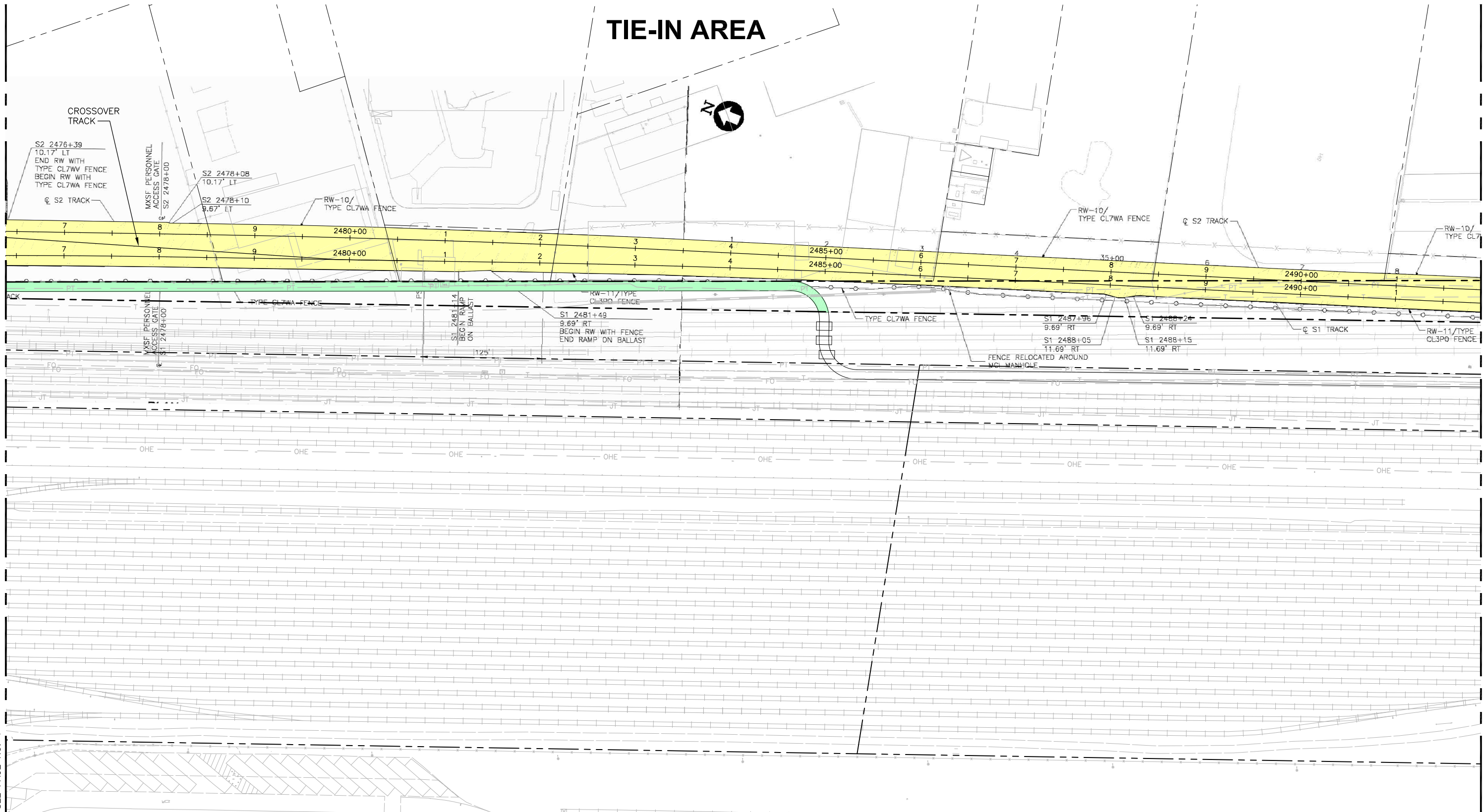
<b>EXHIBIT A</b>			
<b>OPERATION &amp; MAINTENANCE MAP</b>			
DRAWING LEGEND & INDEX OF DRAWINGS			
CADD FILENAME C700-EXH-PG-02.dwg			
SIZE	SCALE	NONE	
D			
CONTRACT NO.	C700	REV.	0
AREA CODE	DATE	PAGE NO.	02
	1/24/2020		

**PAGE REDACTED**



**PAGE REDACTED**

# TIE-IN AREA



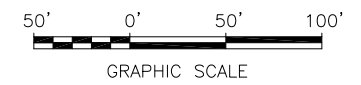
Jun 24, 2020 - 9:17am C:\Users\Vol... Documents\BART 04A\2020-01-23\2700-EXH-PG-04A.dwg

MATCH LINE  
SEE PAGE NO. 4

MATCH LINE  
SEE PAGE NO. 5

BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

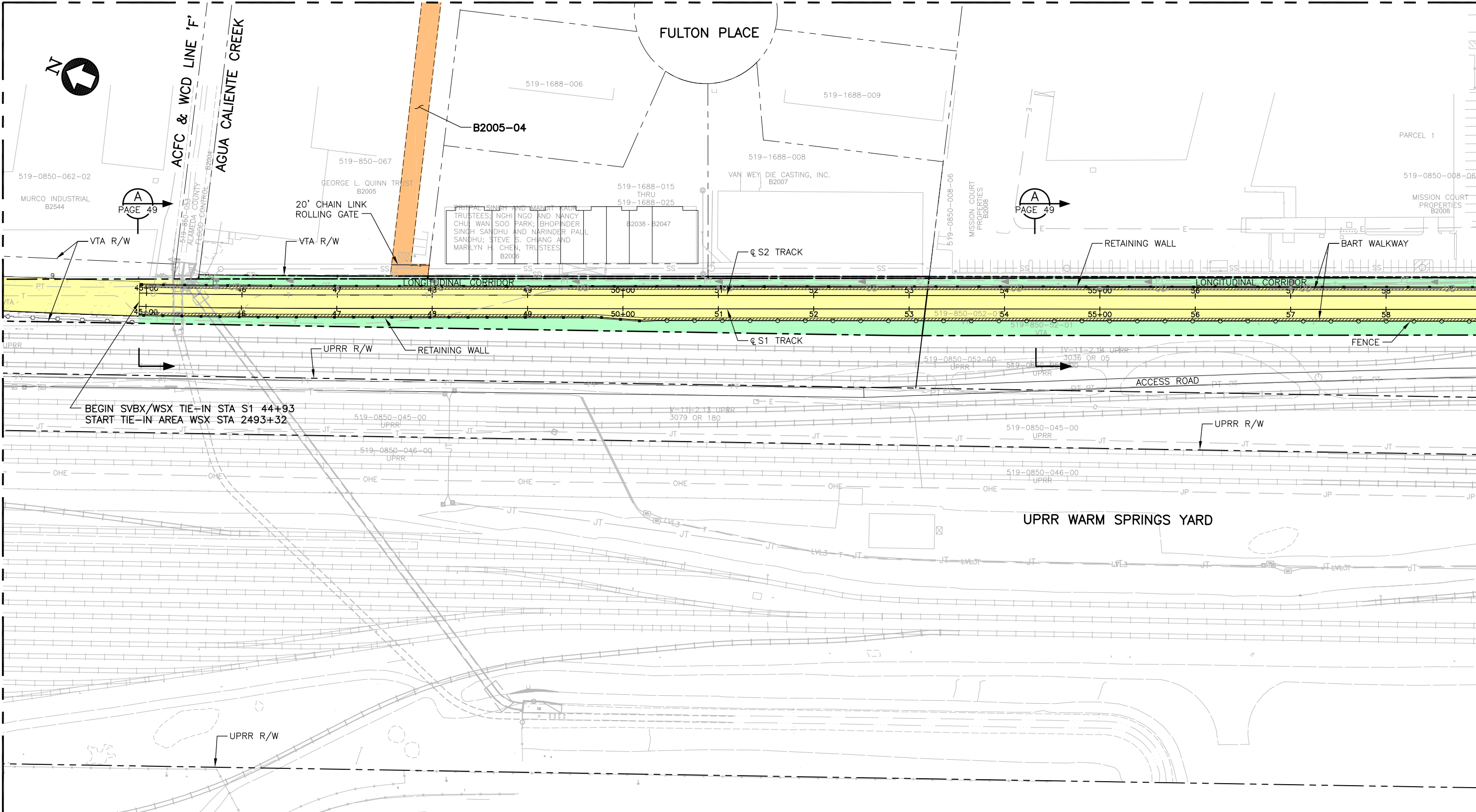
VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	AND  TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
	AND  VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A</b>			
<b>OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN UPRR WARM SPRINGS YARD			
CADD FILENAME C700-EXH-PG-04A.dwg	CONTRACT NO. <b>C700</b>	REV. <b>0</b>	
SIZE D	SCALE 1"=50'	DATE 1/24/2020	PAGE NO. <b>04A</b>

MATCH LINE  
SEE PAGE NO. 6

MATCH LINE  
SEE PAGE NO. 8



BEGIN SVBX/WSX TIE-IN STA S1 44+93  
START TIE-IN AREA WSX STA 2493+32

MATCH LINE  
SEE PAGE NO. 4A

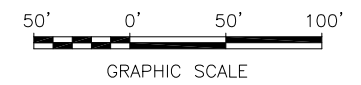
MATCH LINE  
SEE PAGE NO. 7

**BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

**VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
	AND  TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
	AND  VTA AREA OF CONTROL WITH BART SHARED USE AREA



**EXHIBIT A  
OPERATION & MAINTENANCE MAP**

COMPOSITE PLAN  
S1 45+00 TO S1 59+00

CADD FILENAME C700-EXH-PG-05.dwg	
SIZE D	SCALE 1"=50'
CONTRACT NO. <b>C700</b>	REV. <b>0</b>
AREA CODE DATE 1/24/2020	PAGE NO. <b>05</b>

Jun 24, 2020 9:18am C:\Users\Vol... Documents\BART 08M\2020-01-23\2700-EMH-PG-05.dwg



WARM SPRINGS BLVD

FULTON PLACE

MISSION COURT

ACFC & WCD LINE 'F'

AGUA CALIENTE CREEK

519-0850-062-02  
MURCO INDUSTRIAL  
B2544

519-850-067  
GEORGE L. QUINN TRUST  
B2005

519-1688-003  
THRU  
519-1688-005

519-1688-010  
THRU  
519-1688-012

519-1688-003  
THRU  
519-1688-005

519-1688-010  
THRU  
519-1688-012

B2005-04

B2008-02

MATCH LINE  
SEE PAGE NO. 5

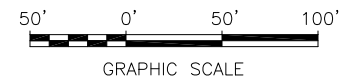
MATCH LINE  
SEE PAGE NO. 8

**BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

**VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA

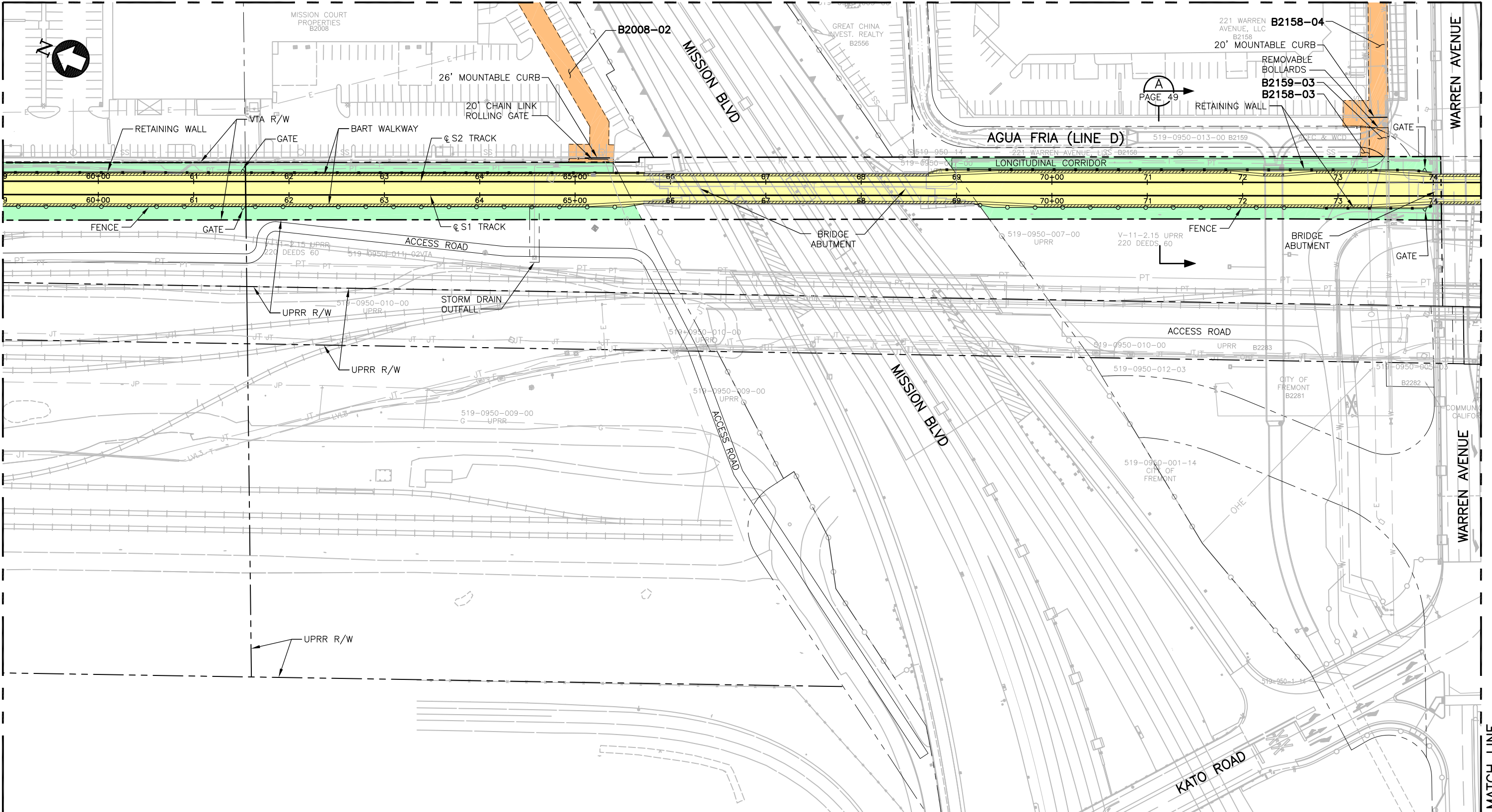


**EXHIBIT A  
OPERATION & MAINTENANCE MAP**

COMPOSITE PLAN  
EAST OF S1 45+00 TO S1 59+00

CADD FILENAME C700-EXH-PG-06.dwg			
SIZE D	SCALE 1"=50'	CONTRACT NO. C700	REV. 0
AREA CODE	DATE 1/24/2020	PAGE NO. 06	

MATCH LINE  
SEE PAGE NO. 8

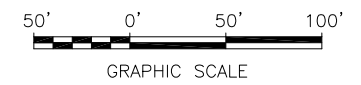


MATCH LINE  
SEE PAGE NO. 5

MATCH LINE  
SEE PAGE NO. 9

BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	AND  TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
	AND  VTA AREA OF CONTROL WITH BART SHARED USE AREA

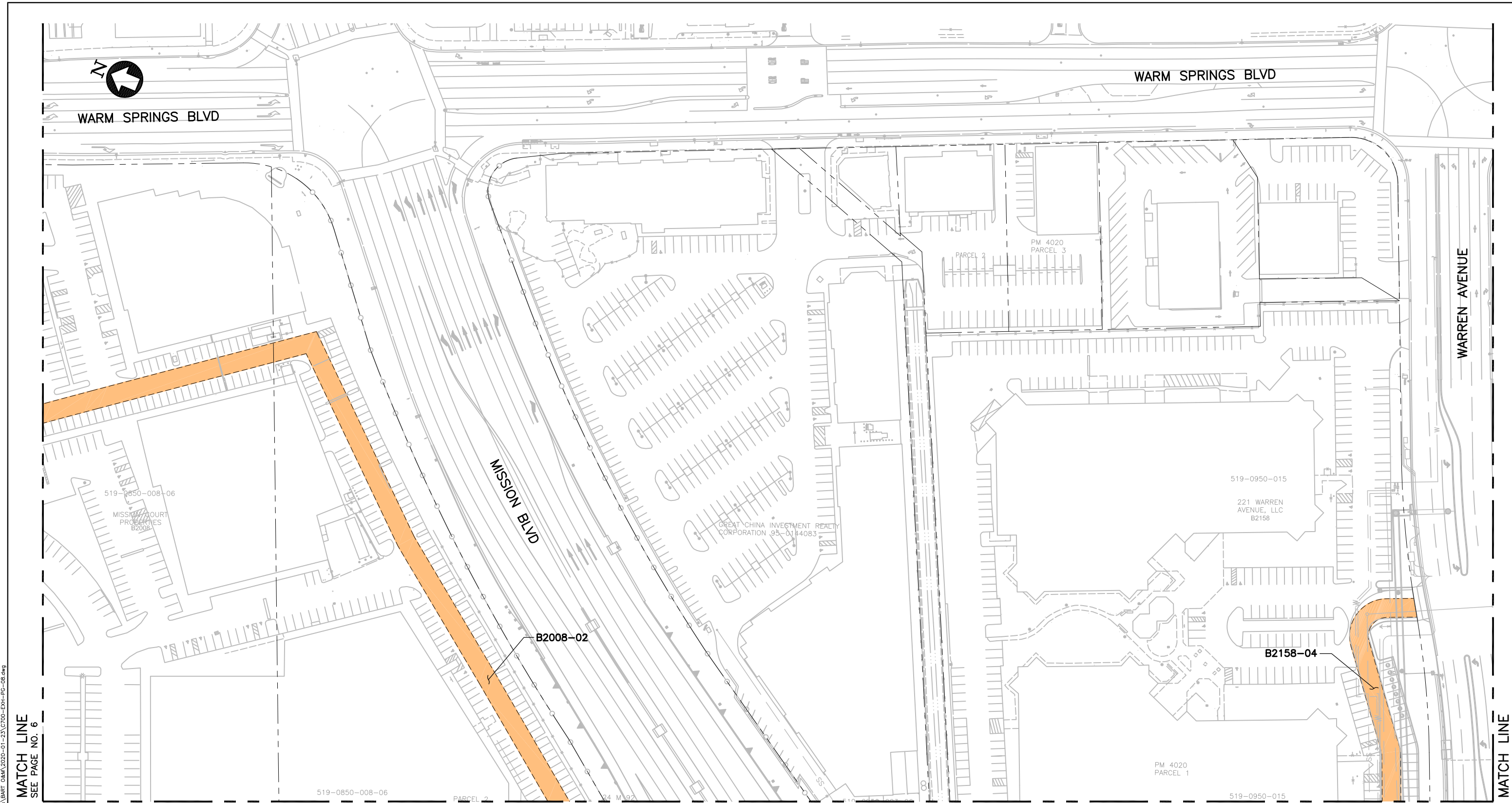


**EXHIBIT A**  
**OPERATION & MAINTENANCE MAP**

COMPOSITE PLAN  
S1 59+00 TO S1 74+50

CADD FILENAME C700-EXH-PG-07.dwg	
SIZE D	SCALE 1"=50'
CONTRACT NO. <b>C700</b>	REV. <b>0</b>
AREA CODE DATE 4/27/2020	PAGE NO. <b>07</b>

V:\L... Apr 27, 2020 10:57am C:\Users\... Documents\BART Projects\BART O&M Maps\2020-04-27\C700-EXH-PG-07.dwg

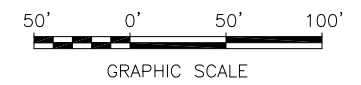


MATCH LINE  
SEE PAGE NO. 6

MATCH LINE  
SEE PAGE NO. 10

BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA

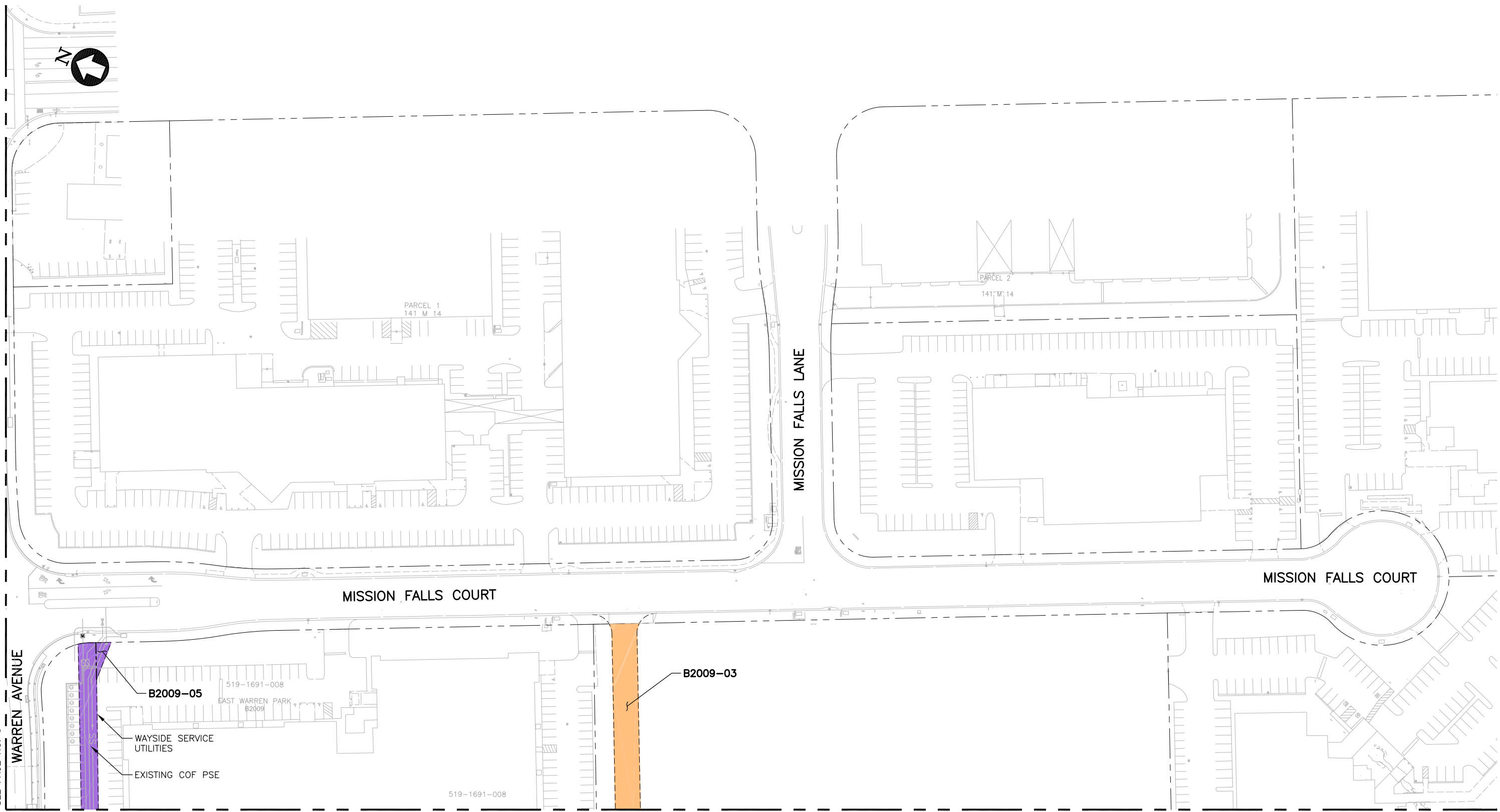


<b>EXHIBIT A</b>			
<b>OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN			
EAST OF S1 59+00 TO S1 74+50			
CADD FILENAME C700-EXH-PG-08.dwg		REV. <b>0</b>	
SIZE D	SCALE 1"=50'		CONTRACT NO. <b>C700</b>
AREA CODE	DATE 1/24/2020	PAGE NO. <b>08</b>	

Jun 24, 2020 9:18am C:\Users\Vol... Documents\BART\_CMAA\2020-01-23\2700-EXH-PG-08.dwg

**PAGE REDACTED**

V:\\_K May\_06\_2020 - 9:02am C:\Users\Vol... Documents\BART Projects\Vol... Documents\BART O&M Maps\2020-04-30\C700-EH-PG-10.dwg



MATCH LINE  
 SEE PAGE NO. 8

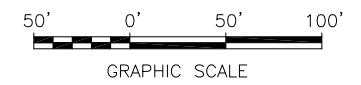
MATCH LINE  
 SEE PAGE NO. 9

**BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

**VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION**

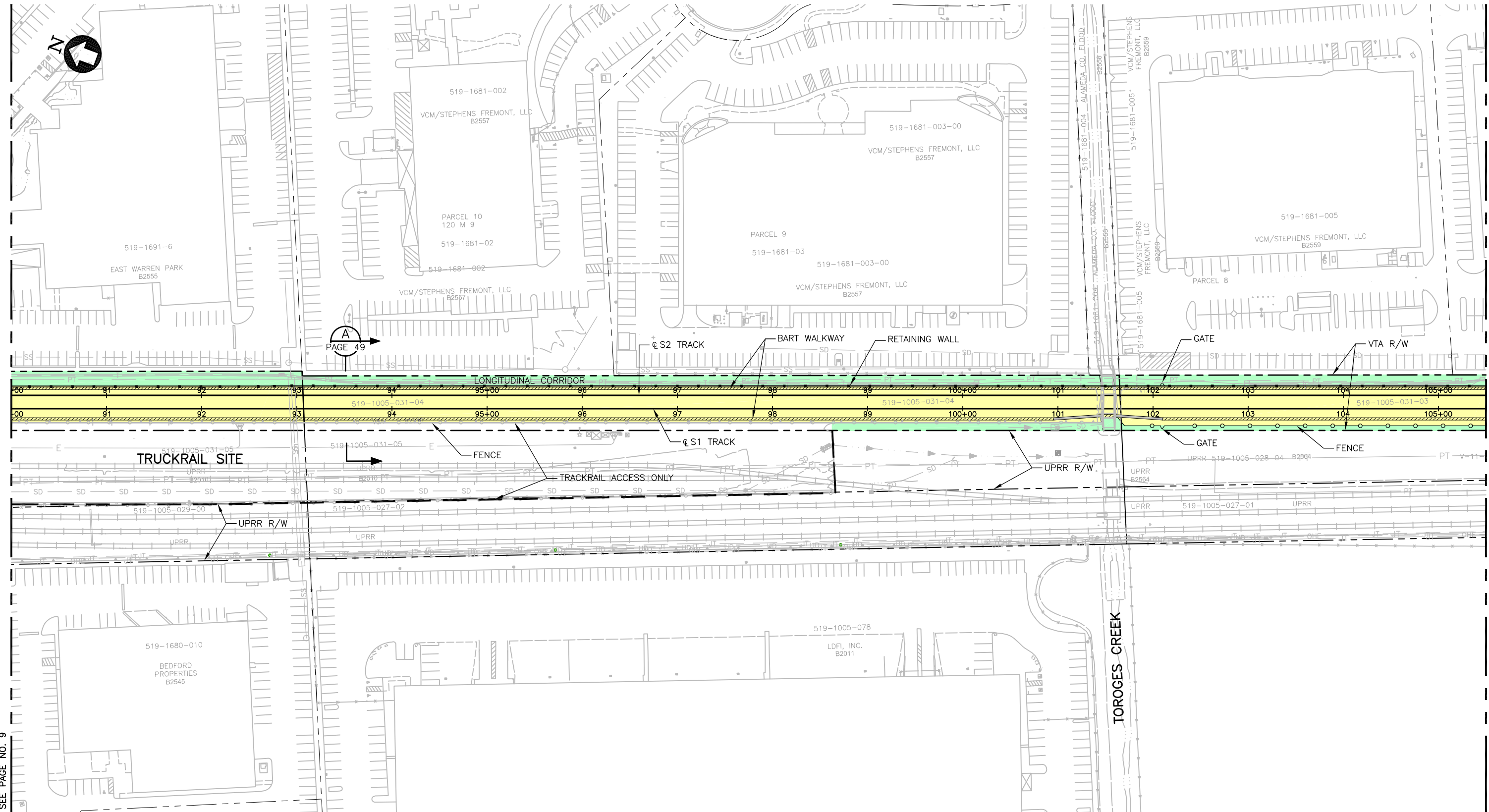
SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A</b>			
<b>OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN			
EAST OF S1 74+50 TO S1 90+00			
CADD FILENAME	C700-EXH-PG-10.dwg		
SIZE	SCALE	1"=50'	
CONTRACT NO.	C700	REV.	0
AREA CODE	DATE	PAGE NO.	
	4/30/2020	10	



V:\\_K Feb 12, 2020 - 3:48pm C:\Users\Vol...Documents\BART\_08M\2020-02-14\C700-EXH-PG-11.dwg



A  
PAGE 49

MATCH LINE  
SEE PAGE NO. 9

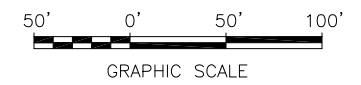
MATCH LINE  
SEE PAGE NO. 12

**BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

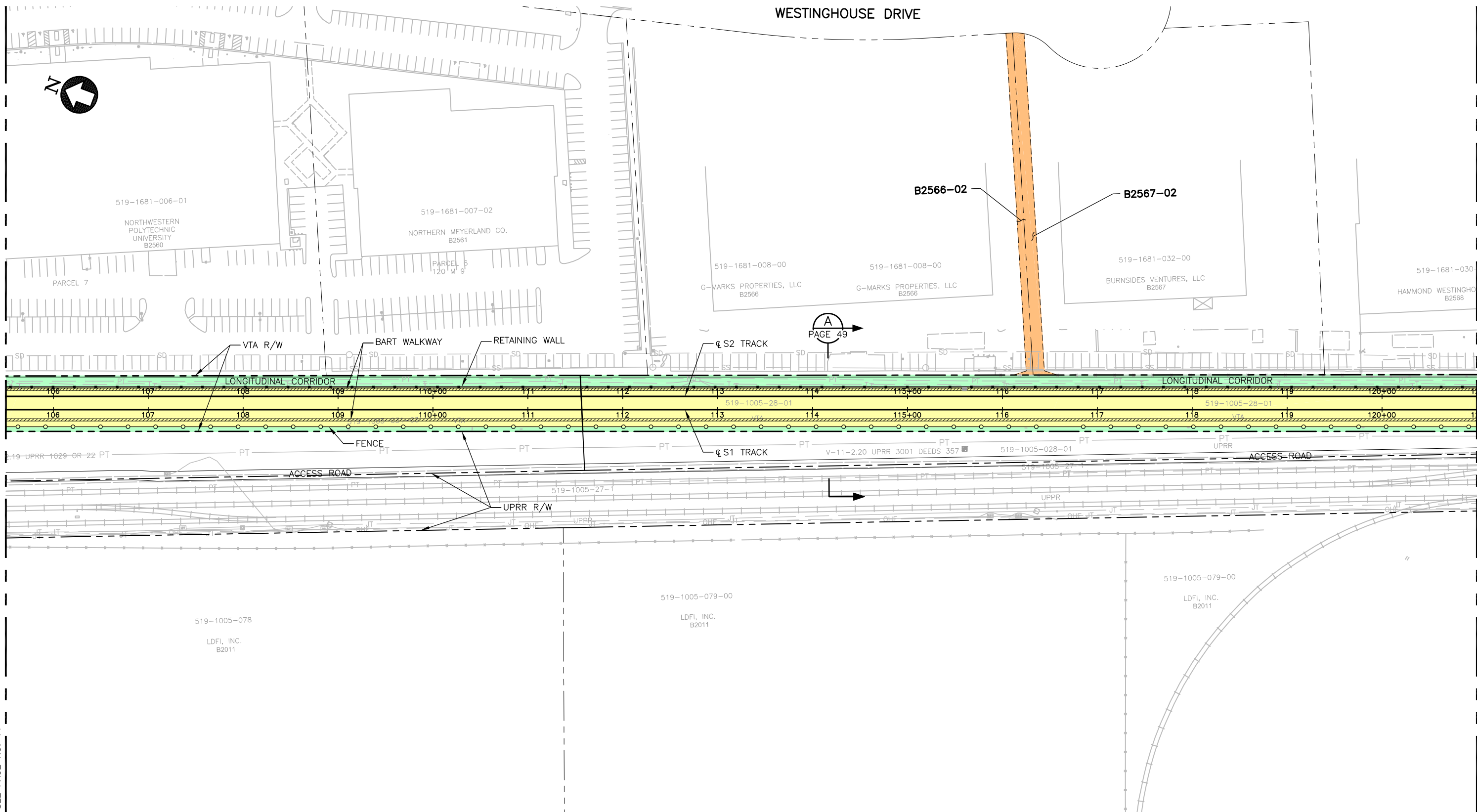
**VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
	AND  TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
	AND  VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN S1 90+00 TO S1 105+50			
CADD FILENAME C700-EXH-PG-11.dwg	SIZE D	SCALE 1"=50'	REV. 0
CONTRACT NO. <b>C700</b>	DATE 1/24/2020	AREA CODE	PAGE NO. 11

V:\\_K Jun 24, 2020 - 10:08am C:\Users\vwu\Documents\BART O&M\2020-01-23\C700-EXH-PG-12.dwg



MATCH LINE  
SEE PAGE NO. 11

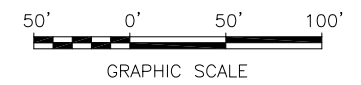
MATCH LINE  
SEE PAGE NO. 13

**BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION**

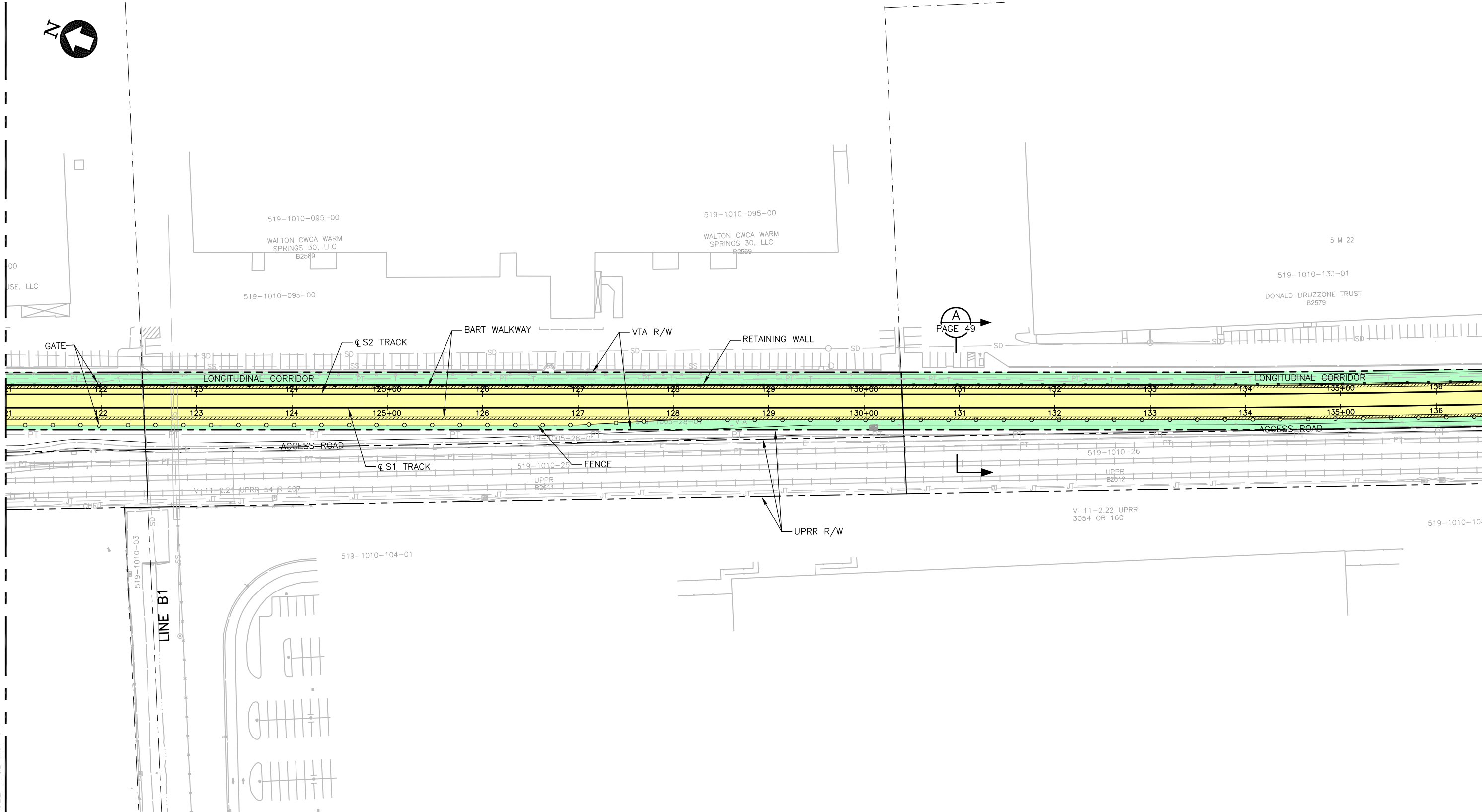
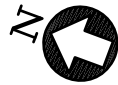
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

**VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
	AND  TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
	AND  VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN S1 105+50 TO S1 121+00			
CADD FILENAME C700-EXH-PG-12.dwg	SIZE D	SCALE 1"=50'	REV. 0
CONTRACT NO. C700	DATE 1/24/2020	AREA CODE	PAGE NO. 12



MATCH LINE  
SEE PAGE NO. 12

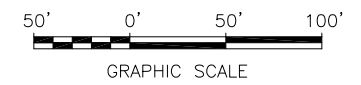
MATCH LINE  
SEE PAGE NO. 14

**BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

**VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION**

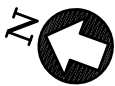
SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN S1 121+00 TO S1 136+50			
CADD FILENAME C700-EXH-PG-13.dwg	SIZE D	SCALE 1"=50'	REV. 0
CONTRACT NO. C700	DATE 1/24/2020	AREA CODE	PAGE NO. 13

V:\K Jan 24, 2020 - 10:07am C:\Users\vwu\Documents\BART 0&M\2020-01-23\C700-EXH-PG-13.dwg

V:\K Jun 24, 2020 - 10:13am C:\Users\vu\Documents\BART O&M\2020-01-23\C700-EXH-PG-14.dwg



PM 4394  
120 M 40  
132 M 72

PARCEL 7

519-1682-7-1  
ISOLA USA CORP.  
B2580

PARCEL 8

519-1682-8  
KIRCH METRO CO. LLC  
B2581

PM 5632  
PARCEL 1

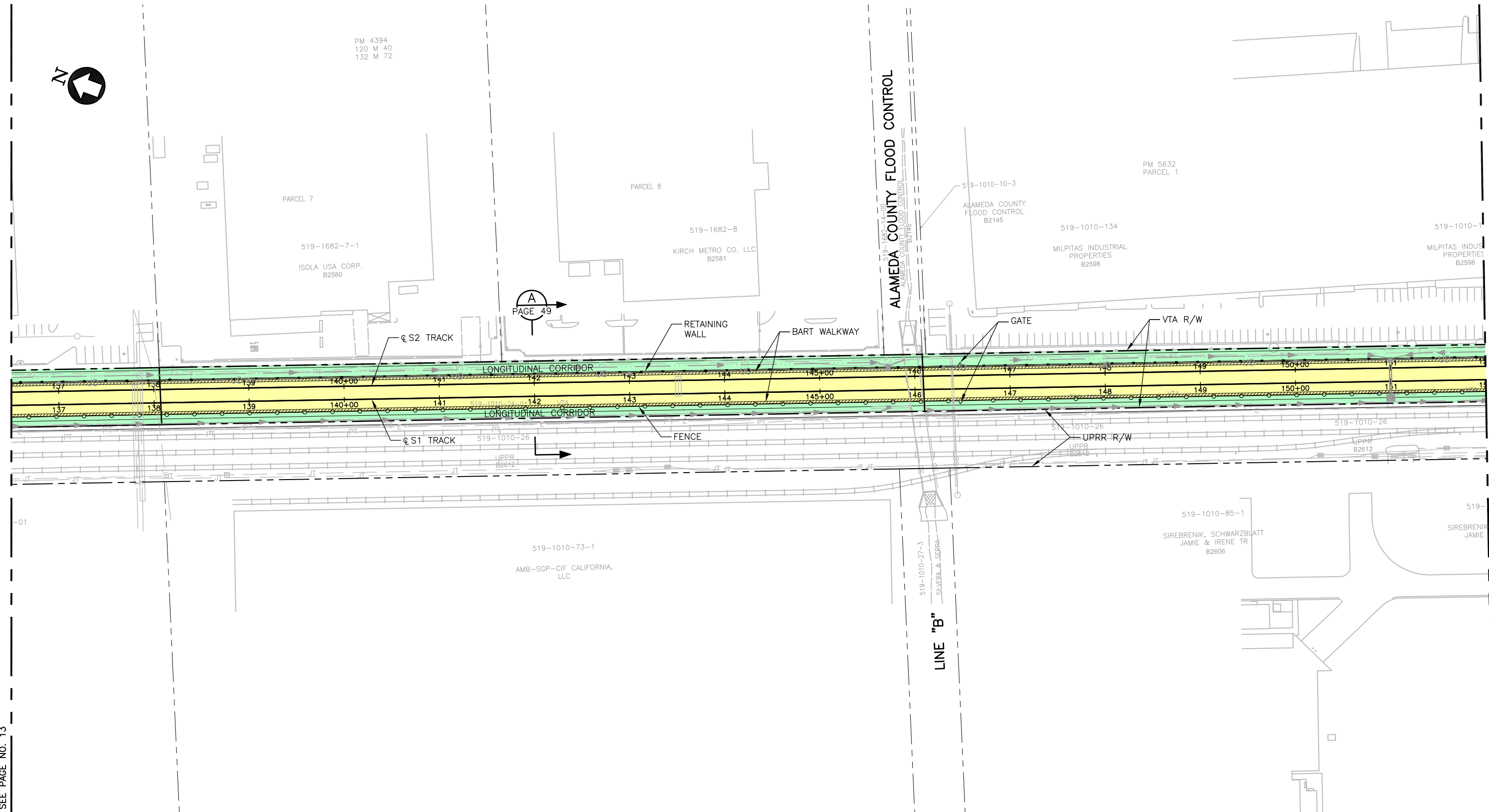
519-1010-10-3  
ALAMEDA COUNTY  
FLOOD CONTROL  
B2145

519-1010-134  
MILPITAS INDUSTRIAL  
PROPERTIES  
B2598

519-1010-1  
MILPITAS INDUS  
PROPERTIES  
B2598

A  
PAGE 49

ALAMEDA COUNTY FLOOD CONTROL



MATCH LINE  
SEE PAGE NO. 13

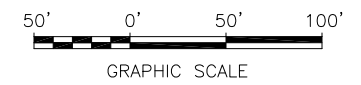
MATCH LINE  
SEE PAGE NO. 15

**BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

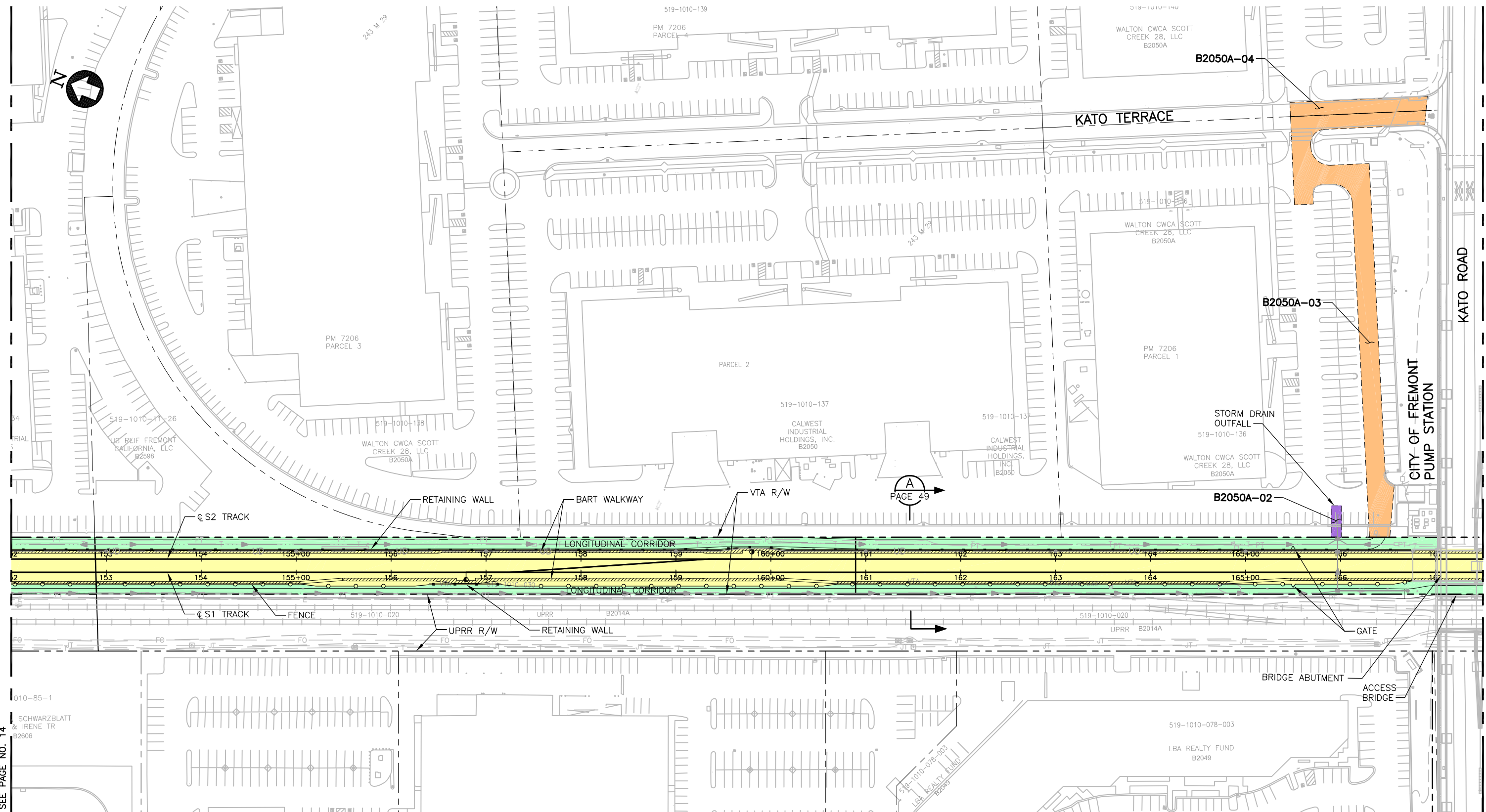
**VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
	AND  TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
	AND  VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN S1 136+50 TO S1 152+00			
CADD FILENAME C700-EXH-PG-14.dwg	SIZE D	SCALE 1"=50'	REV. 0
CONTRACT NO. C700	DATE 1/24/2020	AREA CODE	PAGE NO. 14

V:\\_K Apr 30, 2020 1:09pm C:\Users\vu... Documents\BART Projects\BART O&M Maps\2020-04-30\700-EXH-PG-15.dwg

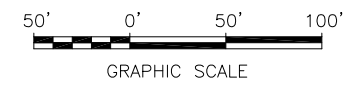


MATCH LINE  
 SEE PAGE NO. 14

MATCH LINE  
 SEE PAGE NO. 16

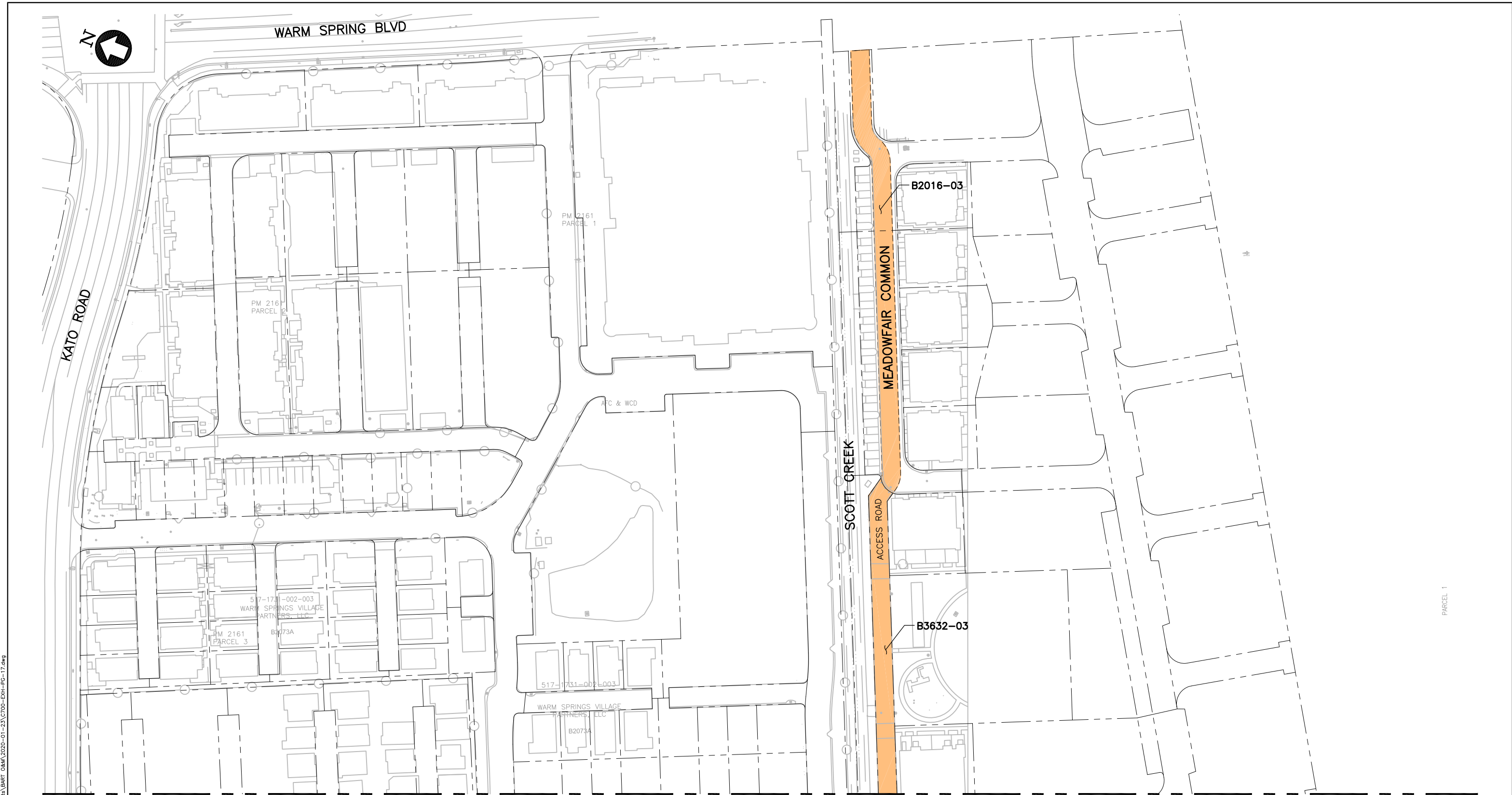
BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	AND  TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
	AND  VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A</b>			
<b>OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN S1 152+00 TO S1 167+50			
CADD FILENAME C700-EXH-PG-15.dwg	SIZE D	SCALE 1"=50'	REV. 0
CONTRACT NO. C700	DATE 4/27/2020	AREA CODE	PAGE NO. 15

**PAGE REDACTED**



MATCH LINE  
SEE PAGE NO. 16

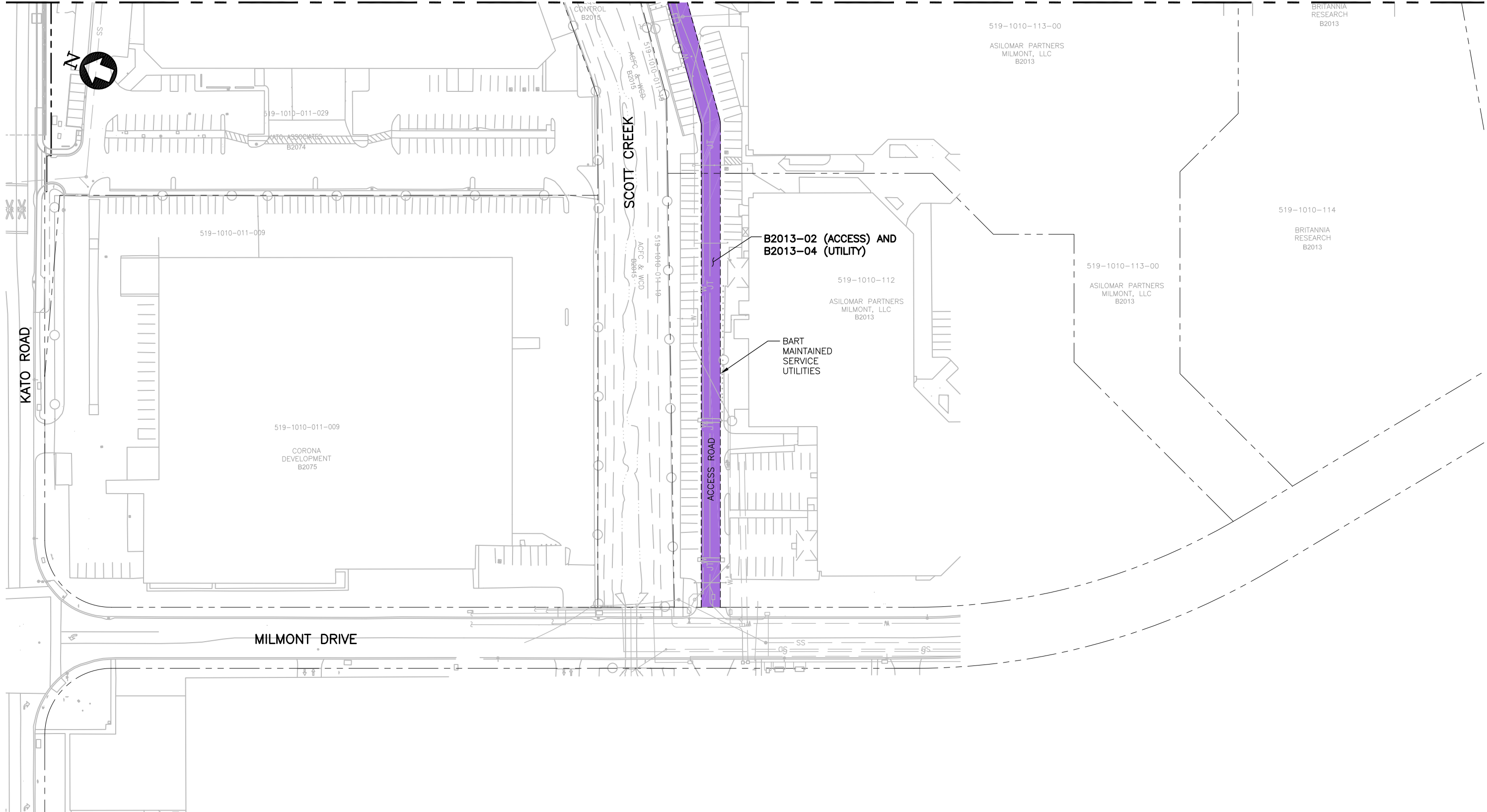
BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	AND  TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
	AND  VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A</b>			
<b>OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN			
EAST OF S1 167+50 TO S1 183+00			
CADD FILENAME	C700-EXH-PG-17.dwg		
SIZE	SCALE	1"=50'	
CONTRACT NO.	<b>C700</b>	REV.	<b>0</b>
AREA CODE	DATE	PAGE NO.	
	1/24/2020	<b>17</b>	

Jun 24, 2020 10:13am C:\Users\vu\Documents\BART\_O&M\2020-01-23\C700-EXH-PG-17.dwg



**BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

**VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA

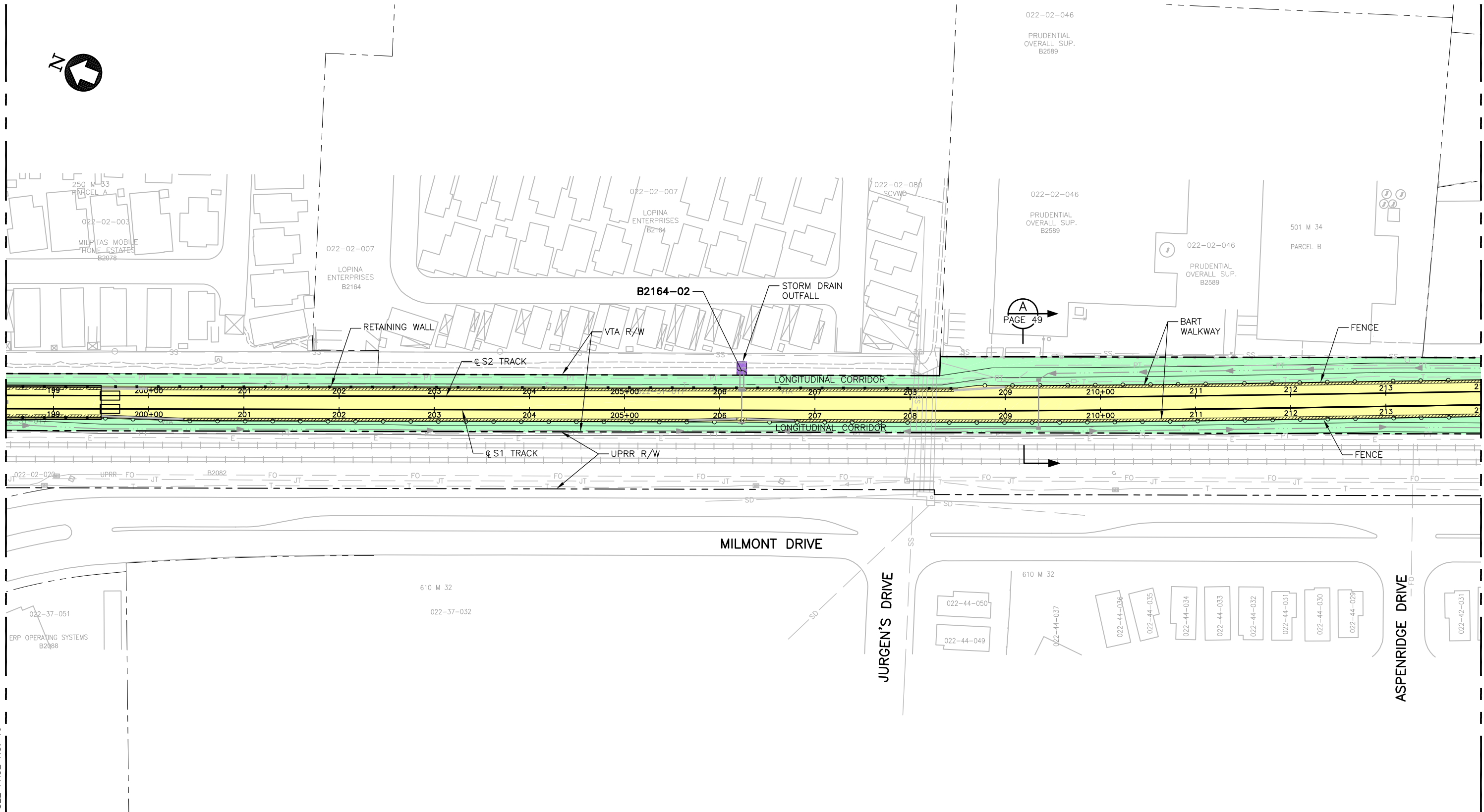
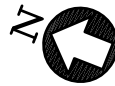


<b>EXHIBIT A OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN WEST OF S1 167+50 TO S1 183+00			
CADD FILENAME C700-EXH-PG-18.dwg	SIZE D	SCALE 1"=50'	REV. 0
CONTRACT NO. C700	DATE 4/30/2020	AREA CODE	PAGE NO. 18

May 06, 2020 - 9:33am C:\Users\vol... Documents\BART Projects\BART O&M Maps\2020-04-30\C700-EXH-PG-18.dwg



**PAGE REDACTED**



A  
PAGE 49

MATCH LINE  
SEE PAGE NO. 19

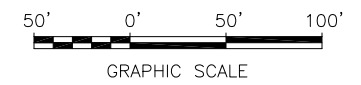
MATCH LINE  
SEE PAGE NO. 21

**BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

**VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION**

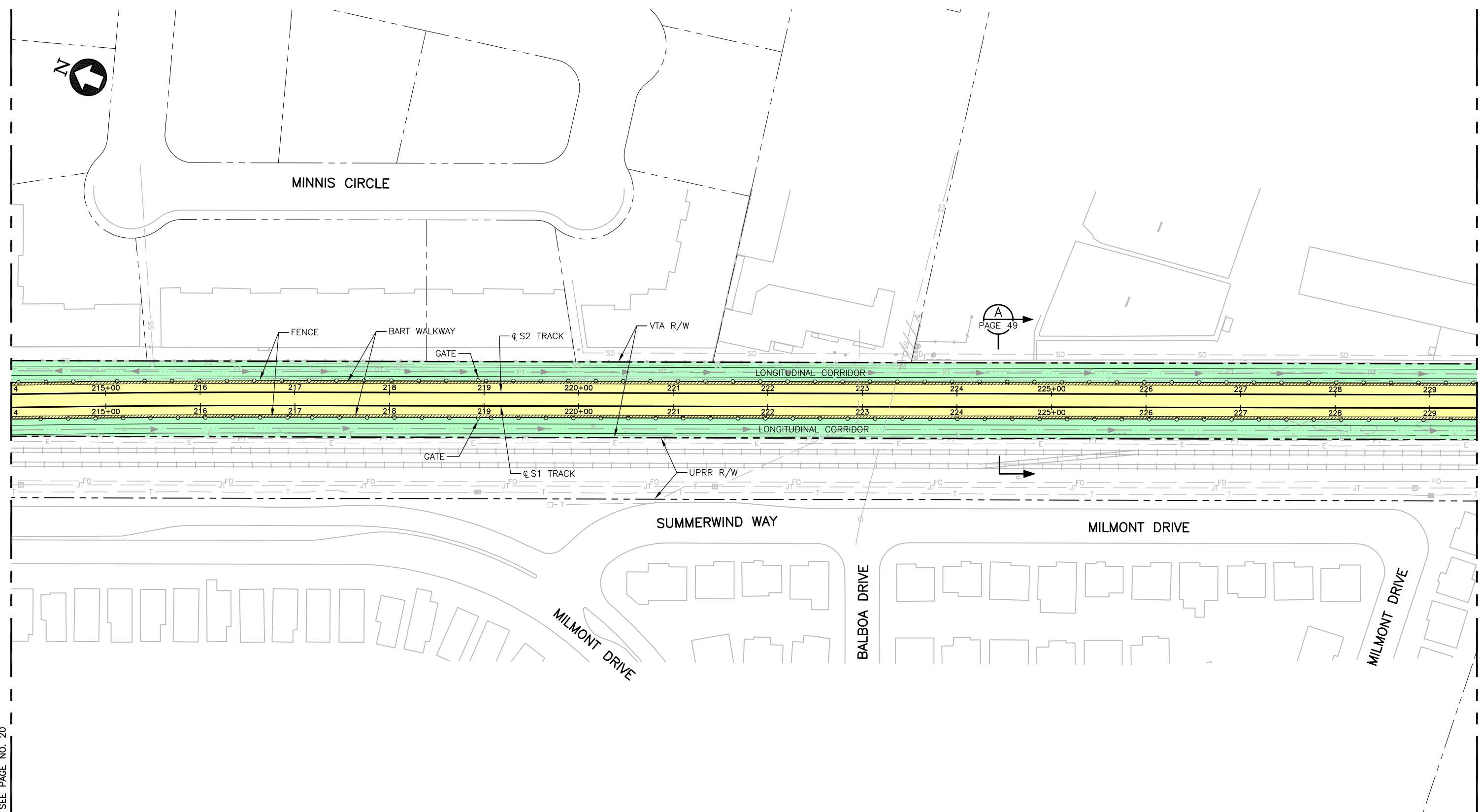
SYMBOL	DESCRIPTION
	AND  TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
	AND  VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN S1 198+50 TO S1 214+00			
CADD FILENAME C700-EXH-PG-20.dwg	SIZE D	SCALE 1"=50'	REV. 0
CONTRACT NO. C700	DATE 4/13/2020	AREA CODE	PAGE NO. 20

V:\K Apr 13, 2020 1:55pm C:\Users\vu... Documents\BART Projects\BART O&M Maps\2020-02-19\2700-EXH-PG-20.dwg

V:\\_K Jan 24, 2020 10:16am C:\Users\vu\_1\Documents\BART 0&M\2020-01-23\C700-EXH-PG-21.dwg

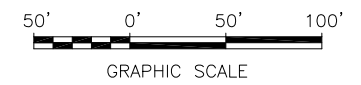


MATCH LINE  
SEE PAGE NO. 20

MATCH LINE  
SEE PAGE NO. 22

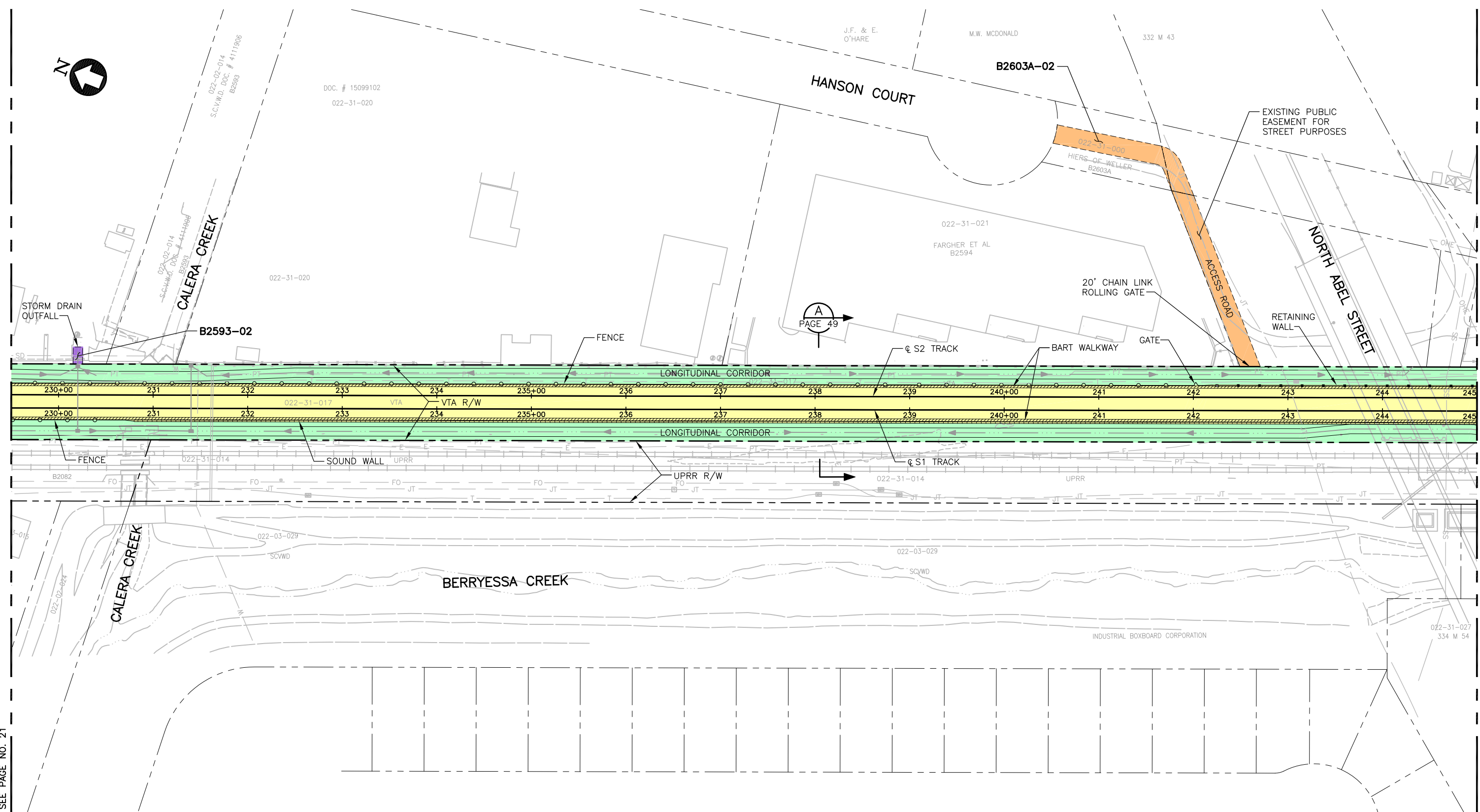
BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN S1 214+00 TO S1 229+50			
CADD FILENAME C700-EXH-PG-21.dwg	SIZE D	SCALE 1"=50'	REV. 0
CONTRACT NO. C700	DATE 1/24/2020	AREA CODE	PAGE NO. 21

V:\\_K May\_06\_2020 - 9:15am C:\Users\Vol... Documents\BART Projects\BART O&M Maps\2020-04-30\C700-EXH-PG-22.dwg

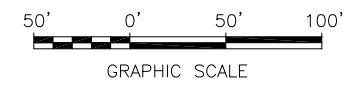


MATCH LINE  
SEE PAGE NO. 21

MATCH LINE  
SEE PAGE NO. 23

BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA

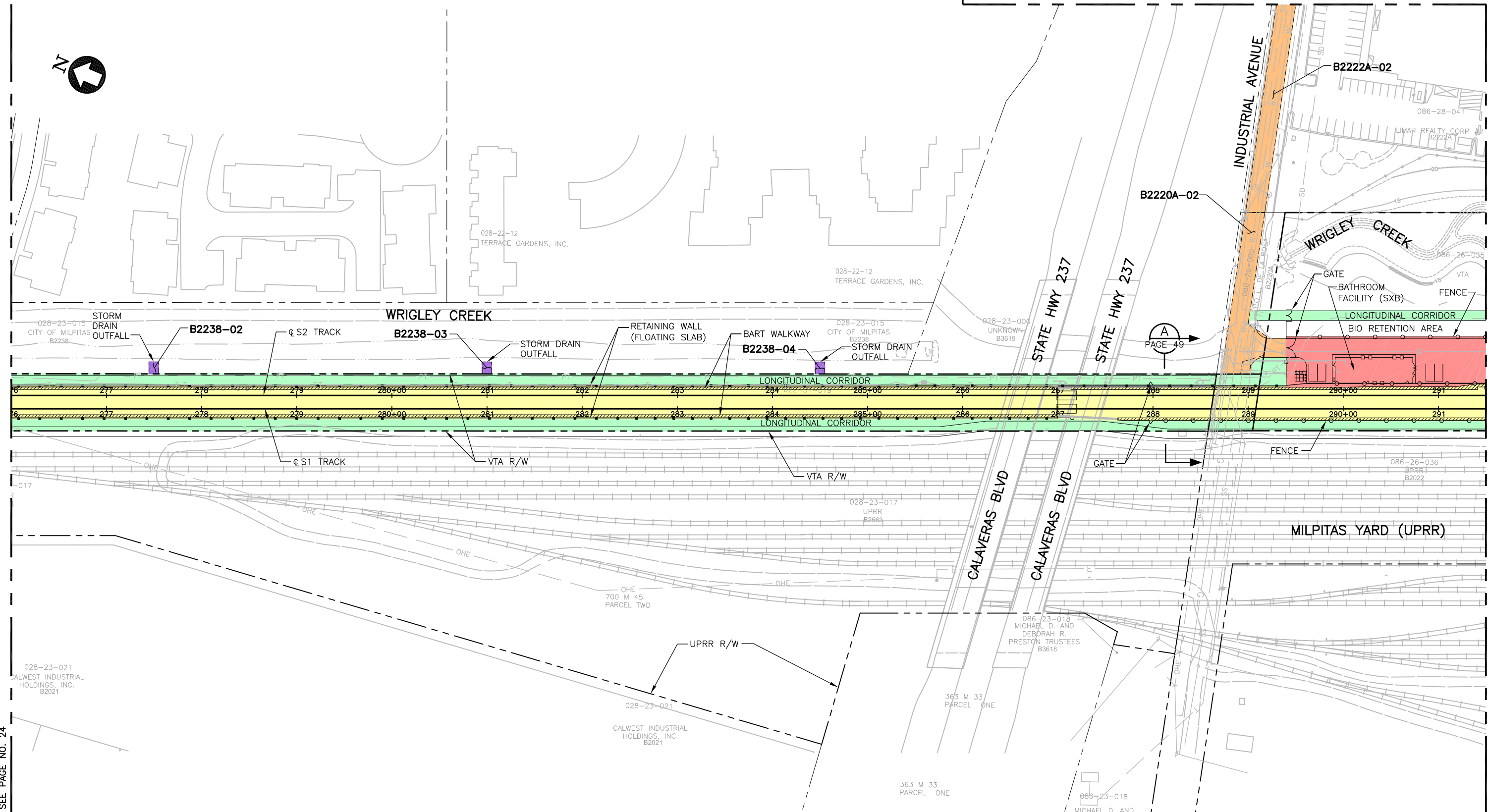


<b>EXHIBIT A</b>			
<b>OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN			
S1 229+50 TO S1 245+00			
CADD FILENAME	C700-EXH-PG-22.dwg		
SIZE	SCALE 1"=50'		
CONTRACT NO.	C700	REV.	0
AREA CODE	DATE 4/30/2020	PAGE NO.	22

**PAGE REDACTED**

**PAGE REDACTED**

MATCH LINE  
SEE PAGE NO. 26

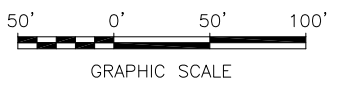


MATCH LINE  
SEE PAGE NO. 24

MATCH LINE  
SEE PAGE NO. 27

BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A</b>			
<b>OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN S1 276+00 TO S1 291+50			
CADD FILENAME C700-EXH-PG-25.dwg	SCALE 1"=50'	REV. 0	
CONTRACT NO. C700	DATE 4/30/2020	REV. 0	PAGE NO. 25

V:\\_K May\_06\_2020 - 9:27am C:\Users\Vol... Documents\BART Projects\BART O&M Maps\2020-04-30\C700-EXH-PG-25.dwg



MATCH LINE  
SEE PAGE NO. 25

MATCH LINE  
SEE PAGE NO. 27

**BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

**VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA



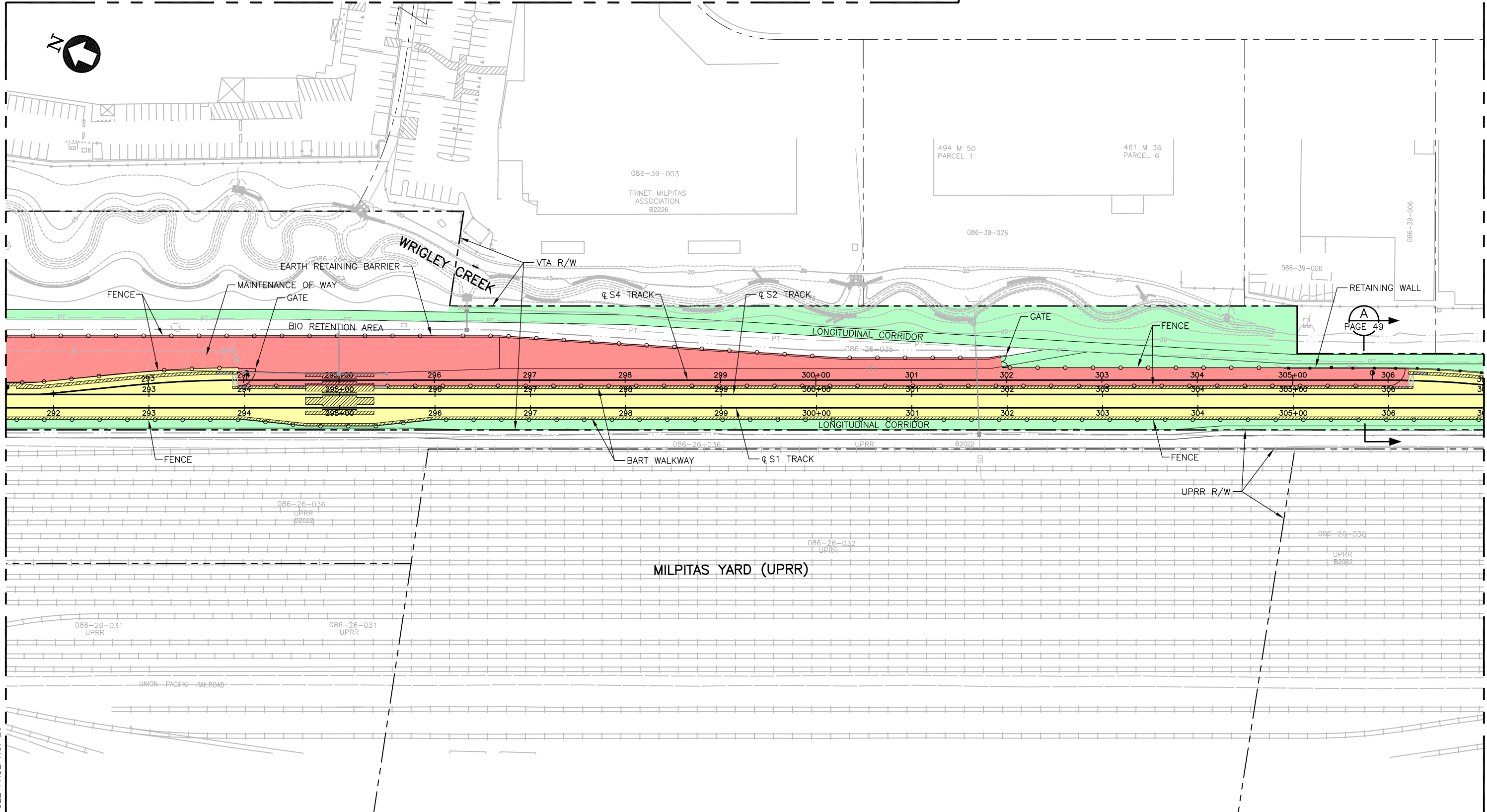
**EXHIBIT A  
OPERATION & MAINTENANCE MAP**

COMPOSITE PLAN  
EAST OF S1 286+00 TO S1 301+50

CADD FILENAME C700-EXH-PG-26.dwg		
SIZE D	SCALE 1"=50'	REV. 0
CONTRACT NO. C700	DATE 1/24/2020	PAGE NO. 26



MATCH LINE  
SEE PAGE NO. 26

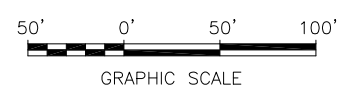


MATCH LINE  
SEE PAGE NO. 25

MATCH LINE  
SEE PAGE NO. 28

BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA



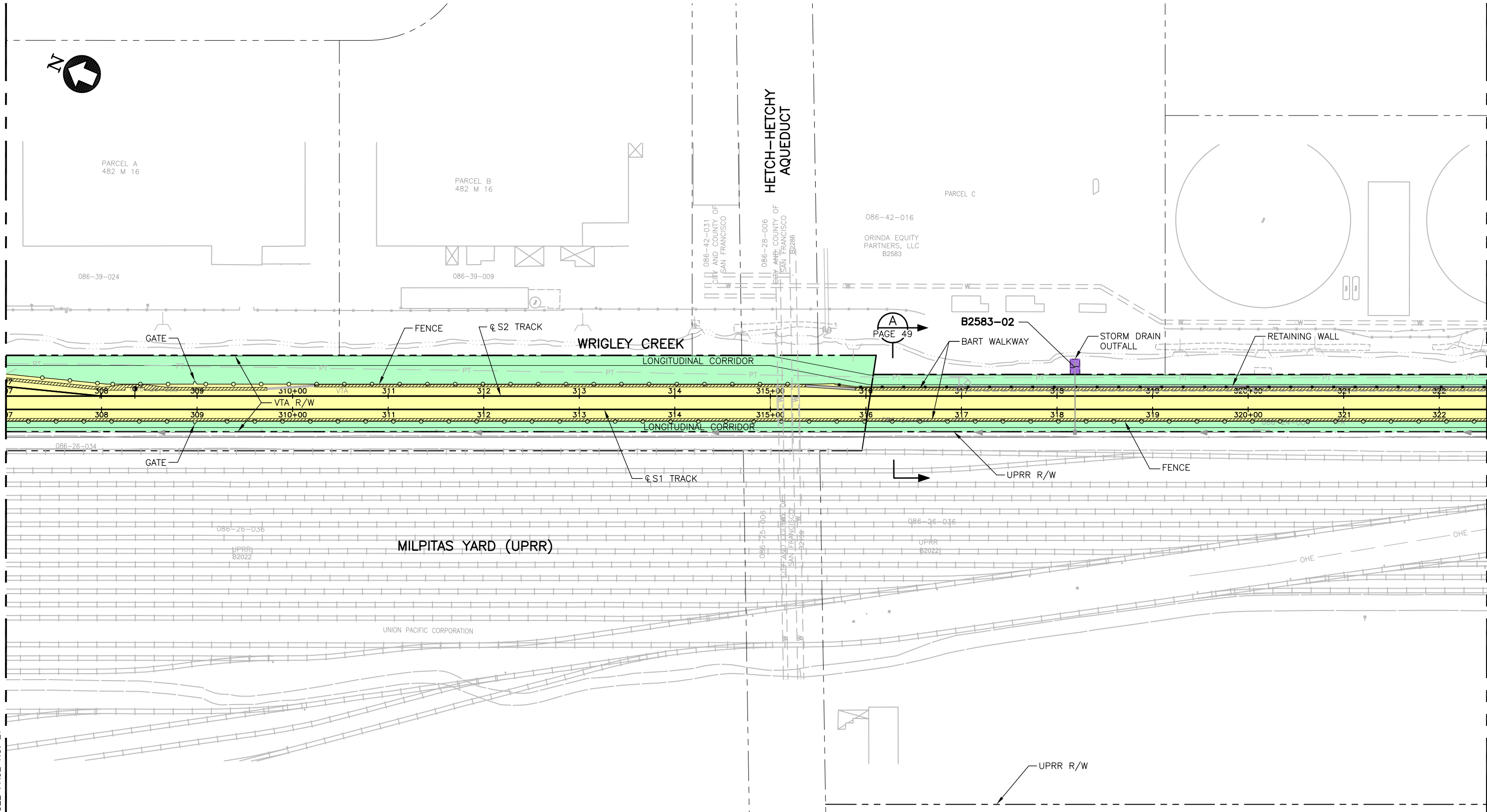
**EXHIBIT A**  
**OPERATION & MAINTENANCE MAP**

COMPOSITE PLAN  
S1 291+50 TO S1 307+00

CADD FILENAME C700-EXH-PG-27.dwg	
SIZE D	SCALE 1"=50'
CONTRACT NO. <b>C700</b>	REV. <b>0</b>
AREA CODE DATE 1/24/2020	PAGE NO. <b>27</b>

V:\\_K Jan 24, 2020 - 10:20am C:\Users\j... Documents\BART 08&A\2020-01-23\CT00-EXH-PG-27.dwg

V:\K Apr 13, 2020 - 2:13pm C:\Users\vu... Documents\BART Projects\BART O&M Maps\2020-02-19\2700-EXH-PG-28.dwg



MATCH LINE  
SEE PAGE NO. 27

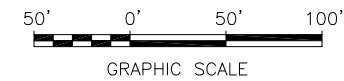
MATCH LINE  
SEE PAGE NO. 29

**BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION**

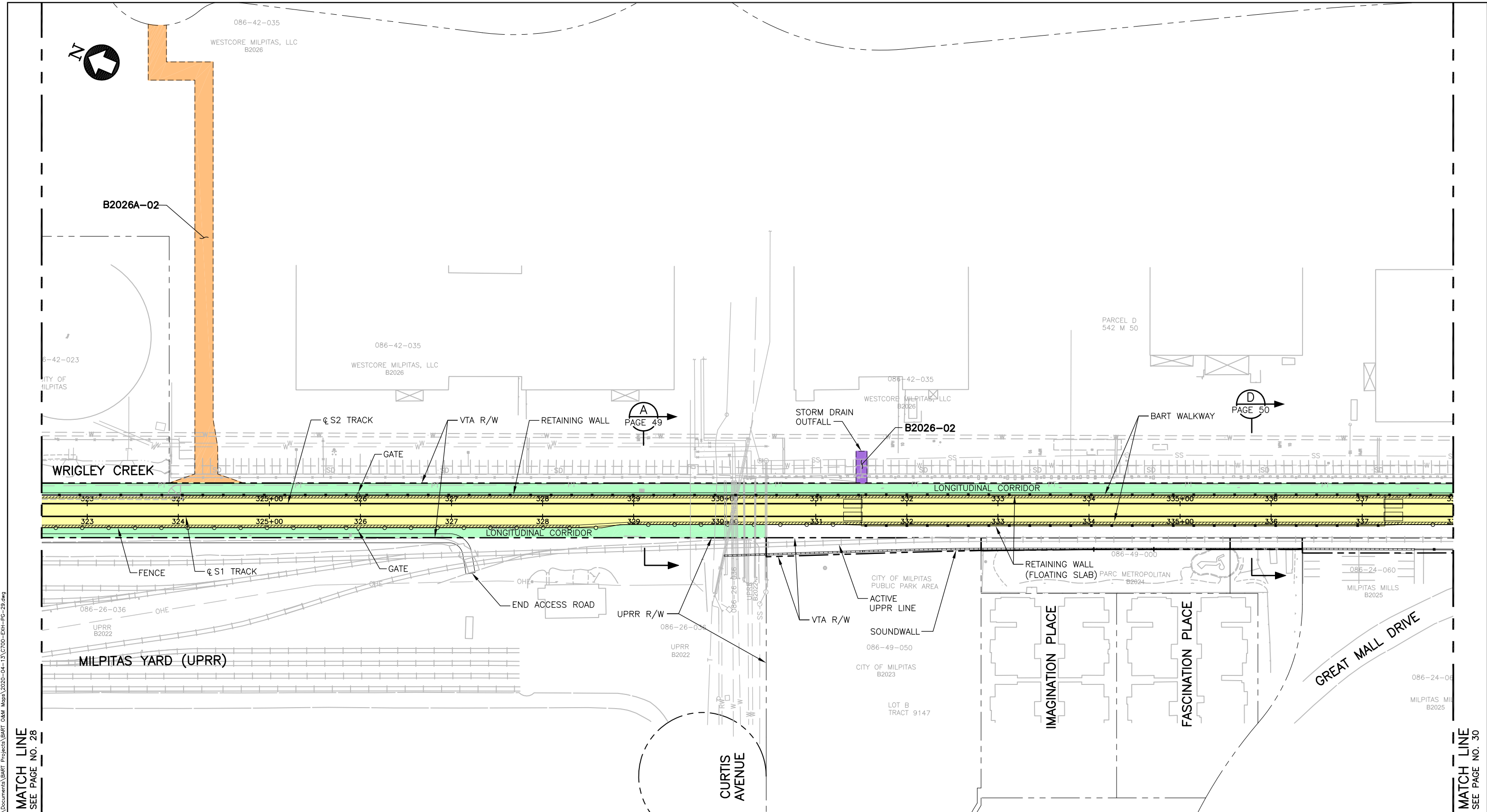
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

**VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
	AND  TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
	AND  VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN S1 307+00 TO S1 322+50			
CADD FILENAME C700-EXH-PG-28.dwg	SIZE D	SCALE 1"=50'	REV. 0
CONTRACT NO. C700	DATE 4/13/2020	AREA CODE	PAGE NO. 28



Apr 16, 2020 - 9:12am C:\Users\vu... Documents\BART Projects\BART 08M Maps\2020-04-13\700-EXH-PG-29.dwg

MATCH LINE  
 SEE PAGE NO. 28

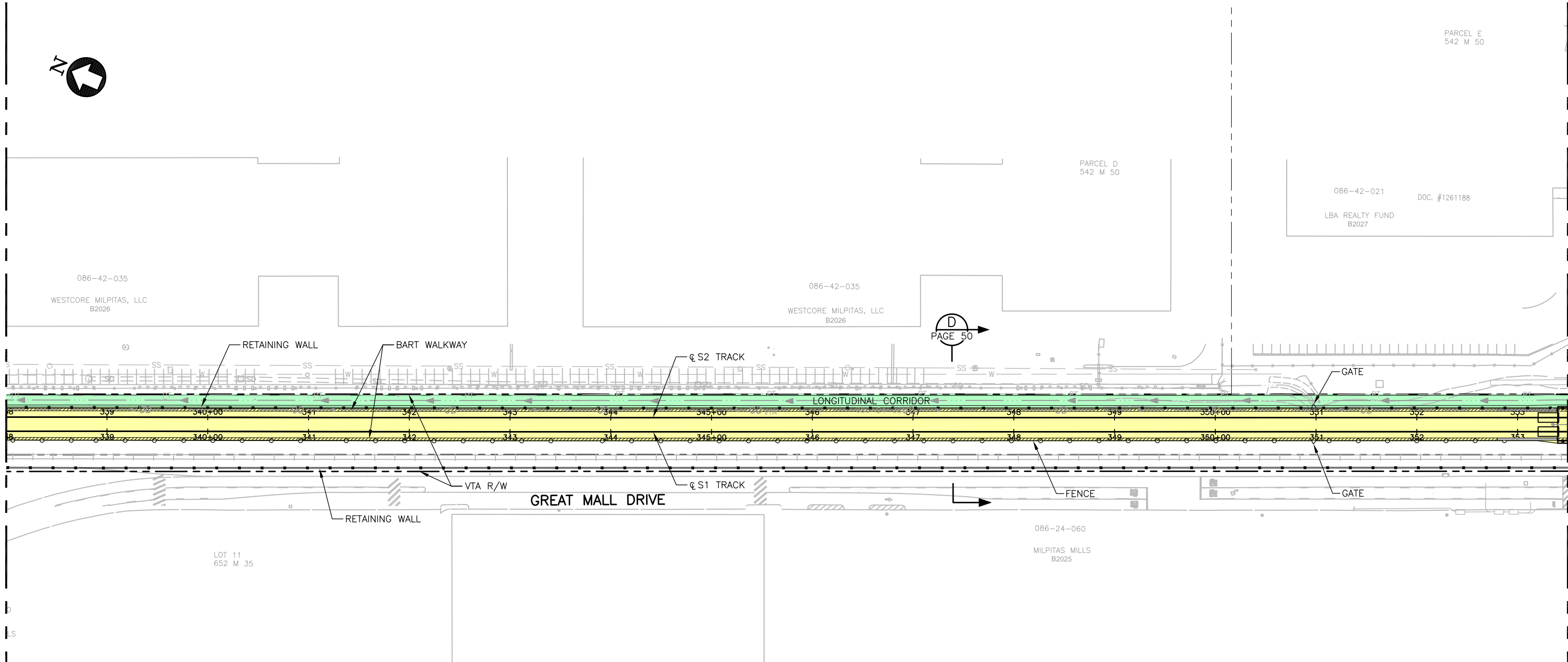
MATCH LINE  
 SEE PAGE NO. 30

BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	AND  TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
	AND  VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A</b>			
<b>OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN S1 322+50 TO S1 338+00			
CADD FILENAME C700-EXH-PG-29.dwg	SIZE D	SCALE 1"=50'	REV. 0
CONTRACT NO. C700	DATE 4/13/2020	AREA CODE	PAGE NO. 29



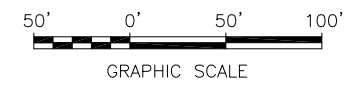
V:\K Jun 24, 2020 - 10:22am C:\Users\vu\Documents\BART 0&M\2020-01-23\C700-EXH-PG-30.dwg

MATCH LINE  
SEE PAGE NO. 29

MATCH LINE  
SEE PAGE NO. 31

BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

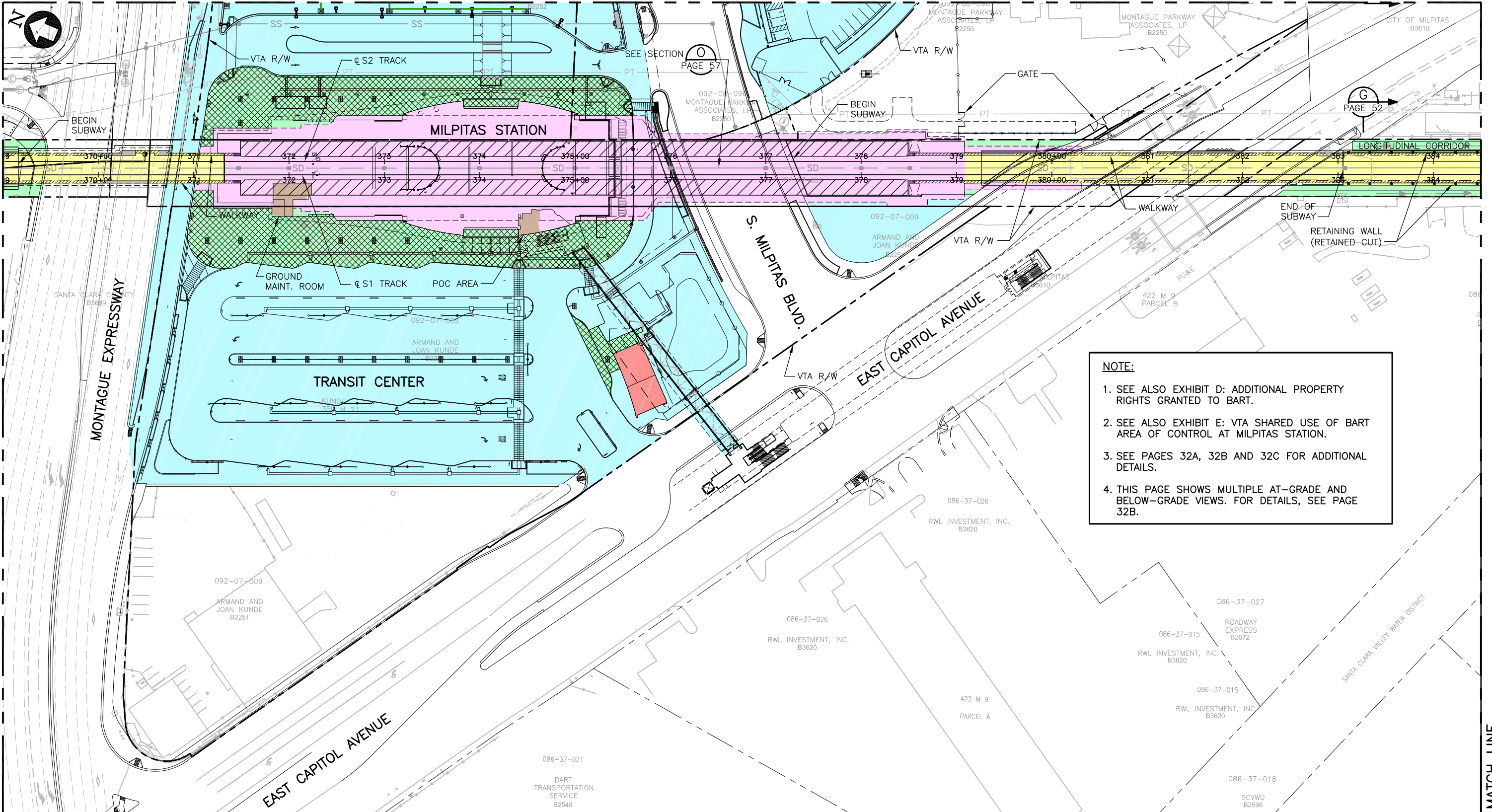
VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN S1 338+00 TO S1 353+50			
CADD FILENAME C700-EXH-PG-30.dwg	SIZE D	SCALE 1"=50'	REV. 0
CONTRACT NO. C700	DATE 1/24/2020	AREA CODE	PAGE NO. 30

**PAGE REDACTED**

MATCH LINE  
SEE PAGE NO. 33



**NOTE:**

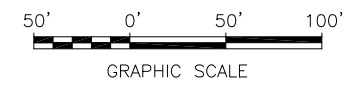
1. SEE ALSO EXHIBIT D: ADDITIONAL PROPERTY RIGHTS GRANTED TO BART.
2. SEE ALSO EXHIBIT E: VTA SHARED USE OF BART AREA OF CONTROL AT MILPITAS STATION.
3. SEE PAGES 32A, 32B AND 32C FOR ADDITIONAL DETAILS.
4. THIS PAGE SHOWS MULTIPLE AT-GRADE AND BELOW-GRADE VIEWS. FOR DETAILS, SEE PAGE 32B.

MATCH LINE  
SEE PAGE NO. 31

MATCH LINE  
SEE PAGE NO. 34

BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA



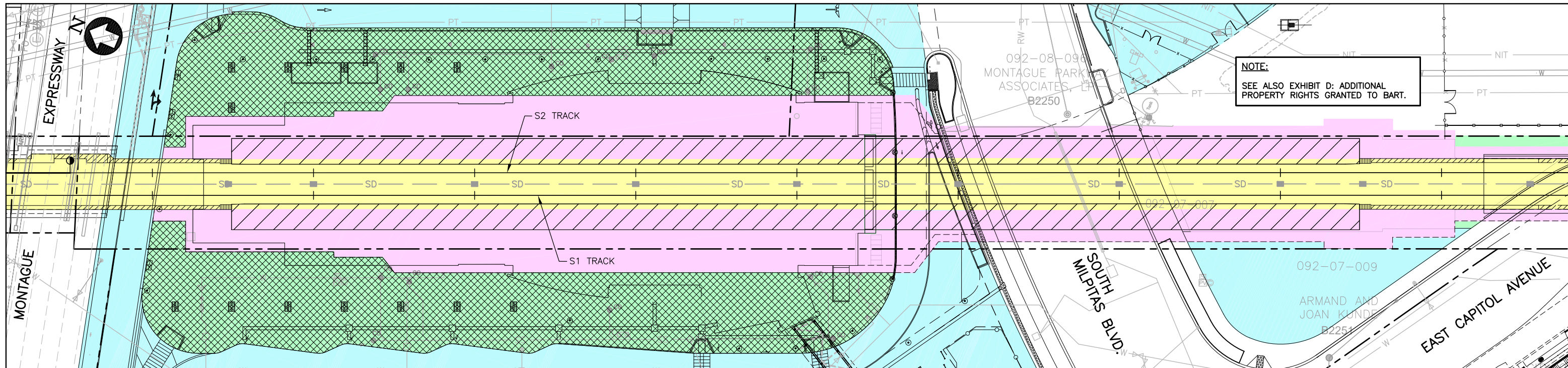
**EXHIBIT A  
OPERATION & MAINTENANCE MAP**

COMPOSITE PLAN  
S1 369+00 TO S1 384+50

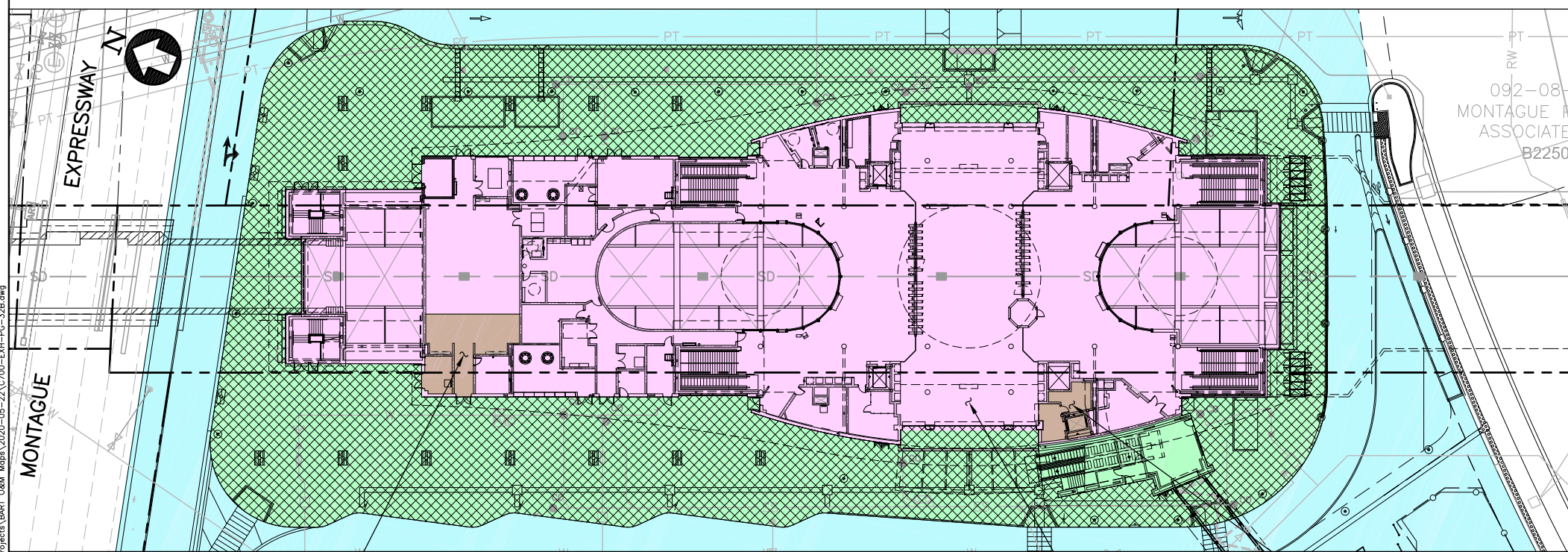
CADD FILENAME C700-EXH-PG-32.dwg	
SIZE D	SCALE 1"=50'
CONTRACT NO. <b>C700</b>	REV. <b>0</b>
AREA CODE DATE 4/27/2020	PAGE NO. <b>32</b>

V:\u\_k Apr 27, 2020 9:45am C:\Users\vu\_k\Documents\BART Projects\BART O&M Maps\2020-04-27\2700-EXH-PG-32.dwg

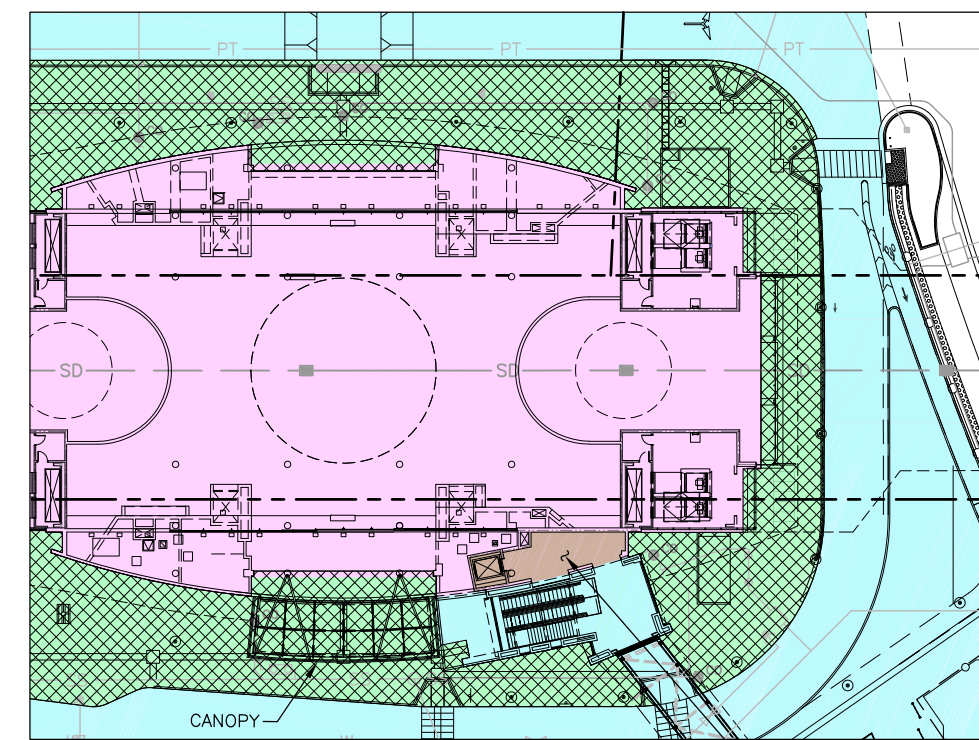
**PAGE REDACTED**



PLATFORM/TRACK LEVEL (BELOW GRADE)



CONCOURSE LEVEL (AT GRADE)



SECOND FLOOR LEVEL

**BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

**VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION**

SYMBOL	DESCRIPTION
	AND  TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
	AND  VTA AREA OF CONTROL WITH BART SHARED USE AREA



**EXHIBIT A  
OPERATION & MAINTENANCE MAP**

MILPITAS STATION BUILDING & TRANSIT CENTER

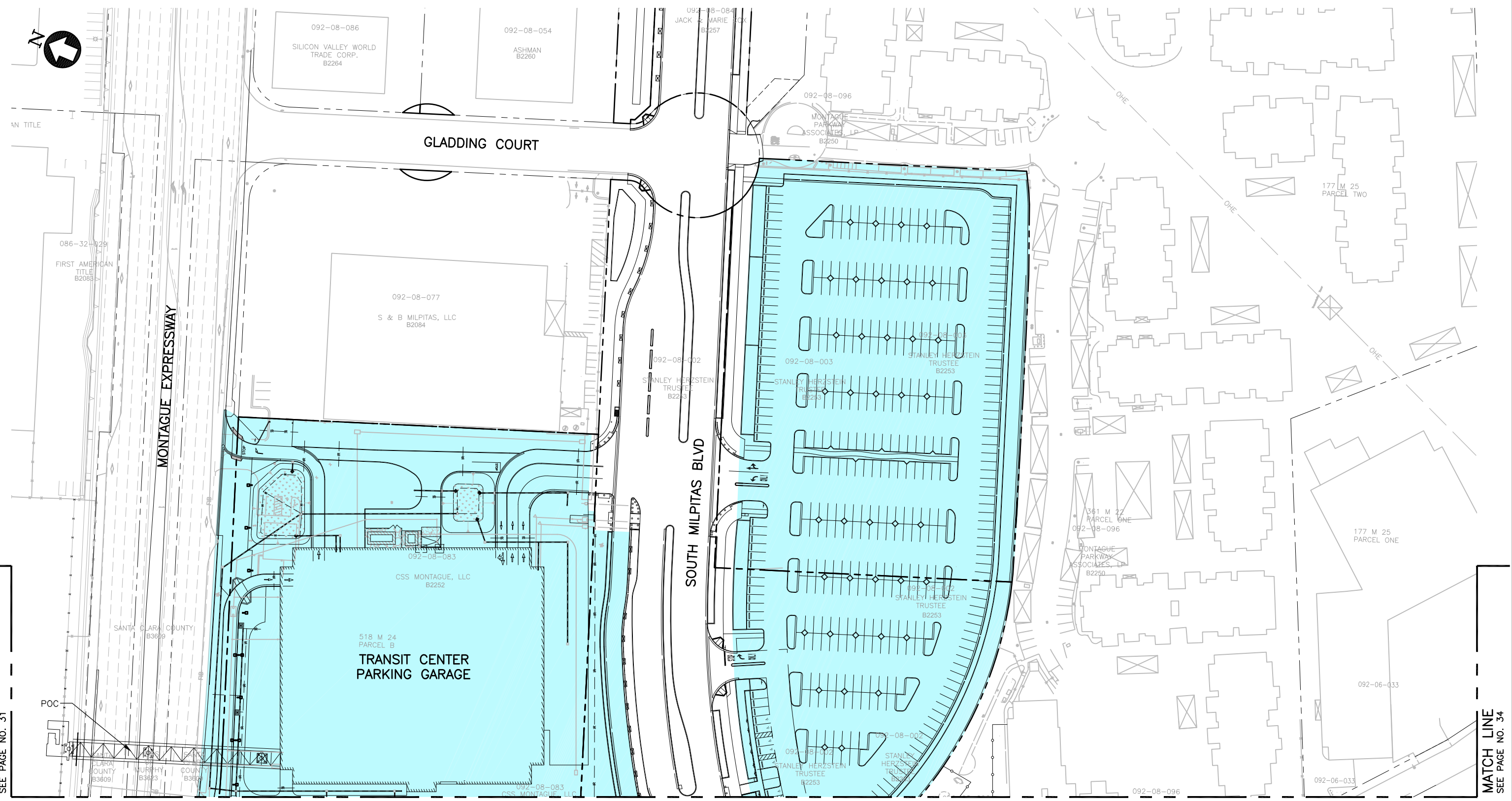
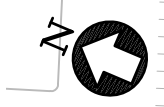
CADD FILENAME C700-EXH-PG-32B.dwg	REV. 0
SIZE SCALE D 1"=50'	
CONTRACT NO. C700	PAGE NO. 32B
AREA CODE DATE 5/22/2020	

V:\K May 22, 2020 - 9:31am C:\Users\Vol... Documents\BART Projects\BART O&M Maps\2020-05-22\C700-EXH-PG-32B.dwg



**PAGE REDACTED**

Jun 24, 2020 10:26am C:\Users\vu\Documents\BART\_0&M\2020-01-23\C700-EXH-PG-33.dwg



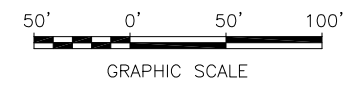
MATCH LINE  
 SEE PAGE NO. 31

MATCH LINE  
 SEE PAGE NO. 34

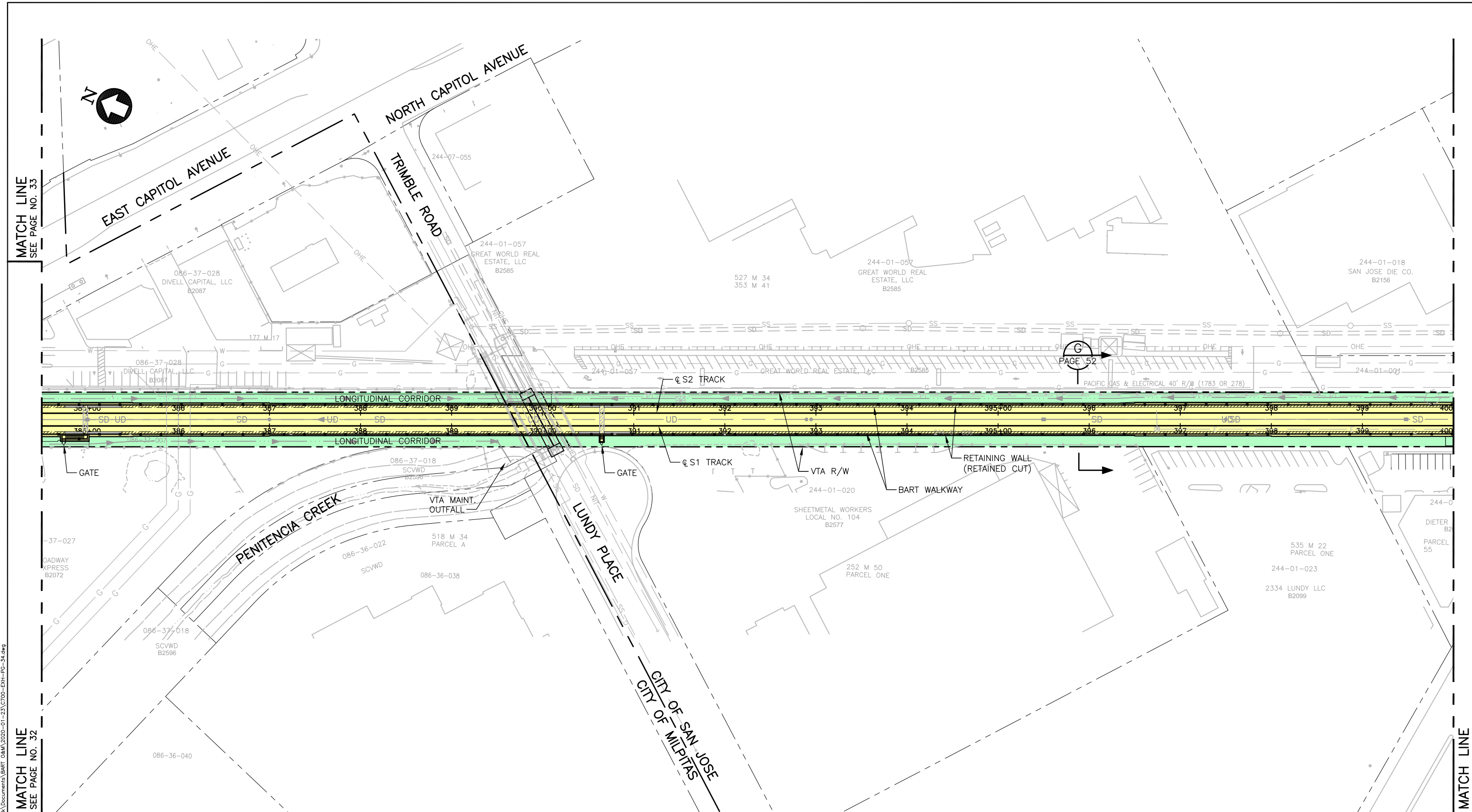
MATCH LINE  
 SEE PAGE NO. 32

BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA



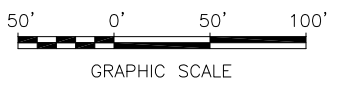
<b>EXHIBIT A</b>			
<b>OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN			
EAST OF S1 369+00 TO S1 384+50			
CADD FILENAME	C700-EXH-PG-33.dwg		
SIZE	SCALE	1"=50'	
CONTRACT NO.	C700	REV.	0
AREA CODE	DATE	PAGE NO.	
	1/24/2020	33	



Jun 24, 2020 10:26am C:\Users\vu... \Documents\BART\_0&M\2020-01-23\C700-EXH-PG-34.dwg

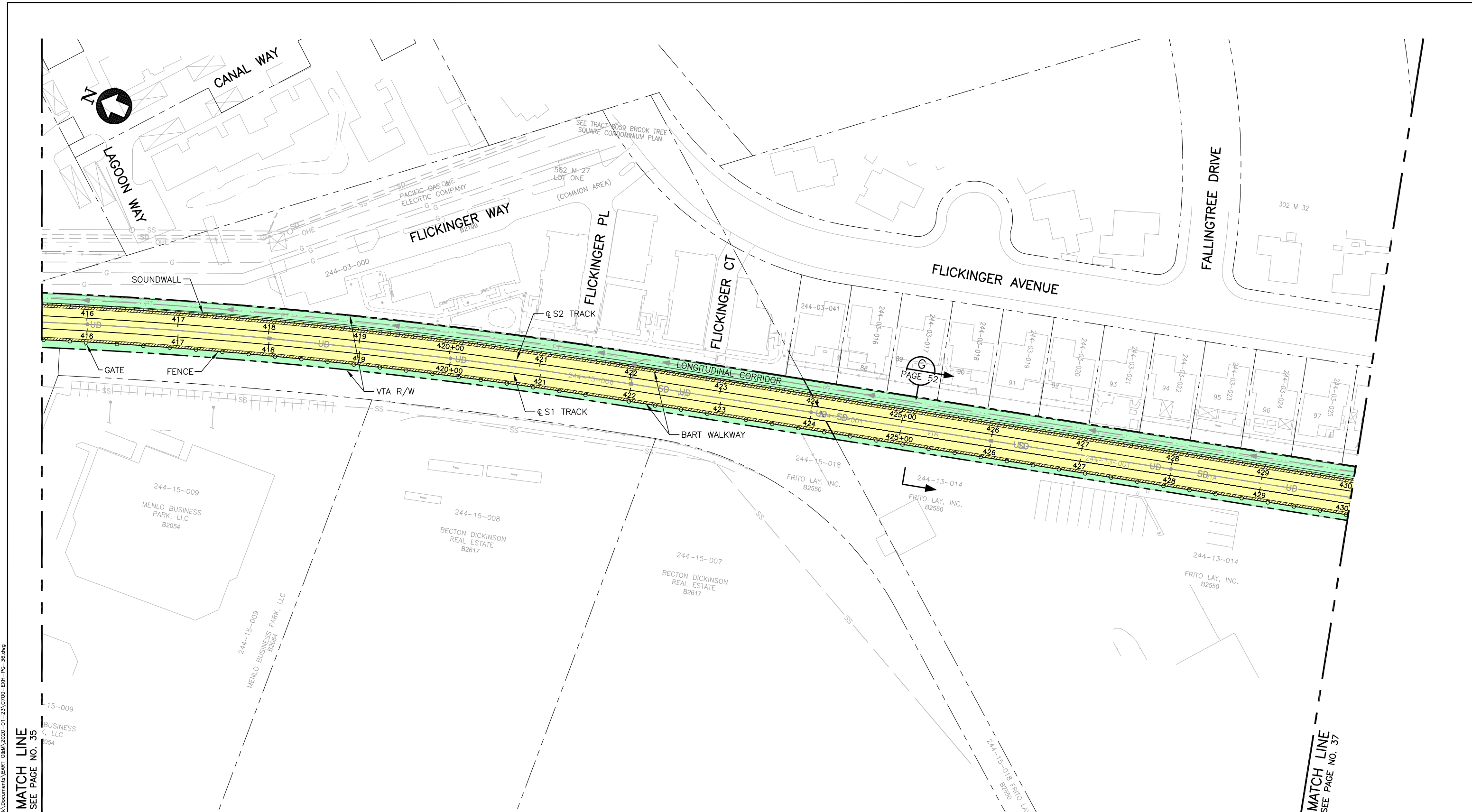
BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A</b>			
<b>OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN			
S1 384+50 TO S1 400+00			
CADD FILENAME	C700-EXH-PG-34.dwg		
SIZE	SCALE	1"=50'	
CONTRACT NO.	C700	REV.	0
AREA CODE	DATE	PAGE NO.	
	1/24/2020	34	

**PAGE REDACTED**



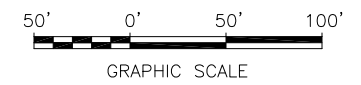
Jun 24, 2020 10:32am C:\Users\j... \Documents\BART\_0&M\2020-01-23\C700-EXH-PG-36.dwg

**MATCH LINE**  
 SEE PAGE NO. 35

**MATCH LINE**  
 SEE PAGE NO. 37

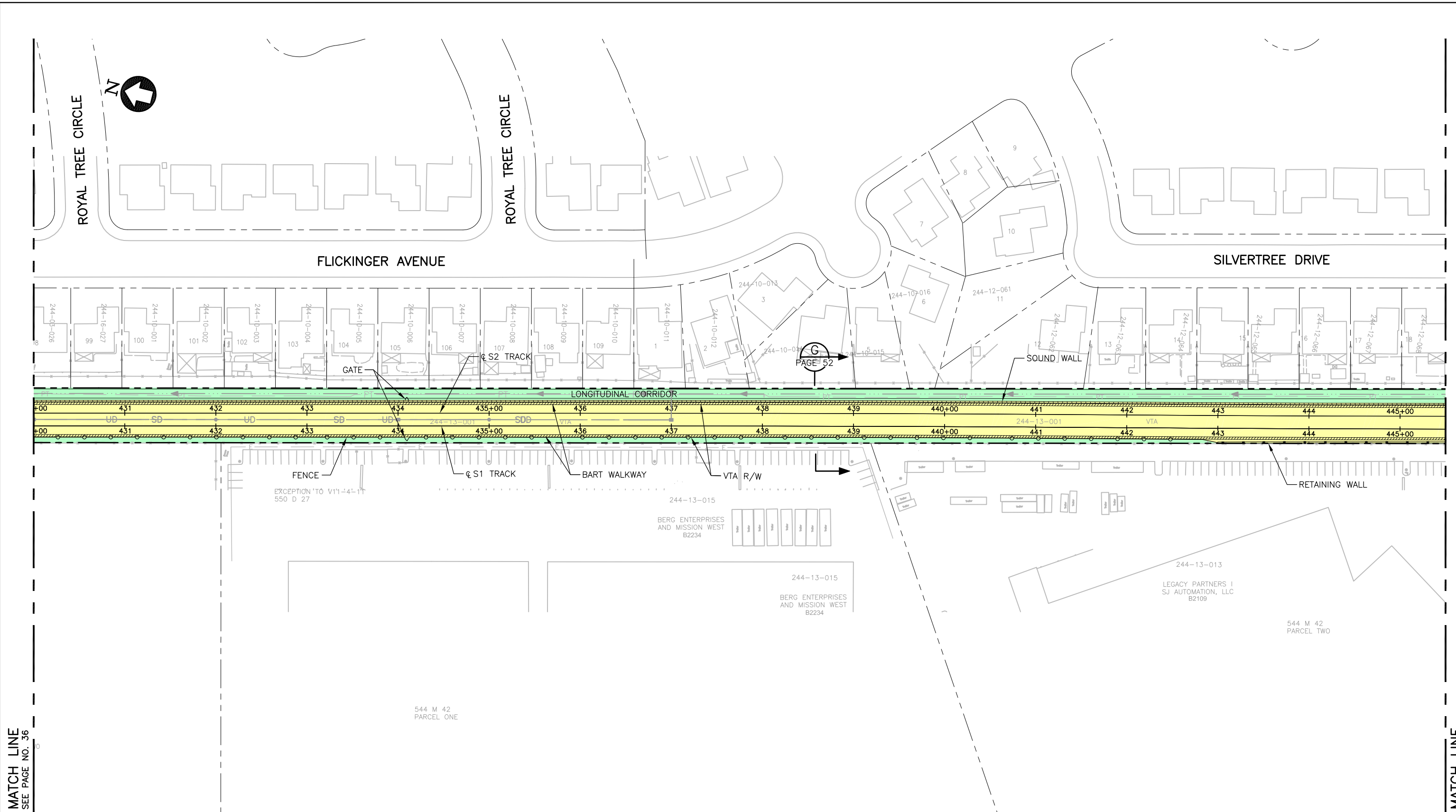
BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	AND  TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
	AND  VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A</b>			
<b>OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN			
S1 415+50 TO S1 430+00			
CADD FILENAME	C700-EXH-PG-36.dwg		
SIZE	SCALE	1"=50'	
CONTRACT NO.	C700	REV.	0
AREA CODE	DATE	PAGE NO.	
	1/24/2020	36	

V:\\_K Jan 24, 2020 10:34am C:\Users\vu\Documents\BART O&M\2020-01-23\C700-EXH-PG-37.dwg

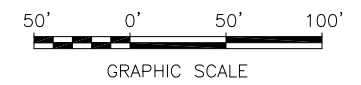


**MATCH LINE**  
 SEE PAGE NO. 36

**MATCH LINE**  
 SEE PAGE NO. 38

BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

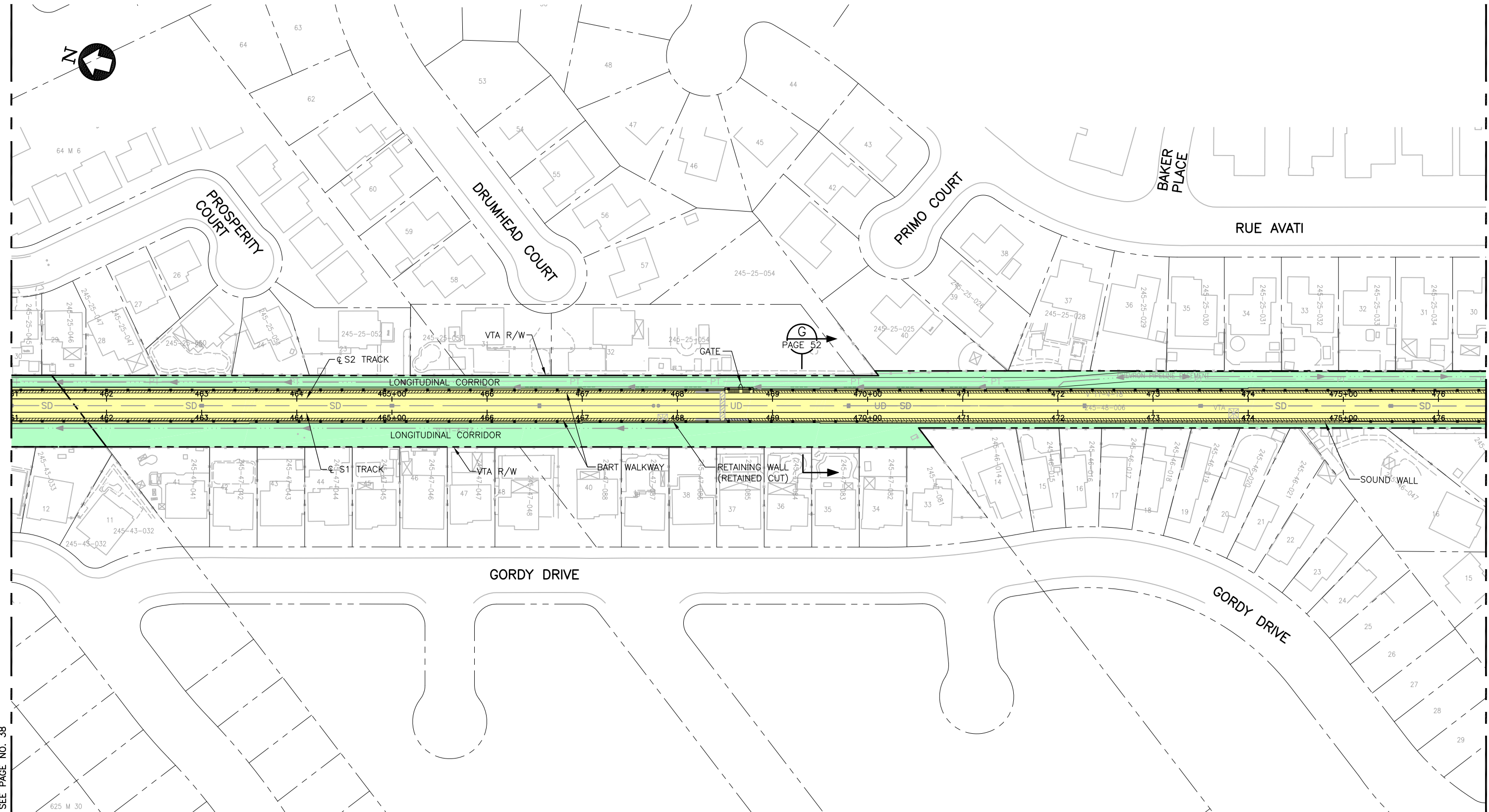
VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A</b>			
<b>OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN			
S1 430+00 TO S1 445+50			
CADD FILENAME C700-EXH-PG-37.dwg		REV. <b>0</b>	
SIZE D	SCALE 1"=50'	CONTRACT NO. <b>C700</b>	
AREA CODE	DATE 1/24/2020	PAGE NO. <b>37</b>	

**PAGE REDACTED**

V:\\_K Jan 24, 2020 10:34am C:\Users\w... Documents\BART O&M\2020-01-23\C700-EXH-PG-39.dwg



MATCH LINE  
SEE PAGE NO. 38

MATCH LINE  
SEE PAGE NO. 40

BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA



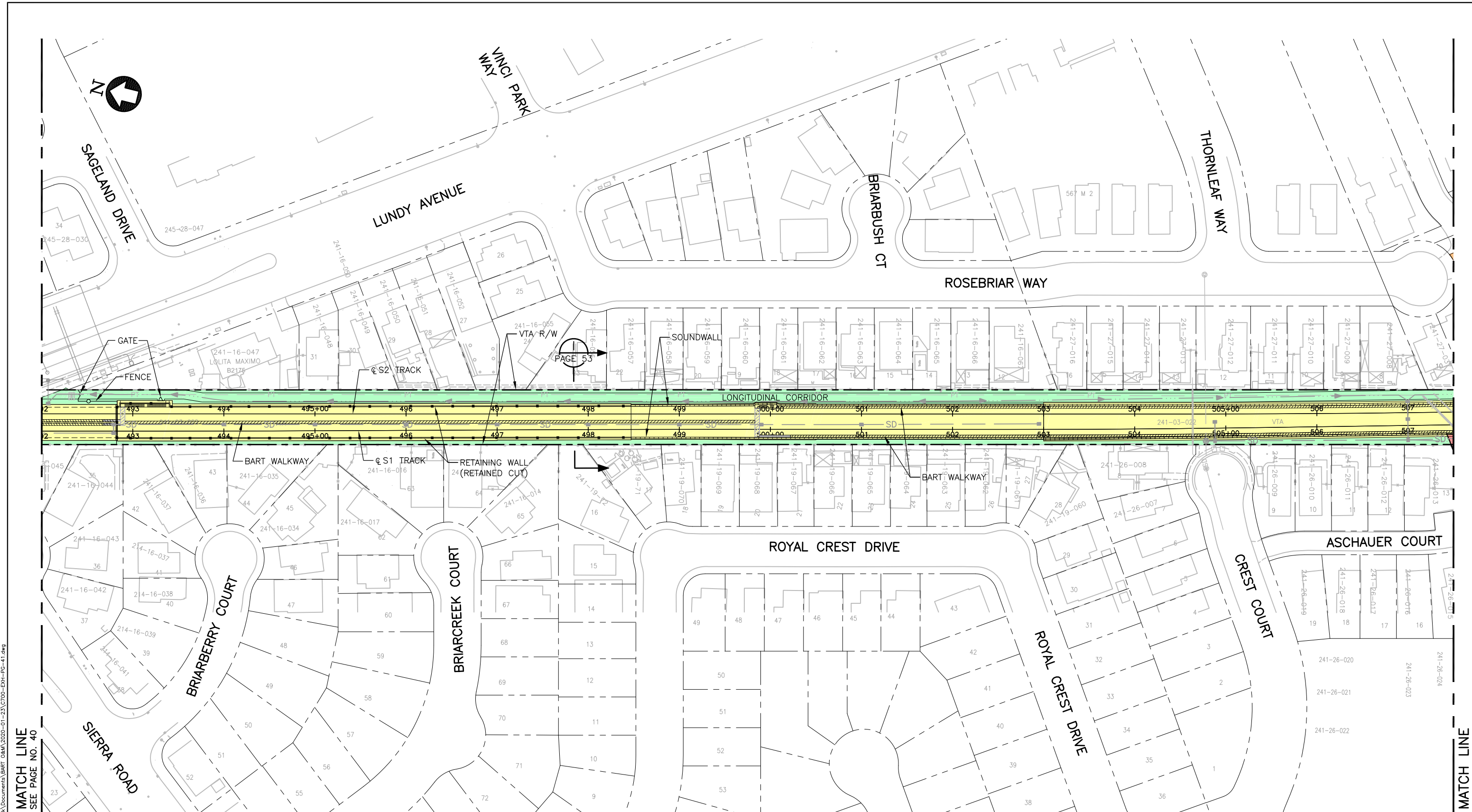
**EXHIBIT A**  
**OPERATION & MAINTENANCE MAP**

COMPOSITE PLAN  
S1 461+00 TO S1 476+50

CADD FILENAME C700-EXH-PG-39.dwg	
SIZE D	SCALE 1"=50'
CONTRACT NO. <b>C700</b>	REV. <b>0</b>
AREA CODE DATE 1/24/2020	PAGE NO. <b>39</b>



**PAGE REDACTED**



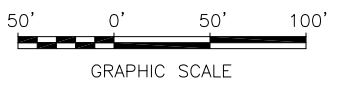
V:\K Jan 24, 2020 10:37am C:\Users\j... Documents\BART 0&M\2020-01-23\CT00-EXH-PG-41.dwg

MATCH LINE  
SEE PAGE NO. 40

MATCH LINE  
SEE PAGE NO. 42

BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA

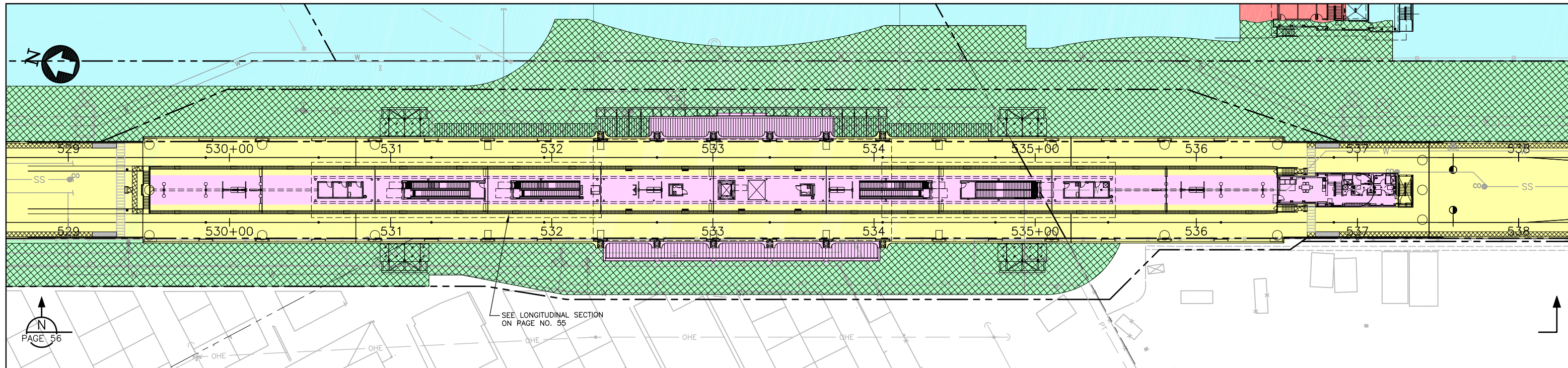


<b>EXHIBIT A</b>			
<b>OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN S1 492+00 TO S1 507+50			
CADD FILENAME C700-EXH-PG-41.dwg	SCALE 1"=50'	REV. 0	
CONTRACT NO. C700	DATE 1/24/2020	PAGE NO. 41	

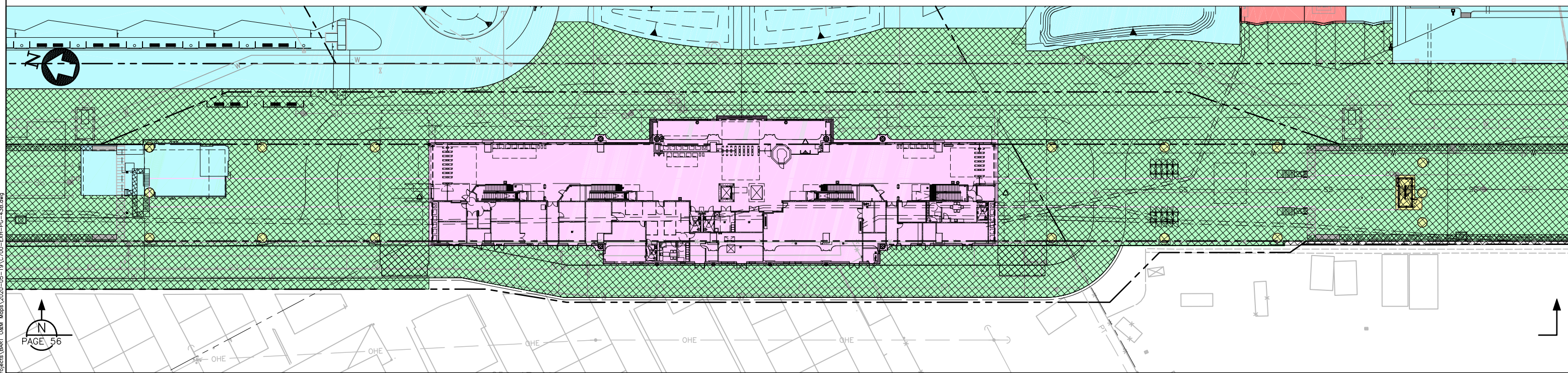
**PAGE REDACTED**

**PAGE REDACTED**

**PAGE REDACTED**



PLATFORM LEVEL (AERIAL)

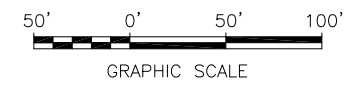


CONCOURSE LEVEL (AT GRADE)

V:\K May 19, 2020 - 2:32pm C:\Users\Vol... Documents\BART Projects\BART O&M Maps\2020-05-19\C700-EXH-PG-43B.dwg

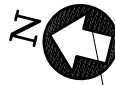
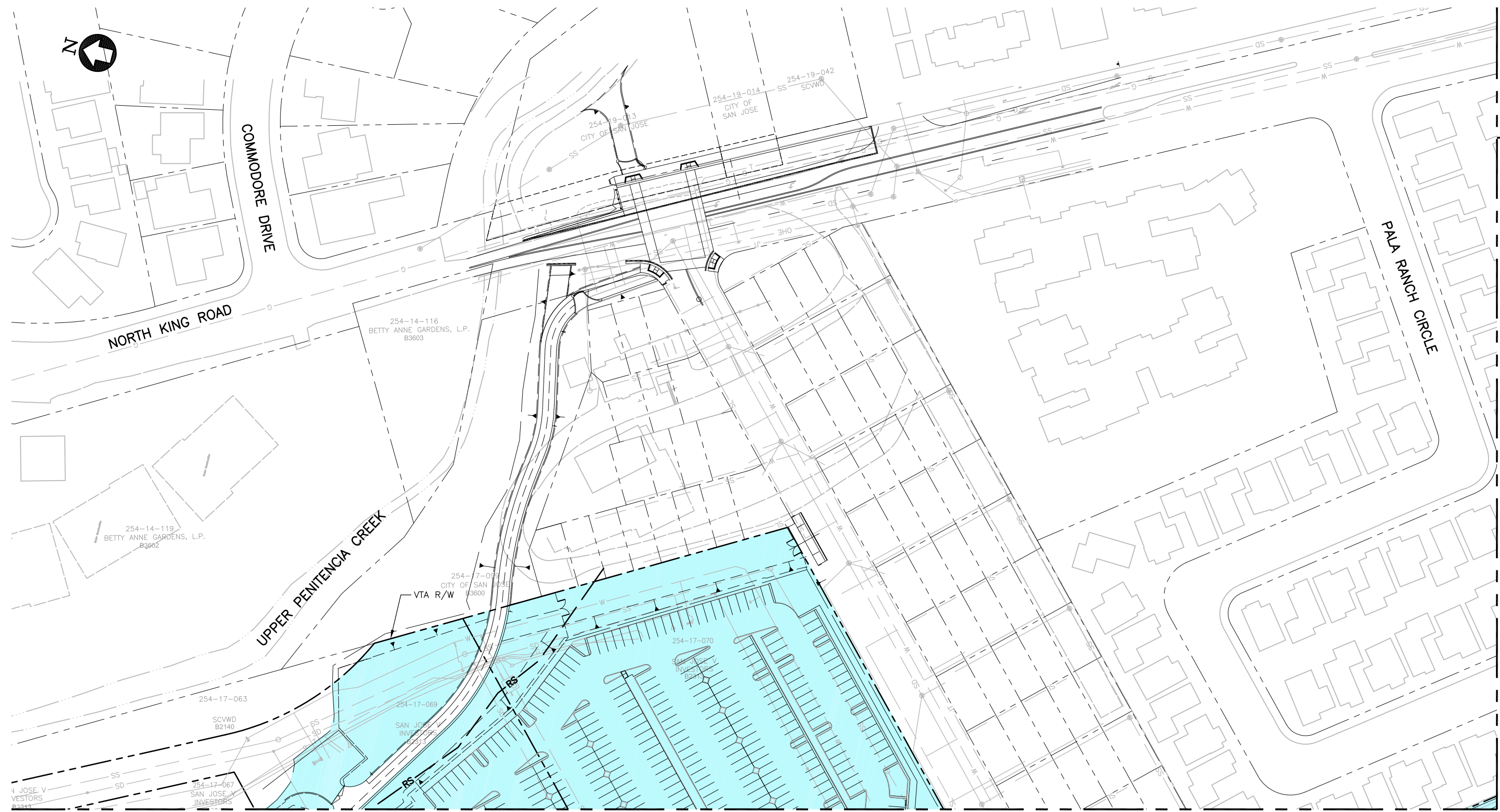
BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A</b>			
<b>OPERATION &amp; MAINTENANCE MAP</b>			
BERRYESSA STATION BUILDING & TRANSIT CENTER			
CADD FILENAME	C700-EXH-PG-43B.dwg		
SIZE	SCALE 1"=50'		
CONTRACT NO.	C700	REV.	0
AREA CODE	DATE 5/19/2020	PAGE NO.	43B

V:\K Feb 19, 2020 - 9:46am C:\Users\Vol... Documents\BART Projects\BART O&M Maps\2020-02-14\C700-EXH-PG-44.dwg

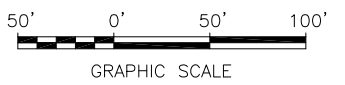


**MATCH LINE**  
SEE PAGE NO. 43

**MATCH LINE**  
SEE PAGE NO. 45

BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA

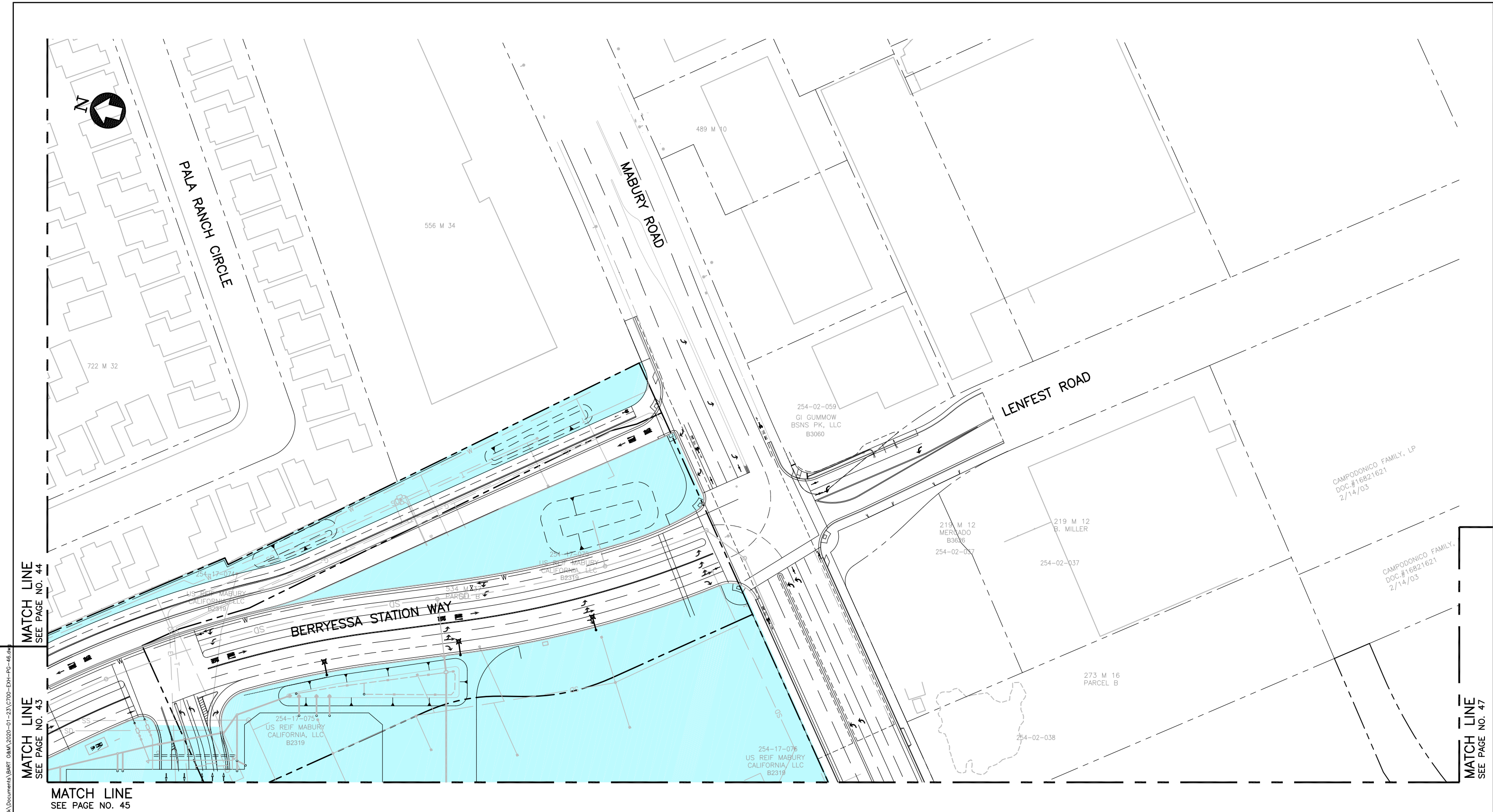


<b>EXHIBIT A</b>			
<b>OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN			
EAST OF S1 523+00 TO S1 538+50			
CADD FILENAME C700-EXH-PG-44.dwg		REV. <b>0</b>	
SIZE D	SCALE 1"=50'	CONTRACT NO. <b>C700</b>	DATE 1/24/2020
AREA CODE	DATE	PAGE NO. <b>44</b>	

24JAN18

**PAGE REDACTED**





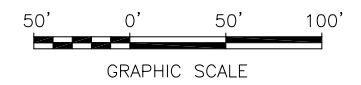
MATCH LINE  
SEE PAGE NO. 44

MATCH LINE  
SEE PAGE NO. 43

MATCH LINE  
SEE PAGE NO. 47

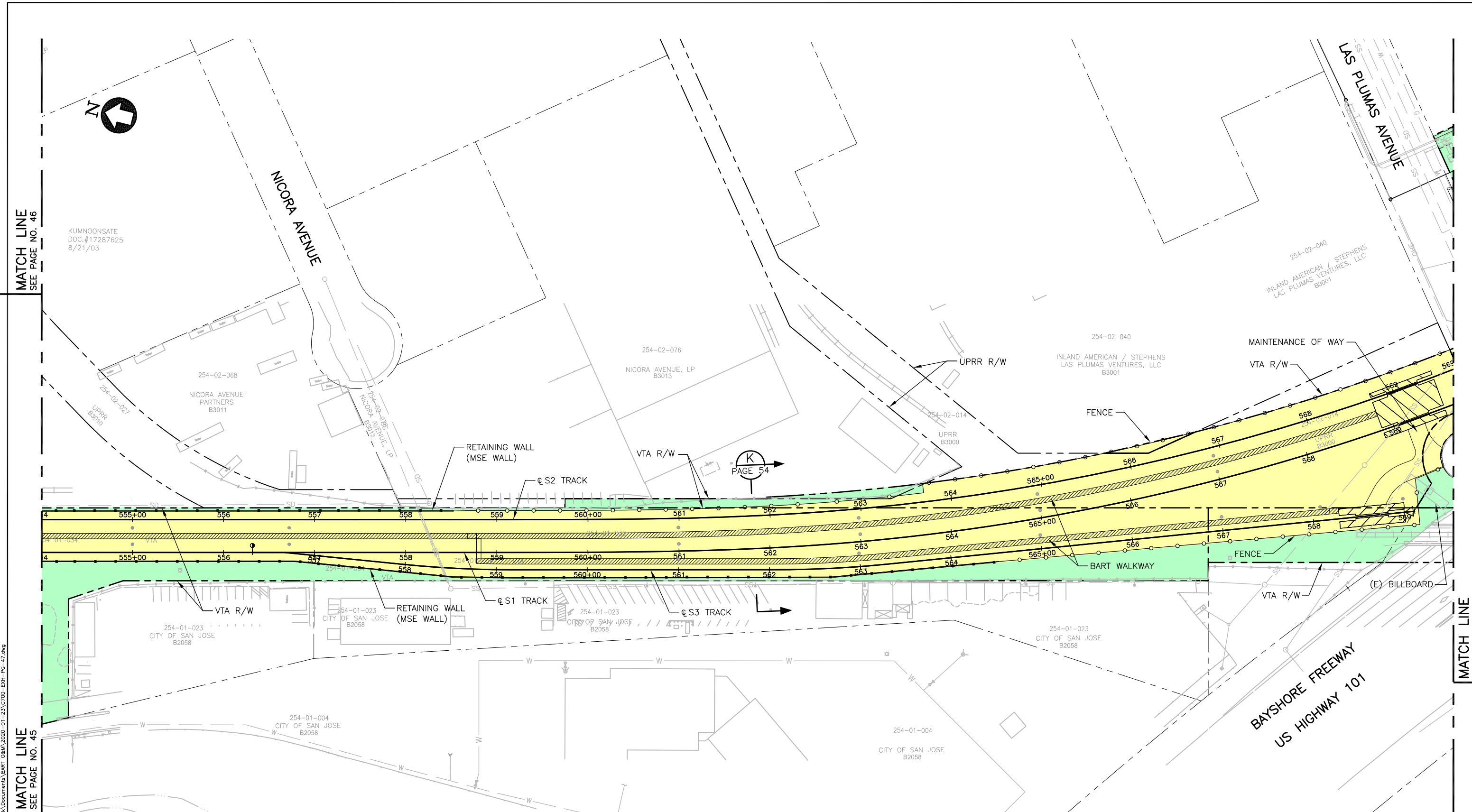
BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
AND	TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
AND	VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A</b>			
<b>OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN			
EAST OF S1 538+50 TO S1 554+00			
CADD FILENAME	C700-EXH-PG-46.dwg		
SIZE	SCALE		
D	1"=50'		
CONTRACT NO.	C700	REV.	0
AREA CODE	DATE	PAGE NO.	
	1/24/2020	46	

Jun 24, 2020 10:41 am C:\Users\vu\_k\Documents\BART\_O&M\2020-01-23\C700-EXH-PG-46.dwg



MATCH LINE  
SEE PAGE NO. 46

MATCH LINE  
SEE PAGE NO. 45

MATCH LINE  
SEE PAGE NO. 48

BART AREA OF CONTROL / BART PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	STATION BUILDING
	OPERATING CORRIDOR
	SUPPORT ASSETS
	BART AREA OF CONTROL WITH VTA SHARED USE AREA

VTA AREA OF CONTROL / VTA PRIMARY POLICE JURISDICTION	
SYMBOL	DESCRIPTION
	AND  TRANSIT CENTER
	BART ACCESS USE AREAS
	BART MAINTENANCE USE AREAS
	AND  VTA AREA OF CONTROL WITH BART SHARED USE AREA



<b>EXHIBIT A OPERATION &amp; MAINTENANCE MAP</b>			
COMPOSITE PLAN S1 554+00 TO S1 569+70			
CADD FILENAME C700-EXH-PG-47.dwg	SIZE D	SCALE 1"=50'	REV. 0
CONTRACT NO. C700	DATE 1/24/2020	AREA CODE	PAGE NO. 47

V:\\_K Jan 24, 2020 10:41 am C:\Users\j... Documents\BART O&M\2020-01-23\C700-EXH-PG-47.dwg

**PAGE REDACTED**

**PAGE REDACTED**

**PAGE REDACTED**

**PAGE REDACTED**

**PAGE REDACTED**

**PAGE REDACTED**



**PAGE REDACTED**

**PAGE REDACTED**

**PAGE REDACTED**

**PAGE REDACTED**

**VTA BART Operations and Maintenance Agreement**

**Exhibit B: Responsibility for Operations and Maintenance of SVRT Facilities**

**Within the Other Party's Area of Control**



## Exhibit B

### Responsibility for Operations and Maintenance of SVRT Facilities Within the Other Party's Area of Control

#### **A. BART O&M Within VTA Area of Control**

BART's operations and maintenance responsibilities as described in **Section II** of the O&M Agreement, will apply to the following SVRT Facilities and portions of SVRT Facilities within the VTA Area of Control, unless otherwise specifically agreed between the Parties:

1. Those portions of utilities shown on **Attachment 1A** to this **Exhibit B**<sup>1</sup> that are within the VTA Area of Control;
2. Utilities located within the areas depicted on **Exhibit A**, the O&M Maps, as "BART Maintenance Use Areas" and that primarily serve Support Assets.
3. The SVRT Facilities (including electrical panels) and other non-structural elements inside the BART Electrical Room within the Milpitas Multipurpose Structure (as shown on **Exhibit A**, the O&M Maps), including the fence dividing the BART Electrical Room from the VTA Electrical Room;
4. Structural elements and appurtenances to any Station Building extending within the VTA Area of Control, such as the Station Building roof;
5. Non-structural, permanent attachments and appurtenances to any Station Building extending into the VTA Area of Control, such as map cases and public payphones (to the extent they are attached to the Station Building), but not including curbs, perpendicular walls, planter boxes and other landscaping elements;
6. SVRT Extension utilities and appurtenances attached to any aerial guideway structure that extend into the VTA Area of Control;
7. Non-structural, permanent attachments and appurtenances to any Support Asset structures extending into the VTA Area of Control, such as utilities, but not including attachments, such as landscaping elements, to the exterior of the enclosure wall around the PG&E Substation Yard and Emergency Generator Room at the Berryessa Transit Center (which Support Assets are shown on the O&M Maps); and
8. Those portions of drainage outfalls located within the areas depicted on **Exhibit A**, the O&M Maps, as "BART Maintenance Use Areas" and that primarily serve Support Assets.

#### **B. VTA O&M Within BART Area of Control.**

VTA's operations and maintenance responsibilities, as described in **Section II** of the Agreement will apply to the following SVRT Facilities and portions of SVRT Facilities within BART's Area of Control, unless otherwise specifically agreed between the Parties:

---

<sup>1</sup> Note that BART remains responsible for the portions of those utilities shown on Attachment 1A that are within BART's Area of Control.

1. Those portions of utilities shown on **Attachment 1B** to this Exhibit that are within the BART Area of Control<sup>2</sup>.
2. The following improvements within or on the Milpitas Station Building:
  - a. The VTA Milpitas light rail station pedestrian overcrossing ("POC") elevator designated "POC Elevator" on **Exhibit A**, the O&M Maps, together with all appurtenances;
  - b. Non-structural elements of the VTA Milpitas light rail station POC elevator lobby areas designated as "POC Elevator Lower Lobby" and "POC Elevator Upper Lobby" on **Exhibit A**, the O&M Maps, including walls, floors, ceiling finishes and surfaces as well as architectural elements and any doors and grille gates;
  - c. The door and non-structural elements of the interior of the VTA Communications Room, designated as "VTA Comm Room" on **Exhibit A**, the O&M Maps including walls, floor and ceiling finishes and surfaces, as well as architectural elements;
  - d. All heating, ventilation, and air conditioning (HVAC) units and appurtenant facilities serving the VTA Communications Room, the Grounds Maintenance Room and the POC elevator, POC elevator upper and lower lobbies and the POC escalator machine room;
  - e. VTA light-rail ticket vending machines;
  - f. The door and interior non-structural elements of the room within the Milpitas Station Building designated on **Exhibit A**, the O&M Maps, as "Grounds Maintenance Room," including walls, floor, and ceiling finishes and surfaces, as well as architectural elements; and
  - g. The wireless communication facilities and fiber optic facilities serving primarily VTA's O&M responsibilities that are located inside of the BART Traction Power/Communications Room area designated on Attachment 1 which room is shown on the O&M Maps as "Train Control/Comm Room".
3. At the Berryessa Station, the landscaping and those portions of the irrigation system located within the secured parking area of the Police Zone Facility depicted as "BART Area of Control with Shared VTA Use" on **Exhibit A**, the O&M Maps.

**C. Amendment.**

The Parties intend as a general principle that each operates and maintains the SVRT Facilities that support primarily its obligations under this O&M Agreement, wherever located, with specific exceptions as provided herein. The provisions of this **Exhibit A** may be amended by Administrative Amendment to reflect minor changes to the description of the SVRT Facilities and as appropriate to reflect the foregoing principle. In addition, at any time within 18 months after commencement of Revenue Service, the Parties may amend **Attachments 1A and 1B** to this **Exhibit B** by Administrative Amendment.

---

<sup>2</sup> Note that VTA remains responsible for the portions of those utilities shown on Attachment 1A that are within VTA's Area of Control.



**PAGE REDACTED**

**Exhibit B Attachment 1A-1**

**PAGE REDACTED**

**Exhibit B Attachment 1A-2**

**PAGE REDACTED**

**Exhibit B Attachment 1B-1**

**PAGE REDACTED**

**Exhibit B Attachment 1B-2**

**VTA BART Operations and Maintenance Agreement**

**Exhibit C: SVRT Station Maintenance Monitoring and Remediation**



## EXHIBIT C

### SVRT STATION MAINTENANCE MONITORING AND REMEDIATION

BART will perform maintenance monitoring and remediation for the BART-maintained Stations in accordance with the process described herein.

#### A. Overall Station Maintenance Monitoring

The following process shall be used to determine whether SVRT Stations perform in a manner consistent with the performance of comparable stations on the Core System.

1. The following BART stations are considered to be comparable to the SVRT Stations for the purposes of this **Exhibit C** (“**Comparable Stations**”):

- Millbrae
- Warm Springs/South Fremont
- West Dublin/Pleasanton
- Walnut Creek
- Pleasant Hill
- Union City

Upon request of either Party, the Parties will meet to determine if the above-listed Comparable Stations remain comparable to the SVRT Stations and whether any stations should be added to, or deleted from, the Comparable Stations. Such meetings will occur no more often than every three years, unless both Parties agree otherwise. Changes to Comparable Stations pursuant to this process may be amended by Administrative Amendment.

2. For SVRT Stations and Comparable Stations (in the aggregate), BART will assign a value (“**Performance Indicator Value**”) to each of the following performance indicators (“**Performance Indicators**”) defined and addressed in the Quarterly Performance Report (“**QPR**”):
  - Environment Inside Stations
  - Station Vandalism
  - Elevators in Service
  - Escalators in Service
  - Automatic Fare Collection
3. The Performance Indicator Values will be calculated and established consistent with BART’s established QPR data collection and processing practices and time frames for the Core System.
4. For each QPR reporting period, concurrent with presentation of the Systemwide BART QPR to the BART Board of Directors, BART will provide VTA with a report of the

Performance Indicator Values: (i) for the SVRT Stations individually and; (ii) for the Comparable Stations in the aggregate (the "SVRT QPR").

5. For each reporting period, BART's maintenance of each individual Station will be deemed acceptable if each Performance Indicator Value reported in an SVRT QPR for that SVRT Station equals or exceeds the value of the corresponding aggregate Performance Indicator Value reported for the Comparable Stations ("Acceptable Maintenance Level").

**B. Remediation Report.**

If an Acceptable Maintenance Level is not achieved at any Station, then, upon VTA's request BART will, within 30 days, provide VTA with a report setting forth the causes therefor and its proposed remediation thereof ("Remediation Report"). If an Acceptable Maintenance Level at such SVRT Station is not reached for any two quarters in a subsequent twelve-month period, then upon VTA's request the Parties' Program Managers will meet to discuss BART's action plan and timeframe for such remediation. At the request of either Party, Program Managers will thereafter refer any VTA concerns for review by the BART's Chief Maintenance & Engineering Officer and VTA's Maintenance Manager.

**C. Elevators/Escalators.**

In addition to the processes described in **Section A** herein, the Parties agree to the following process for elevators and escalators:

1. BART shall, as soon as practicable, but in no event more than 24 hours after an elevator or escalator service disruption, notify VTA of the repair status and estimated time of return to service.
2. If BART reports that it would take more than an additional 48 hours to return the equipment to service, then, upon request from VTA, the Parties' Program Managers shall confer as soon as practicable to determine if other means may be available and appropriate to effect faster return to service. Either Party may request that BART's Chief Maintenance and Engineering Officer and VTA's Maintenance Manager participate.
3. Should the Program Managers and BART's Chief Maintenance and Engineering Officer and VTA's Maintenance Manager fail to arrive at a mutually satisfactory plan for returning elevators or escalators to service, either Party may, at its discretion, elevate the matter for consideration by BART's Assistant Manager of Operations and VTA's Chief Operating Officer.
4. Unless the Parties agree otherwise, BART will proceed with its originally planned remediation procedures.
5. In no event will BART be obligated to develop or agree to a remediation plan related to elevators and escalators that would require BART to use non-standard practices or procedures or would result in BART keeping higher standards on an SVRT Station than those followed on the Core System. Notwithstanding that, if in BART's



discretion, it agrees to such a remediation plan related to elevators and escalators, such agreement shall be documented in a separate agreement.

**D. Dispute Resolution.**

Nothing in this **Exhibit C** shall be deemed to prevent either Party, at any time, from referring any dispute or disagreement relating to maintenance of the SVRT Extension to the dispute resolution process set forth in **Section VII** of this Agreement.



VTA BART Operations and Maintenance Agreement

Exhibit D: Additional Property Rights Granted to BART



## EXHIBIT D

### ADDITIONAL PROPERTY RIGHTS GRANTED TO BART

Pursuant to **Section III** of this Agreement, VTA hereby agrees that BART has the right to use the following real properties upon commencement of Revenue Service (individually and collectively, the "Premises") as follows:

#### A. Longitudinal Corridor.

- (1) Premises and Permitted Activities. BART has the right to use the "Longitudinal Corridor," for the purposes of accessing, maintaining, constructing, repairing and replacing SVRT Facilities operated and maintained by BART pursuant to this O&M Agreement. For purposes of this Agreement, the Longitudinal Corridor shall refer to that portion of the SVRT Extension Property described on the O&M Maps as the "VTA Area of Control with BART Shared Use Area" except for those portions of such property within the Transit Centers approximately located between Sta. 369+45 and Sta. 382+14, and between Sta. 519+70 and Sta. 549+55.
- (2) Coordination of Use.

VTA will maintain a master schedule showing scheduled uses of the Longitudinal Corridor by BART, VTA and Third Parties authorized to use the Longitudinal Corridor ("**Authorized Parties**"). The Parties will negotiate in good faith to establish a mutually agreeable process regarding notification and coordination of use of the Longitudinal Corridor by an Implementation Letter.

#### B. Utility Access and Maintenance Areas in Transit Centers.

- (1) Premises and Permitted Activities. BART has the right to use the SVRT Extension Property depicted on **Attachment 1** to this **Exhibit D** for the purposes of accessing, maintaining, repairing and replacing utilities operated and maintained by BART pursuant to this O&M Agreement. The Parties may clarify or amend **Attachment 1** to this **Exhibit D** by Implementation Letter or Administrative Amendment as appropriate.
- (2) Notification of Uses. Except in case of Emergency, if BART's activities, described in **Section B.(1)** above, are expected to block or otherwise materially affect transit, vehicular or pedestrian circulation, or parking within the Transit Center, BART must notify VTA's Program Manager or his or her designee prior to commencement of such activities and coordinate such activities with VTA's Program Manager, or a designee. Notwithstanding the foregoing, BART acknowledges that VTA personnel necessary to coordinate such activities may not be available at the time of the request or on non-business days; as a result, if notice is given fewer than two business days in advance of the proposed access, then BART's access to the property may be delayed, but in no event will such delay exceed two business days from the time that notice is given.

**C. Access Routes within Transit Center.**

- (1) Premises and Permitted Activities. BART has the right to use the access routes within Transit Centers shown on **Attachment 2** to this **Exhibit D** for the purposes of performing BART's obligations under this O&M Agreement.
- (2) Notification of Uses. Except in case of Emergency, if BART's activities, described in **Section C.(1)** above, are expected to block or otherwise materially affect transit, vehicular or pedestrian circulation, or parking within the Transit Center, BART must notify VTA's Program Manager or his or her designee prior to commencement of such activities and coordinate such activities with VTA's Program Manager, or a designee. Notwithstanding the foregoing, BART acknowledges that VTA personnel necessary to coordinate such activities may not be available at the time of the request or on non-business days; as a result, if notice is given fewer than two business days in advance of the proposed access, then BART's access to the property may be delayed, but in no event will such delay exceed two business days from the time that notice is given.
- (3) Third Party Use of the Transit Center. Pursuant to **Section II.E.**, VTA may set conditions for Third Party use of the Transit Center. Notwithstanding the foregoing, if such conditions could materially impact BART's ability to perform its obligations under this O&M Agreement, then the Parties will discuss such conditions prior to their implementation and determine the extent of such impacts and solutions to prevent or minimize such impacts.

**D. Portion of Berryessa Station Transit Center.**

Subject to the terms and conditions of VTA's rights, as the successor in interest of Clementina Nicora and contained in that reservation of easement set forth in Book 6831 Page 675 of Santa Clara County Official Records, attached hereto as **Attachment 3** to this **Exhibit D**, BART will have the right to use the real property depicted in **Attachment 4** to this **Exhibit D** for the purposes of accessing, inspecting, maintaining, altering, repairing, constructing, reconstructing and/or replacing transportation-related facilities and other improvements operated or maintained by BART pursuant to the Agreement.

**E. South Milpitas Boulevard.**

BART will have the right to use the portion of the real property identified as "S. Milpitas Blvd." on **Exhibit A** to this Agreement, page 32A, for ingress and egress at all times that it is owned by VTA. The Parties acknowledge that VTA expects to convey interests in said real property to the City of Milpitas for public roadway purposes, and upon the City of Milpitas' acceptance thereof, BART will have the right to use S. Milpitas Blvd. as a public roadway.

**F. Berryessa Station Way.**

BART will have the right to use the portion of the real property identified as "Berryessa Station Way" on **Exhibit A** to this Agreement, page 43A, for ingress and egress at all times that it is owned by VTA. The Parties acknowledge that VTA expects to convey interests

in said real property to the City of San Jose for public roadway purposes, and upon the City of San Jose' acceptance thereof, BART will have the right to use Berryessa Station Way as a public roadway.

**G. SVRT Facilities within Third Party-owned Real Property.**

BART is hereby authorized to exercise any and all rights maintained by VTA under those easements described in **Attachment 5** to this **Exhibit D** for purposes of complying with its obligations in this Agreement.

**H. Emergencies.**

VTA will inform BART as soon as practicable of any use or Emergency that might affect BART's use of the Premises.

**I. Construction Permits Required.**

Any construction activities within the property described in this **Exhibit D** will be subject to the permitting requirements as set forth in **Section II.E.** of this Agreement. In addition, activities subject to existing Third Party property rights, including those held by the Santa Clara Valley Water District, may require a permit from the holders of such rights.

**J. Hazardous Materials.**

Except as may otherwise be agreed to by the Parties in writing, generation, use, storage, disposal, dispersal or release of Hazardous Materials on the Premises will be governed by **Section II.E.4** of this Agreement. Liability for Hazardous Materials generated, used, stored, disposed of, dispersed or released on the Premises will be as set forth in **Section IX** of this Agreement.

**K. Attachments and Amendment**

Attachments to this **Exhibit D** are incorporated herein by this reference. This **Exhibit D** and any attachments hereto may be amended by Administrative Amendment.

**L. Effective Period**

The rights and responsibilities contained in this **Exhibit D** will remain in effect for so long as this Agreement remains in effect or as otherwise agreed in writing between the Parties.





**PAGE REDACTED**

**Exhibit D Attachment 1**

**PAGE REDACTED**

**Exhibit D Attachment 1**

**PAGE REDACTED**

**Exhibit D Attachment 2**

**PAGE REDACTED**

**Exhibit D Attachment 2**

VTA BART Operations and Maintenance Agreement

Exhibit E: VTA Shared Use of BART Area of Control in Segment I



## Exhibit E

### VTA Shared Use of BART Area of Control in Segment I

In accordance with **Section II.E.3.d** of the O&M Agreement, BART herein authorizes VTA to access and use those portions of BART's Area of Control further described below (individually and collectively, the "**Premises**") in accordance with the terms set forth below.

#### 1. VTA Pedestrian Overcrossing Elevator Shaft at Milpitas Station

Premises and Permitted Activities. Subject to **Section 8** of this **Exhibit E**, below, VTA will have the right to use the interior of the walled elevator shaft designated "POC Elevator" on Attachment 1 to this **Exhibit E** for the purposes of accessing, operating, maintaining, repairing and replacing the elevator serving the pedestrian overcrossing ("**POC**") between the Milpitas Station Building and the VTA Milpitas light rail station in accordance with **Exhibit B** to this Agreement.

#### 2. VTA Pedestrian Overcrossing Elevator Upper and Lower Lobbies at Milpitas Station

Premises and Permitted Activities. Subject to **Section 8**, below, VTA will have the right to use the interior of the walled areas designated on Attachment 1 to this **Exhibit E** as "POC Elevator Lower Lobby" and "POC Elevator Upper Lobby" for the purposes of accessing, operating, maintaining, repairing and replacing the SVRT Facilities within such Premises that are operated and maintained by VTA pursuant to **Exhibit B** to this Agreement. The Parties agree that such area will be open for public access to the POC elevator.

Pursuant to **Exhibit B**, VTA will be responsible for maintaining architectural elements and the finishes and surfaces of the interior walls, floor and ceiling.

#### 3. VTA Communications Room at Milpitas Station

Premises and Permitted Activities. Subject to **Section 8** below, VTA will have the right to use the interior of the walled area designated on Attachment 1 to this **Exhibit E** as "VTA Comm Room" for the purposes of accessing, maintaining, repairing and replacing the SVRT Facilities therein operated and maintained by VTA pursuant to **Exhibit B** to this Agreement.

Pursuant to **Exhibit B**, VTA will be responsible for maintaining architectural elements and the finishes and surfaces of the interior walls, floor.

#### 4. VTA Grounds Maintenance Room at Milpitas Station

Premises and Permitted Activities. Subject to **Section 8**, below, VTA will have the right to use the interior of the walled area designated on **Attachment 1** to this **Exhibit E** as "Grounds Maintenance Room" for the purposes of storage of grounds maintenance equipment and conducting activities associated with grounds maintenance at Milpitas Station.

Pursuant to **Exhibit B**, VTA will be responsible for maintaining non-structural elements and the finishes and surfaces of the interior walls, floor.

## 5. BART Train Control/Communications Room and Vestibule at Milpitas Station

Premises and Permitted Activities. Subject to **Section 8** below, VTA will have the right to use a portion of the area designated on Attachment 1 to this **Exhibit E** as “Train Control/Comm Room” for the purposes of accessing, maintaining, repairing and replacing the wireless communication facilities and fiber optic facilities therein that serve primarily VTA’s O&M responsibilities as described on **Exhibit B** to this Agreement. Additionally, VTA will have the right to use the adjacent area designated on **Attachment 1** as “Vestibule” for the purpose of ingress and egress to the Train Control/Comm Room.

Access Limitations. VTA will not have independent access to the Train Control/Comm Room but must request access from BART. Prior to accessing and conducting any activities within the Train Control/Comm Room, VTA must coordinate with BART. BART will grant VTA reasonable access to the BART Train Ctrl/Comm Room upon reasonable request by VTA. After commencement of Revenue Service the Parties will negotiate in good faith to establish protocols by Implementation Letter, if necessary.

Should VTA require access to the BART Train Control/Comm Room on fewer than four hours’ notice, or at any time outside of regular business hours, VTA will contact BART’s OCC to request access. At the time of the request, VTA will inform BART’s OCC of the circumstances requiring access and BART will use its best efforts to provide access in accordance with the circumstances.

## 6. BART Support Asset Area at Pump Station SDL

Premises and Permitted Activities. Subject to **Section 8** below, VTA will have the right to use the access road across the Support Asset area marked “Pump Station SDL” within the area depicted as “BART Area of Control with Shared VTA Use” on Attachment 1 to this **Exhibit E** for the sole purpose of vehicular access to contiguous areas of VTA’s Area of Control. VTA will not stop on such access road except as temporarily required to open and close any gates. To the extent that access such road has physical limitations on access (for example, it is gated), BART will provide VTA with a mutually acceptable means (which may include a key) of obtaining 24-hour per day, 7-day per week access thereto and VTA will ensure that all such gates are closed and locked immediately upon passing through them.

## 7. Police Zone Facility Secured Parking Area at Berryessa Station

Premises and Permitted Activities. Subject to **Section 8** below and the needs and uses of BART PD VTA will have the right to use the secured parking area at the Berryessa Station police zone facility within the area depicted as “BART Area of Control with Shared VTA Use” on **Attachment 1** to this **Exhibit E** hereto for the purposes of accessing, maintaining, repairing and replacing the landscaping and irrigation facilities therein.

Access Limitations. VTA will not have access to such Premises for such purposes unless it obtains BART’s advance permission as follows: for routine inspections and short-term, non-invasive work VTA must obtain permission for access from BART PD in advance and VTA staff must provide proof of identity as a VTA employee or VTA contractor or agent; and for



any access or work other than the foregoing, in lieu of seeking permission from BART PD, VTA will follow the access requirements in **Section II.E** of the O&M Agreement.

**8. Additional Terms Regarding Use.**

- a. **Construction Permits Required.** In the event that any use described herein involves any construction activities within the Premises, then a prior permit from BART will be required in accordance with **Section II.E.3.b**
- b. **Applicable Laws, Regulations.** All access and use must be in accordance with all applicable laws and regulations and legally superior Third Party property rights (if any).
- c. **Locks.** To the extent that VTA installs locks on any of the doors or gates securing any of the Premises defined herein, VTA will provide BART with a key or other similar means to open such locked doors and gates.
- d. **Emergency Access.** In the event of an Emergency, VTA will contact BART's OCC.
- e. **Hazardous Materials.** Except as may otherwise be agreed to by the Parties in writing, generation, use, storage, disposal, dispersal or release of Hazardous Materials on the Premises will be governed by **Section II.E.4** of this Agreement. Liability for Hazardous Materials generated, used, stored, disposed of, dispersed or released on the Premises will be as set forth in **Section IX** of this Agreement.
- f. **Structural Changes.** VTA agrees that, in connection with its uses described herein, it will not make any changes to any structural elements within the BART Area of Control without prior BART approval.

**9. Amendment.**

This **Exhibit E**, together with **Attachment 1 to this Exhibit E**, may be amended by Administrative Amendment.



**PAGE REDACTED**

**Exhibit E Attachment 1**



## Exhibit F

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

**San Francisco Bay Area Rapid Transit District**  
P.O. Box 12688  
Oakland, CA 94604-2699  
Attn: Real Estate Manager

**Record Without Fee**  
Govt. Code. §27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Silicon Valley Berryessa Extension (SVBX) Project  
Project Parcel No.:  
APNs:  
Santa Clara County and Alameda, California

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE (GOVERNMENT AGENCY ACQUIRING TITLE).

### **EASEMENT DEED**

#### **1. GRANT**

For valuable consideration, receipt and sufficiency of which is hereby acknowledged, the SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, a special district, hereinafter designated "**Grantor**," hereby grants to the SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district, hereinafter designated "**Grantee**," easements affecting real property located in the City of Fremont (County of Alameda) and the Cities of Milpitas and San Jose (Santa Clara County), said easements being described as follows:

- A. **Operating Easement**. An easement in gross on, above, across and/or under certain portions of real properties specifically described in **Exhibit A-1** and depicted in **Exhibit A-2**, attached hereto and made a part hereof, ("**Operating Easement**") for the purposes of operating, maintaining, altering, repairing, constructing, laying, inspecting and/or replacing transportation-related facilities and other improvements, which facilities and improvements include, but are not limited to, station buildings, trackways, rails, structures, columns, footings, subways, undercrossings, ductwork, communications facilities (including fiber optic and signal equipment), roadways, police facilities, ancillary structures, pedestrian walks and appurtenances thereto, within the Operating Easement, pursuant to and in accordance with that certain unrecorded Operations and Maintenance Agreement dated [insert date here] \_\_\_\_\_ 2020, between Grantor and Grantee (as such agreement may be amended from time to time) (the "**O&M Agreement**"), and such other uses as are necessary or incidental to the provision of mass transit services by Grantee or to any obligation performed by Grantee in connection with said O&M Agreement.

The limits of the Operating Easement as described in Exhibits A-1 and A-2 are based on construction drawings for the SVRT Extension. Notwithstanding the descriptions in Exhibits A-1 and A-2, the limits of said easement are limited by the outside face of any wall, fence or other structure appurtenant to the Operating Easement, as constructed, at and along the Operating Easement boundary.

The Operating Easement is not limited vertically (above or below ground) except as follows:

- (1) The Operating Easement does not extend vertically below three (3) feet from the undersides of the aerial structure, as constructed, within the following parcels noted as "aerial" on **Sheets 1 and 1A of Exhibit A-2**:
  - a. B006-03-02
  - b. B006-03-04
  - c. B006-03-05
  - d. B006-03-08
  - e. B006-03-25
  - f. B006-03-26A
  - g. B006-03-26C
  - h. B006-03-27A
  - i. B006-03-27C
  - j. B006-03-27D

Notwithstanding the foregoing, the Operating Easement has no vertical limitation in the areas occupied by, columns and footings supporting the aerial structures and appurtenances thereto. In addition, there is no vertical limitation in the area occupied by the emergency exit stair located on the south end of the Berryessa / North San Jose BART Station ("Berryessa Station") platform approximately at engineering station 537+30.

- (2) The Operating Easement does not extend vertically above the bridge deck or, where there is a water-proofing membrane, above such membrane, of the SVRT Facility within the Operating Easement where such facility is under a public road or sidewalk within the following parcels or portions of parcels noted as "below grade" on **Sheets 1 and 1A of Exhibit A-2**:
  - a. B006-03-10
  - b. B006-03-11
  - c. B006-03-12C
  - d. B006-03-13
  - e. B006-03-14A
  - f. B006-03-14C
  - g. B006-03-14E (portion)
  - h. B006-03-16A
  - i. B006-03-17
  - j. B006-03-19
  - k. B006-03-20
  - l. B006-03-22

m. B006-03-23

- (3) Grantor will not use the real property within the Operating Easement except as expressly permitted herein or as expressly provided for in the O&M Agreement. Nothing in this section will require Grantor to obtain prior permission from Grantee to drive vehicles or move equipment, without stopping, through any airspace within the above-referenced three-foot portion of the Operating Easement extending below the undersides of the aerial structure.
- (4) Grantee agrees that it will not install any facility on an aerial structure within the Operating Easement area that will extend below 16.5 feet over an existing roadway controlled by Grantor without first obtaining Grantor's written concurrence.

**B. Maintenance Easements.** Easements in gross on, above, across, under and/or through certain portions of Grantor-owned real property, described in **Exhibit B-1** and depicted in **Exhibit B-2 ("Maintenance Easements")** for the purposes of accessing, inspecting, maintaining, altering, repairing, reconstructing and/or replacing transportation-related facilities and other improvements operated or maintained by BART pursuant to the O&M Agreement, including station buildings, columns, footings, subways, communications facilities (including fiber optic and signal equipment) ancillary structures, utilities and appurtenances thereto, and also for laying, staging and otherwise supporting construction activities performed by BART, all in accordance with Grantee's obligations set forth in the O&M Agreement.

Except in case of Emergency (defined below), if the foregoing activities are expected to: (i) prevent ingress or egress by BART-passengers to or from the station buildings; or (ii) prevent access by third-party utility owners to their facilities, Grantee will notify Grantor's Program Manager at least two (2) business days prior to commencement of such activities to allow the parties to minimize disruption of activities within the Maintenance Easement.

Grantee will create no potentially hazardous condition in the Maintenance Easement without implementing appropriate safeguards, which may include undertaking prior coordination with VTA.

At the Berryessa Station, for so long as Third Party motorized vehicular access, other than access by emergency responder vehicles, is prohibited in the area immediately west of the Station Building, each Party will inform the other when it brings vehicles not clearly identified as being Grantor- or Grantee-owned or controlled within said area. This restriction will terminate automatically in the event that Grantor permits motorized vehicular access within said area by any Third Party other than emergency responders.

For purposes of this **Section 1.B**, an "Emergency" is defined to be a situation or condition that threatens imminent harm to persons or property or imminent shut-down or significant delay on BART rail services.

C. **Access Easements.** Easements, in gross, on, across and through certain portions of Grantor-owned real property for purposes of ingress to and egress, which easements are further described in **Exhibit C-1** and depicted in **Exhibit C-2** (“**Ingress-Egress Easements**”).

2. **ENCUMBRANCES**

Any further grants of encumbrances within the easement areas must be made subject to Grantee’s rights hereunder and must be undertaken pursuant to the terms and conditions set forth in **Section III.D** of the O&M Agreement.

3. **ASSIGNMENT OF EASEMENT RIGHTS/ CONSENT**

Grantee will not assign any of its rights under this Easement Agreement unless it receives the consent of Grantor in writing. Any assignment without the written consent of the Grantor will be deemed void *ab initio* and of no force and effect.

Subject to the foregoing, the obligations and rights arising hereunder will be binding upon and will inure to the benefits of the Parties hereto, as well as any respective successors and assigns.

4. **TERMINATION**

This Easement Agreement will terminate automatically upon the termination of the O&M Agreement or otherwise upon mutual agreement of the Grantor and Grantee.

5. **LIABILITY AND INDEMNIFICATION**

The rights and responsibilities of the Parties with respect to liability and indemnification related to the easements granted herein are set forth in **Section IX** of the O&M Agreement.

6. **PERMITS**

Nothing in this Easement Deed will be deemed to waive or modify either Party’s obligation to comply with the permitting requirements set forth in **Section II.E** of the O&M Agreement (as it may be amended from time to time).

7. **HAZARDOUS MATERIALS.**

The rights, responsibilities, and liabilities of the Parties with respect to “**Hazardous Materials,**” as defined in **Exhibit L** of the O&M Agreement, within the easements granted herein, will be as set forth in **Sections, II, III, VIII and IX** of the O&M Agreement.

8. **O&M AGREEMENT**

Terms and provisions of the O&M Agreement (as that agreement may be amended from time to time) discussed herein are deemed incorporated into this Easement Deed by this



reference. For purposes of this Easement Deed, capitalized terms that are not otherwise defined are deemed to have the definitions set forth in the O&M Agreement.

**9. EXHIBITS**

All Exhibits attached to this Easement Deed are deemed incorporated herein by this reference.

**10. DEED RESTRICTION**

The land described in **Exhibit A-1** as Parcels: B006-03-06B; B006-03-07; B006-03-12A; B006-03-14B; B006-03-14C; B006-03-14; DB006-03-18; B006-03-21; B006-03-27D; and B006-03-28 and in **Exhibit B-1** as Parcel B006-03-29A (the "**Burdened Property**") contains hazardous materials in its soils, and is subject to a "Covenant and Environmental Restriction on Property" ("**Covenant and Restriction**") dated as of December 16, 2019, and recorded on December 16, 2019, in the Official Records of Santa Clara County, California as Document No.24358198, and dated as of December 19, 2019, and recorded on December 19, 2019, in the Official Records of Alameda County, California as Document No. 2019260443; which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the Burdened Property described herein. This statement is not a declaration that a hazard exists.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Deed as of the last date hereinbelow written.

**GRANTOR**  
**Santa Clara Valley Transportation Authority**

**GRANTEE**  
**San Francisco Bay Area Rapid Transit District**

By: \_\_\_\_\_  
Nuria I. Fernandez  
General Manager/CEO

By: \_\_\_\_\_  
Robert M. Powers  
General Manager

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

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

**Approved as to form**

**Approved as to form**

By: \_\_\_\_\_  
Victor Pappalardo  
Senior Assistant Counsel

By: \_\_\_\_\_  
Matthew Burrows  
General Counsel

## **LIST OF EXHIBITS TO EASEMENT AGREEMENT**

### **Exhibits A-1 and A-2:**

Legal Descriptions and Plats of Operating Easement

### **Exhibits B-1 and B-2:**

Legal Descriptions and Plats of Maintenance Easements

### **Exhibits C-1 and C-2:**

Legal Descriptions and Plats of Ingress Egress Easements

VTA BART Operations and Maintenance Agreement

Exhibit G: Maintenance Easement Areas



**PAGE REDACTED**

**Exhibit G-1**

**PAGE REDACTED**

**Exhibit G-2A**

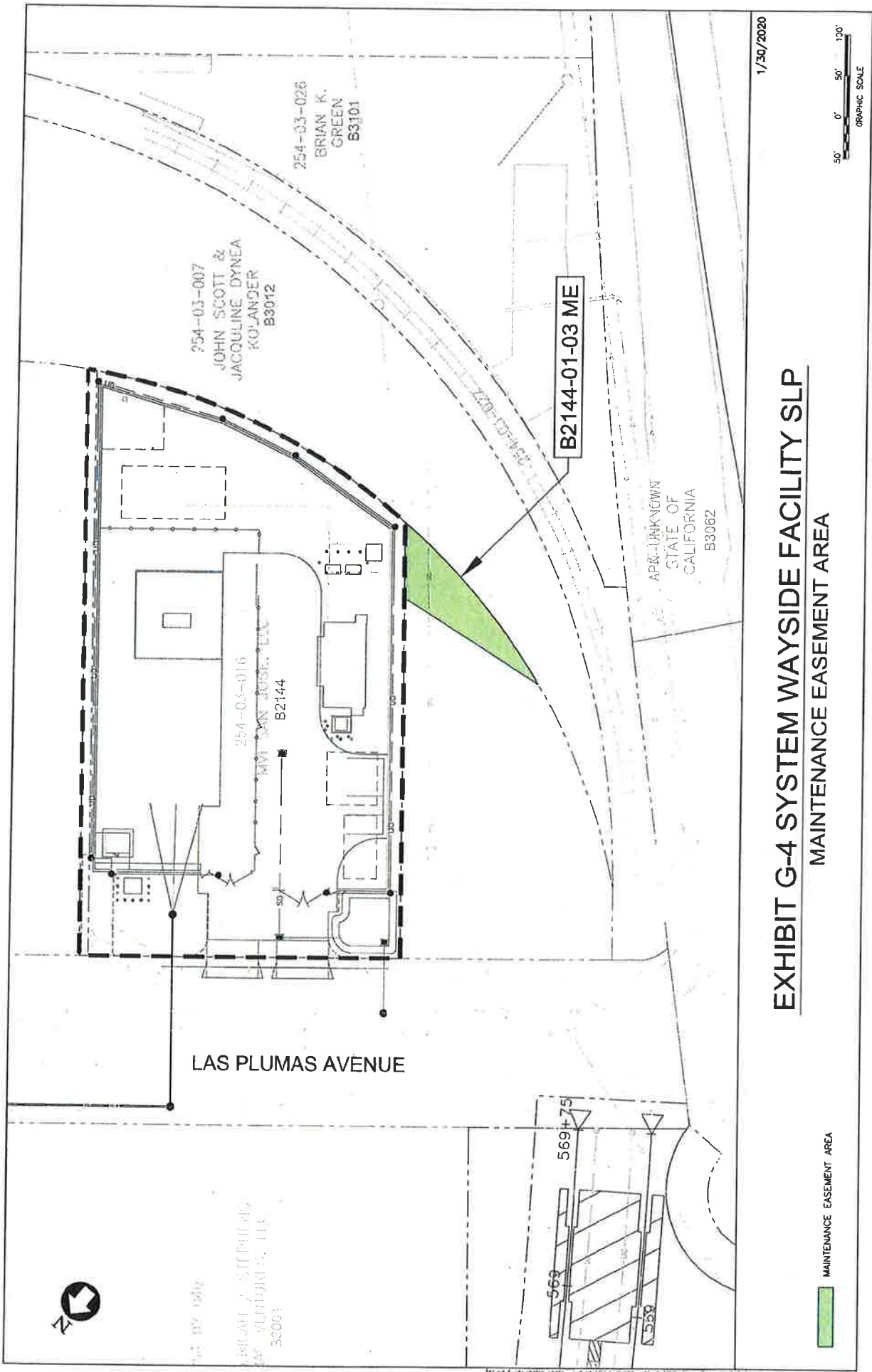
**PAGE REDACTED**

**Exhibit G-2B**

**PAGE REDACTED**

**Exhibit G-3**





1/30/2020

# EXHIBIT G-4 SYSTEM WAYSIDE FACILITY SLP MAINTENANCE EASEMENT AREA

MAINTENANCE EASEMENT AREA



569+75  
569  
569

254-03-007  
JOHN SCOTT &  
JACQUILINE DYNEA  
KOLANDER  
B3012

254-03-026  
BRIAN K.  
GREEN  
B3101

APRIL UNKNOWN  
STATE OF  
CALIFORNIA  
B3062

LAS PLUMAS AVENUE

B2144-01-03 ME

254-03-016  
B2144



**VTA BART Operations and Maintenance Agreement**

**Exhibit H: Access Easement Areas**

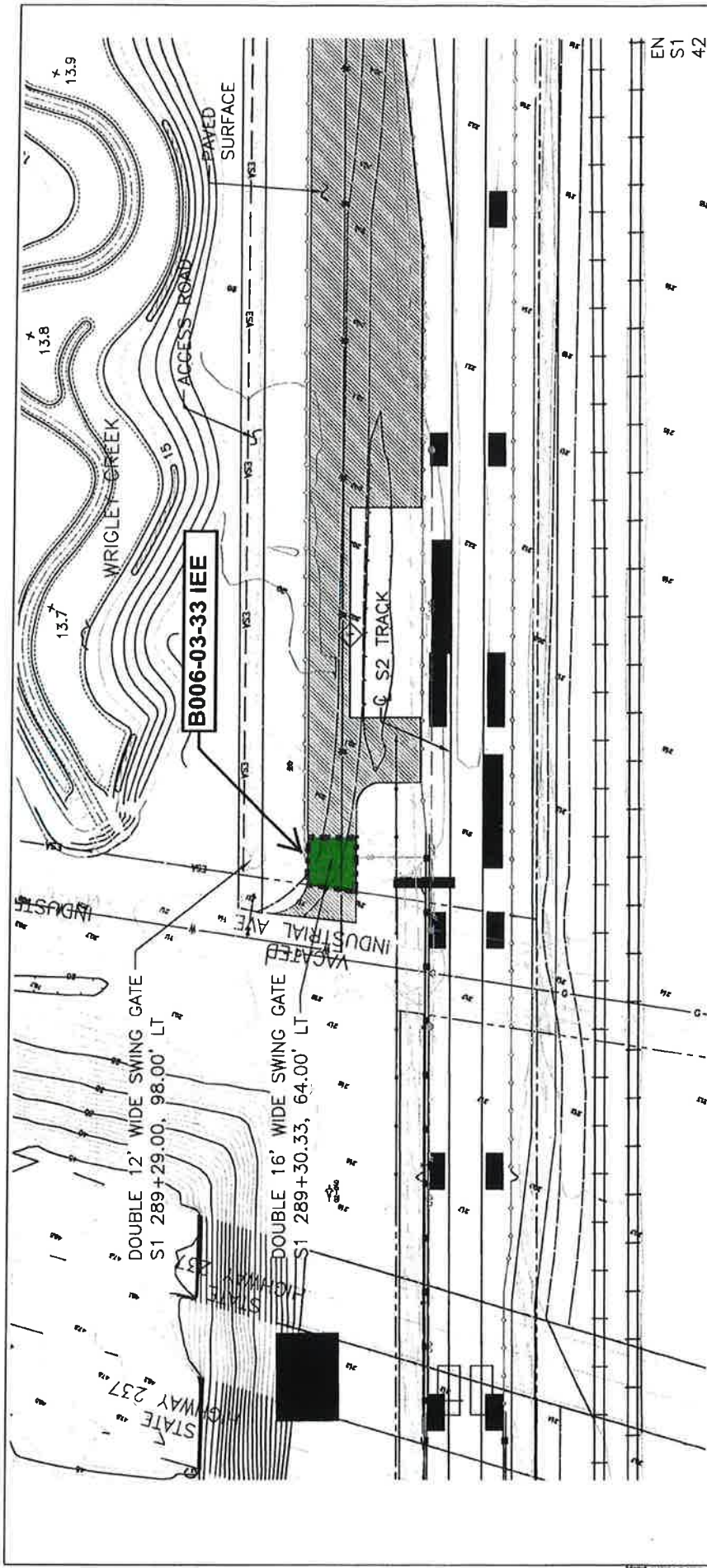


**PAGE REDACTED**

**Exhibit H-1**

**PAGE REDACTED**

**Exhibit H-2**



EN  
S1  
42



**EXHIBIT H-3 - ACCESS EASEMENTS AREAS  
ACCESS AT SXB (O&M MAP PG 25)**

REV 6 05/20/2020

**PAGE REDACTED**

**Exhibit H-4**



**PAGE REDACTED**

**Exhibit H-5**

**PAGE REDACTED**

**Exhibit H-6**

**PAGE REDACTED**

**Exhibit H-7**



**EXHIBIT I**

**List of Easements for Partial Assignment**

<u>VTA Acquisition Parcel #</u>	<u>VTA Acquisition Deed Ref.*</u>	<u>Grantor</u>	<u>Approx. SVBX Stn.</u>	<u>O&amp;M Map Page</u>
<b>Table A. The Parties agree that VTA will partially assign, or offer to partially assign, the following easements to BART prior to commencement of Revenue Service on S</b>				
B2005-04	2014-282373	George L. Quinn Trust	48+00	5, 6
B2008-02	2015-082352	Mission Court Properties	65+00	6, 7, 8
B2158-03	2016-260197	FM Industries	73+00	7, 8
B2158-04	2016-260197	FM Industries	73+00	7, 8
B2009-03	2015-282029	East Warren Park	81+00	9, 10
B2567-02	2018-148278	Burnside Ventures, LLC	117+00	12
B2013-02	2019-19053114 <sup>1</sup>	Asilomar Partners Milmont, LLC	174+00	16
B2013-04	2019-053115	Asilomar Partners Milmont, LLC	174+ 00	18
B2014A-04	2019-119692	UPRR (Memorandum of Easement)	175+00	16
2014A-05	2019-119693	UPRR (Memorandum of Easement)	176+00	16
B2050A-03	2013-282455	Walton CWCA Wrigley Creek 28, LLC	166+00	15
B2050A-04	2013-282455	Walton CWCA Wrigley Creek 28, LLC	166+00	15
B3633-02	2018-073868	Mayfield Housing Corp	177+00	16
B2016-02	2018-073868	Mayfield Housing Corp	177+00	16
B2016-03	2018-073868	Mayfield Housing Corp	177+00	16, 17
B3632-02 & -03	2018-073868	Mayfield Housing Corp	177+00	16, 17
B2081-03	24224099 7/12/19	PSB Northern California Industrial Portfolio	191+00	19
B2082-02	24238774 7/25/19	UPRR (memorandum of easement)	191+00	19
B2021-02	22623985 6/17/14	Walton CWCA Wrigley Creek 31, LLC	262+00	24

Column redacted

<sup>1</sup> Document number provided by the recorder may be incorrect: document may be 2019 -- 053114.



VTA BART Operations and Maintenance Agreement

Exhibit J: Easement Assignment Form





**Exhibit J**

**Partial Assignment of Easement Form**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**  
San Francisco Bay Area Rapid Transit District  
PO Box 12688  
Oakland, CA 94604-2699  
Attn: Real Estate Manager

**Record Without Fee**  
Govt. Code. §27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project: \_\_\_\_\_  
Project Parcel No.: \_\_\_\_\_  
APN: \_\_\_\_\_  
County: \_\_\_\_\_

THE ASSIGNOR HEREBY DECLARES: THIS INSTRUMENT IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE AND FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE. GOVERNMENT AGENCY ACQUIRING TITLE

**PARTIAL ASSIGNMENT OF EASEMENT**

For value received, receipt and sufficiency of which is hereby acknowledged, the Santa Clara Valley Transportation Authority, a special district, ("Assignor") hereby partially assigns, transfers and conveys to the San Francisco Bay Area Rapid Transit District, a rapid transit district ("Assignee") Assignor's rights, title, interests and obligations under Easement Document No. [ ], recorded in the County of Santa Clara [OR "Alameda" IF APPROPRIATE], State of California (the "Easement").

For purposes of this document, a "partial assignment" means that the Assignor transfers to Assignee a non-exclusive right to use the Easement concurrently with the Assignor and any other lawful partial assignees. The Assignor is not fully assigning nor terminating its rights under the easement. This partial assignment of Easement will terminate upon the termination of the Operations and Maintenance Agreement between the Assignor and Assignee, dated \_\_\_\_\_, as it may be amended from time to time, or otherwise upon mutual agreement of the Assignor and Assignee.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Santa Clara Valley Transportation Authority

By: \_\_\_\_\_  
Ron Golem, Director, Real Estate and Joint Development  
By Delegation of Authority  
For Nuria Fernandez, General Manager  
Santa Clara Valley Transportation Authority



VTA BART Operations and Maintenance Agreement

Exhibit K: List of Existing Easements to be Replaced



Exhibit K - List of Existing Easements to be Replaced

Item	Owner	Prior Easements by Record Information	Easement Type	Utility / Facility	General Location on O&M Maps	Engineer's Station +/- on O&M Maps	VTA/BART Area of Control Description
1	Chevron	Reel 1816 Image 69 and 81-125851; modified by 81-083742	Utility		North of Agua Caliente Creek		Operating Easement
2	UPRR (or MCI)	2002-578558 and 2002-578559, modified by 2007-265013; and per 16678056 and 16678057.	Utility		South of Agua Caliente Creek		Operating Easement
3	Chevron	Reel 1816 Image 69 and 81-125851; modified by 81-083742	Utility	Redacted	Redacted	Redacted	Access Use Area
4	UPRR (MCI)	2002-578558 and 2002-578559, modified by 2007-265013; and per 16678056 and 16678057.	Utility	Redacted	Redacted	Redacted	Access Use Area
5	Chevron	7491 OR 554	Utility	Redacted	Redacted	Redacted	Support Asset

Exhibit K - List of Existing Easements to be Replaced

Item	Owner	Prior Easements by Record Information	Easement Type	Utility / Facility	General Location on O & M Maps	Engineer's Station +/- on O & M Maps	VT/MBART Area of Control Description
6	UPRR (MCI)	16678056, 16678057 and 17222107	Utility	Redacted	Redacted	Redacted	Support Asset
7	Chevron	7491 OR 554	Utility	Redacted	South of Industrial Ave in Siding Track Maintenance of Way	Redacted	Support Asset
8	UPRR (MCI)	16678056, 16678057 and 17222107	Utility	Redacted	South of Industrial Ave in Siding Track Maintenance of Way	Redacted	Support Asset
9	PG&E	2622 OR 67	Utility	Redacted	Curtis Ave	Redacted	Operating Easement
10	PG&E	Doc. 13819453	Overhead Electrical	Redacted	North of Piper Drive	Redacted	Operating Easement
11	UPRR	16678056 and 16678057	Operating	Redacted	Piper Drive	Redacted	Operating Easement
12	Chevron	7491 OR 554	Utility	Redacted	Redacted	Redacted	Access Use Area
13	UPRR (MCI)	16678056, 16678057, and 17222107	Utility	Redacted	Redacted	Redacted	Access Use Area
14	Chevron	7491 OR 554	Utility	Redacted	North of Berryvessa Road	Redacted	Operating Easement

**Exhibit K - List of Existing Easements to be Replaced**

<b>Item</b>	<b>Owner</b>	<b>Prior Easements by Record Information</b>	<b>Easement Type</b>	<b>Utility / Facility</b>	<b>General Location on O&amp;M Maps</b>	<b>Engineer's Station +/- on O&amp;M Maps</b>	<b>VTA/BART Area of Control Description</b>
15	UPRR (MCI)	16678056, 16678057, and 17222107	Utility	Redacted	North of Berryessa Road	Redacted	Operating Easement
16	Chevron	7491 OR 554	Utility		North of Berryessa Rd in Maintenance of Way Access Road		Support Asset
17	UPRR (MCI)	16678056 and 16678057	Utility		North of Berryessa Rd in Maintenance of Way Access Road		Support Asset
18	Chevron	7491 OR 554	Utility	Redacted	East Side of Milpitas Station	Redacted	Maintenance Easement
19	UPRR (MCI)	16678056, 16678057 and 17222107	Utility		East Side of Milpitas Station		Maintenance Easement
20	City of Milpitas	6477 OR 603 and 6180 OR 514	Utility		West Side of Milpitas Station		Maintenance Easement
21	Chevron	7491 OR 554	Utility	Redacted	West Side of Berryessa Station	Redacted	Maintenance Easement
22	UPRR (MCI)	16678056 and 16678057	Utility		West Side of Berryessa Station		Maintenance Easement

**Exhibit K - List of Existing Easements to be Replaced**

<b>Item</b>	<b>Owner</b>	<b>Prior Easements by Record Information</b>	<b>Easement Type</b>	<b>Utility / Facility</b>	<b>General Location on O&amp;M Maps</b>	<b>Engineer's Station +/- on O&amp;M Maps</b>	<b>VTA/BART Area of Control Description</b>
23	Alameda County Flood	1564 OR 348	Storm Drain	Redacted	North of Warren Ave. at Agua Fria Creek	Redacted	Operating Easement
24	Santa Clara Valley Water District	C190 OR 42 and C429 OR 673	Storm Drain		South of Abel Street at Lower Berryessa Creek		Operating Easement
25	Santa Clara Valley Water District	L393 OR 1249	Utility		East Side of Milpitas Station		Maintenance Easement
26	PG&E	Docs 15146710 and 15146711 shown	Utility		South of Capitol Ave		Operating Easement



VTA BART Operations and Maintenance Agreement

Exhibit L: Definition of Hazardous Materials



## EXHIBIT L

### DEFINITION OF HAZARDOUS MATERIALS

1. The term "**Hazardous Material**" means any material, waste, chemical, compound, substance, mixture, or byproduct that is identified, defined, designated, listed, restricted or otherwise regulated under Environmental Laws as a "hazardous constituent", "hazardous substance", "hazardous material", "hazardous waste constituent", "infectious waste", "medical waste", "biohazardous waste", "extremely hazardous waste", "pollutant", "toxic pollutant", "toxic substance", "regulated substance", or "contaminant", or any other formulation intended to classify substances by reason of properties that are deleterious to the environment, natural resources, wildlife or human health or safety, including without limitation, ignitability, infectiousness, corrosiveness, radioactivity, carcinogenicity, toxicity and reproductive toxicity. Hazardous Material includes without limitation any form of natural gas, petroleum products or any fraction thereof, asbestos, asbestos containing materials, polychlorinated biphenyls ("**PCBs**"), materials containing PCBs, and any substance that, due to its characteristics or interaction with one or more other materials, wastes, chemicals, compounds, substances, mixtures or byproducts, damages or threatens to damage the environment, natural resources, wildlife or human health or safety.
2. The term "**Environmental Laws**" includes all present and future federal, state and local laws, statutes, rules, regulations, ordinances, standards, directives, interpretations and conditions of approval, all administrative or judicial orders or decrees and all guidelines, permits, license approvals or other entitlements, or rules of common law pertaining to the protection of the environment, natural resources, wildlife, human health or safety, or employee or community right-to-know requirements related to the work being performed under this Agreement, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. sections 9601 et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. sections 6901 et seq.), the Clean Water Act (33 U.S.C. sections 466 et seq.), the Safe Drinking Water Act (14 U.S.C. sections 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. sections 1801 et seq.), the Toxic Substance Control Act (15 U.S.C. sections 2601-2629), the California Hazardous Waste Control Act, Hazardous Substances Account Act, Safe Drinking Water and Toxic Enforcement Act and other California statutes associated with hazardous waste, hazardous materials, hazardous substances, and toxic substances (Health & Safety Code sections 25100-25600), the California Porter-Cologne Water Quality Control Act (Water Code sections 13000 et seq.) and all regulations, rulings and orders promulgated or adopted pursuant thereto.
3. The term "**Release**" means any accidental or intentional spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the air, land, surface water, groundwater or environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material).



VTA BART Operations and Maintenance Agreement

Exhibit M: Covenant and Environmental Restriction on Property





2019260443 12/19/2019 10:53 AM  
OFFICIAL RECORDS OF ALAMEDA COUNTY  
MELISSA WILK  
RECORDING FEE: 0.00

**Recording Requested By:**

Santa Clara Valley Transportation Authority

**When Recorded, Mail To:**

Michael Montgomery, Executive Officer  
California Regional Water Quality Control Board  
San Francisco Bay Region  
1515 Clay Street, Suite 1400  
Oakland, California 94612



COPY of document to be recorded  
Has not been compared with Original

Record Without Fee  
California Government Code §6103 & §27383

COVENANT AND ENVIRONMENTAL RESTRICTION  
ON PROPERTY

Santa Clara Valley Transportation Authority  
VTA-BART Silicon Valley Berryessa Extension Project Alignment  
Fremont, Milpitas, and San Jose, California  
And 1735 S. Milpitas Blvd., Milpitas 95035

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 2nd day of December, 2019 by Santa Clara Valley Transportation Authority ("Covenantor") who is the owner of record of that certain property situated along the VTA-BART Silicon Valley Berryessa Extension Project Alignment Fremont, Milpitas, and San Jose, and VTA Milpitas Parking lot located at 1735 S. Milpitas Blvd., Milpitas, County of Santa Clara, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region (the "Board"), with reference to the following facts:

A. The Burdened Property contains hazardous soil materials.

B. Contamination of the Burdened Property. Soil and ballast at the Burdened Property was contaminated by arsenic and lead, originating from previous use of Union Pacific Railroad, former owner of the property, which constitute hazardous materials as that term is defined in Health & Safety Code Section 25260. The contaminated soil and ballast were excavated and diverted to twelve (12) designated encapsulation areas spaced throughout the new BART alignment underneath the trackway. Also, soil contaminated with lead from a former battery manufacturing plant located at 700 Montague Expressway, Milpitas, was encapsulated underneath concrete foundation of the newly constructed VTA Milpitas Parking structure.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in soil on the Burdened Property. Without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could take place via in-place contact, surface-water runoff, resulting in dermal contact, inhalation or ingestion by humans. The risk of public exposure to the contaminants has been substantially lessened by the remediation and controls described herein.

D. Adjacent Land Uses and Population Potentially Affected. The Burdened Property is used for railroad and associated uses and is adjacent to industrial land uses.

E. Full and voluntary disclosure to the Board of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the Burdened Property has been conducted.

F. Covenantor desires and intends that in order to benefit the Board, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that may have been deposited on portions of the Burdened Property.

## ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the Board and all Owners and Occupants (as defined in Article II, below). Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Board.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such Owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Board and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.



1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all of the deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Board real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

## ARTICLE II DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

## ARTICLE III DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

- a. Development of the Burdened Property shall be restricted to industrial (including railroad, stations, parking structures, and appurtenances), commercial or office space;
- b. No residence for human habitation shall be permitted on the Burdened Property;
- c. No hospitals shall be permitted on the Burdened Property;
- d. No schools for persons under 21 years of age shall be permitted on the Burdened Property;
- e. No day care centers for children or day care centers for Senior Citizens shall be permitted on the Burdened Property;

f. No Owners or Occupants of the Property or any portion thereof shall conduct any excavation work on the Property more than 2' below ground surface, unless consistent with the Soil Management Plan (a copy of which is attached hereto as Exhibit B and which is incorporated herein by reference) and any future amendments thereto. Any contaminated soils brought to the surface by grading, excavation, trenching, directional boring or backfilling shall be managed by Covenantor or his agent in accordance with all applicable provisions of local, state and federal law;

g. All uses and development of the Burdened Property shall be consistent with the Soil Management Plan. All uses and development shall preserve the integrity of any cap, any remedial measures taken or remedial equipment installed on the Burdened Property pursuant to the requirements of the Board, unless otherwise expressly permitted in writing by the Board.

h. No Owners or Occupants of the Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board.

i. The Owner or Occupant of the Property shall notify the Board of each of the following: (1) the type, cause, location and date of any disturbance to any cap, any remedial measures taken or remedial equipment installed, which could affect the ability of such cap or remedial measures to perform their respective functions and (2) the type and date of repair of such disturbance. Notification to the Board shall be made by registered mail (or other method agreed to by the parties in writing) within ten (10) working days of both the discovery of such disturbance and the completion of repairs;

j. The Covenantor agrees that the Board, and/or any persons acting pursuant to Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code.

k. No Owner or Occupant of the Burdened Property shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Burdened Property. All use and development of the Burdened Property shall preserve the integrity of any capped areas.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the Board, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Board to file civil actions against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the property. Any such instrument shall contain a statement substantially similar to the following and containing all of the following information with regard to the Burdened Property:

“The land described as Exhibit A, (the “Burdened Property”) contains hazardous materials in its soils, and is subject to a “Covenant and Environmental Restriction on Property” dated as of 19<sup>th</sup>, 2019, and recorded on December, 2019, in the Official Records of Alameda County, California as Document No. \_\_\_\_\_, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the Burdened Property described herein. This statement is not a declaration that a hazard exists.”

#### ARTICLE IV VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

#### ARTICLE V MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

*If To:* "Covenantor"  
Santa Clara Valley Transportation Authority  
3331 North First Street  
San Jose, California 95134

If To: "Board"  
Regional Water Quality Control Board  
San Francisco Bay Region  
Attention: Executive Officer  
1515 Clay Street, Suite 1400  
Oakland, California 94612

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.


5.5 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Santa Clara within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.


5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor: Santa Clara Valley Transportation Authority

By:   
Title: General Manager/CEO Nuria D. Fernandez  
Date: 12/2/19

Agency: State of California, San Francisco Bay Regional Water Quality Board

By:   
Title: Executive Officer Michael Montgomery  
Date: 12/13/19

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

On \_\_\_\_\_, 20\_\_ before me, the undersigned a Notary Public in and for said state, personally appeared Nuria Fernandez General Manager, Santa Clara Valley Transportation Authority, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said  
County and State

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

On \_\_\_\_\_, 20\_\_ before me, the undersigned a Notary Public in and for said state, personally appeared [EXECUTIVE OFFICER], personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said  
County and State

## ACKNOWLEDGMENT

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 Santa Clara

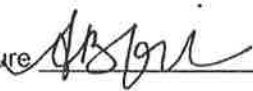
On December 5, 2019 before me, Angelica A. Bonifacio, Notary Public  
(insert name and title of the officer)

personally appeared Nuria I. Fernandez  
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.

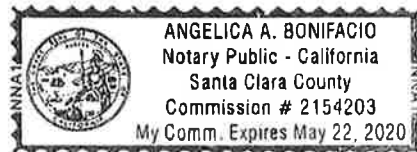
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## ACKNOWLEDGMENT

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 Alameda )

On December 13, 2019 before me, Elaine F. Baltao, Notary Public  
(insert name and title of the officer)

personally appeared Michael Maxwell Montgomery  
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 *Elaine Baltao* (Seal)

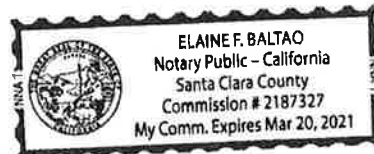


EXHIBIT A

See attached Exhibit A for Legal Description of the VTA-BART Silicon Valley Berryessa  
Extension Project Alignment Fremont, Milpitas, and San Jose



**EXHIBIT "A-1"**  
**LEGAL DESCRIPTION**

---

**B006-10-01**

APN's: 519-850-052-02 and 519-0950-011-01

**REAL PROPERTY** situated in the City of Fremont, County of Alameda, State of California, being a portion of Parcel 24, as described in the Grant Deed, recorded December 11, 2002, as Document No. 2002-578558, Alameda County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of Parcel B2005-01, as described in the Grant Deed, recorded on November 21, 2014, as Document No. 2014-282372, Alameda County Official Records, lying on the easterly line of said Parcel 24;

Thence along said easterly line, North 22°28'20" West, 62.35 feet;

Thence South 67°31'40" West, 5.61 feet to the **TRUE POINT OF BEGINNING**;

Thence South 21°38'55" East, 157.37 feet;

Thence South 22°17'49" East, 499.84 feet;

Thence South 22°21'27" East, 364.14 feet;

Thence South 22°11'08" East, 108.70 feet;

Thence South 22°34'10" East, 180.96 feet;

Thence South 22°26'21" East, 325.22 feet;

Thence South 22°30'33" East, 452.37 feet;

Thence South 67°31'40" West, 15.92 feet to a line parallel with and 34.00 feet easterly of the westerly line of said Parcel 24;

Thence along said parallel line, North 22°28'20" West, 289.88 feet;

Thence South 67°31'40" West, 27.00 feet to a line parallel with and 7.00 feet easterly of the westerly line of said Parcel 24;

Thence along said parallel line, North 22°28'20" West, 691.50 feet;

Thence North 67°31'40" East, 20.59 feet;

Thence North 23°01'25" West, 399.74 feet;

Thence South 68°30'43" West, 15.64 feet to a line parallel with and 6.50 feet easterly of the westerly line of said Parcel 24;

Thence along said parallel line, North 21°29'17" West, 707.92 feet;

Thence North 68°30'43" East, 34.31 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 70,633 square feet, more or less.

---

**B006-10-02**

**APN 519-1005-028-03**

**REAL PROPERTY** situated in the City of Fremont, County of Alameda, State of California, being a portion of Parcel 25, as described in the Grant Deed, recorded December 11, 2002, as Document No. 2002-578558, Alameda County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of Lot 7 as shown on the map of Tract 4464, filed for record on July 11, 1980, in Book 120 of Maps, at Page 9, Alameda County Official Records, lying on the easterly line of said Parcel 25;

Thence along said easterly line, North 20°26'05" West, 258.67 feet;

Thence South 69°33'55" West, 13.93 feet to the **TRUE POINT OF BEGINNING**;

Thence South 20°36'56" East, 720.09 feet;

Thence South 20°13'57" East, 839.10 feet;

Thence South 69°37'00" West, 12.99 feet to a line parallel with and 32.00 feet easterly of the westerly line of said Parcel 25;

Thence along said parallel line, North 20°23'00" West, 902.62 feet;

Thence South 69°37'00" West, 30.00 feet to a line parallel with and 2.00 feet easterly of the westerly line of said Parcel 25;

Thence along said parallel line, North 20°23'00" West, 501.95 feet;

Thence North 69°37'00" East, 30.00 feet to a line parallel with and 32.00 feet easterly of the westerly line of said Parcel 25;

Thence along said parallel line, North 20°23'00" West, 154.61 feet;

Thence North 69°37'00" East, 12.28 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 36,779 square feet, more or less.

---

**B006-10-03**

APN's: 519-1005-028-03, 519-1743-006 & 519-1743-008

**REAL PROPERTY** situated in the City of Fremont, County of Alameda, State of California, being a portion of Parcel 25, as described in the Grant Deed, recorded December 11, 2002, as Document No. 2002-578558, Alameda County Official Records, together with a portion of Parcel 26, as described in the Grant Deed, recorded December 11, 2002, as Document No. 2002-578559, Alameda County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of Parcel 1 as shown on Parcel Map 8108, filed for record on June 5, 2003, in Book 270 of Parcel Maps, at Page 75, Alameda County Records, lying on the easterly line of said Parcel 25;

Thence along said easterly line, North 20°26'05" West, 61.25 feet.

Thence South 69°33'35" West, 25.00 feet to the **TRUE POINT OF BEGINNING**, lying on a line parallel with and 25.00 feet westerly of said easterly line;

Thence along said parallel line, South 20°26'05" East, 127.17 feet;

Thence North 69°33'55" East, 12.38 feet;

Thence South 20°19'36" East, 1035.95 feet;

Thence South 69°37'00" West, 39.14 feet to a line parallel with and 7.00 feet easterly of the westerly line of said Parcel 25 and its northwesterly extension;

Thence along said parallel line, North 20°23'00" West, 1,163.11 feet;

Thence North 69°37'00" East, 27.67 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 44,602 square feet, more or less.

---

**B006-10-04**

APN's: 519-1010-030 & 519-1743-006

**REAL PROPERTY** situated in the City of Fremont, County of Alameda, State of California, being a portion of Parcels 27, 28 and 29, as described in the Grant Deed, recorded December 11, 2002, as Document No. 2002-578558, Alameda County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of Lot 7, as shown on the Amended map of Tract 4394, filed for record on May 11, 1982, in Book 132 of Maps, at Page 72, Alameda County Official Records, lying on the easterly line of said Parcel 27;

Thence along said easterly line, South 21°23'00" East, 43.93 feet;

Thence South 68°37'00" West, 13.83 feet to the **TRUE POINT OF BEGINNING**;

Thence South 21°08'55" East, 605.46 feet;

Thence South 21°28'51" East, 2085.29 feet;

Thence South 68°37'00" West, 24.24 feet to a line parallel with and 23.00 feet easterly of the westerly lines of said Parcels 29, 28 and 27;

Thence along said parallel line, North 21°23'00" West, 2690.75 feet;

Thence North 68°37'00" East, 23.17 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 60,121 square feet, more or less.

---

**B006-10-05**  
**APN 022-31-017**

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 5, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most southerly corner of that certain parcel of land described in the Grant Deed, recorded June 25, 2014, as Document No. 22629645, Santa Clara County Official Records, lying on the easterly line of said Parcel 5;

Thence along said easterly line, South 21°22'40" East, 99.03 feet;

Thence South 68°37'20" West, 53.00 feet to the **TRUE POINT OF BEGINNING**, lying on a line parallel with and 53.00 feet westerly of said easterly line;

Thence along said parallel line, South 21°22'40" East, 699.57 feet;

Thence South 68°37'20" West, 8.50 feet to a line parallel with and 18.50 feet easterly of the westerly line of said Parcel 5;

Thence along said parallel line, North 21°22'40" West, 699.57 feet;

Thence North 68°37'20" East, 8.50 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 5,946 square feet, more or less.

---

**B006-10-06**  
**APN's: 022-31-017 & 028-23-019**

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being portions of Parcels 5 & 6, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, together with a portion of Parcel B2603-01, as described in the Final Order of Condemnation, recorded September 23, 2009, as Document No. 20441069, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at an angle point in the general easterly line of said Parcel 5, being the northerly terminus of the course "North 09°02'42" West, 381.67 feet", as shown on the map entitled "RECORD OF SURVEY VTA-BART EXTENSION", filed for record on December 7, 2007, in Book 821 of Maps, at Page 1, Santa Clara Official Records, being the beginning of a non-tangent curve to the right;

Thence northerly along said easterly line and along said non-tangent curve, having a radius of 11418.58 feet, the radial bearing of which bears South 67°41'15" West, through a central angle of 0°21'47" for an arc length of 72.33 feet;

Thence South 68°03'02" West, 24.95 feet to the **TRUE POINT OF BEGINNING**;

Thence South 21°58'49" East, 648.84 feet;

Thence South 68°01'11" West, 33.00 feet;

Thence North 21°58'49" West, 648.84 feet;

Thence North 68°01'11" East, 33.00 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 21,412 square feet, more or less.

---

**B006-10-07**  
**APN 086-26-037**

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being portions of Parcels 10, 11 and 12, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most northerly corner of said Parcel 11;

Thence along the northerly line of said Parcel 11, South 75°29'16" West, 53.81 feet to the **TRUE POINT OF BEGINNING**, lying on a line parallel with and 63.50 feet easterly of the westerly line of said Parcel 11;

Thence along said parallel line and along a line parallel with and 63.50 feet easterly of the westerly line of said Parcel 12, South 23°00'44" East, 784.30 feet;

Thence South 66°59'16" West, 47.00 feet to a line parallel with and 16.50 feet westerly of the easterly lines of said Parcels 12, 11 and 10;

Thence along said parallel line, North 23°00'44" West, 1191.73 feet;

Thence North 66°59'16" East, 47.00 feet to a line parallel with and 63.50 feet westerly of the easterly line of said Parcel 10;

Thence along said parallel line, South 23°00'44" East, 407.43 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 56,011 square feet, more or less.

---

**B2252-01-11**  
**APN 092-08-083**

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of the parcel of land as described in the Grant Deed, recorded November 9, 2011, as Document No. 21410851, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most southerly corner of said parcel of land, lying on the easterly line of Parcel 15, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records;

Thence along said easterly line, North 23°01'16" West, 54.16 feet;

Thence North 66°58'44" East, 134.74 feet to the **TRUE POINT OF BEGINNING**;

Thence North 23°01'00" West, 100.60 feet;

Thence South 66°59'00" West, 9.25 feet;

Thence North 23°01'00" West, 31.17 feet;

Thence North 66°59'00" East, 9.25 feet;

Thence North 23°01'00" West, 120.67 feet;

Thence North 66°59'00" East, 15.17 feet;

Thence North 23°01'00" West, 13.17 feet;

Thence North 66°59'00" East, 214.17 feet;

Thence South 23°01'00" East, 12.08 feet;

Thence North 66°59'00" East, 20.67 feet;

Thence South 23°01'00" East, 253.75 feet;

Thence South 66°59'00" West, 19.92 feet;

Thence South 23°01'00" East, 13.17 feet;

Thence South 66°59'00" West, 210.17 feet;

Thence North 23°01'00" West, 13.40 feet;

Thence South 66°59'00" West, 19.92 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 69,059 square feet, more or less.

---

**B006-10-09A**

APN's: 092-07-007, 092-08-002 & 092-08-083

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 15, as shown on that certain map entitled "RECORD OF SURVEY VTA-BART EXTENSION", filed for record on December 7, 2007, in Book 821 of Maps, at Page 1, Santa Clara County Records; a portion of the parcel of land as described in the Grant Deed, recorded November 9, 2011, as



Document No. 21410851, Santa Clara County Official Records; and a portion of Parcel B2253-1 as described in the Final Order of Condemnation, recorded August 18, 2016, as Document No. 23403384, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most northerly corner of said Parcel 15;

Thence along the easterly line of said Parcel 15, South 23°01'16" East, 64.90 feet to the **TRUE POINT OF BEGINNING**;

Thence North 67°37'09" East, 12.87 feet;

Thence South 22°22'51" East, 35.63 feet;

Thence South 67°37'09" West, 6.21 feet;

Thence South 22°22'51" East, 20.92 feet;

Thence North 67°37'09" East, 4.89 feet;

Thence South 22°22'51" East, 35.15 feet;

Thence North 67°37'09" East, 5.94 feet;

Thence South 22°22'51" East, 30.29 feet;

Thence South 76°00'50" East, 12.48 feet;

Thence South 22°22'51" East, 136.85 feet;

Thence South 67°37'09" West, 5.02 feet;

Thence South 22°22'51" East, 50.52 feet;

Thence North 67°37'09" East, 7.00 feet;

Thence South 22°22'51" East, 24.40 feet;

Thence South 67°37'09" West, 6.08 feet;

Thence South 22°22'51" East, 30.42 feet;

Thence North 67°37'09" East, 6.75 feet;

Thence South 22°22'51" East, 81.42 feet;

Thence South 29°14'57" West, 23.42 feet;

Thence South 22°22'51" East, 68.34 feet to the general southerly line of said Parcel B2253-1, being the beginning of a non-tangent curve to the right;

Thence northwesterly along said general southerly line and along said non-tangent curve, having a radius of 449.07 feet, the radial line of which bears South 49°04'30" West, through a central angle of 2°07'25" West for an arc length of 16.64 feet;

Thence North 22°22'51" West, 54.88 feet;

Thence North 29°14'57" East, 23.42 feet;

Thence North 22°22'51" West, 74.00 feet;

Thence South 67°37'09" West, 6.75 feet;

Thence North 22°22'51" West, 40.42 feet;

Thence North 67°37'09" East, 6.08 feet;

Thence North 22°22'51" West, 14.40 feet;

Thence South 67°37'09" West, 7.00 feet;

Thence North 22°22'51" West, 60.52 feet;

Thence North 67°37'09" East, 5.02 feet;

Thence North 22°22'51" West, 129.32 feet;

Thence North 76°00'50" West, 12.48 feet;

Thence North 22°22'51" West, 27.81 feet;

Thence South 67°37'09" West, 5.94 feet;  
Thence North 22°22'51" West, 35.15 feet;  
Thence South 67°37'09" West, 4.89 feet;  
Thence North 22°22'51" West, 30.92 feet;  
Thence North 67°37'09" East, 6.21 feet;  
Thence North 22°22'51" West, 25.63 feet;  
Thence South 67°37'09" West, 19.74 feet;  
Thence North 22°22'51" West, 10.77 feet;  
Thence North 67°37'09" East, 5.00 feet;  
Thence South 22°22'51" East, 5.77 feet;  
Thence North 67°37'09" East, 6.87 feet to the **TRUE POINT OF BEGINNING**.  
Containing an area of 3,047 square feet, more or less.

---

**B006-10-08**

APN's: 092-07-007 & 092-07-010

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 15, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, together with a portion of Parcel 2251-1, as described in the Final Order of Condemnation, recorded November 12, 2014, as Document No. 22766260, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most northerly corner of said Parcel 2251-1, lying on the westerly line of said Parcel 15;

Thence along said westerly line, South 23°01'16" East, 176.11 feet;

Thence South 66°58'44" West, 10.49 feet to the **TRUE POINT OF BEGINNING**;

Thence South 22°59'47" East, 128.35 feet;

Thence North 66°17'15" East, 5.79 feet;

Thence South 23°01'12" East, 60.48 feet;

Thence South 63°37'40" West, 5.80 feet;

Thence South 22°54'41" East, 14.53 feet;

Thence North 68°59'02" East, 5.65 feet;

Thence South 22°57'01" East, 40.84 feet;

Thence South 63°37'09" West, 5.92 feet;

Thence South 23°27'45" East, 73.38 feet;

Thence South 75°50'19" East, 27.12 feet;

Thence South 22°51'14" East, 244.54 feet;

Thence South 67°37'09" West, 6.05 feet;

Thence South 22°22'51" East, 33.50 feet;

Thence North 67°37'09" East, 7.13 feet;

Thence South 22°22'51" East, 12.92 feet;

Thence South 67°37'09" West, 5.00 feet;

Thence North 22°22'51" West, 7.92 feet;

Thence South 67°37'09" West, 7.13 feet;

Thence North 22°22'51" West, 43.50 feet;

Thence North 67°37'09" East, 6.01 feet;

Thence North 22°51'14" West, 237.01 feet;

Thence North 75°50'19" West, 27.09 feet;

Thence North 23°27'45" West, 80.93 feet;

Thence North 67°37'09" East, 5.97 feet;

Thence North 22°57'01" West, 30.95 feet;

Thence South 68°59'02" West, 5.66 feet;

Thence North 22°54'41" West, 24.08 feet;

Thence North 63°37'40" East, 5.79 feet;

Thence North 23°01'12" West, 50.70 feet;

Thence South 66°17'15" West, 5.79 feet;

Thence North 22°59'47" West, 133.41 feet;

Thence North 67°00'13" East, 5.00 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 3,360 square feet, more or less.

---

**B006-10-10**

**APN's: 244-13-001 & 244-15-006**

**REAL PROPERTY** situated in the City of San Jose, County of Santa Clara, State of California, being portions of Parcels 21, 22, 23, 24 and 25, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most southerly corner of Parcel 20, as shown on that certain map entitled "RECORD OF SURVEY VTA-BART EXTENSION", filed for record on December 7, 2007, in Book 821 of Maps, at Page 1, Santa Clara County Records, being the beginning of a non-tangent to the right;

Thence southerly along the easterly line of said Parcel 21 and along said non-tangent curve, having a radius of 5759.35 feet, the radial bearing of which bears North 69°06'27" East, through a central angle of 1°41'03" for an arc length of 169.28 feet;

Thence South 70°47'29" West, 24.50 feet to the **TRUE POINT OF BEGINNING**, lying on a curve concentric with and 24.50 feet westerly of the easterly line of said Parcel 21;

Thence southerly along said concentric curve, having a radius of 5734.85 feet, the radial bearing of which bears North 70°47'29" East, through a central angle of 5°11'33" for an arc length of 519.72 feet;

Thence South 14°00'58" East, 2602.87 feet;

Thence South 75°59'02" West, 35.75 feet to the westerly line of said Parcel 25;

Thence along said westerly line and the westerly lines of said Parcels 24, 23, 22 and 21, the following five (5) courses:

1. North 14°00'28" West, 1116.57 feet;
2. North 14°00'32" West, 479.38 feet;
3. North 14°00'50" West, 774.24 feet;
4. North 14°00'58" West, 232.68 feet to the beginning of a tangent curve to the left;
5. Along said tangent curve, having a radius of 5699.35 feet, through a central angle of 5°11'33" for an arc length of 516.50 feet;

Thence North 70°47'29" East, 35.50 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 111,023 square feet, more or less.

**REAL PROPERTY** situated in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel 35, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most southerly corner of Parcel 34, as described in said Grant Deed, lying on the westerly line of said Parcel 35;

Thence along said westerly line, South 14°02'15" East, 219.62 feet to the **TRUE POINT OF BEGINNING**;

Thence North 75°57'45" East, 41.50 feet to a line parallel with and 41.50 feet easterly of said westerly line;

Thence along said parallel line, South 14°02'15" East, 139.00 feet;

Thence South 75°57'45" West, 41.50 feet to said westerly line;

Thence along said westerly line, North 14°02'15" West, 139.00 feet to the **POINT OF BEGINNING**.

Containing an area of 5,768 square feet, more or less.

---

**B006-10-12**  
**APN 254-01-034**

**REAL PROPERTY** situated in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel 49, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of Parcel A as shown on that certain Parcel Map, filed for record on September 16, 1970, in Book 273 of Maps, at Page 16, Santa Clara County Records, lying on the easterly line of said Parcel 49;

Thence along said easterly line, South 14°02'51" East, 18.34 feet;

Thence South 75°57'09" West, 9.50 feet to the **TRUE POINT OF BEGINNING**, lying on a line parallel with and 9.50 feet westerly of said easterly line;

Thence along said parallel line, South 14°02'51" East, 99.18 feet;

Thence South 75°57'09" West, 43.50 feet to a line parallel with and 53.00 feet westerly of said easterly line;

Thence along said parallel line, North 14°02'51" West, 82.18 feet;

Thence North 54°36'09" East, 46.71 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 3,945 square feet, more or less.

---

**B006-10-13**  
**APN 254-01-034**

**REAL PROPERTY** situated in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel 49, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of Parcel B3010-01, as described in the Final Order of Condemnation, recorded July 29, 2016, as Document No. 23385099, Santa Clara County Official Records, lying on the easterly line of said Parcel 49;

Thence along said easterly line, South 14°02'51" East, 2.75 feet;

Thence South 75°57'09" West, 2.50 feet to the **TRUE POINT OF BEGINNING**;

Thence South 75°57'09" West, 49.50 feet to a line parallel with and 52.00 feet westerly of said easterly line;

Thence along said parallel line, North 14°02'51" West, 330.92 feet;

Thence North 75°57'09" East, 49.50 feet to a line parallel with and 2.50 feet westerly of said easterly line;

Thence along said parallel line, South 14°02'51" East, 330.92 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 16,381 square feet, more or less.



---

Plat Exhibit "A-2" attached and by this reference made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

11-27-2019  
Date

Julia MacRory  
Julia MacRory, LS 7871  
Survey and Mapping Manager



PARCEL NO.	ASSESSOR'S PARCEL NUMBER(S)	AREA (SQFT.)	SHEET NO.
B006-10-01	519-0850-052-02 & 519-0950-011-01	70,633	4-7
B006-10-02	519-1005-028-03	36,779	8-10
B006-10-03	519-1005-028-03, 519-1743-006 & 519-1743-008	44,602	11-13
B006-10-04	519-1010-030 & 519-1743-006	60,121	14-19
B006-10-05	022-31-017	5,946	20-21
B006-10-06	022-31-017 & 028-23-019	21,412	22-23
B006-10-07	086-26-037	56,011	24-26
B2252-01-11	092-08-083	69,059	27
B006-10-09A	092-07-007, 092-08-002 & 092-08-083	3,047	28-30
B006-10-08	092-07-007 & 092-07-010	3,360	31-33
B006-10-10	244-13-001 & 244-15-006	111,023	34-40
B006-10-11	245-48-006	5,768	41
B006-10-12	254-01-034	3,945	42
B006-10-13	254-01-034	16,381	43

*Julia MacRory*  
 11-27-19



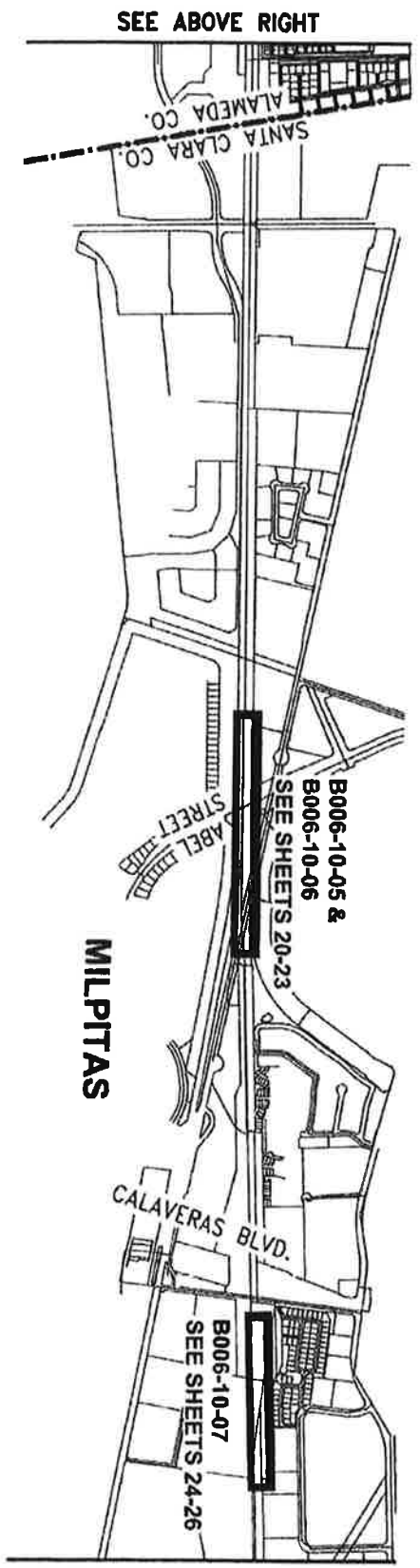
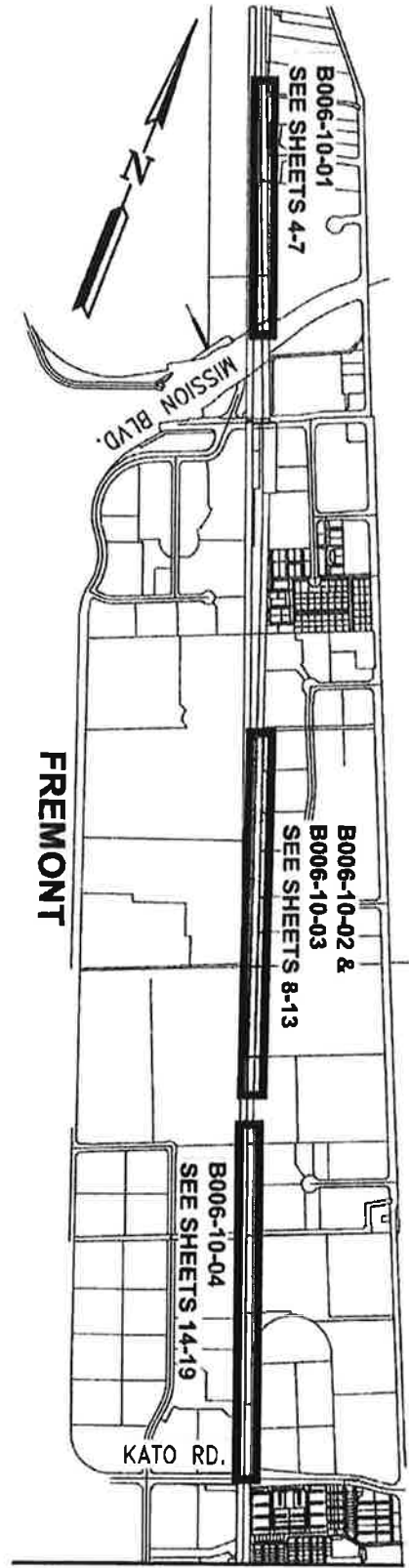
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 EXHIBIT "A-2"

CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA  
 CITIES OF MILPITAS AND SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



SCALE: NTS  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MACRORY  
 SHEET: 1 OF 43

333 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95114-1806  
 TEL: 408-271-5800  
 FAX: 408-271-5850



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
INDEX SHEET (1)

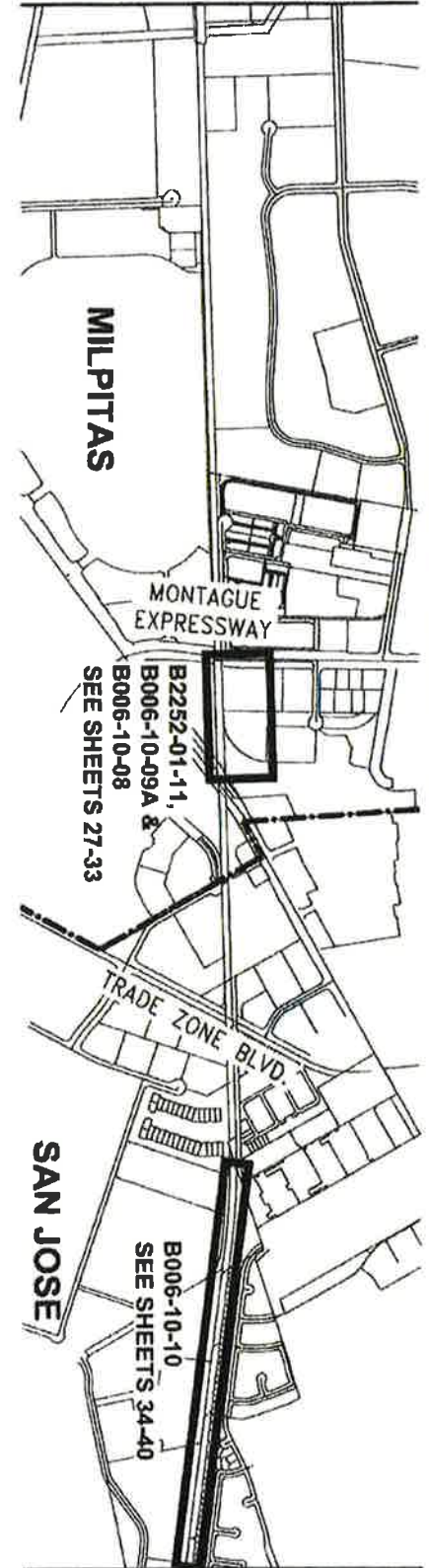
CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA  
CITIES OF MILPITAS AND SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

**VTA**  
Santa Clara Valley  
Transportation  
Authority

3331 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95134-1805  
PH: 408-271-6800  
FAX: 408-271-6890

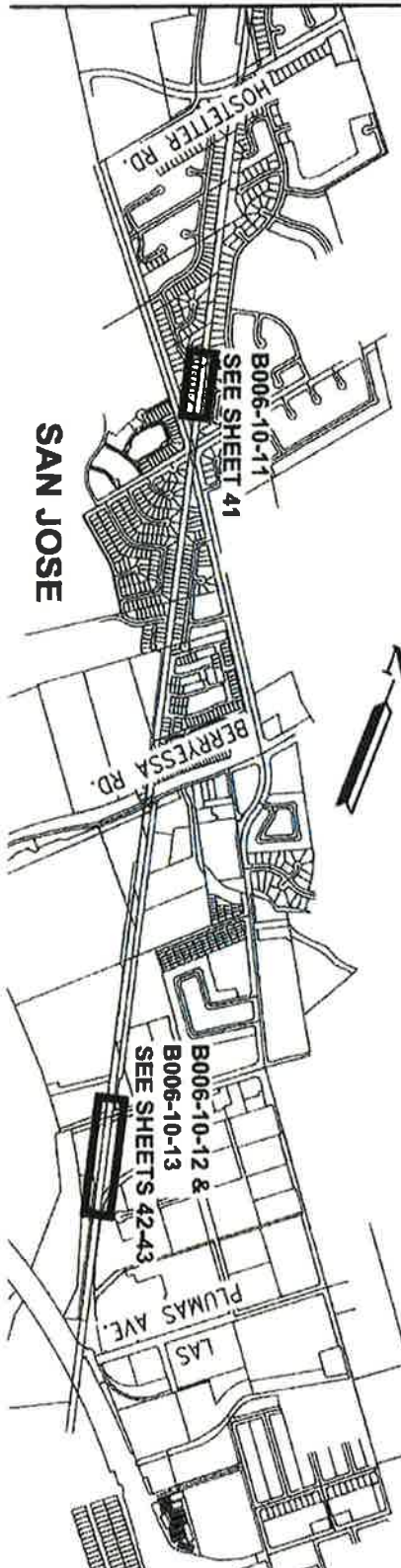
SCALE: NTS	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 2 OF 43
DATE: 11/21/19			

SEE SHEET 2 OF 43 BELOW RIGHT



SEE BELOW LEFT

SEE ABOVE RIGHT



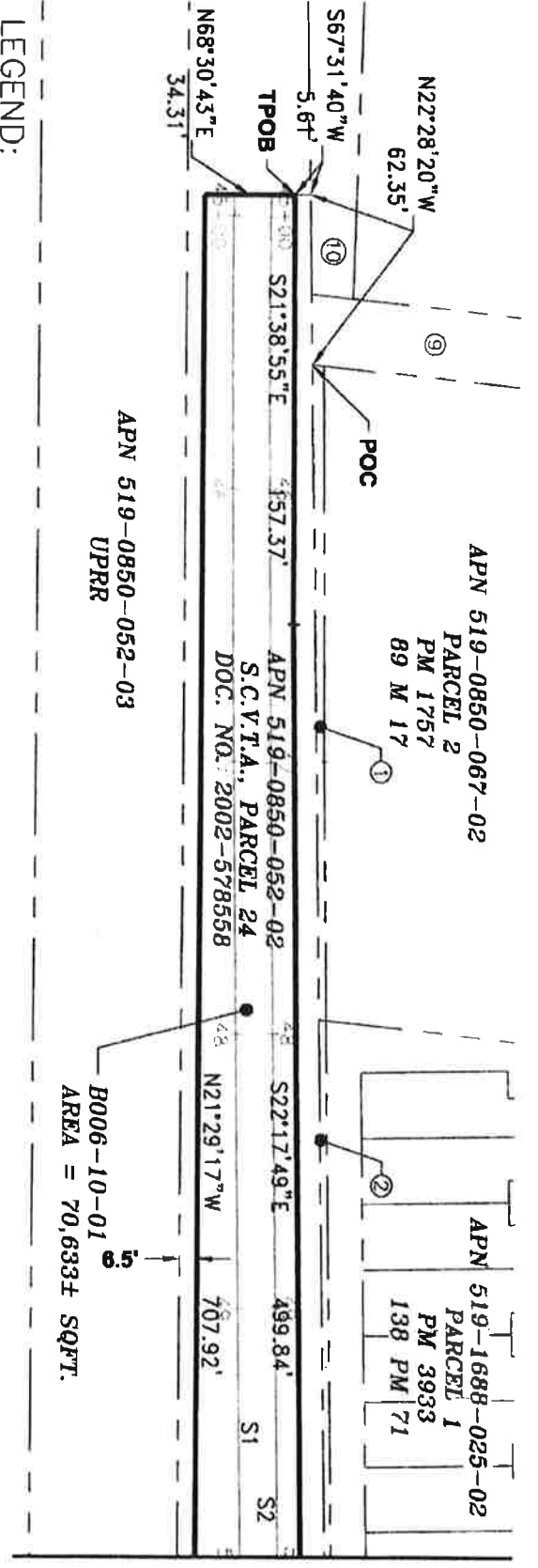
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
INDEX SHEET (II)

CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA  
CITIES OF MILPITAS AND SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95134-1908  
TEL: 408-271-5800  
FAX: 408-271-5800

SCALE: NTS	Drawn By: H. BRASALI	Checked By: J. MCCRORY	SHEET: 3 OF 43
DATE: 11/21/19			



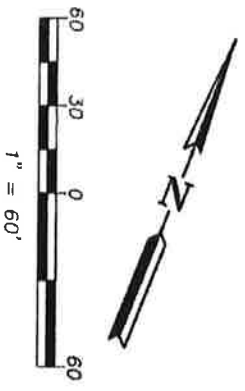
MATCHLINE - SEE SHEET 5 OF 43

**LEGEND:**

- IM = IMAGE
- M = MAPS
- PM = PARCEL MAPS
- POC = POINT OF COMMENCEMENT
- RE = REEL
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING

**NOTES:**

- ① INDICATES APN 519-0850-067-01, S.C.V.T.A., DOC. NO. 2014-282372.
- ② INDICATES APN 519-1688-025-01, S.C.V.T.A., DOC. NO. 2014-267050.
- ③ INDICATES APN 519-0850-053, ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RE:1833 IM:526.
- ④ INDICATES APN 519-0850-062-03, BART, DOC. NO. 2009-356859.



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

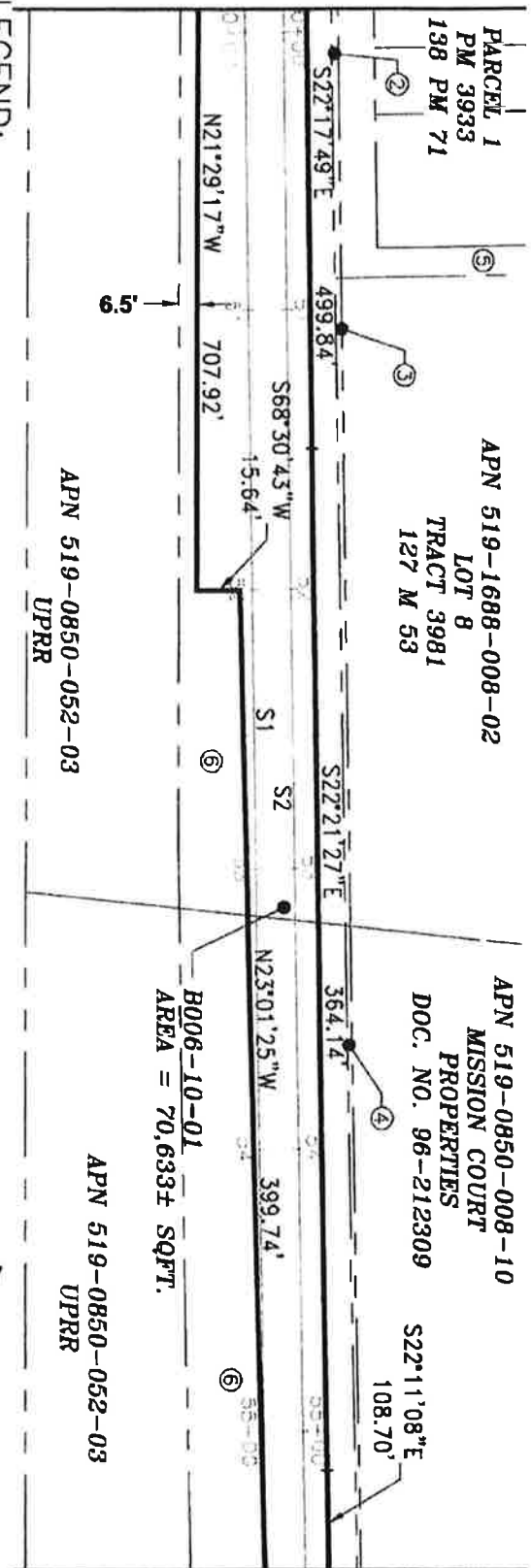
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-01**  
 APN'S 519-0850-052-02 & 519-0950-011-01  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

**Santa Clara Valley  
Transportation  
Authority**

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-321-5886  
 FAX: 408-321-5880

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 4 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 4 OF 43



MATCHLINE - SEE SHEET 6 OF 43

**LEGEND:**

PM = PARCEL MAPS  
 S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

**NOTES:**

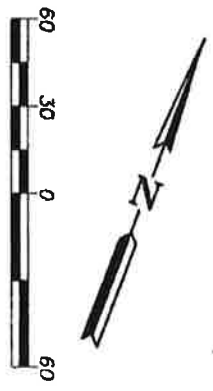
- ② INDICATES APN 519-1688-025-01, S.C.V.T.A., DOC. NO. 2014-267050.
- ③ INDICATES APN 519-1688-008-01, S.C.V.T.A., DOC. NO. 2014-248393.
- ④ INDICATES APN 519-0850-008-09, S.C.V.T.A., DOC. NO. 2015-082352.
- ⑤ INDICATES APN 519-1688-025-02, PARCEL 1, PM 3933, 138 PM 71.
- ⑥ INDICATES APN 519-0850-052-02, S.C.V.T.A., PARCEL 24, DOC. NO. 2002-578558.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-01**  
 APN'S 519-0850-052-02 & 519-0950-011-01  
 CITY OF FREMONT  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

APN 519-0850-008-10  
 MISSION COURT  
 PROPERTIES  
 DOC. NO. 96-212309  
 S22°11'08"E  
 108.70'

APN 519-0850-052-03  
 UPRR

B006-10-01  
 AREA = 70,633± SQFT.



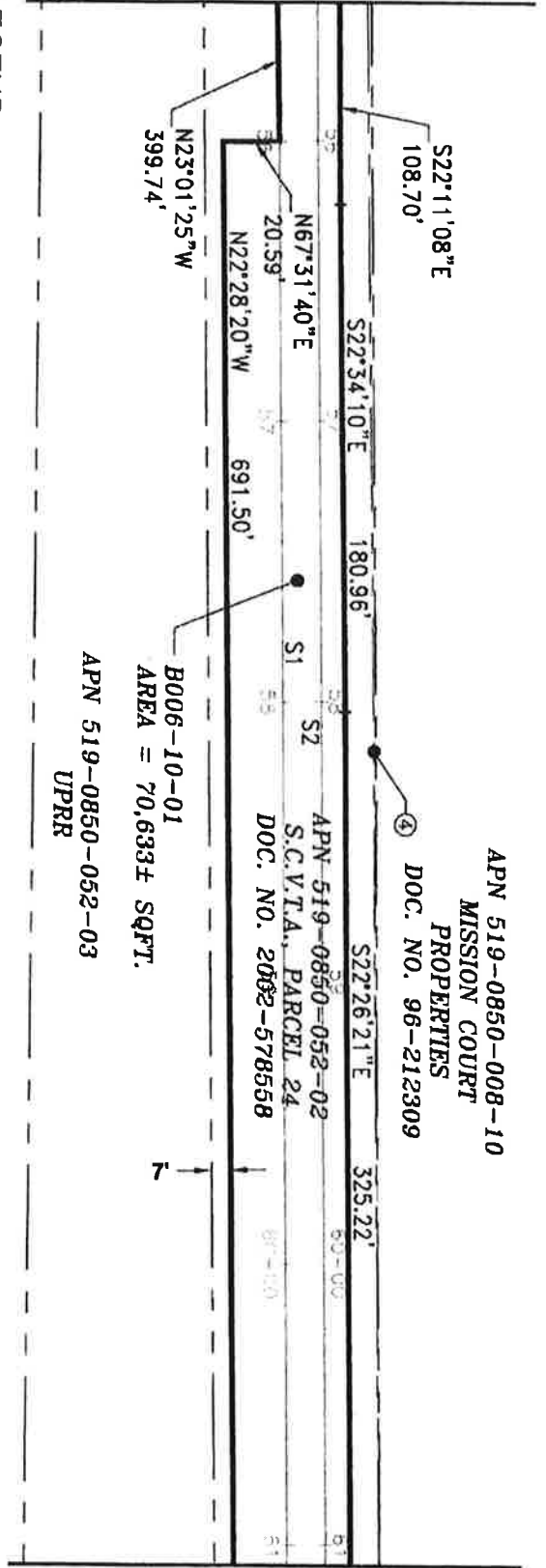
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



SCALE: 1"=60'	Drawn By: H. BRASALL	Checked By: J. MACRORY	SHEET: 5 OF 43
DATE: 11/21/19			

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-271-5886  
 FAX: 408-271-5880

MATCHLINE - SEE SHEET 5 OF 43



MATCHLINE - SEE SHEET 7 OF 43

**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

**NOTE:**

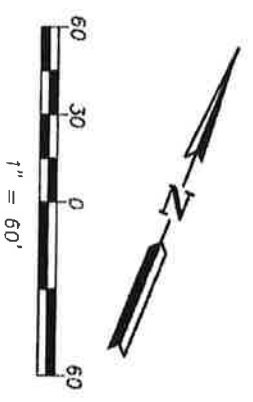
④ INDICATES APN 519-0850-008-09, S.C.V.T.A. DOC. NO. 2015-082352.

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-01**  
 APN'S 519-0850-052-02 & 519-0950-011-01  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

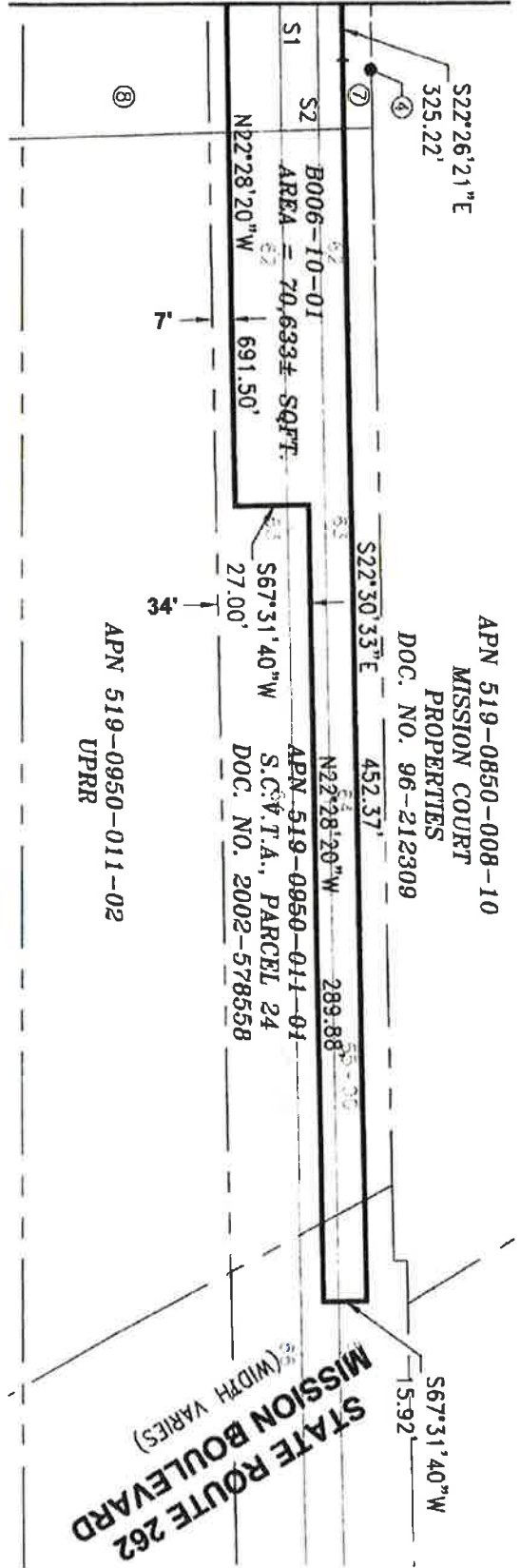


3311 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1985  
 PH: 408.321.4885  
 FAX: 408.321.4880



SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 6 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 6 OF 43

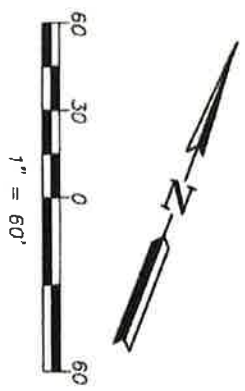


**LEGEND:**  
 S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQ.FT. = SQUARE FEET

- NOTES:**
- ④ INDICATES APN 519-0850-008-09, S.C.V.T.A., DOC. NO. 2015-082352.
  - ⑦ INDICATES APN 519-0850-052-02, S.C.V.T.A., PARCEL 24, DOC. NO. 2002-578558
  - ⑧ INDICATES APN 519-0850-052-03, UPRR.

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-01**  
 APN'S 519-0850-052-02 & 519-0950-011-01  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



**Santa Clara Valley  
Transportation  
Authority**

3201 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1006  
 PH: 408-321-5986  
 FAX: 408-321-5980

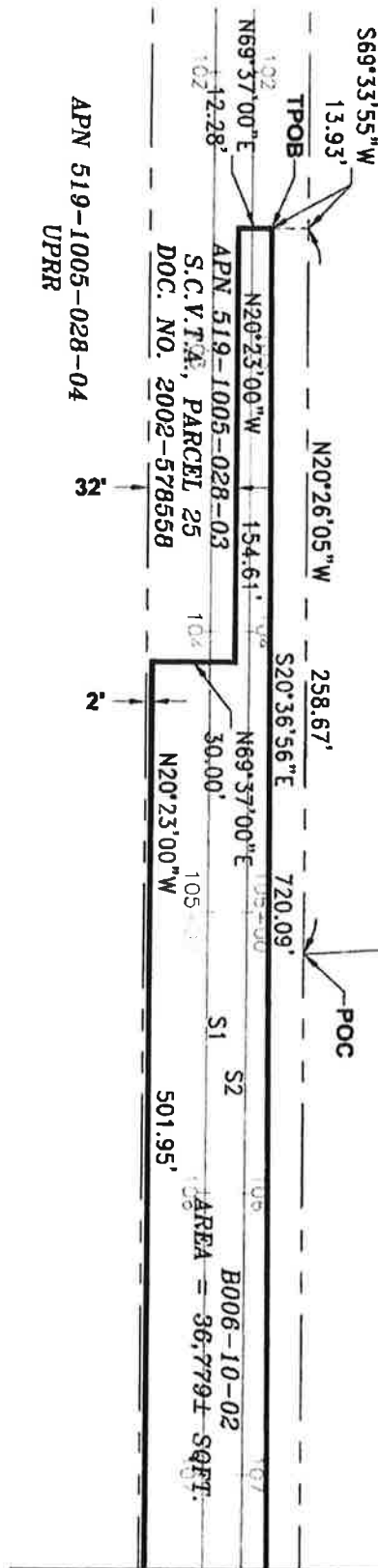
SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY
DATE: 11/21/19		SHEET: 7 OF 43



**WESTINGHOUSE DRIVE**

APN 519-1681-005  
LOT 8, TRACT 4464  
120 M 9

APN 519-1681-006-01  
LOT 7, TRACT 4464  
120 M 9

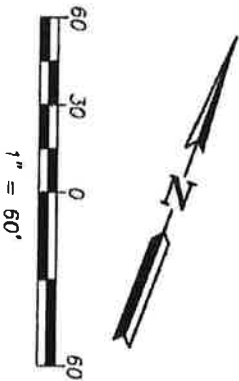


MATCHLINE - SEE SHEET 9 OF 43

**LEGEND:**

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- UPRR = UNION PACIFIC RAILROAD
- = LENGTH OF LINE NOT TO SCALE

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
B006-10-02  
APN 519-1005-028-03  
CITY OF FREMONT,  
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

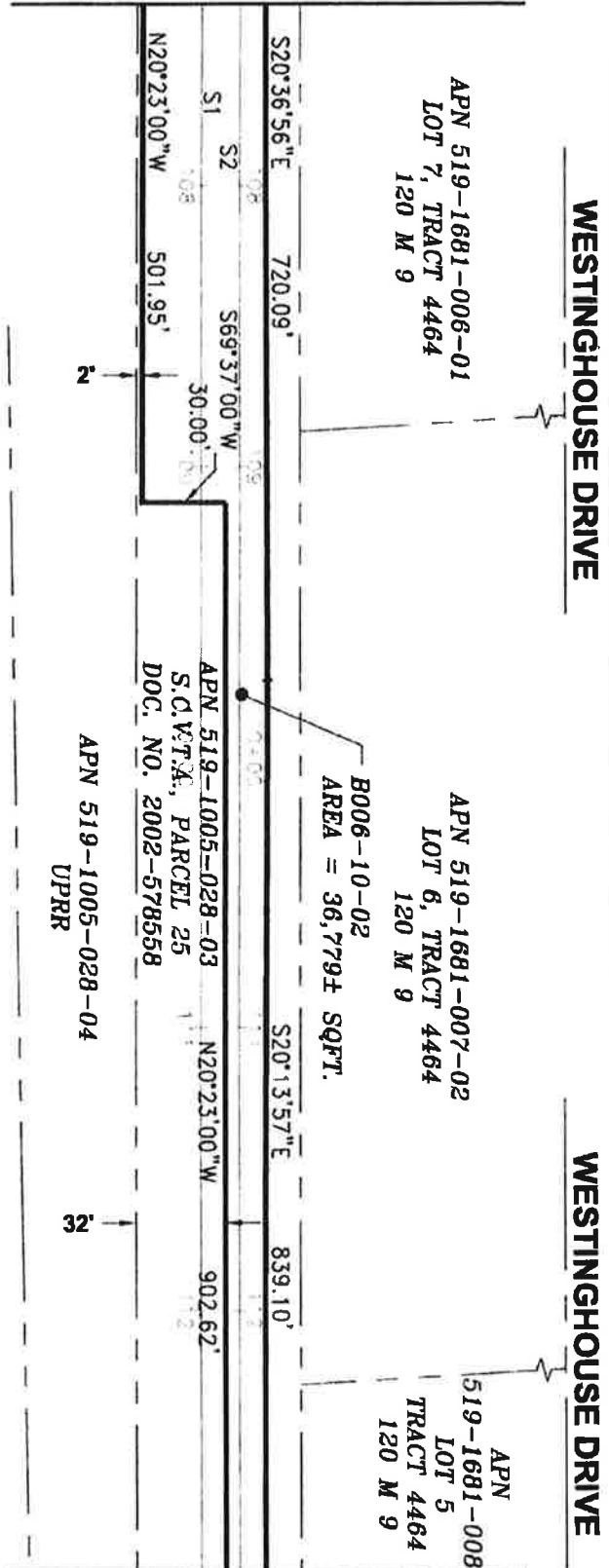


**Santa Clara Valley  
Transportation  
Authority**

3331 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95134-1908  
TEL: 408-271-5888  
FAX: 408-271-5880

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 8 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 8 OF 43

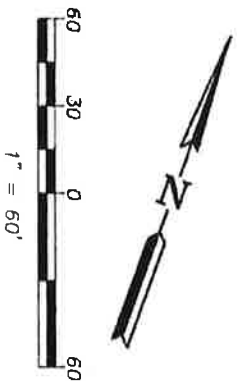


MATCHLINE - SEE SHEET 10 OF 43

**LEGEND:**

- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SOFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD
- = LENGTH OF LINE NOT TO SCALE

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



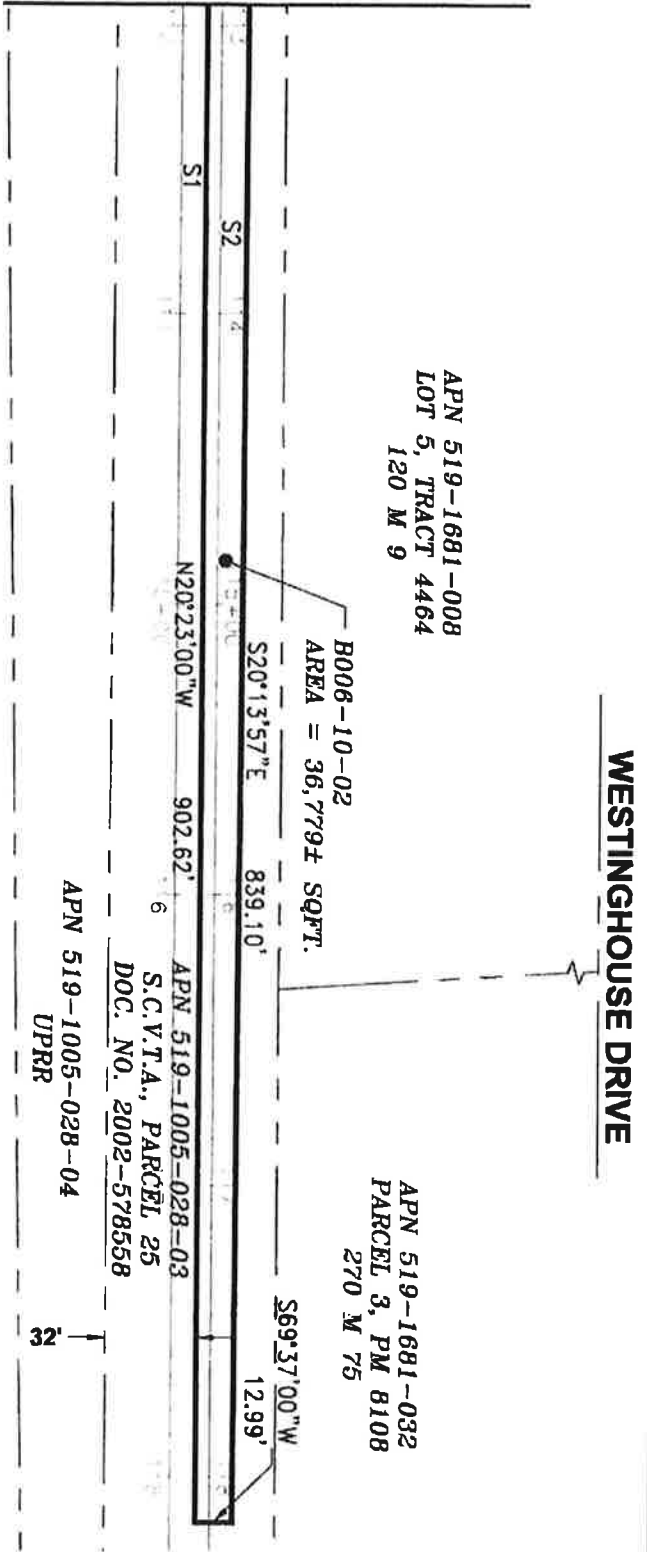
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-02**  
 APN 519-1005-028-03  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

**Santa Clara Valley  
 Transportation  
 Authority**

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1025  
 PH: 408-271-6886  
 FAX: 408-271-6890

SCALE: 1"=60'	Drawn By: H. BRASALL	Checked By: J. MACRORY	SHEET: 9 OF 43
DATE: 11/21/19			

**MATCHLINE - SEE SHEET 9 OF 43**



**LEGEND:**

- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD
- = LENGTH OF LINE NOT TO SCALE

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-02**  
 APN 519-1005-02B-03  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

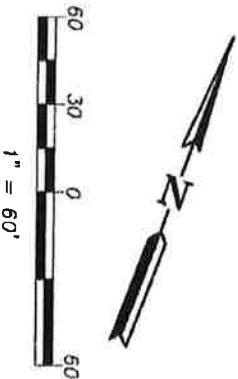
SCALE: 1"=60'  
 DATE: 11/21/19

Drawn By:  
 H. BRASALL

Checked By: SHEET:  
 J. MACRORY 10 OF 43



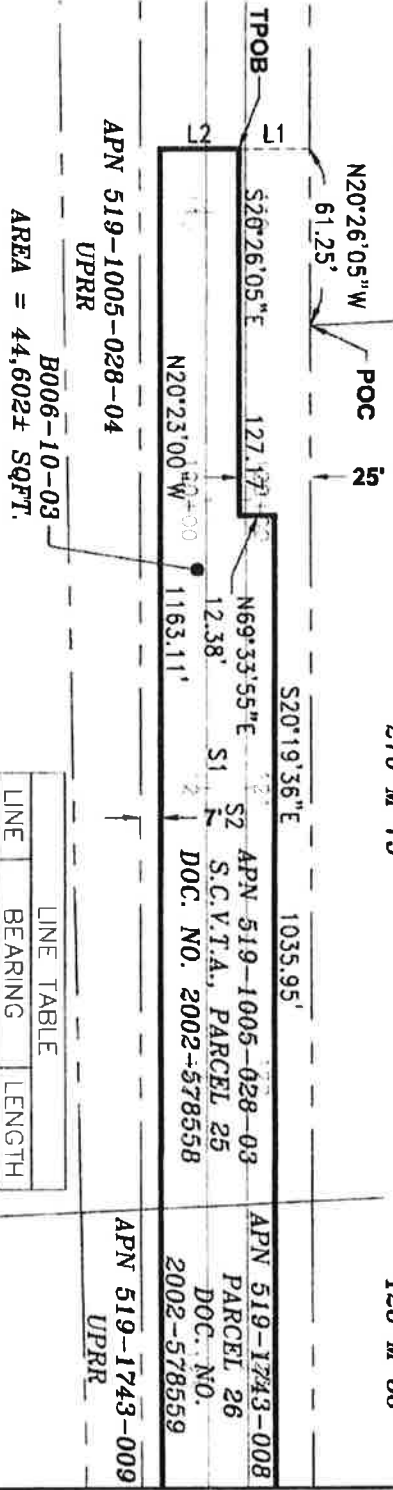
3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-5996  
 PH. 408-321-5885  
 FAX 408-321-5880



APN 519-1681-032  
PARCEL 3, PM 8108,  
270 M 75

APN 519-1681-030  
PARCEL 1, PM 8108,  
270 M 75

APN 519-1743-010  
PARCEL 1, PM 3623,  
128 M 88



AREA = 44,602± SQFT.

LINE	BEARING	LENGTH
L1	S69°33'55\"W	25.00'
L2	N69°37'00\"E	27.67'

**LEGEND:**

- PM = PARCEL MAP
- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- UPRR = UNION PACIFIC RAILROAD

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-03**  
 APN'S 519-1005-028-03, 519-1743-006 & 519-1743-008  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

MATCHLINE - SEE SHEET 12 OF 43

**Santa Clara Valley  
Transportation  
Authority**

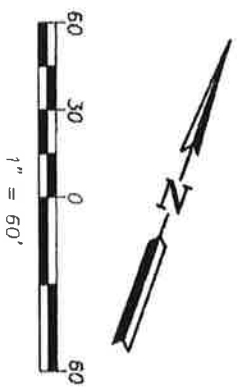
3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-321-5885  
 FAX: 408-321-5890

SCALE: 1"=60'  
DATE: 11/21/19

Drawn By:  
H. BRASALI

Checked By:  
J. MCCRORY

SHEET:  
11 OF 43



MATCHLINE - SEE SHEET 11 OF 43

APN 519-1743-010  
 PARCEL 1, PM 3623,  
 128 M 88

B006-10-03  
 AREA = 44,602± SQFT.

S20°19'36"E 1035.95'

APN 519-1743-008  
 PARCEL 26

DOC. NO. 2002-578559

APN 519-1743-009  
 UPRR

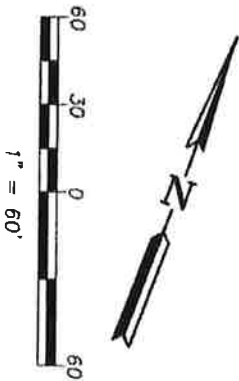
N20°23'00"W 1163.11'

MATCHLINE - SEE SHEET 13 OF 43

**LEGEND:**

- PM = PARCEL MAP
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SOFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD

ALL BEARINGS AND DISTANCES SHOWN HERE ARE  
 BASED ON THE NORTH AMERICAN DATUM OF 1983  
 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES  
 SHOWN ARE GRID DISTANCES. MULTIPLY GRID  
 DISTANCES BY 1.0005333 TO OBTAIN GROUND  
 LEVEL DISTANCES.



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-03**  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

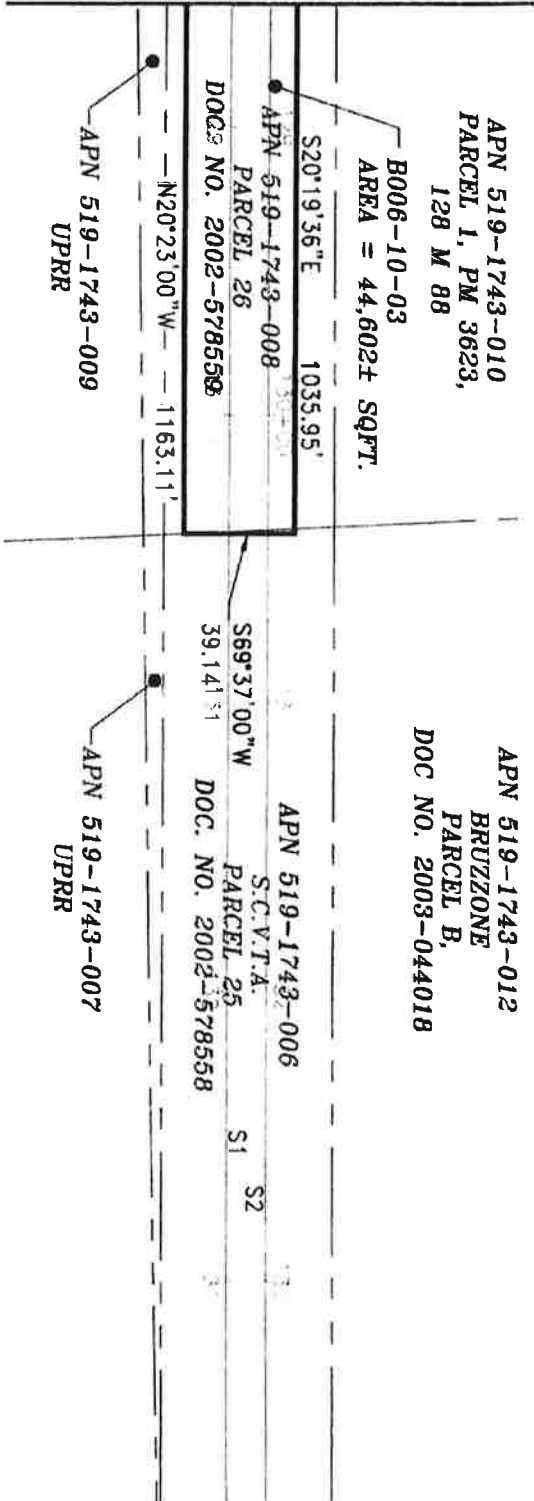
APN'S 519-1005-028-03, 519-1743-006 & 519-1743-008



3831 N. FIRST ST., BLDG. 4  
 SAN JOSE, CA 95134-1006  
 PH: 408-421-4888  
 FAX: 408-321-5880

SCALE: 1"=60'  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MCGORRY  
 SHEET: 12 OF 43

MATCHLINE - SEE SHEET 12 OF 43

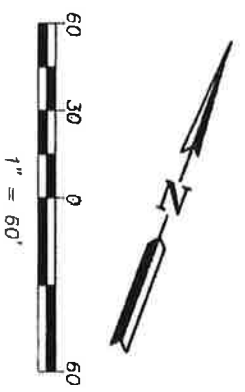



**LEGEND:**

- PM = PARCEL MAP
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-03**  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA  
 APN'S 519-1005-028-03, 519-1743-006 & 519-1743-008

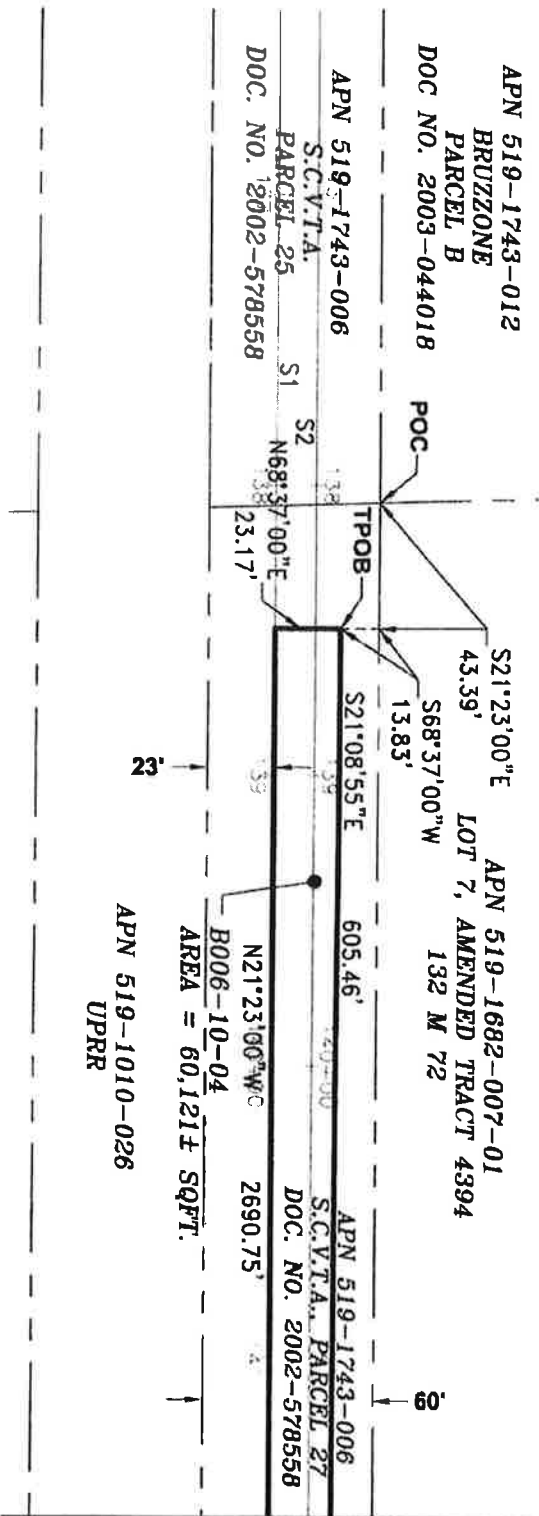




**Santa Clara Valley  
Transportation  
Authority**

3331 N FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-371-5886  
 FAX: 408-371-5890

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY
DATE: 11/21/19		SHEET: 13 OF 43



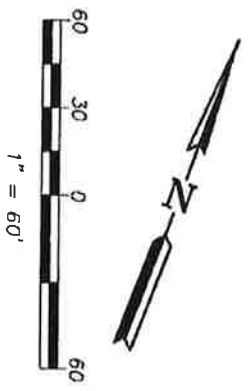
MATCHLINE - SEE SHEET 15 OF 43

**LEGEND:**

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- UPRR = UNION PACIFIC RAILROAD

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

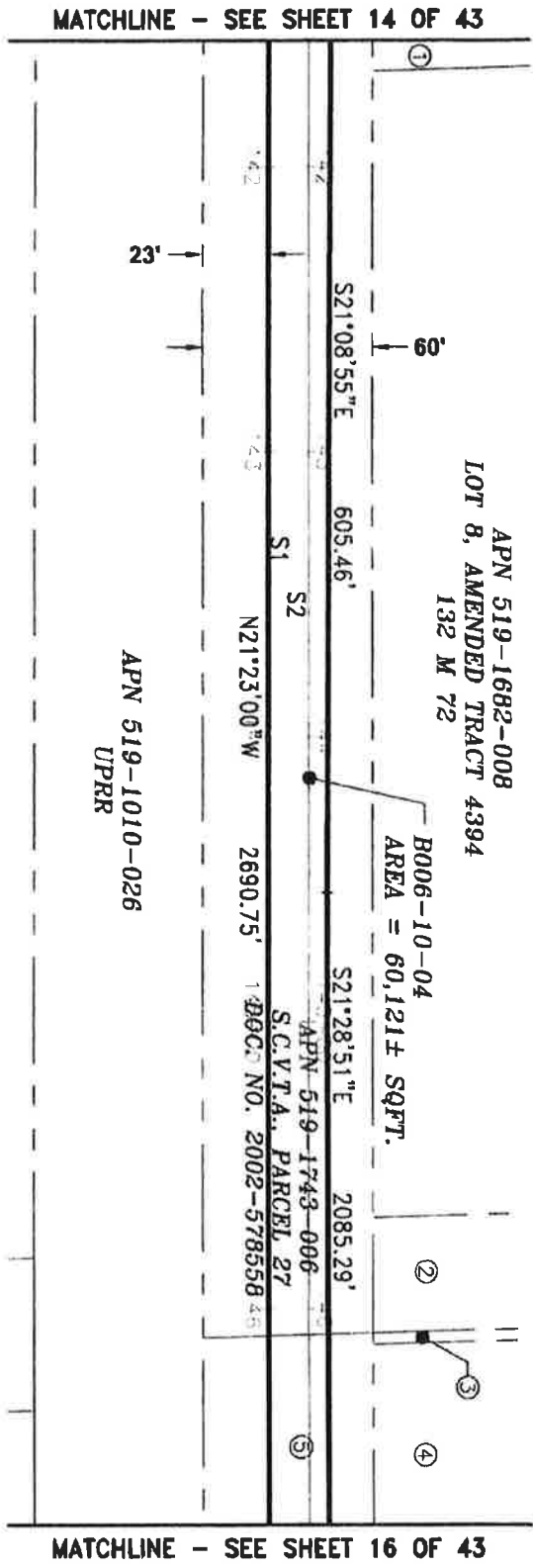
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-04**  
 APN'S 519-1010-030 & 519-1743-006  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



**Santa Clara Valley  
Transportation  
Authority**

3331 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95134-1906  
PH: 408-321-5886  
FAX: 408-321-5890

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MCCORRY	SHEET: 14 OF 43
DATE: 11/21/19			



**LEGEND:**

A.C.F.C. & W.C.D. = ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
 S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET  
 UPRR = UNION PACIFIC RAILROAD

**NOTES:**

- ① INDICATES APN 519-1682-007-01, LOT 7, AMENDED TRACT 4394, 132 M 72.
- ② INDICATES APN 519-1682-014, A.C.F.C. & W.C.D.
- ③ INDICATES APN 519-1010-010-03, A.C.F.C. & W.C.D.
- ④ INDICATES APN 519-1010-134, PARCEL 1, PM 5632, 200 M 79.
- ⑤ INDICATES APN 519-1010-030, S.C.V.T.A., PARCEL 28, DOC. NO. 2002-578558.

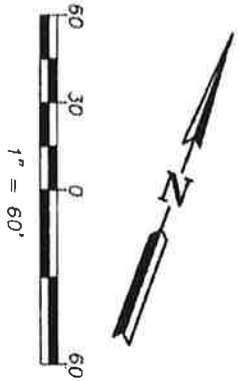
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-04**  
 APN'S 519-1010-030 & 519-1743-006  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

**Santa Clara Valley  
Transportation  
Authority**

3331 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95134-1905  
PH. 408-321-5885  
FAX 408-321-5990

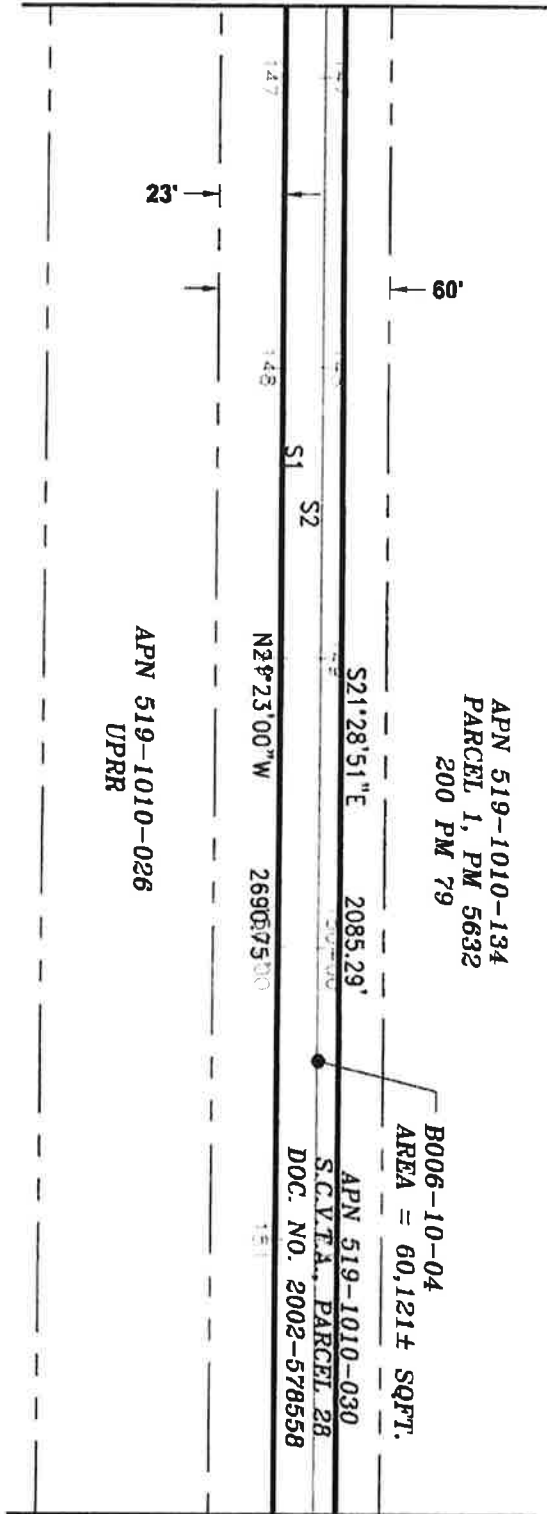
SCALE: 1"=60'	Drawn By: H. BRASALL	Checked By: J. MACRORY	SHEET: 15 OF 43
DATE: 11/21/19			

ALL BEARINGS AND DISTANCES SHOWN HERE ARE  
 BASED ON THE NORTH AMERICAN DATUM OF 1983  
 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES  
 SHOWN ARE GRID DISTANCES. MULTIPLY GRID  
 DISTANCES BY 1.00005333 TO OBTAIN GROUND  
 LEVEL DISTANCES.





MATCHLINE - SEE SHEET 15 OF 43



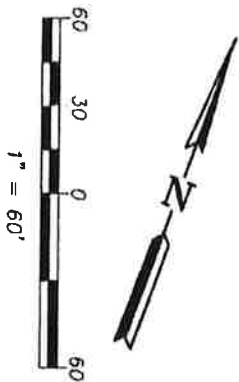
MATCHLINE - SEE SHEET 17 OF 43

**LEGEND:**

- PM = PARCEL MAP
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SOFT = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD

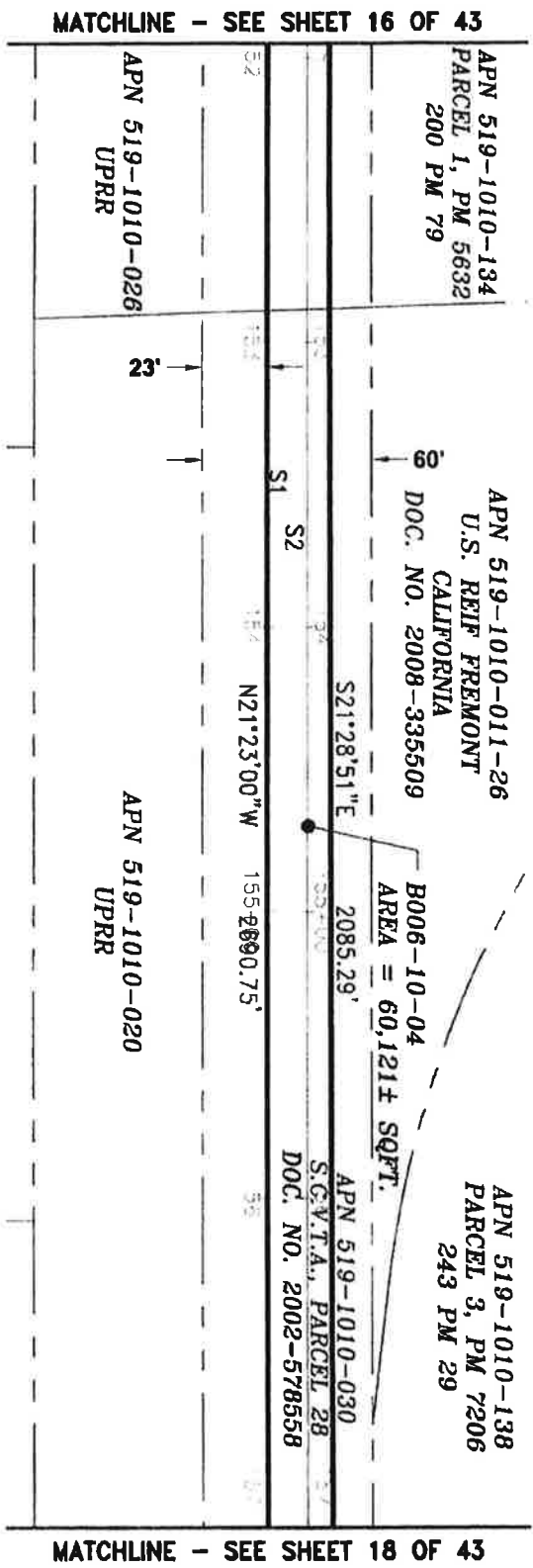
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-04**  
 APN'S 519-1010-030 & 519-1743-006  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



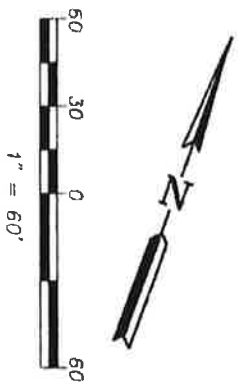
3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-271-5886  
 FAX: 408-271-5880

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 16 OF 43
DATE: 11/21/19			



**LEGEND:**

- PM = PARCEL MAP
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD



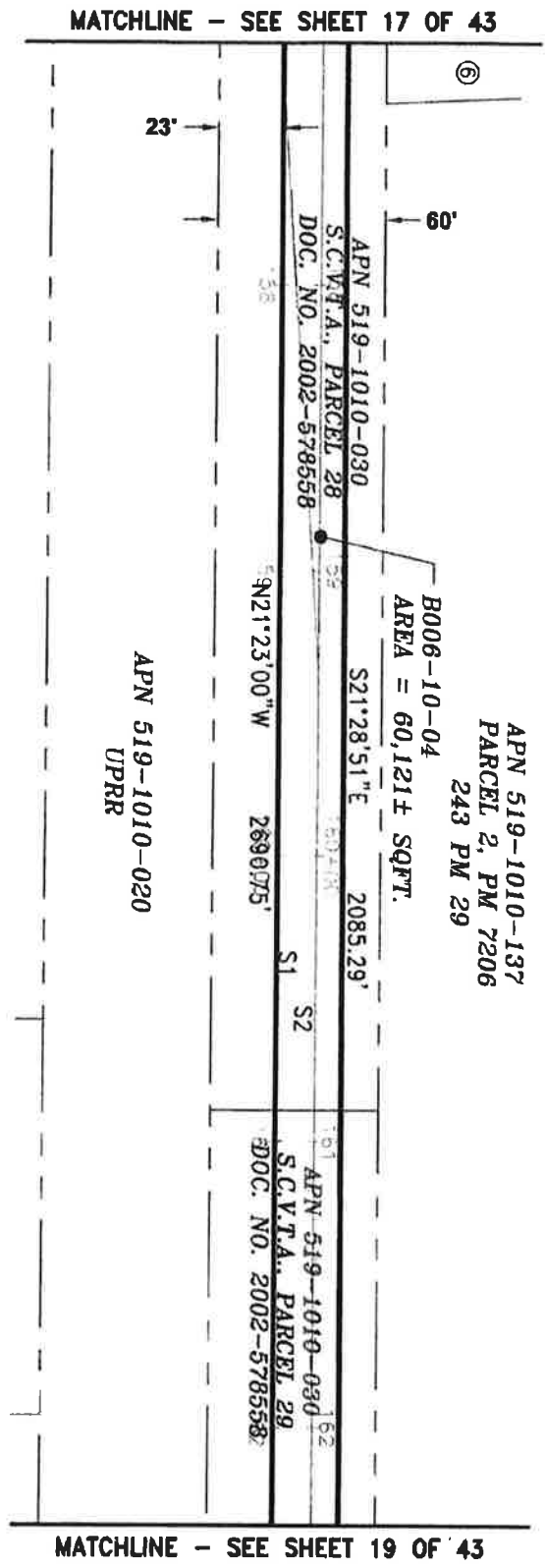
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-04**  
 APN'S 519-1010-030 & 519-1743-006  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

**Santa Clara Valley  
Transportation  
Authority**

3331 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95134-1906  
PH: 408-271-5866  
FAX: 408-271-5860

SCALE: 1" = 60'	Drawn By: H. BRASALI	Checked By: J. MCGORRY	SHEET: 17 OF 43
DATE: 11/21/19			



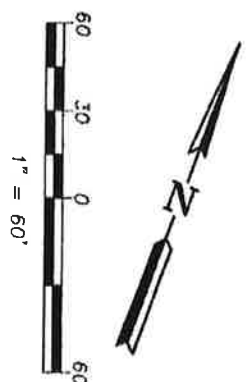
**LEGEND:**

- PM = PARCEL MAP
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD

**NOTES:**

- ⑥ INDICATES APN 519-1010-138, PARCEL 3, PM 7206, 243 M 29.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-04**  
 APN'S 519-1010-030 & 519-1743-006  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

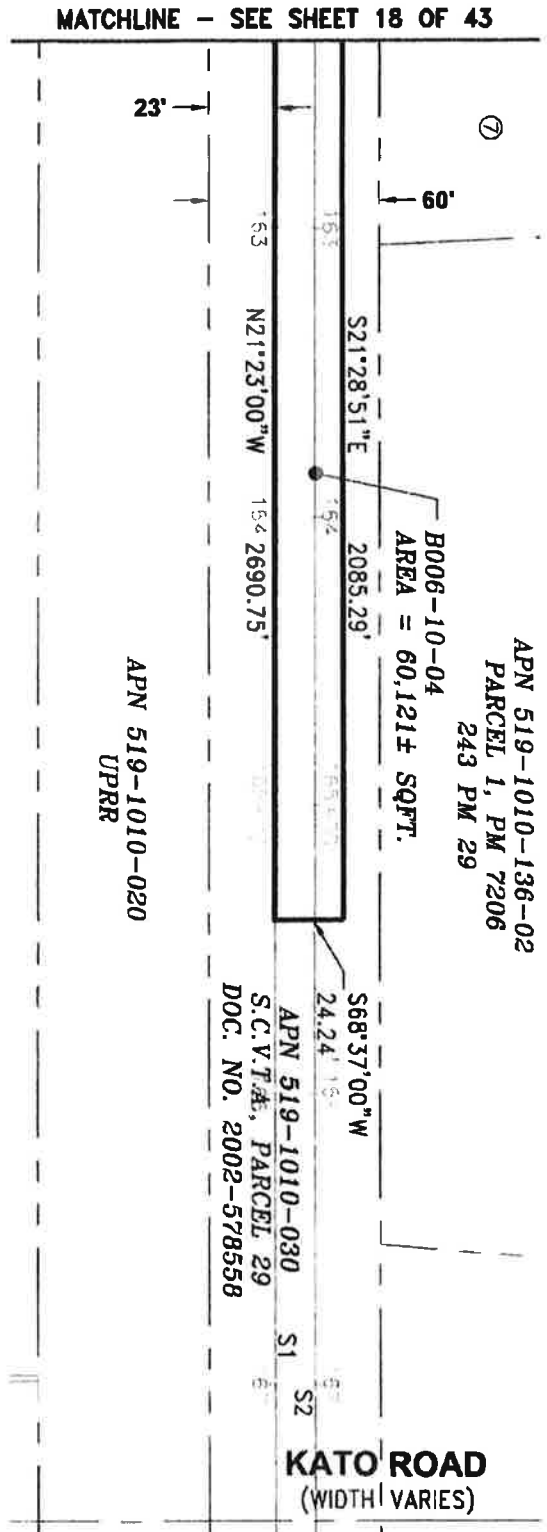


ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95131-1906  
 TEL: 408-521-5886  
 FAX: 408-521-5880

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 18 OF 43
DATE: 11/21/19			



**LEGEND:**

PM = PARCEL MAP  
 S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET  
 UPRR = UNION PACIFIC RAILROAD

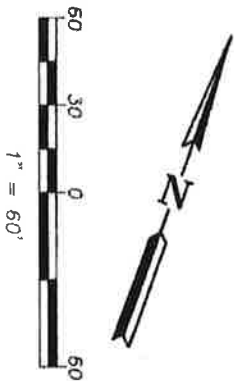
**NOTES:**

⑦ INDICATES APN 519-1010-137, PARCEL 2, PM 7206, 243 M 29.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-04**  
 APN'S 519-1010-030 & 519-1743-006  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

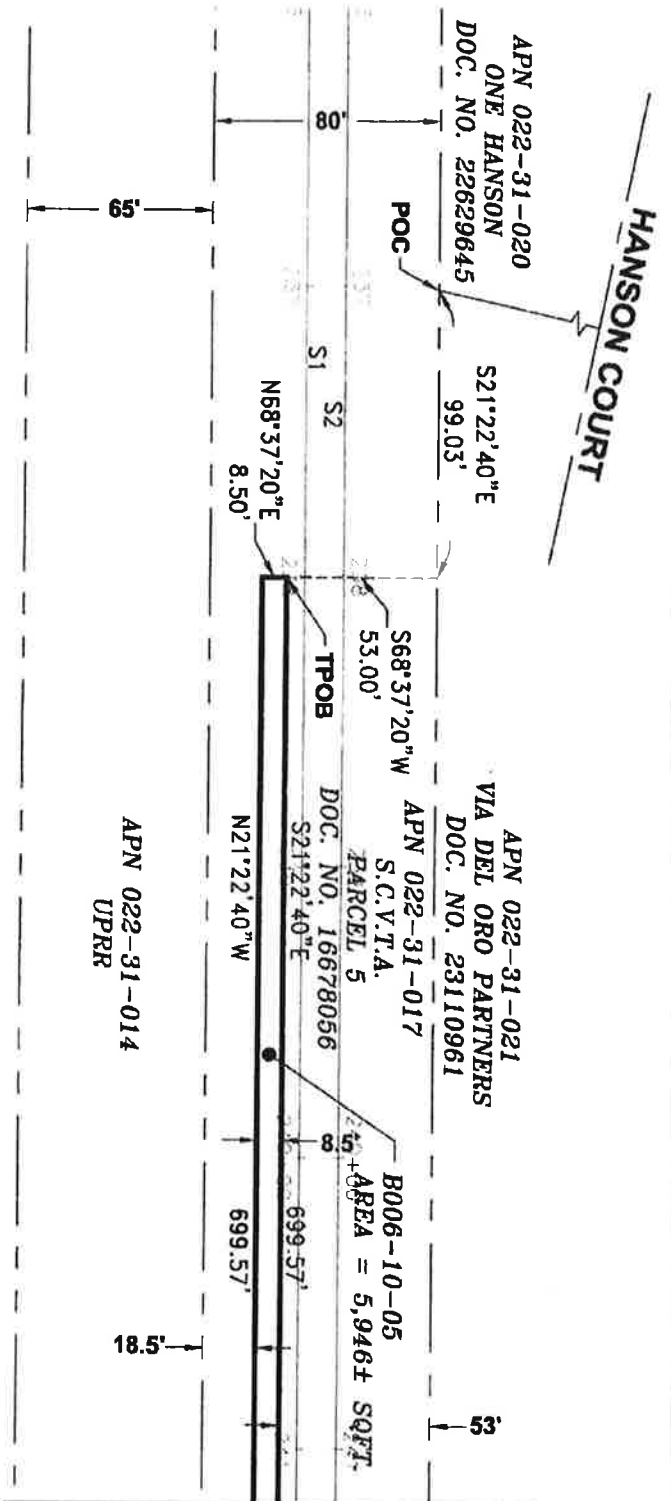


ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



SCALE: 1"=60'	Drawn By: H. BRASALL	Checked By: J. MACRORY	SHEET: 19 OF 43
DATE: 11/21/19			

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1905  
 PH: 408-321-5285  
 FAX: 408-321-5990

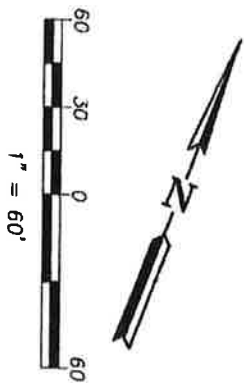


MATCHLINE - SEE SHEET 21 OF 43

**LEGEND:**

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- UPRR = UNION PACIFIC RAILROAD
- V- = LENGTH OF LINE NOT TO SCALE

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



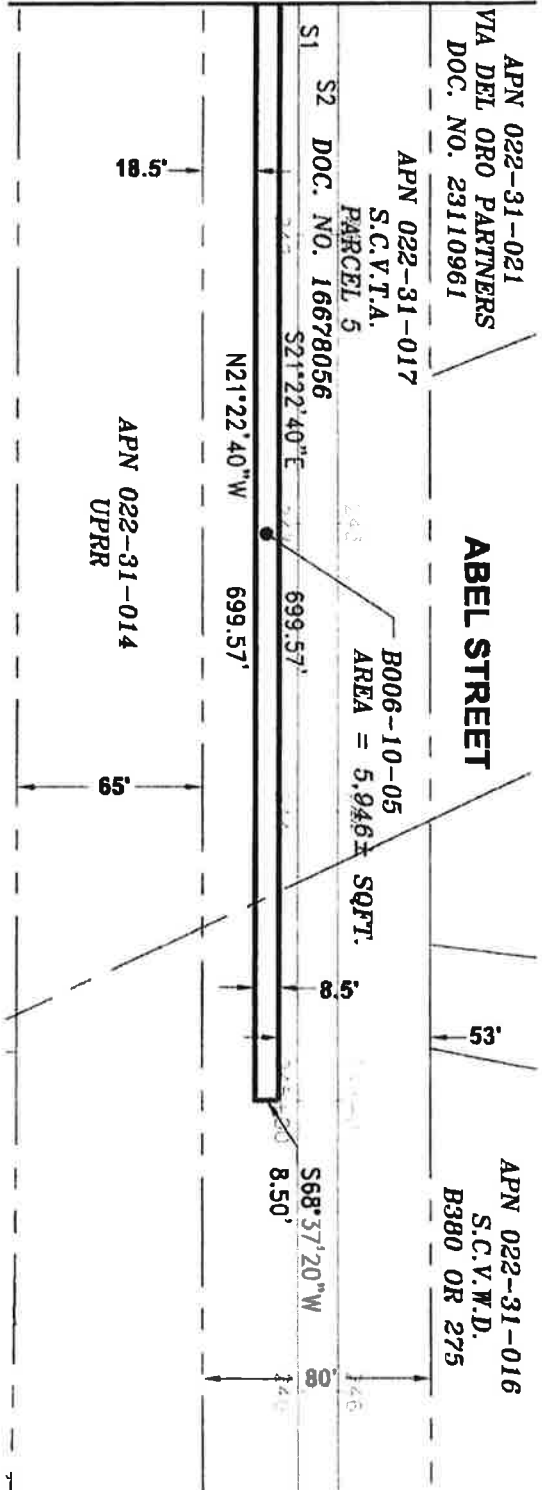
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-05**  
 APN 022-31-017  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



SCALE: 1" = 60'  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MACRORY  
 SHEET: 20 OF 43

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-271-5886  
 FAX: 408-271-6890

MATCHLINE - SEE SHEET 20 OF 43



**LEGEND:**

- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- S.C.V.W.D. = SANTA CLARA VALLEY WATER DISTRICT
- UPRR = UNION PACIFIC RAILROAD
- SQFT. = SQUARE FEET

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-05**  
 APN 022-31-017  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

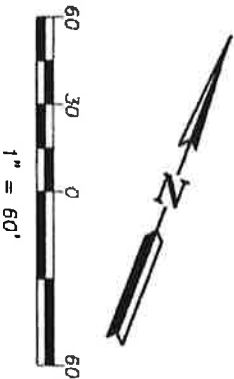


SCALE: 1"=60'  
 DATE: 11/21/19

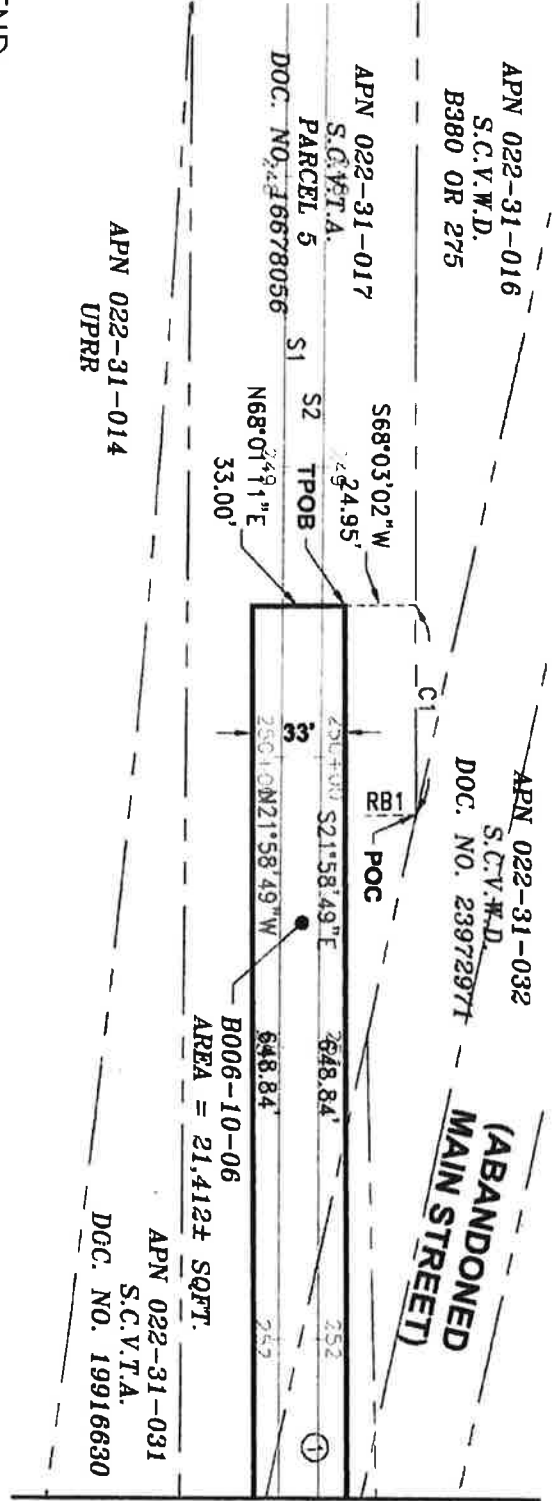
Drawn By:  
 H. BRASALI

Checked By:  
 J. MCKORY

SHEET:  
 21 OF 43



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1905  
 PH: 408-321-5995  
 FAX: 408-321-5990



**LEGEND:**

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- S.C.V.W.D. = SANTA CLARA VALLEY WATER DISTRICT
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- UPRR = UNION PACIFIC RAILROAD

**NOTES:**

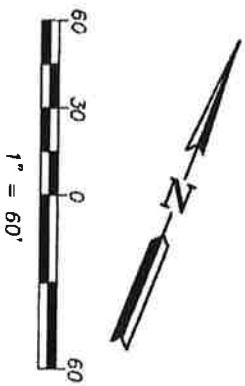
- ① INDICATES APN 022-31-017, S.C.V.T.A., DOC. NO. 204441069

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-06**  
 APN'S 022-31-017 & 028-23-019  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	11418.58'	0°21'47"	72.33'

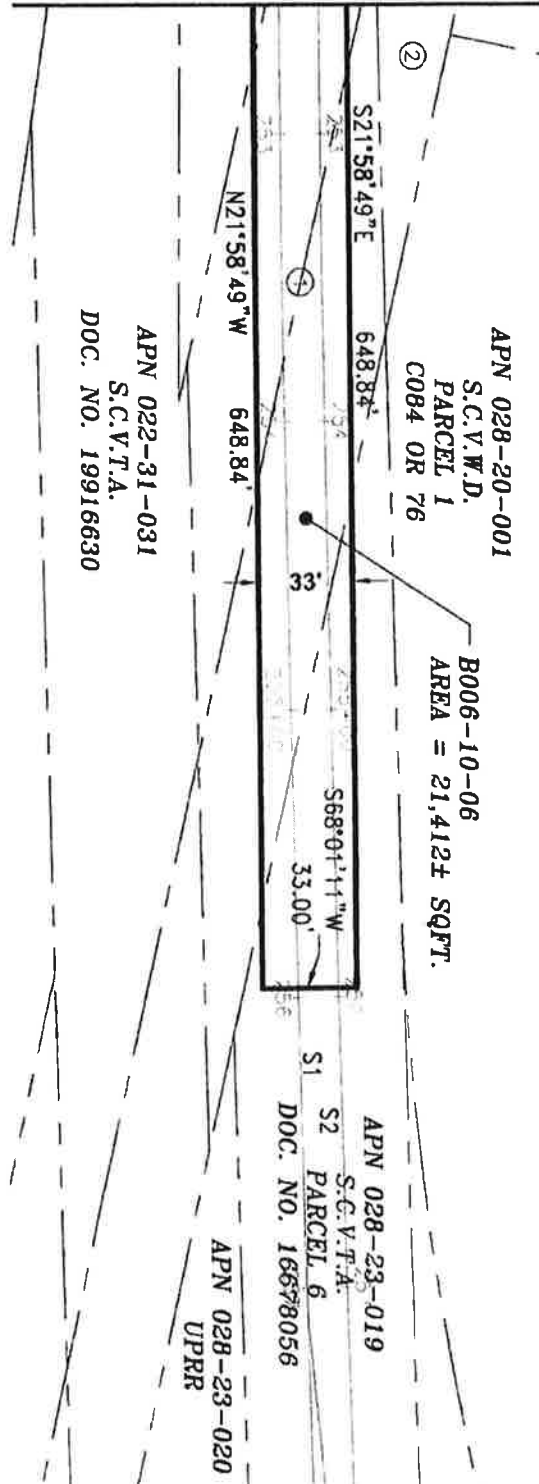
RADIAL BEARING TABLE	
LINE	BEARING
RB1	S67°41'15"W



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-321-5886  
 FAX: 408-321-5890

SCALE: 1"=60'  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MACRORY  
 SHEET: 22 OF 43

MATCHLINE - SEE SHEET 22 OF 43



**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 S.C.V.W.D. = SANTA CLARA VALLEY WATER DISTRICT  
 SQFT. = SQUARE FEET  
 UPRR = UNION PACIFIC RAILROAD

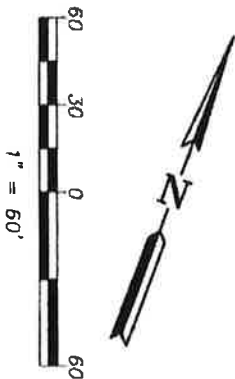
**NOTES:**

- ① INDICATES APN 022-31-017, S.C.V.T.A., DOC. NO. 20441069
- ② INDICATES APN 022-31-032, S.C.V.W.D., DOC. NO. 23972971

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-06**  
 APN'S 022-31-017 & 028-23-019  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

**B006-10-06**  
 AREA = 21,412± SQFT.



333 1 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-327-4586  
 FAX: 408-327-5890

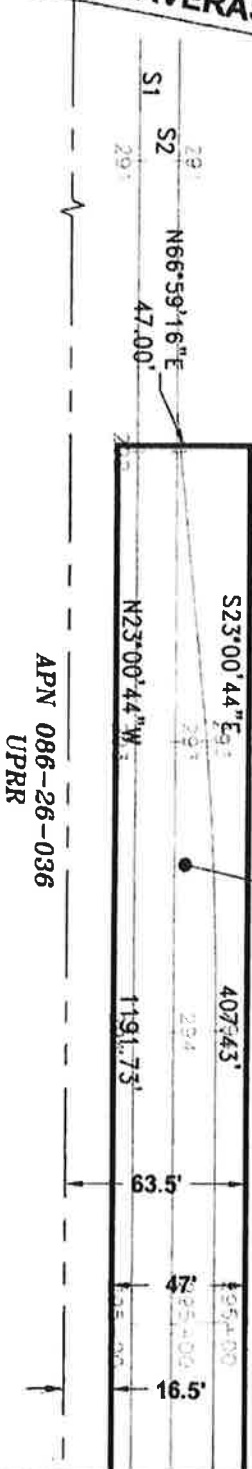
SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 23 OF 43
DATE: 11/21/19			



**STATE ROUTE 237  
EAST CALAVERAS BOULEVARD**

APN 086-26-037  
S.C.V.T.A.  
PARCEL 10  
DOC. NO. 16678056

B006-10-07  
AREA = 56,011± SQFT.



APN 086-26-036  
UPRR

MATCHLINE - SEE SHEET 25 OF 43

**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

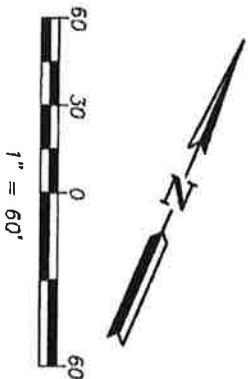
SQFT. = SQUARE FEET

— = LENGTH OF LINE NOT TO SCALE

**NOTE:**

- ① INDICATES APN 086-26-037, S.C.V.T.A., PARCEL 9, DOC. NO. 16678056.

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-07**  
 APN 086-26-037  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



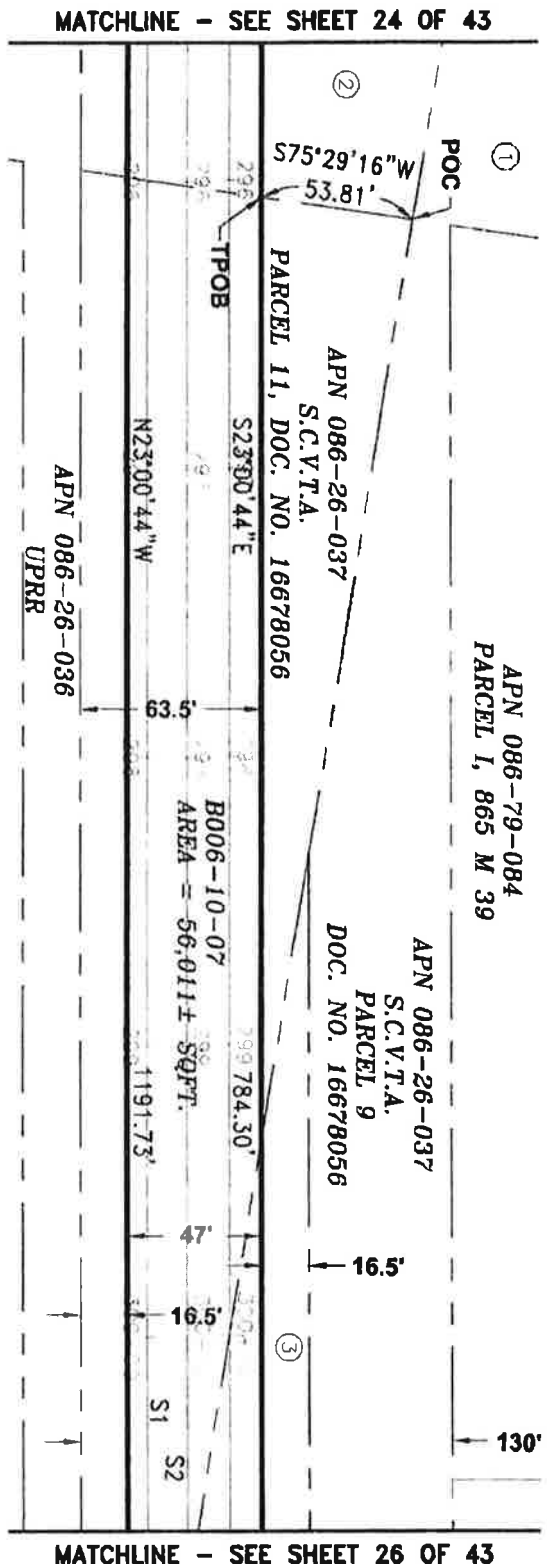
SCALE: 1" = 60'  
DATE: 11/21/19

Drawn By:  
H. BRASALI

Checked By:  
J. MCCRORY

SHEET:  
24 OF 43

3331 N. FIRST ST., BLDG. A  
SANTA CLARA, CA 95051-1906  
PH: 408-371-5986  
FAX: 408-371-5990



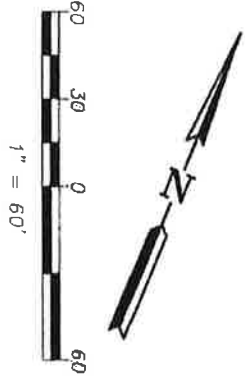
**LEGEND:**

POC = POINT OF COMMENCEMENT  
 S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET  
 TPOB = TRUE POINT OF BEGINNING


**NOTES:**

- ① INDICATES APN 086-26-037, S.C.V.T.A., PARCEL 9, DOC. NO. 16678056.
- ② INDICATES APN 086-26-037, S.C.V.T.A., PARCEL 10, DOC. NO. 16678056.
- ③ INDICATES APN 086-26-037, S.C.V.T.A., PARCEL 12, DOC. NO. 16678056.

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



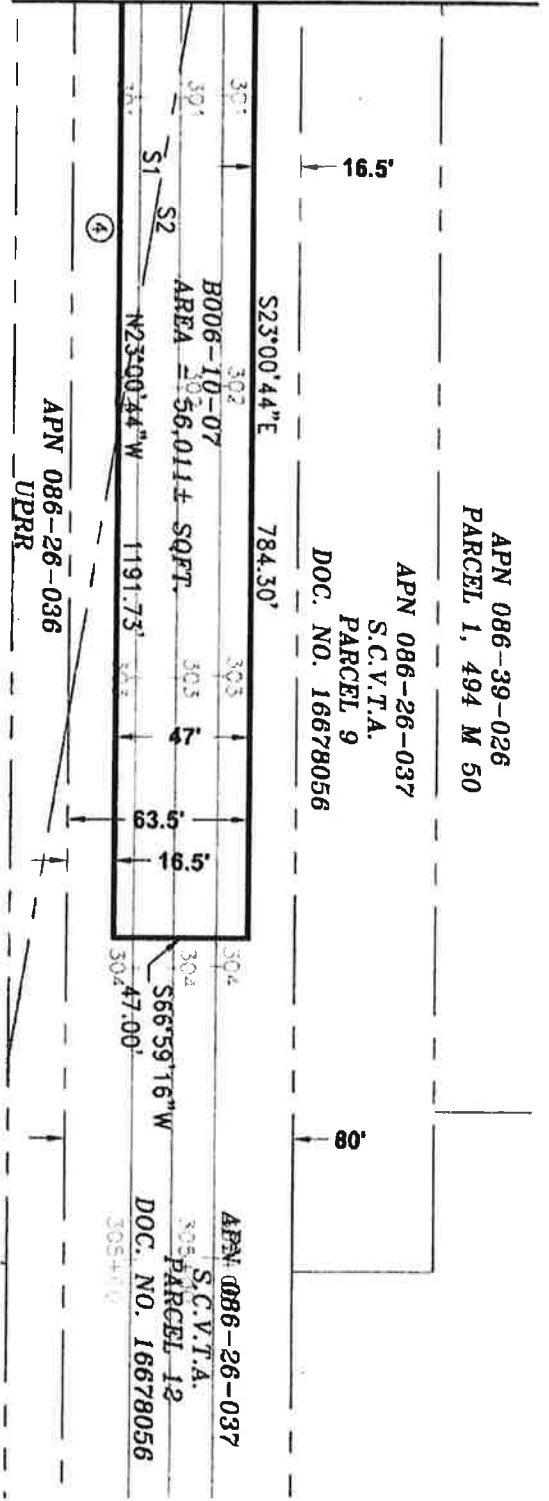
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-07**  
 APN 086-26-037  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH. 408-321-5696  
 FAX 408-321-5890

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 25 OF 43
DATE: 11/21/19			

**MATCHLINE - SEE SHEET 25 OF 43**



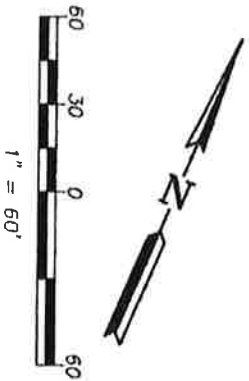
**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

**NOTE:**

- ④ INDICATES APN 086-26-037, S.C.V.T.A., PARCEL 11, DOC. NO. 16678056.

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.000005333 TO OBTAIN GROUND LEVEL DISTANCES.

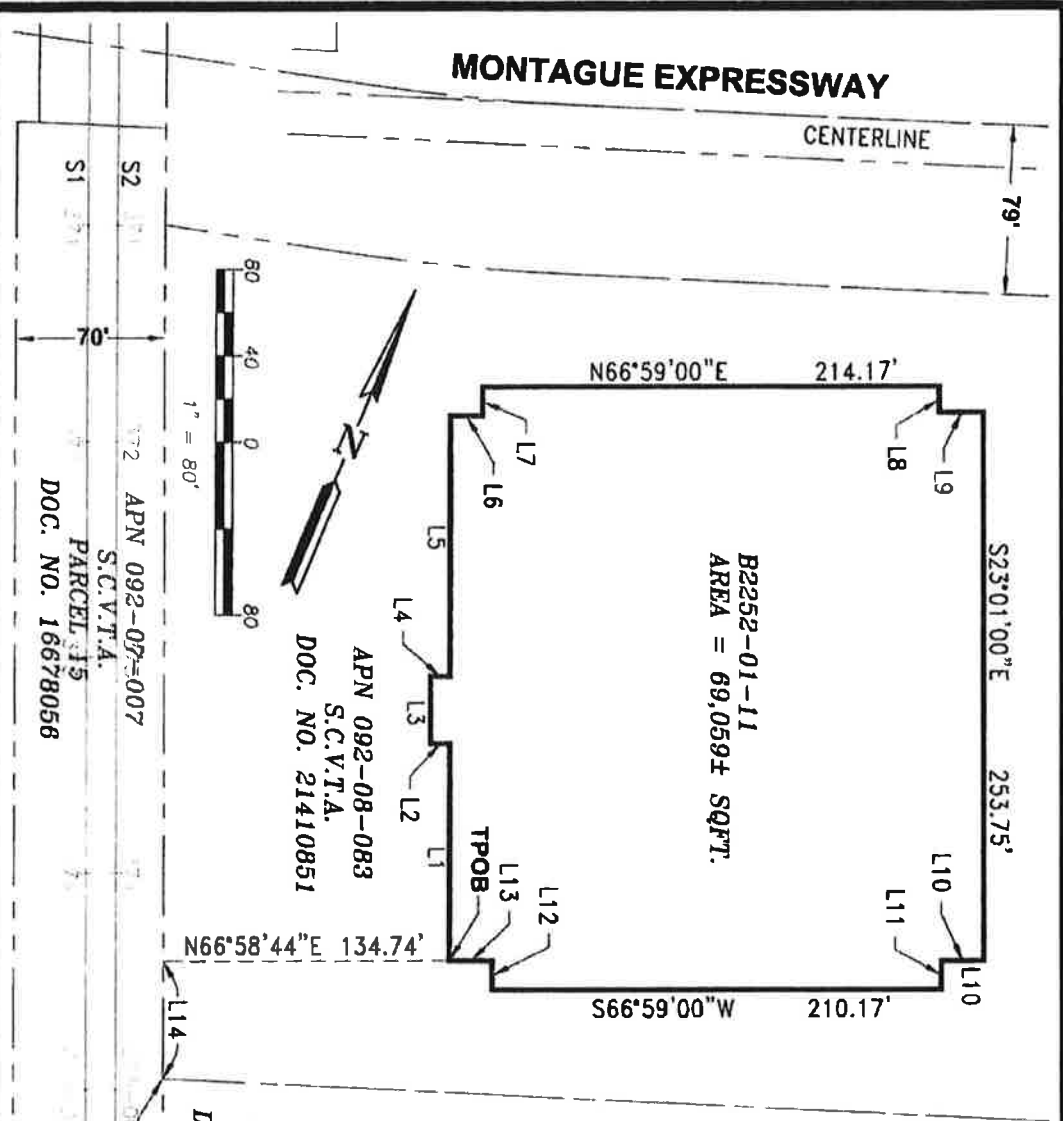


PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-07**  
**APN 086-26-037**  
 CITY OF MILPITAS  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH. 408-371-5866  
 FAX 408-371-5880

SCALE: 1"=60'  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MCCRORY  
 SHEET: 26 OF 43



**LEGEND:**

POC = POINT OF COMMENCEMENT  
S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
SQFT. = SQUARE FEET  
TPOB = TRUE POINT OF BEGINNING

**LINE TABLE**

LINE	BEARING	LENGTH
L1	N23°01'00"W	100.60'
L2	S66°59'00"W	9.25'
L3	N23°01'00"W	31.17'
L4	N66°59'00"E	9.25'
L5	N23°01'00"W	120.67'
L6	N66°59'00"E	15.17'
L7	N23°01'00"W	13.17'
L8	S23°01'00"E	12.08'
L9	N66°59'00"E	20.67'
L10	S66°59'00"W	19.92'
L11	S23°01'00"E	13.17'
L12	N23°01'00"W	13.40'
L13	S66°59'00"W	19.92'
L14	N23°01'16"W	54.16'

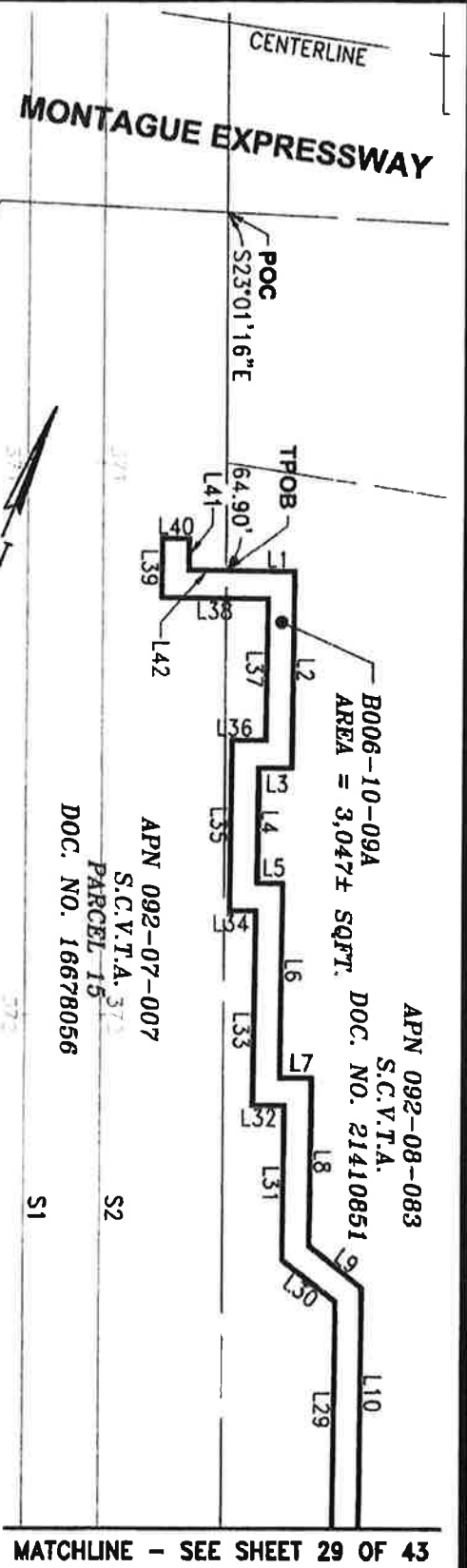
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
B2252-01-11  
APN 092-08-083  
CITY OF MILPITAS,  
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3931 N. FIRST ST., SUITE A  
SAN JOSE, CA 95134-1505  
PH: 408-271-5800  
FAX: 408-271-5850

SCALE: 1" = 80'  
DATE: \_\_\_\_\_  
Drawn By: H. BRASALI  
Checked By: J. MCCRORY  
SHEET: 27 OF 43

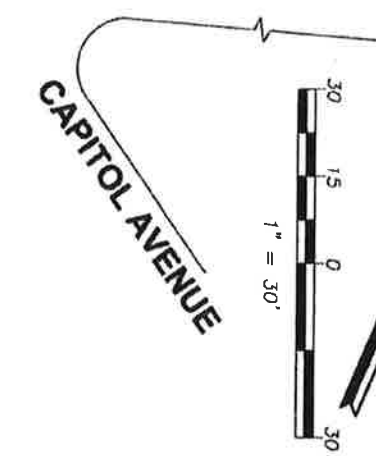


B006-10-09A  
AREA = 3,047± SQFT.

APN 092-07-007  
S.C.V.T.A. 373  
PARCEL 15  
DOC. NO. 16678056

APN 092-08-083  
S.C.V.T.A.  
DOC. NO. 21410851

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005353 TO OBTAIN GROUND LEVEL DISTANCES.



LINE	BEARING	LENGTH
L1	N67°37'09"E	12.87'
L2	S22°22'51"E	35.63'
L3	S67°37'09"W	6.21'
L4	S22°22'51"E	20.92'
L5	N67°37'09"E	4.89'
L6	S22°22'51"E	35.15'
L7	N67°37'09"E	5.94'
L8	S22°22'51"E	30.29'
L9	S76°00'50"E	12.48'
L10	S22°22'51"E	136.85'
L29	N22°22'51"W	129.32'
L30	N76°00'50"W	12.48'

LINE	BEARING	LENGTH
L31	N22°22'51"W	27.81'
L32	S67°37'09"W	5.94'
L33	N22°22'51"W	35.15'
L34	S67°37'09"W	4.89'
L35	N22°22'51"W	30.92'
L36	N67°37'09"E	6.21'
L37	N22°22'51"W	25.63'
L38	S67°37'09"W	19.74'
L39	N22°22'51"W	10.77'
L40	N67°37'09"E	5.00'
L41	S22°22'51"E	5.77'
L42	N67°37'09"E	6.87'

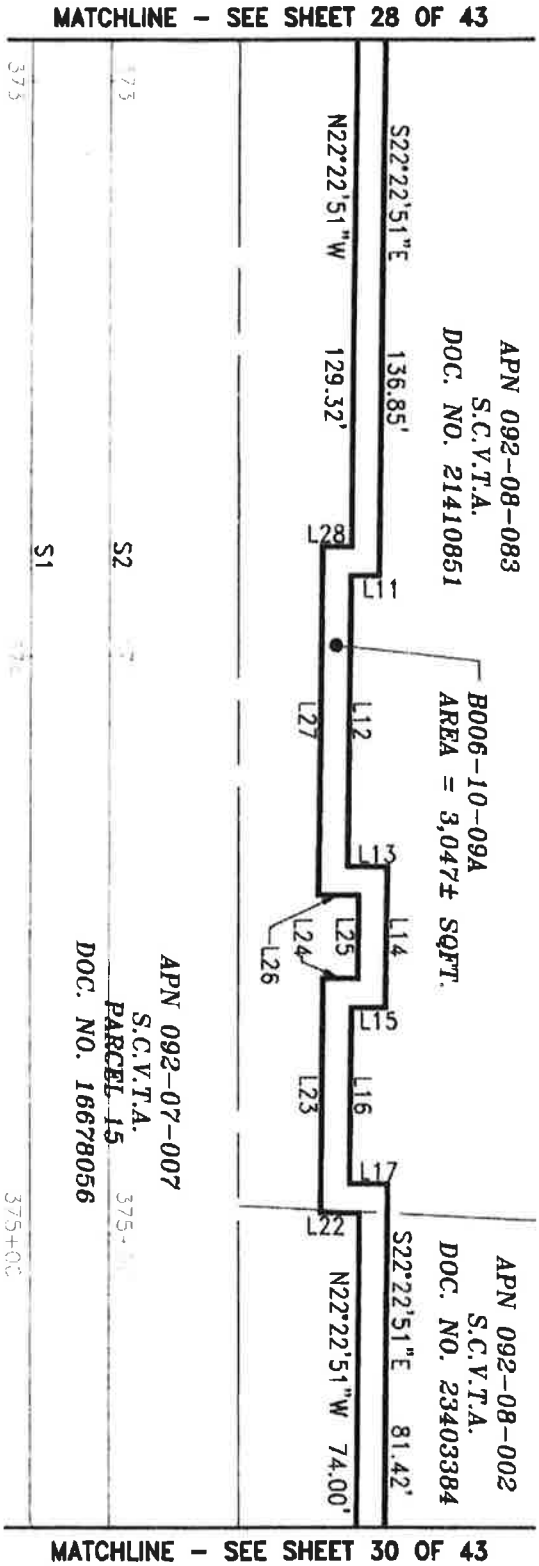
**LEGEND:**  
 POC = POINT OF COMMENCEMENT  
 (R) = RADIAL BEARING  
 S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SOFT = SQUARE FEET  
 TFOB = TRUE POINT OF BEGINNING  
 ~ = LENGTH OF LINE NOT TO SCALE

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B006-10-09A  
 APN'S 092-07-007, 092-08-002 & 092-08-083  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

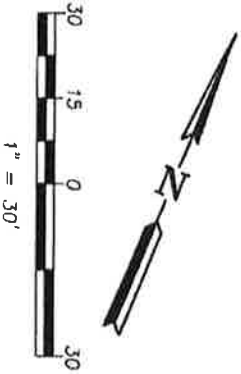


3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1966  
 PH: 408-321-5886  
 FAX: 408-321-5880

SCALE: 1" = 30'  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MACRORY  
 SHEET: 28 OF 43



**LEGEND:**  
S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
SQFT. = SQUARE FEET



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

LINE	BEARING	LENGTH
L11	S67°37'09"W	5.02'
L12	S22°22'51"E	50.52'
L13	N67°37'09"E	7.00'
L14	S22°22'51"E	24.40'
L15	S67°37'09"W	6.08'
L16	S22°22'51"E	30.42'
L17	N67°37'09"E	6.75'

LINE	BEARING	LENGTH
L22	S67°37'09"W	6.75'
L23	N22°22'51"W	40.42'
L24	N67°37'09"E	6.08'
L25	N22°22'51"W	14.40'
L26	S67°37'09"W	7.00'
L27	N22°22'51"W	60.52'
L28	N67°37'09"E	5.02'

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-09A**  
CITY OF MILPITAS,  
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

**APN'S 092-07-007, 092-08-002 & 092-08-083**

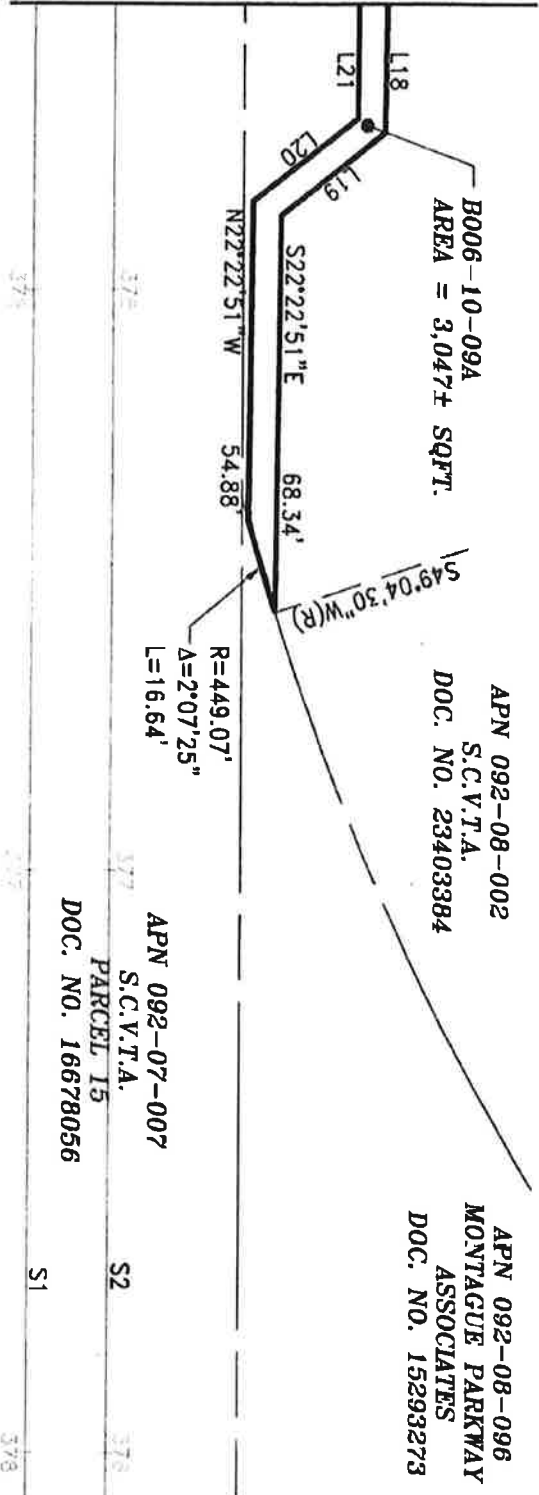


3331 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95134-1904  
TEL: 408-271-5885  
FAX: 408-271-5880

SCALE: 1" = 30'  
DATE: 11/21/19

Drawn By:	H. BRASALI	Checked By:	J. MACRORY	SHEET:
				29 OF 43

MATCHLINE - SEE SHEET 29 OF 43

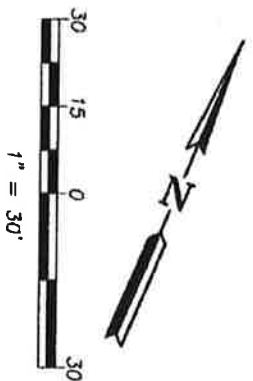


**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

LINE	BEARING	LENGTH
L18	S22°22'51"E	81.42'
L19	S29°14'57"W	23.42'
L20	N29°14'57"E	23.42'
L21	N22°22'51"W	74.00'

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



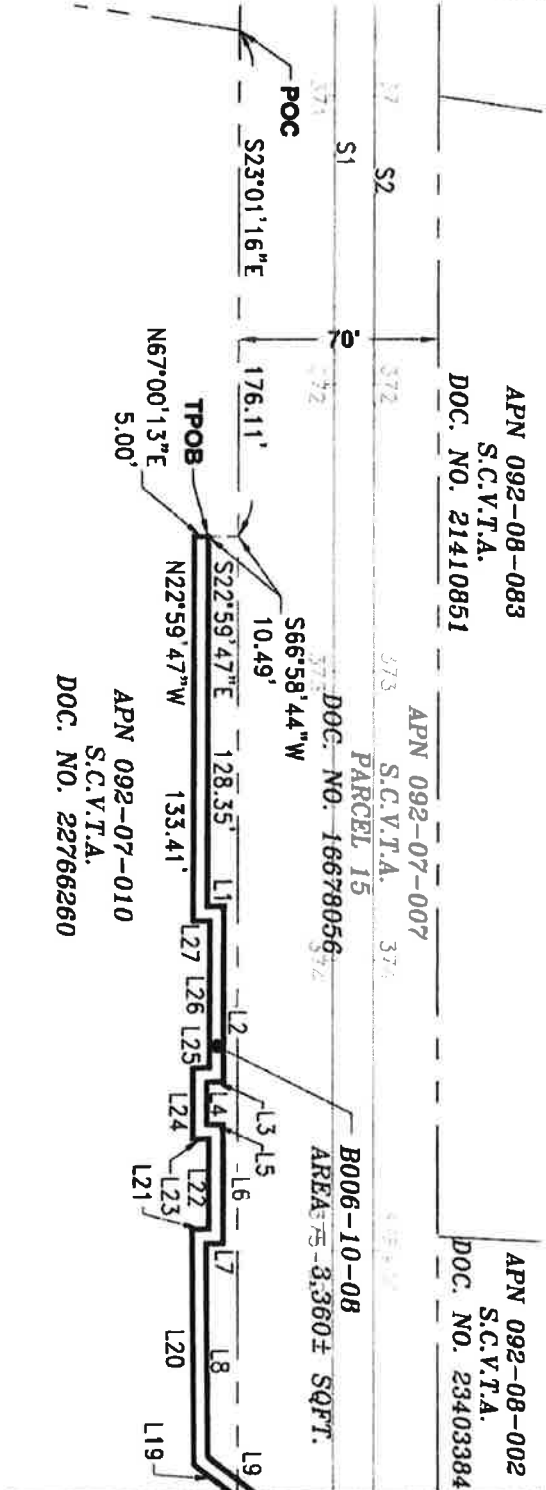
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-09A**  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA  
 APN'S 092-07-007, 092-08-002 & 092-08-083

**Santa Clara Valley  
Transportation  
Authority**

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1965  
 PH: 408-321-5985  
 FAX: 408-321-5990

SCALE: 1" = 30'	Drawn By: H. BRASALI	Checked By: J. MCCRORY	SHEET: 30 OF 43
DATE: 11/21/19			

# MONTAGUE EXPRESSWAY



MATCHLINE - SEE SHEET 32 OF 43

## LEGEND:

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQ.FT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING

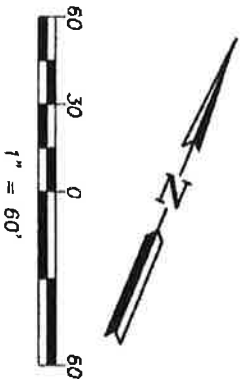
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

SEE LINE TABLE ON SHEET 32 OF 42

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-08**  
 APN'S 092-07-007 & 092-07-010  
 CITY OF MILPITAS  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



SCALE: 1"=60'  
 DATE: 11/21/19  
 Drawn By: H. BRASALL  
 Checked By: J. MACRORY  
 SHEET: 31 OF 43



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1905  
 PH: 408-321-5885  
 FAX: 408-321-5880



MATCHLINE - SEE SHEET 31 OF 43

APN 092-08-002  
S.C.V.T.A.  
DOC. NO. 23403384

APN 092-07-007  
S.C.V.T.A.

PARCEL 15

DOC. NO. 16678056

S22°51'14"E

L19

-N22°51'14"W

237.01'

L18

L17

L16

L15

L14

L13

L11

L10

L12

APN 092-07-010  
S.C.V.T.A.  
DOC. NO. 22766260

B006-10-08  
AREA = 3,360± SQFT.

70'

APN 092-08-096  
MONTAGUE PARKWAY  
ASSOCIATES  
DOC. NO. 15293273

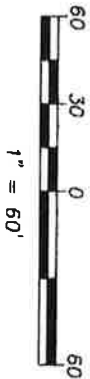
CAPITOL AVENUE

**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
SQFT. = SQUARE FEET

ALL BEARINGS AND DISTANCES SHOWN HERE ARE  
BASED ON THE NORTH AMERICAN DATUM OF 1983  
(NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES  
SHOWN ARE GRID DISTANCES. MULTIPLY GRID  
DISTANCES BY 1.00005353 TO OBTAIN GROUND  
LEVEL DISTANCES.

SEE LINE TABLE ON SHEET 32 OF 42



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
B006-10-08  
APN'S 092-07-007 & 092-07-010  
CITY OF MILPITAS,  
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95134-1996  
PH. 408-271-5885  
FAX 408-271-8950

SCALE: 1"=60'  
DATE: 11/21/19  
Drawn By: H. BRASALI  
Checked By: J. MCCRORY  
SHEET: 32 OF 43

LINE TABLE		
LINE	BEARING	LENGTH
L1	N66°17'15"E	5.79'
L2	S23°01'12"E	60.48'
L3	S63°37'40"W	5.80'
L4	S22°54'41"E	14.53'
L5	N68°59'02"E	5.65'
L6	S22°57'01"E	40.84'
L7	S63°37'09"W	5.92'
L8	S23°27'45"E	73.38'
L9	S75°50'19"E	27.12'
L10	S67°37'09"W	6.05'
L11	S22°22'51"E	33.50'
L12	N67°37'09"E	7.13'
L13	S22°22'51"E	12.92'
L14	S67°37'09"W	5.00'

LINE TABLE		
LINE	BEARING	LENGTH
L15	N22°22'51"W	7.92'
L16	S67°37'09"W	7.13'
L17	N22°22'51"W	43.50'
L18	N67°37'09"E	6.01'
L19	N75°50'19"W	27.09'
L20	N23°27'45"W	80.93'
L21	N67°37'09"E	5.97'
L22	N22°57'01"W	30.95'
L23	S68°59'02"W	5.66'
L24	N22°54'41"W	24.08'
L25	N63°37'40"E	5.79'
L26	N23°01'12"W	50.70'
L27	S66°17'15"W	5.79'

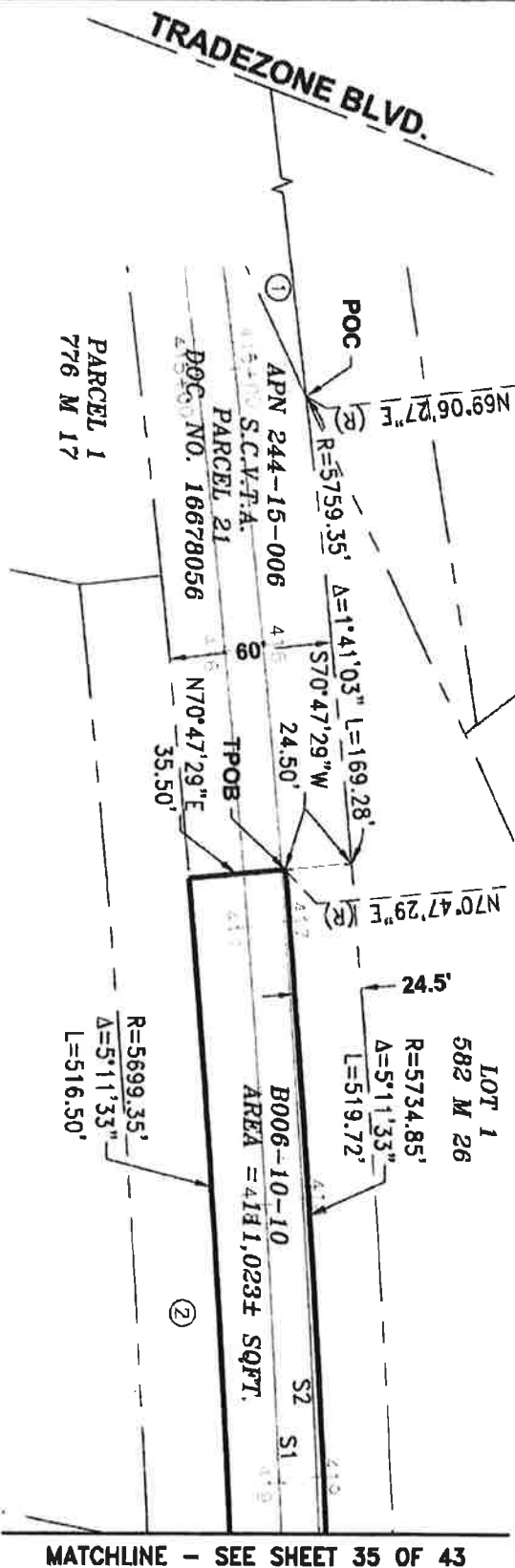
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B006-10-08  
 APN'S 092-07-007 & 092-07-010  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95131-1908  
 PH: 408-271-5888  
 FAX: 408-271-5890

SCALE: NONE	Drawn By: H. BRASALI	Checked By: J. MCCRORY	SHEET: 33 OF 43
DATE: 11/21/19			



**LEGEND:**

- POC = POINT OF COMMENCEMENT
- (R) = RADIAL BEARING
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- V— = LENGTH OF LINE NOT TO SCALE

**NOTES:**

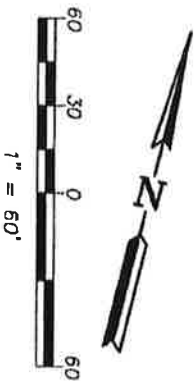
- ① INDICATES APN 244-02-015, S.C.V.T.A., PARCEL 20, DOC. NO. 16678056.
- ② INDICATES APN 244-15-027, BECTON, DICKINSON AND COMPANY, DOC. NO. 19953162.

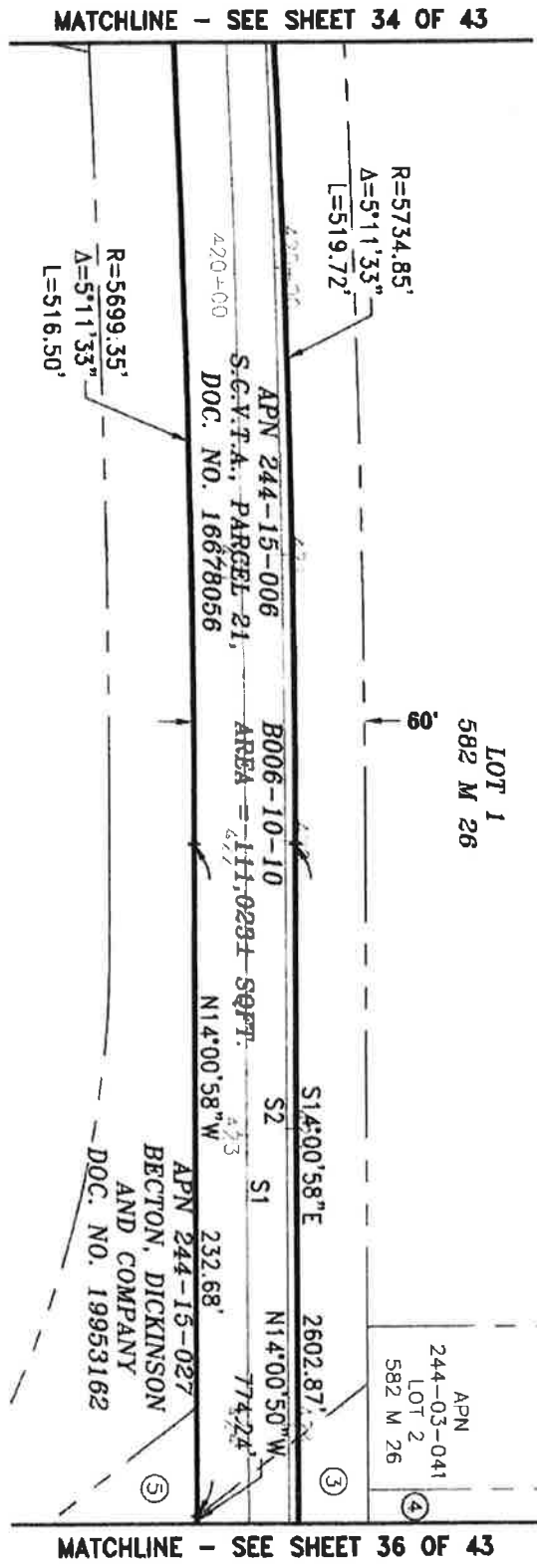
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-10**  
 APN'S 244-13-001 & 244-15-006  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



SCALE: 1"=60'  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. McCRORY  
 SHEET: 34 OF 43

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



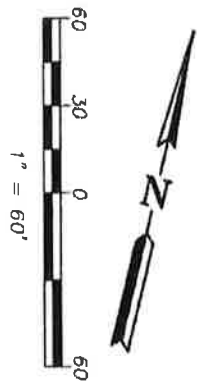


**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SOFT. = SQUARE FEET

**NOTES:**

- ③ INDICATES APN 244-13-001, S.C.V.T.A., PARCEL 22, DOC. NO. 16678056.
- ④ INDICATES APN 244-03-016, LOT 88, 302 M 31.
- ⑤ INDICATES APN 244-13-018, FRITO-LAY SALES, PARCEL D, DOC. NO. 19953160.



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005335 TO OBTAIN GROUND LEVEL DISTANCES.

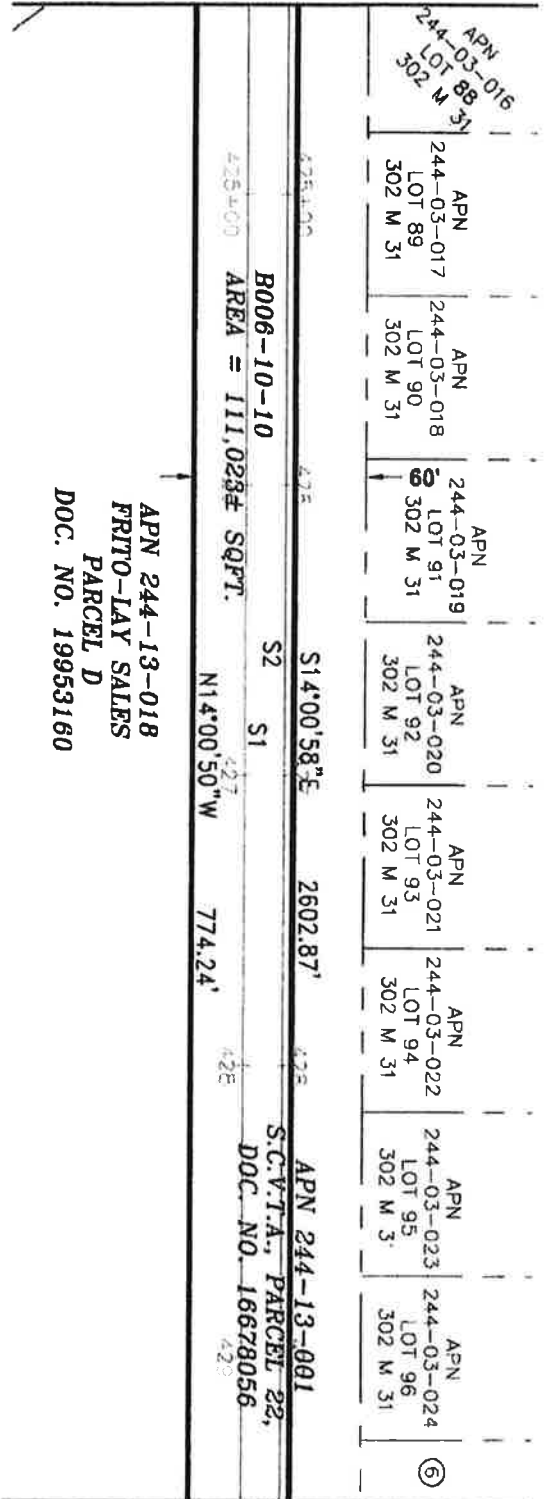
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B006-10-10  
 APN'S 244-13-001 & 244-15-006  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3871 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1916  
 PH. 408-271-5986  
 FAX. 408-321-5980

SCALE: 1" = 60'	Drawn By: H. BRASALI	Checked By: J. MCGORRY	SHEET: 35 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 35 OF 43



MATCHLINE - SEE SHEET 37 OF 43

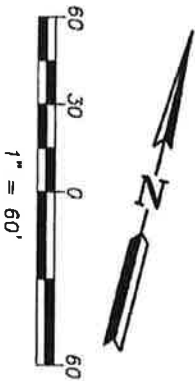
**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

**NOTE:**

Ⓢ INDICATES APN 244-03-025, LOT 97, 302 M 31.

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



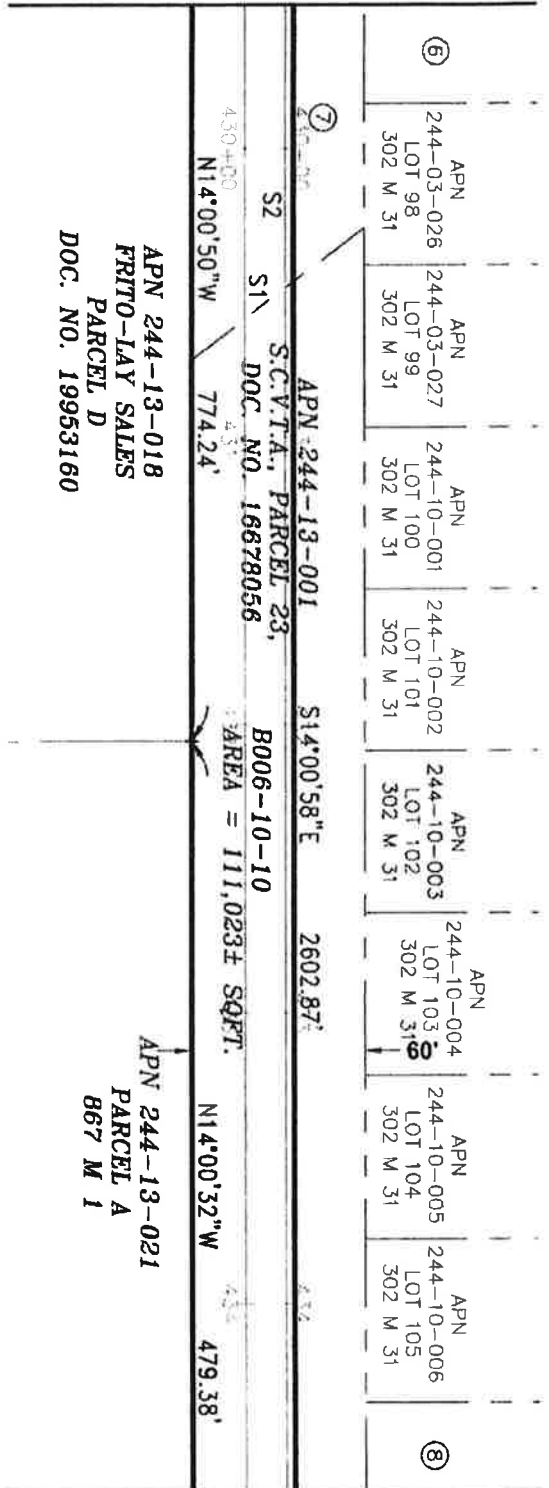
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-10**  
 APN'S 244-13-001 & 244-15-006  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



SCALE: 1"=60'  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MACRORY  
 SHEET: 36 OF 43

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1908  
 PH: 408-947-5985  
 FAX: 408-947-5900

MATCHLINE - SEE SHEET 36 OF 43



MATCHLINE - SEE SHEET 38 OF 43

**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

**NOTES:**

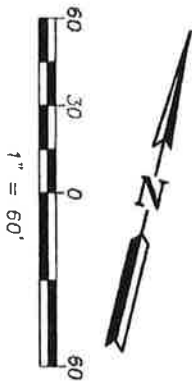
- ⑥ INDICATES APN 244-03-025, LOT 97, 302 M 31.
- ⑦ INDICATES APN 244-13-001, S.C.V.T.A., PARCEL 22, DOC. NO. 16678056.
- ⑧ INDICATES APN 244-10-007, LOT 106, 302 M 31.

PLAT TO ACCOMPANY LEGAL DESCRIPTION

**B006-10-10**

APN'S 244-13-001 & 244-15-006

CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



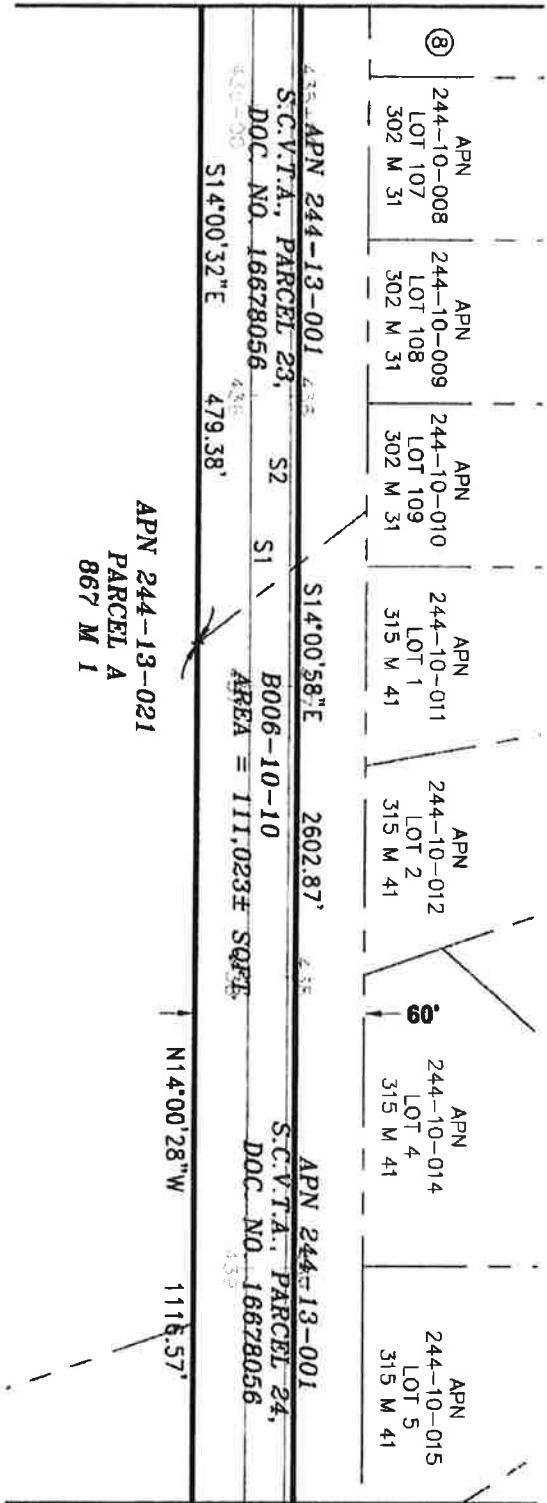
3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH. 408.321.5886  
 FAX 408.321.4890

SCALE: 1"=60'  
 DATE: 11/21/19

Drawn By:  
 H. BRASALI

Checked By: J. MCCRORY  
 SHEET: 37 OF 43

MATCHLINE - SEE SHEET 37 OF 43



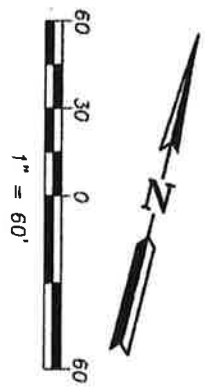
MATCHLINE - SEE SHEET 39 OF 43

**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET


**NOTE:**  
 Ⓢ INDICATES APN 244-10-007, LOT 106, 302 M 31.

APN 244-13-021  
 PARCEL A  
 867 M 1



ALL BEARINGS AND DISTANCES SHOWN HERE ARE  
 BASED ON THE NORTH AMERICAN DATUM OF 1983  
 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES  
 SHOWN ARE GRID DISTANCES. MULTIPLY GRID  
 DISTANCES BY 1.00005333 TO OBTAIN GROUND  
 LEVEL DISTANCES.

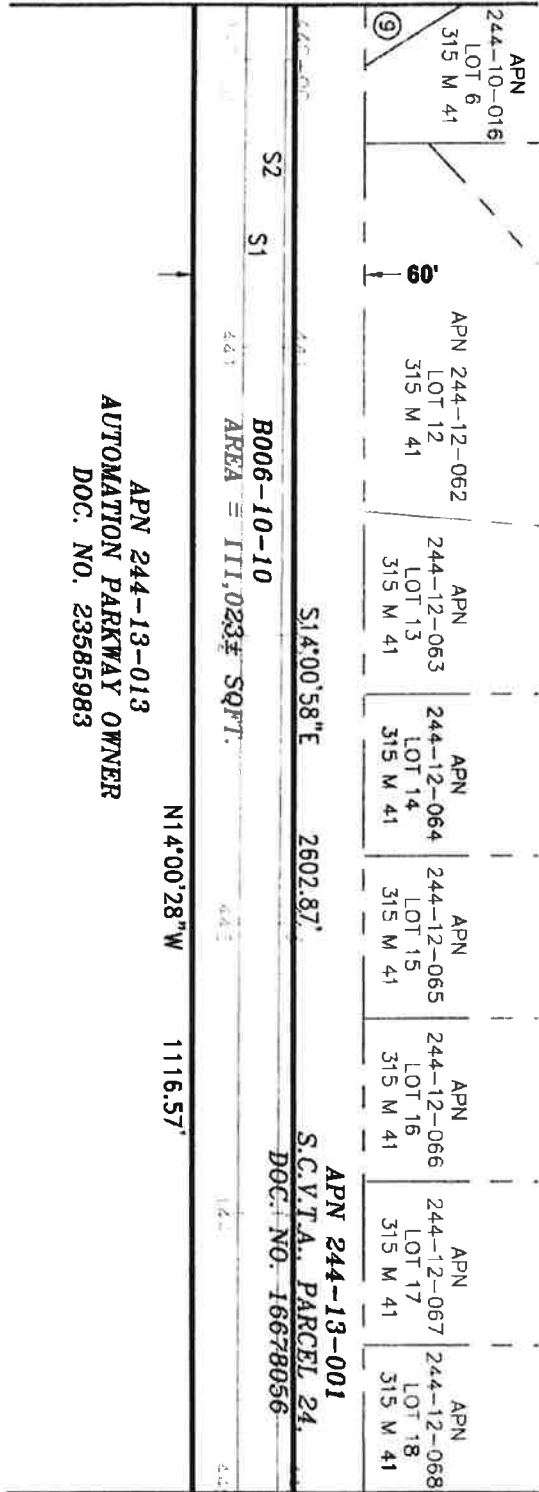
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-10**  
 APN'S 244-13-001 & 244-15-006  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3931 N FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH. 408-321-5886  
 FAX 408-321-5890

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 38 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 38 OF 43



MATCHLINE - SEE SHEET 40 OF 43

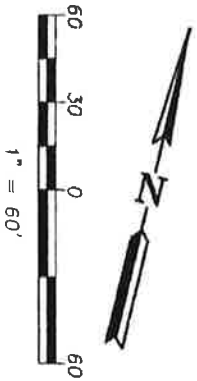
**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

**NOTE:**

Ⓢ INDICATES APN 244-10-015, LOT 5, 315 M 41.

APN 244-13-013  
 AUTOMATION PARKWAY OWNER  
 DOC. NO. 23585983



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-10**  
 APN'S 244-13-001 & 244-15-006  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

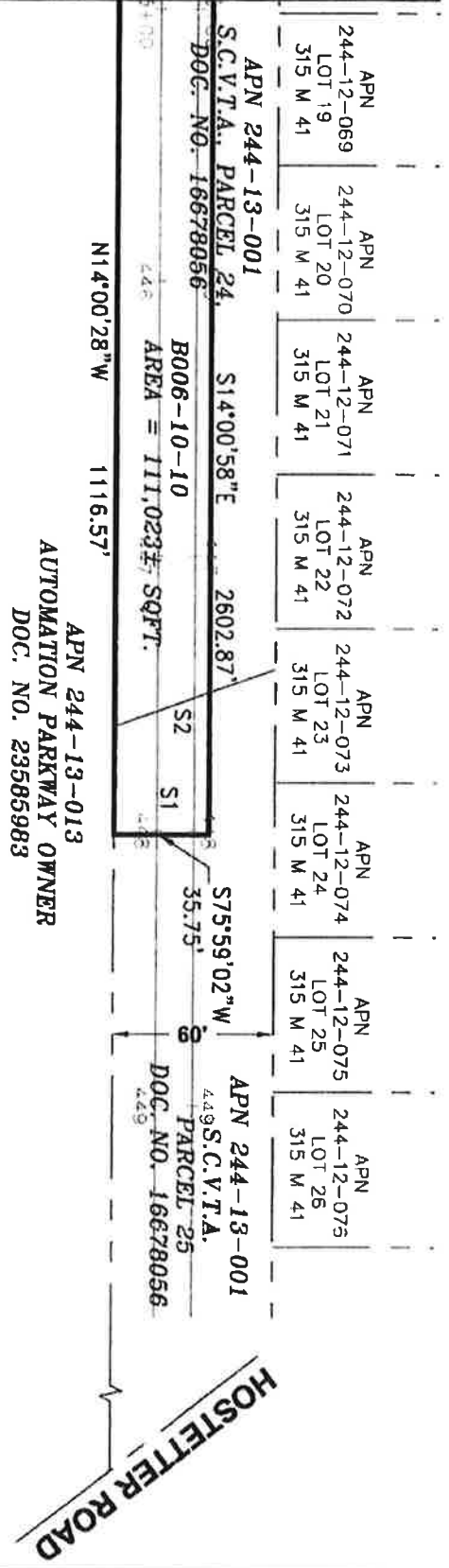


3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-271-5886  
 FAX: 408-271-5890


SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 39 OF 43
DATE: 11/21/19			



MATCHLINE - SEE SHEET 40 OF 43

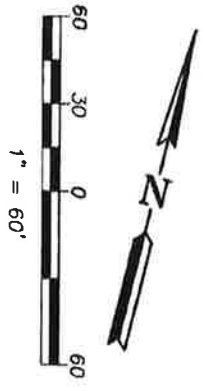


**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SOFT. = SQUARE FEET  
 = LENGTH OF LINE NOT TO SCALE

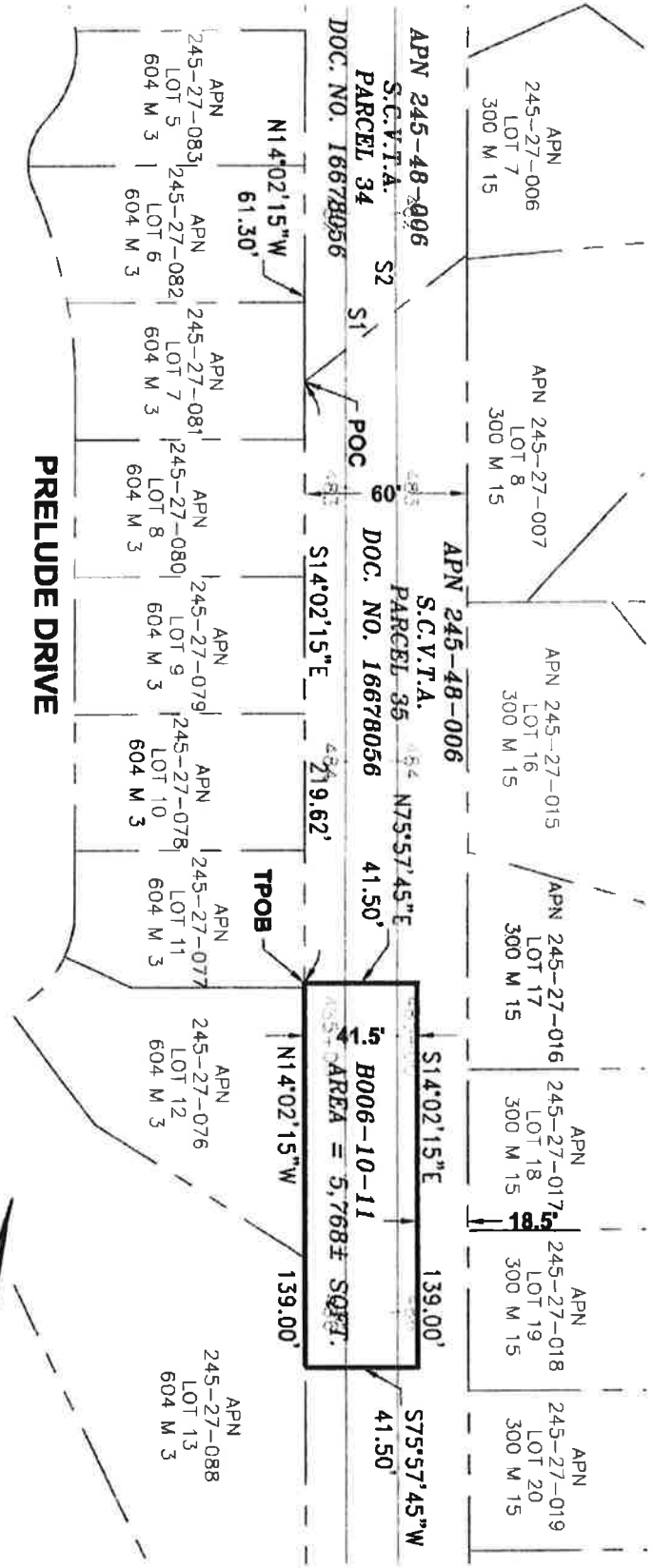
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-10**  
 APN'S 244-13-001 & 244-15-006  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH. 408-321-5886  
 FAX 408-321-5890

SCALE: 1"=60'  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MACGARRY  
 SHEET: 40 OF 43



**LEGEND:**

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SOFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING

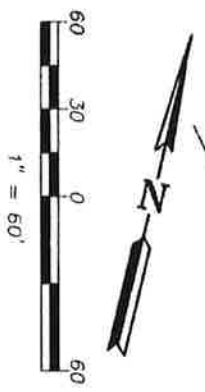
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-11**  
 APN 245-48-006  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

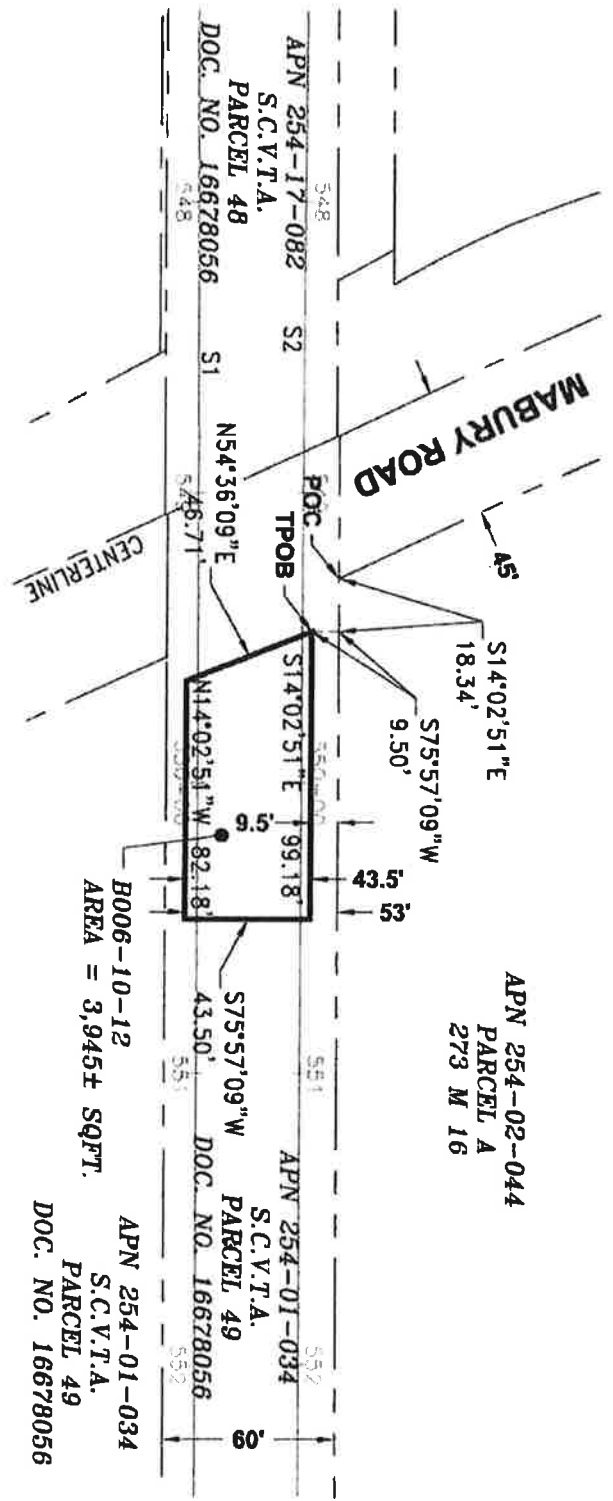
**Santa Clara Valley  
 Transportation  
 Authority**

3831 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-5006  
 TEL: 408-271-5880  
 FAX: 408-271-5880

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 41 OF 43
DATE: 11/21/19			

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

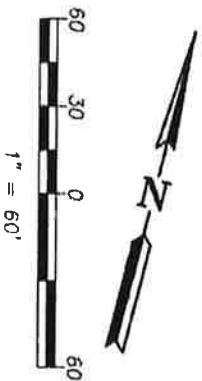




**LEGEND:**

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

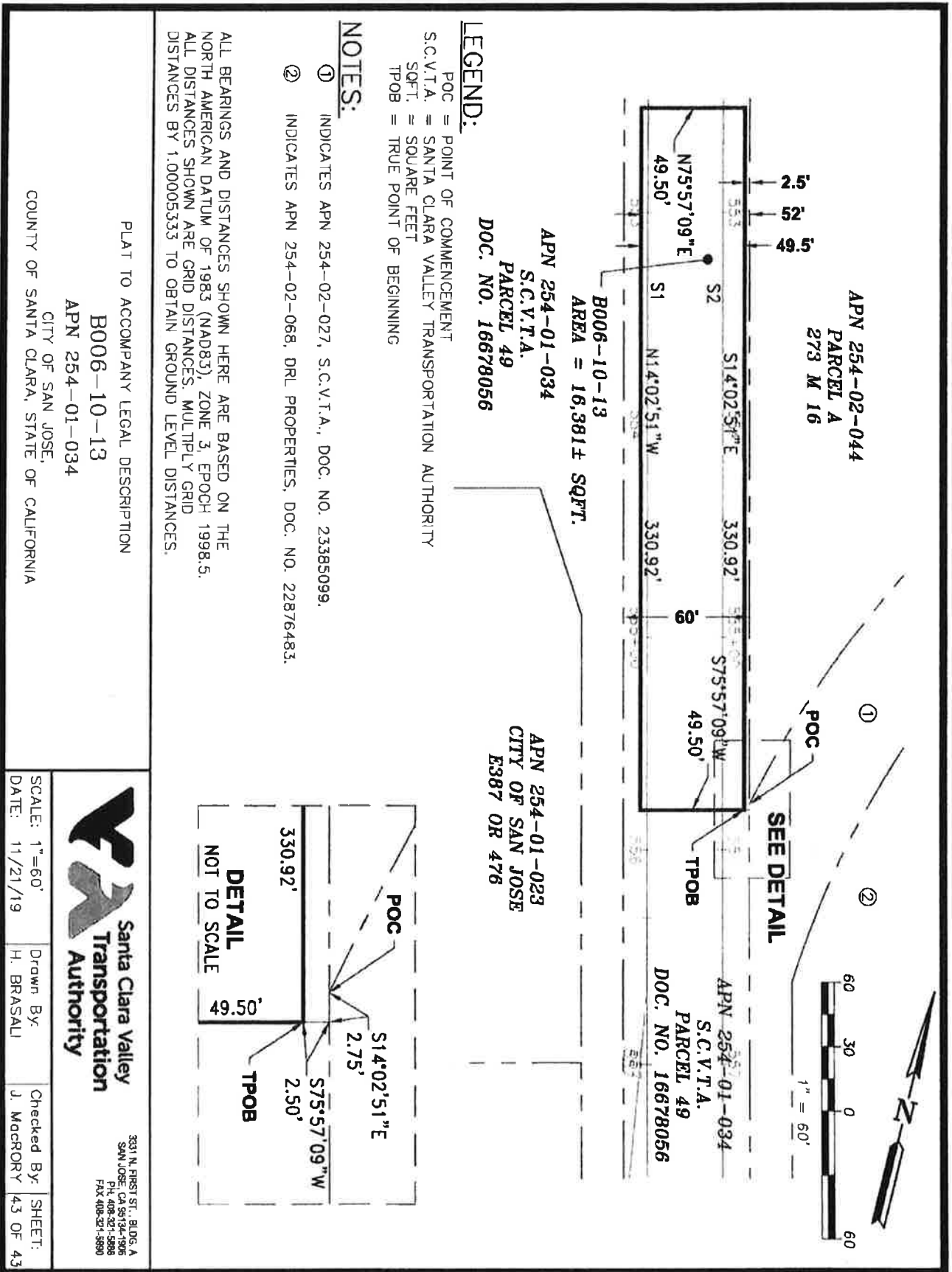


PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-12**  
 APN 254-01-034  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

**Santa Clara Valley  
 Transportation  
 Authority**

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1966  
 PH. 408-921-5866  
 FAX 408-921-5890

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY
DATE: 11/21/19		SHEET: 42 OF 43



# Parcel Map Check Report

---

**Parcel Name: B006-10-01**

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 2,005,310.2064'

East: 6,145,414.0128'

**Segment# 1: Line**

Course: S21° 38' 55"E

Length: 157.37'

North: 2,005,163.9367'

East: 6,145,472.0687'

**Segment# 2: Line**

Course: S22° 17' 49"E

Length: 499.84'

North: 2,004,701.4698'

East: 6,145,661.7114'

**Segment# 3: Line**

Course: S22° 21' 27"E

Length: 364.14'

North: 2,004,364.7027'

East: 6,145,800.2246'

**Segment# 4: Line**

Course: S22° 11' 08"E

Length: 108.70'

North: 2,004,264.0503'

East: 6,145,841.2705'

**Segment# 5: Line**

Course: S22° 34' 10"E

Length: 180.96'

North: 2,004,096.9491'

East: 6,145,910.7235'

**Segment# 6: Line**

Course: S22° 26' 21"E

Length: 325.22'

North: 2,003,796.3530'

East: 6,146,034.8607'

**Segment# 7: Line**

Course: S22° 30' 33"E

Length: 452.37'

North: 2,003,378.4453'

East: 6,146,208.0421'

**Segment# 8: Line**

Course: S67° 31' 40"W                      Length: 15.92'  
North: 2,003,372.3601'                      East: 6,146,193.3310'

Segment# 9: Line  
Course: N22° 28' 20"W                      Length: 289.88'  
North: 2,003,640.2281'                      East: 6,146,082.5286'

Segment# 10: Line  
Course: S67° 31' 40"W                      Length: 27.00'  
North: 2,003,629.9077'                      East: 6,146,057.5788'

Segment# 11: Line  
Course: N22° 28' 20"W                      Length: 691.50'  
North: 2,004,268.8986'                      East: 6,145,793.2630'

Segment# 12: Line  
Course: N67° 31' 40"E                      Length: 20.59'  
North: 2,004,276.7689'                      East: 6,145,812.2895'

Segment# 13: Line  
Course: N23° 01' 25"W                      Length: 399.74'  
North: 2,004,644.6671'                      East: 6,145,655.9470'

Segment# 14: Line  
Course: S68° 30' 43"W                      Length: 15.64'  
North: 2,004,638.9380'                      East: 6,145,641.3941'

Segment# 15: Line  
Course: N21° 29' 17"W                      Length: 707.92'  
North: 2,005,297.6533'                      East: 6,145,382.0778'

Segment# 16: Line  
Course: N68° 30' 43"E                      Length: 34.31'  
North: 2,005,310.2213'                      East: 6,145,414.0031'

Perimeter: 4,291.11'                      Area: 70,632.91Sq.Ft.  
Error Closure: 0.0178                      Course: N33° 12' 54"W  
Error North : 0.01488                      East: -0.00974

Precision 1: 241,073.03

---

**Parcel Name: B006-10-02**

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,999,948.2260'

East: 6,147,527.8913'

Segment# 1: Line

Course: S20° 36' 56"E

Length: 720.09'

North: 1,999,274.2477'

East: 6,147,781.4320'

Segment# 2: Line

Course: S20° 13' 57"E

Length: 839.10'

North: 1,998,486.9227'

East: 6,148,071.6183'

Segment# 3: Line

Course: S69° 37' 00"W

Length: 12.99'

North: 1,998,482.3982'

East: 6,148,059.4417'

Segment# 4: Line

Course: N20° 23' 00"W

Length: 902.62'

North: 1,999,328.4992'

East: 6,147,745.0597'

Segment# 5: Line

Course: S69° 37' 00"W

Length: 30.00'

North: 1,999,318.0502'

East: 6,147,716.9382'

Segment# 6: Line

Course: N20° 23' 00"W

Length: 501.95'

North: 1,999,788.5698'

East: 6,147,542.1093'

Segment# 7: Line

Course: N69° 37' 00"E

Length: 30.00'

North: 1,999,799.0188'

East: 6,147,570.2308'

**Segment# 8: Line**

Course: N20° 23' 00"W

North: 1,999,943.9476'

Length: 154.61'

East: 6,147,516.3803'

**Segment# 9: Line**

Course: N69° 37' 00"E

North: 1,999,948.2247'

Length: 12.28'

East: 6,147,527.8913'

Perimeter: 3,203.64'

Error Closure: 0.0012

Error North : -0.00125

Area: 36,779.15Sq.Ft.

Course: S1° 03' 36"E

East: 0.00002

Precision 1: 2,669,700.00

**Parcel Name: B006-10-03**

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,998,424.5648'

East: 6,148,083.7769'

**Segment# 1: Line**

Course: S20° 26' 05"E

North: 1,998,305.3975'

Length: 127.17'

East: 6,148,128.1770'

**Segment# 2: Line**

Course: N69° 33' 55"E

North: 1,998,309.7198'

Length: 12.38'

East: 6,148,139.7779'

**Segment# 3: Line**

Course: S20° 19' 36"E

North: 1,997,338.2812'

Length: 1,035.95'

East: 6,148,499.6381'

**Segment# 4: Line**

Course: S69° 37' 00"W

North: 1,997,324.6487'

Length: 39.14'

East: 6,148,462.9489'

**Segment# 5: Line**



Course: N20° 23' 00"W  
North: 1,998,414.9287'

Length: 1,163.11'  
East: 6,148,057.8384'

**Segment# 6: Line**

Course: N69° 37' 00"E  
North: 1,998,424.5661'

Length: 27.67'  
East: 6,148,083.7758'

Perimeter: 2,405.42'

Area: 44,602.30Sq.Ft.

Error Closure: 0.0017

Course: N37° 46' 46"W

Error North : 0.00138

East: -0.00107

Precision 1: 1,414,952.94

---

**Parcel Name: B006-10-04**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:1,996,583.6097'

East:6,148,787.3930'

**Segment# 1: Line**

Course: S21° 08' 55"E  
North: 1,996,018.9288'

Length: 605.46'  
East: 6,149,005.8359'

**Segment# 2: Line**

Course: S21° 28' 51"E  
North: 1,994,078.4828'

Length: 2,085.29'  
East: 6,149,769.4481'

**Segment# 3: Line**

Course: S68° 37' 00"W  
North: 1,994,069.6448'

Length: 24.24'  
East: 6,149,746.8768'

**Segment# 4: Line**

Course: N21° 23' 00"W  
North: 1,996,575.1687'

Length: 2,690.75'  
East: 6,148,765.8134'

**Segment# 5: Line**

Course: N68° 37' 00"E

Length: 23.17'

North: 1,996,583.6166'

East: 6,148,787.3884'

Perimeter: 5,428.91'

Area: 60,121.50Sq.Ft.

Error Closure: 0.0083

Course: N34° 10' 13"W

Error North : 0.00687

East: -0.00467

Precision 1: 654,085.54

---

**Parcel Name: B006-10-05**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,987,310.5418'

East: 6,152,397.3001'

**Segment# 1: Line**

Course: S21° 22' 40"E

Length: 699.57'

North: 1,986,659.1041'

East: 6,152,652.3043'

**Segment# 2: Line**

Course: S68° 37' 20"W

Length: 8.50'

North: 1,986,656.0057'

East: 6,152,644.3891'

**Segment# 3: Line**

Course: N21° 22' 40"W

Length: 699.57'

North: 1,987,307.4434'

East: 6,152,389.3849'

**Segment# 4: Line**

Course: N68° 37' 20"E

Length: 8.50'

North: 1,987,310.5418'

East: 6,152,397.3001'

Perimeter: 1,416.13'

Area: 5,946.32Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00"E

Error North : 0.00000

East: 0.00000

Precision 1: 1,416,140,000.00

---

**Parcel Name: B006-10-06**

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:1,986,252.5484'

East:6,152,842.1889'

Segment# 1: Line

Course: S21° 58' 49"E

Length: 648.84'

North: 1,985,650.8708'

East: 6,153,085.0416'

Segment# 2: Line

Course: S68° 01' 11"W

Length: 33.00'

North: 1,985,638.5193'

East: 6,153,054.4403'

Segment# 3: Line

Course: N21° 58' 49"W

Length: 648.84'

North: 1,986,240.1969'

East: 6,152,811.5876'

Segment# 4: Line

Course: N68° 01' 11"E

Length: 33.00'

North: 1,986,252.5484'

East: 6,152,842.1889'

Perimeter: 1,363.68'

Area: 21,411.76Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00"E

Error North : 0.00000

East: 0.00000

Precision 1: 1,363,680,000.00

---

**Parcel Name: B006-10-07**

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:1,981,969.5405'

East:6,154,670.3412'

Segment# 1: Line

Course: S23° 00' 44"E

Length: 784.30'

North: 1,981,247.6540'

East: 6,154,976.9456'

Segment# 2: Line  
Course: S66° 59' 16"W Length: 47.00'  
North: 1,981,229.2804' East: 6,154,933.6858'

Segment# 3: Line  
Course: N23° 00' 44"W Length: 1,191.73'  
North: 1,982,326.1743' East: 6,154,467.8058'

Segment# 4: Line  
Course: N66° 59' 16"E Length: 47.00'  
North: 1,982,344.5479' East: 6,154,511.0656'

Segment# 5: Line  
Course: S23° 00' 44"E Length: 407.43'  
North: 1,981,969.5405' East: 6,154,670.3412'

Perimeter: 2,477.46' Area: 56,011.27Sq.Ft.  
Error Closure: 0.0000 Course: N0° 00' 00"E  
Error North : 0.00000 East: 0.00000

Precision 1: 2,477,460,000.00

**Parcel Name: B2252-01-11**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:1,974,808.8515' East:6,157,854.4757'

Segment# 1: Line  
Course: N23° 01' 00"W Length: 100.60'  
North: 1,974,901.4428' East: 6,157,815.1413'

Segment# 2: Line  
Course: S66° 59' 00"W Length: 9.25'  
North: 1,974,897.8261' East: 6,157,806.6276'

Segment# 3: Line

Course: N23° 01' 00"W                      Length: 31.17'  
North: 1,974,926.5147'                      East: 6,157,794.4402'

Segment# 4: Line  
Course: N66° 59' 00"E                      Length: 9.25'  
North: 1,974,930.1314'                      East: 6,157,802.9538'

Segment# 5: Line  
Course: N23° 01' 00"W                      Length: 120.67'  
North: 1,975,041.1950'                      East: 6,157,755.7720'

Segment# 6: Line  
Course: N66° 59' 00"E                      Length: 15.17'  
North: 1,975,047.1264'                      East: 6,157,769.7343'

Segment# 7: Line  
Course: N23° 01' 00"W                      Length: 13.17'  
North: 1,975,059.2480'                      East: 6,157,764.5849'

Segment# 8: Line  
Course: N66° 59' 00"E                      Length: 214.17'  
North: 1,975,142.9882'                      East: 6,157,961.7050'

Segment# 9: Line  
Course: S23° 01' 00"E                      Length: 12.08'  
North: 1,975,131.8699'                      East: 6,157,966.4283'

Segment# 10: Line  
Course: N66° 59' 00"E                      Length: 20.67'  
North: 1,975,139.9519'                      East: 6,157,985.4528'

Segment# 11: Line  
Course: S23° 01' 00"E                      Length: 253.75'  
North: 1,974,906.4026'                      East: 6,158,084.6688'

Segment# 12: Line  
Course: S66° 59' 00"W                      Length: 19.92'  
North: 1,974,898.6139'                      East: 6,158,066.3346'

Segment# 13: Line  
Course: S23° 01' 00"E                      Length: 13.17'  
North: 1,974,886.4923'                      East: 6,158,071.4840'

Segment# 14: Line  
Course: S66° 59' 00"W                      Length: 210.17'  
North: 1,974,804.3161'                      East: 6,157,878.0454'

Segment# 15: Line  
Course: N23° 01' 00"W                      Length: 13.40'  
North: 1,974,816.6494'                      East: 6,157,872.8060'

Segment# 16: Line  
Course: S66° 59' 00"W                      Length: 19.92'  
North: 1,974,808.8607'                      East: 6,157,854.4718'

Perimeter: 1,076.50'                      Area: 69,059.45Sq.Ft.  
Error Closure: 0.0100                      Course: N23° 01' 00"W  
Error North : 0.00920                      East: -0.00391

Precision 1: 107,653.00

**Parcel Name: B006-10-09A**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:1,975,052.0021'                      East:6,157,604.7558'

Segment# 1: Line  
Course: N67° 37' 09"E                      Length: 12.87'  
North: 1,975,056.9025'                      East: 6,157,616.6563'

Segment# 2: Line  
Course: S22° 22' 51"E                      Length: 35.63'  
North: 1,975,023.9563'                      East: 6,157,630.2228'

Segment# 3: Line  
Course: S67° 37' 09"W                      Length: 6.21'  
North: 1,975,021.5918'                      East: 6,157,624.4806'

Segment# 4: Line  
Course: S22° 22' 51"E                      Length: 20.92'  
North: 1,975,002.2476'                      East: 6,157,632.4461'

Segment# 5: Line  
Course: N67° 37' 09"E                      Length: 4.89'  
North: 1,975,004.1096'                      East: 6,157,636.9678'

Segment# 6: Line  
Course: S22° 22' 51"E                      Length: 35.15'  
North: 1,974,971.6073'                      East: 6,157,650.3516'

Segment# 7: Line  
Course: N67° 37' 09"E                      Length: 5.94'  
North: 1,974,973.8690'                      East: 6,157,655.8441'

Segment# 8: Line  
Course: S22° 22' 51"E                      Length: 30.29'  
North: 1,974,945.8607'                      East: 6,157,667.3774'

Segment# 9: Line  
Course: S76° 00' 50"E                      Length: 12.48'  
North: 1,974,942.8444'                      East: 6,157,679.4874'

Segment# 10: Line  
Course: S22° 22' 51"E                      Length: 136.85'  
North: 1,974,816.3028'                      East: 6,157,731.5945'

Segment# 11: Line  
Course: S67° 37' 09"W                      Length: 5.02'  
North: 1,974,814.3914'                      East: 6,157,726.9527'

Segment# 12: Line  
Course: S22° 22' 51"E                      Length: 50.52'

North: 1,974,767.6769'

East: 6,157,746.1887'

Segment# 13: Line

Course: N67° 37' 09"E

Length: 7.00'

North: 1,974,770.3422'

East: 6,157,752.6614'

Segment# 14: Line

Course: S22° 22' 51"E

Length: 24.40'

North: 1,974,747.7802'

East: 6,157,761.9520'

Segment# 15: Line

Course: S67° 37' 09"W

Length: 6.08'

North: 1,974,745.4652'

East: 6,157,756.3300'

Segment# 16: Line

Course: S22° 22' 51"E

Length: 30.42'

North: 1,974,717.3366'

East: 6,157,767.9128'

Segment# 17: Line

Course: N67° 37' 09"E

Length: 6.75'

North: 1,974,719.9068'

East: 6,157,774.1543'

Segment# 18: Line

Course: S22° 22' 51"E

Length: 81.42'

North: 1,974,644.6198'

East: 6,157,805.1559'

Segment# 19: Line

Course: S29° 14' 57"W

Length: 23.42'

North: 1,974,624.1858'

East: 6,157,793.7127'

Segment# 20: Line

Course: S22° 22' 51"E

Length: 68.34'

North: 1,974,560.9936'

East: 6,157,819.7339'

Segment# 21: Curve

Length: 16.64'

Radius: 449.07'

Delta: 2°07'25"

Tangent: 8.32'

Chord: 16.64'

Course: N39° 51' 47"W



Course In: N49° 04' 30"E  
RP North: 1,974,855.1662'  
End North: 1,974,573.7687'

Course Out: S51° 11' 55"W  
East: 6,158,159.0367'  
East: 6,157,809.0662'

Segment# 22: Line  
Course: N22° 22' 51"W  
North: 1,974,624.5148'

Length: 54.88'  
East: 6,157,788.1700'

Segment# 23: Line  
Course: N29° 14' 57"E  
North: 1,974,644.9488'

Length: 23.42'  
East: 6,157,799.6132'

Segment# 24: Line  
Course: N22° 22' 51"W  
North: 1,974,713.3747'

Length: 74.00'  
East: 6,157,771.4369'

Segment# 25: Line  
Course: S67° 37' 09"W  
North: 1,974,710.8045'

Length: 6.75'  
East: 6,157,765.1954'

Segment# 26: Line  
Course: N22° 22' 51"W  
North: 1,974,748.1798'

Length: 40.42'  
East: 6,157,749.8050'

Segment# 27: Line  
Course: N67° 37' 09"E  
North: 1,974,750.4948'

Length: 6.08'  
East: 6,157,755.4270'

Segment# 28: Line  
Course: N22° 22' 51"W  
North: 1,974,763.8101'

Length: 14.40'  
East: 6,157,749.9440'

Segment# 29: Line  
Course: S67° 37' 09"W  
North: 1,974,761.1448'

Length: 7.00'  
East: 6,157,743.4713'

Segment# 30: Line  
Course: N22° 22' 51"W

Length: 60.52'

North: 1,974,817.1060' East: 6,157,720.4277'

Segment# 31: Line  
Course: N67° 37' 09"E Length: 5.02'  
North: 1,974,819.0175' East: 6,157,725.0695'

Segment# 32: Line  
Course: N22° 22' 51"W Length: 129.32'  
North: 1,974,938.5962' East: 6,157,675.8295'

Segment# 33: Line  
Course: N76° 00' 50"W Length: 12.48'  
North: 1,974,941.6125' East: 6,157,663.7195'

Segment# 34: Line  
Course: N22° 22' 51"W Length: 27.81'  
North: 1,974,967.3277' East: 6,157,653.1305'

Segment# 35: Line  
Course: S67° 37' 09"W Length: 5.94'  
North: 1,974,965.0659' East: 6,157,647.6380'

Segment# 36: Line  
Course: N22° 22' 51"W Length: 35.15'  
North: 1,974,997.5682' East: 6,157,634.2542'

Segment# 37: Line  
Course: S67° 37' 09"W Length: 4.89'  
North: 1,974,995.7063' East: 6,157,629.7326'

Segment# 38: Line  
Course: N22° 22' 51"W Length: 30.92'  
North: 1,975,024.2972' East: 6,157,617.9594'

Segment# 39: Line  
Course: N67° 37' 09"E Length: 6.21'  
North: 1,975,026.6617' East: 6,157,623.7017'

Segment# 40: Line  
Course: N22° 22' 51"W                      Length: 25.63'  
North: 1,975,050.3611'                      East: 6,157,613.9427'

Segment# 41: Line  
Course: S67° 37' 09"W                      Length: 19.74'  
North: 1,975,042.8449'                      East: 6,157,595.6897'

Segment# 42: Line  
Course: N22° 22' 51"W                      Length: 10.77'  
North: 1,975,052.8036'                      East: 6,157,591.5889'

Segment# 43: Line  
Course: N67° 37' 09"E                      Length: 5.00'  
North: 1,975,054.7074'                      East: 6,157,596.2123'

Segment# 44: Line  
Course: S22° 22' 51"E                      Length: 5.77'  
North: 1,975,049.3720'                      East: 6,157,598.4093'

Segment# 45: Line  
Course: N67° 37' 09"E                      Length: 6.87'  
North: 1,975,051.9879'                      East: 6,157,604.7618'

Perimeter: 1,240.21'                      Area: 3,047.26Sq.Ft.  
Error Closure: 0.0154                      Course: S22° 50' 58"E  
Error North : -0.01418                      East: 0.00597

Precision 1: 80,534.42

**Parcel Name: B006-10-08**

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,974,897.7089'                      East: 6,157,582.8653'

Segment# 1: Line

Course: S22° 59' 47"E                      Length: 128.35'  
North: 1,974,779.5590'                      East: 6,157,633.0082'

Segment# 2: Line  
Course: N66° 17' 15"E                      Length: 5.79'  
North: 1,974,781.8874'                      East: 6,157,638.3094'

Segment# 3: Line  
Course: S23° 01' 12"E                      Length: 60.48'  
North: 1,974,726.2235'                      East: 6,157,661.9602'

Segment# 4: Line  
Course: S63° 37' 40"W                      Length: 5.80'  
North: 1,974,723.6471'                      East: 6,157,656.7639'

Segment# 5: Line  
Course: S22° 54' 41"E                      Length: 14.53'  
North: 1,974,710.2634'                      East: 6,157,662.4205'

Segment# 6: Line  
Course: N68° 59' 02"E                      Length: 5.65'  
North: 1,974,712.2897'                      East: 6,157,667.6947'

Segment# 7: Line  
Course: S22° 57' 01"E                      Length: 40.84'  
North: 1,974,674.6824'                      East: 6,157,683.6195'

Segment# 8: Line  
Course: S67° 37' 09"W                      Length: 5.92'  
North: 1,974,672.4283'                      East: 6,157,678.1454'

Segment# 9: Line  
Course: S23° 27' 45"E                      Length: 73.38'  
North: 1,974,605.1153'                      East: 6,157,707.3616'

Segment# 10: Line  
Course: S75° 50' 19"E                      Length: 27.12'  
North: 1,974,598.4803'                      East: 6,157,733.6574'

Segment# 11: Line  
Course: S22° 51' 14"E                      Length: 244.54'  
North: 1,974,373.1371'                      East: 6,157,828.6325'

Segment# 12: Line  
Course: S67° 37' 09"W                      Length: 6.05'  
North: 1,974,370.8335'                      East: 6,157,823.0382'

Segment# 13: Line  
Course: S22° 22' 51"E                      Length: 33.50'  
North: 1,974,339.8570'                      East: 6,157,835.7937'

Segment# 14: Line  
Course: N67° 37' 09"E                      Length: 7.13'  
North: 1,974,342.5718'                      East: 6,157,842.3866'

Segment# 15: Line  
Course: S22° 22' 51"E                      Length: 12.92'  
North: 1,974,330.6250'                      East: 6,157,847.3060'

Segment# 16: Line  
Course: S67° 37' 09"W                      Length: 5.00'  
North: 1,974,328.7212'                      East: 6,157,842.6827'

Segment# 17: Line  
Course: N22° 22' 51"W                      Length: 7.92'  
North: 1,974,336.0446'                      East: 6,157,839.6670'

Segment# 18: Line  
Course: S67° 37' 09"W                      Length: 7.13'  
North: 1,974,333.3298'                      East: 6,157,833.0741'

Segment# 19: Line  
Course: N22° 22' 51"W                      Length: 43.50'  
North: 1,974,373.5531'                      East: 6,157,816.5110'

Segment# 20: Line

Course: N67° 37' 09"E                      Length: 6.01'  
North: 1,974,375.8415'                      East: 6,157,822.0683'

Segment# 21: Line  
Course: N22° 51' 14"W                      Length: 237.01'  
North: 1,974,594.2458'                      East: 6,157,730.0178'

Segment# 22: Line  
Course: N75° 50' 19"W                      Length: 27.09'  
North: 1,974,600.8734'                      East: 6,157,703.7510'

Segment# 23: Line  
Course: N23° 27' 45"W                      Length: 80.93'  
North: 1,974,675.1122'                      East: 6,157,671.5288'

Segment# 24: Line  
Course: N67° 37' 09"E                      Length: 5.97'  
North: 1,974,677.3854'                      East: 6,157,677.0491'

Segment# 25: Line  
Course: N22° 57' 01"W                      Length: 30.95'  
North: 1,974,705.8855'                      East: 6,157,664.9807'

Segment# 26: Line  
Course: S68° 59' 02"W                      Length: 5.66'  
North: 1,974,703.8556'                      East: 6,157,659.6972'

Segment# 27: Line  
Course: N22° 54' 41"W                      Length: 24.08'  
North: 1,974,726.0359'                      East: 6,157,650.3227'

Segment# 28: Line  
Course: N63° 37' 40"E                      Length: 5.79'  
North: 1,974,728.6078'                      East: 6,157,655.5101'

Segment# 29: Line  
Course: N23° 01' 12"W                      Length: 50.70'  
North: 1,974,775.2705'                      East: 6,157,635.6838'

**Segment# 30: Line**

Course: S66° 17' 15"W  
North: 1,974,772.9421'

Length: 5.79'  
East: 6,157,630.3826'

**Segment# 31: Line**

Course: N22° 59' 47"W  
North: 1,974,895.7499'

Length: 133.41'  
East: 6,157,578.2629'

**Segment# 32: Line**

Course: N67° 00' 13"E  
North: 1,974,897.7033'

Length: 5.00'  
East: 6,157,582.8656'

Perimeter: 1,353.91'  
Error Closure: 0.0056  
Error North : -0.00563

Area: 3,359.77Sq.Ft.  
Course: S2° 30' 05"E  
East: 0.00025

Precision 1: 241,775.00

---

**Parcel Name: B006-10-10**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,970,839.2895'

East: 6,159,355.0079'

**Segment# 1: Curve**

Length: 519.72'

Radius: 5,734.85'

Delta: 5°11'33"

Tangent: 260.04'

Chord: 519.54'

Course: S16° 36' 44"E

Course In: S70° 47' 29"W

Course Out: N75° 59' 02"E

RP North: 1,968,952.4747'

East: 6,153,939.4345'

End North: 1,970,341.4251'

East: 6,159,503.5446'

**Segment# 2: Line**

Course: S14° 00' 58"E  
North: 1,967,816.0486'

Length: 2,602.87'  
East: 6,160,133.9460'

Segment# 3: Line  
Course: S75° 59' 02"W                      Length: 35.75'  
North: 1,967,807.3902'                      East: 6,160,099.2604'

Segment# 4: Line  
Course: N14° 00' 28"W                      Length: 1,116.57'  
North: 1,968,890.7566'                      East: 6,159,828.9906'

Segment# 5: Line  
Course: N14° 00' 32"W                      Length: 479.38'  
North: 1,969,355.8790'                      East: 6,159,712.9459'

Segment# 6: Line  
Course: N14° 00' 50"W                      Length: 774.24'  
North: 1,970,107.0753'                      East: 6,159,525.4582'

Segment# 7: Line  
Course: N14° 00' 58"W                      Length: 232.68'  
North: 1,970,332.8279'                      East: 6,159,469.1043'

Segment# 8: Curve  
Length: 516.50'                              Radius: 5,699.35'  
Delta: 5°11'33"                              Tangent: 258.43'  
Chord: 516.33'                              Course: N16° 36' 44"W  
Course In: S75° 59' 02"W                      Course Out: N70° 47' 29"E  
RP North: 1,968,952.4754'                      East: 6,153,939.4373'  
End North: 1,970,827.6104'                      East: 6,159,321.4870'

Segment# 9: Line  
Course: N70° 47' 29"E                      Length: 35.50'  
North: 1,970,839.2902'                      East: 6,159,355.0106'

Perimeter: 6,313.21'                      Area: 111,023.21Sq.Ft.  
Error Closure: 0.0029                      Course: N76° 18' 33"E  
Error North : 0.00068                      East: 0.00277

Precision 1: 2,176,968.97



---

**Parcel Name: B006-10-11**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,964,237.8485'

East: 6,160,991.2725'

**Segment# 1: Line**

Course: N75° 57' 45"E

Length: 41.50'

North: 1,964,247.9146'

East: 6,161,031.5332'

**Segment# 2: Line**

Course: S14° 02' 15"E

Length: 139.00'

North: 1,964,113.0655'

East: 6,161,065.2486'

**Segment# 3: Line**

Course: S75° 57' 45"W

Length: 41.50'

North: 1,964,102.9994'

East: 6,161,024.9879'

**Segment# 4: Line**

Course: N14° 02' 15"W

Length: 139.00'

North: 1,964,237.8485'

East: 6,160,991.2725'

Perimeter: 360.99'

Area: 5,768.06Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00"E

Error North : 0.00000

East: 0.00000

Precision 1: 361,000,000.00

---

**Parcel Name: B006-10-12**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,957,976.9751'

East: 6,162,611.0816'

**Segment# 1: Line**

Course: S14° 02' 51"E

Length: 99.18'

North: 1,957,880.7611'

East: 6,162,635.1552'

Segment# 2: Line

Course: S75° 57' 09"W

Length: 43.50'

North: 1,957,870.2025'

East: 6,162,592.9561'

Segment# 3: Line

Course: N14° 02' 51"W

Length: 82.18'

North: 1,957,949.9249'

East: 6,162,573.0088'

Segment# 4: Line

Course: N54° 36' 09"E

Length: 46.71'

North: 1,957,976.9815'

East: 6,162,611.0846'

Perimeter: 271.56'

Area: 3,944.50Sq.Ft.

Error Closure: 0.0070

Course: N25° 24' 18"E

Error North : 0.00636

East: 0.00302

Precision 1: 38,795.71

---

**Parcel Name: B006-10-13**

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,957,364.2641'

East: 6,162,771.6026'

Segment# 1: Line

Course: S75° 57' 09"W

Length: 49.50'

North: 1,957,352.2492'

East: 6,162,723.5829'

Segment# 2: Line

Course: N14° 02' 51"W

Length: 330.92'

North: 1,957,673.2730'

East: 6,162,643.2599'

Segment# 3: Line

Course: N75° 57' 09"E

Length: 49.50'

North: 1,957,685.2879'

East: 6,162,691.2796'

**Segment# 4: Line**

**Course: S14° 02' 51"E**

**North: 1,957,364.2641'**

**Length: 330.92'**

**East: 6,162,771.6026'**

**Perimeter: 760.85'**

**Error Closure: 0.0000**

**Error North : 0.00000**

**Area: 16,380.71Sq.Ft.**

**Course: N0° 00' 00"E**

**East: 0.00000**

**Precision 1: 760,840,000.00**

**Approval as to Form**

**General Counsel's Office**

The attached document, entitled "COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY," is approved as to form by the undersigned attorney.

By: 

**Victor Pappalardo**

**Senior Assistant Counsel**

24358198

Exhibit M - 2 of 2

Regina Alcomendras  
Santa Clara County - Clerk-Recorder

12/16/2019 10:20 AM

**Recording Requested By:**

Santa Clara Valley Transportation Authority

**Titles: 1      Pages: 94**

**Fees: \$0.00  
Taxes: \$0  
Total: \$0.00**



**When Recorded, Mail To:**

Michael Montgomery, Executive Officer  
California Regional Water Quality Control Board  
San Francisco Bay Region  
1515 Clay Street, Suite 1400  
Oakland, California 94612

Record Without Fee

California Government Code §6103 & §27383

COVENANT AND ENVIRONMENTAL RESTRICTION  
ON PROPERTY

Santa Clara Valley Transportation Authority  
VTA-BART Silicon Valley Berryessa Extension Project Alignment  
Fremont, Milpitas, and San Jose, California  
And 1735 S. Milpitas Blvd., Milpitas 95035

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 2nd day of December, 2019 by Santa Clara Valley Transportation Authority ("Covenantor") who is the owner of record of that certain property situated along the VTA-BART Silicon Valley Berryessa Extension Project Alignment Fremont, Milpitas, and San Jose, and VTA Milpitas Parking lot located at 1735 S. Milpitas Blvd., Milpitas, County of Santa Clara, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region (the "Board"), with reference to the following facts:

A. The Burdened Property contains hazardous soil materials.

B. Contamination of the Burdened Property. Soil and ballast at the Burdened Property was contaminated by arsenic and lead, originating from previous use of Union Pacific Railroad, former owner of the property, which constitute hazardous materials as that term is defined in Health & Safety Code Section 25260. The contaminated soil and ballast were excavated and diverted to twelve (12) designated encapsulation areas spaced throughout the new BART alignment underneath the trackway. Also, soil contaminated with lead from a former battery manufacturing plant located at 700 Montague Expressway, Milpitas, was encapsulated underneath concrete foundation of the newly constructed VTA Milpitas Parking structure.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in soil on the Burdened Property. Without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could take place via in-place contact, surface-water runoff, resulting in dermal contact, inhalation or ingestion by humans. The risk of public exposure to the contaminants has been substantially lessened by the remediation and controls described herein.

D. Adjacent Land Uses and Population Potentially Affected. The Burdened Property is used for railroad and associated uses and is adjacent to industrial land uses.

E. Full and voluntary disclosure to the Board of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the Burdened Property has been conducted.

F. Covenantor desires and intends that in order to benefit the Board, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that may have been deposited on portions of the Burdened Property.

## ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the Board and all Owners and Occupants (as defined in Article II, below). Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Board.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such Owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Board and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all of the deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Board real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

## ARTICLE II DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

## ARTICLE III DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

- a. Development of the Burdened Property shall be restricted to industrial (including railroad, stations, parking structures, and appurtenances), commercial or office space;
- b. No residence for human habitation shall be permitted on the Burdened Property;
- c. No hospitals shall be permitted on the Burdened Property;
- d. No schools for persons under 21 years of age shall be permitted on the Burdened Property;
- e. No day care centers for children or day care centers for Senior Citizens shall be permitted on the Burdened Property;

f. No Owners or Occupants of the Property or any portion thereof shall conduct any excavation work on the Property more than 2' below ground surface, unless consistent with the Soil Management Plan (a copy of which is attached hereto as Exhibit B and which is incorporated herein by reference) and any future amendments thereto. Any contaminated soils brought to the surface by grading, excavation, trenching, directional boring or backfilling shall be managed by Covenantor or his agent in accordance with all applicable provisions of local, state and federal law;

g. All uses and development of the Burdened Property shall be consistent with the Soil Management Plan. All uses and development shall preserve the integrity of any cap, any remedial measures taken or remedial equipment installed on the Burdened Property pursuant to the requirements of the Board, unless otherwise expressly permitted in writing by the Board.

h. No Owners or Occupants of the Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board.

i. The Owner or Occupant of the Property shall notify the Board of each of the following: (1) the type, cause, location and date of any disturbance to any cap, any remedial measures taken or remedial equipment installed, which could affect the ability of such cap or remedial measures to perform their respective functions and (2) the type and date of repair of such disturbance. Notification to the Board shall be made by registered mail (or other method agreed to by the parties in writing) within ten (10) working days of both the discovery of such disturbance and the completion of repairs;

j. The Covenantor agrees that the Board, and/or any persons acting pursuant to Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code.

k. No Owner or Occupant of the Burdened Property shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Burdened Property. All use and development of the Burdened Property shall preserve the integrity of any capped areas.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the Board, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Board to file civil actions against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the property. Any such instrument shall contain a statement substantially similar to the following and containing all of the following information with regard to the Burdened Property:



"The land described as Exhibit A (the "Burdened Property") contains hazardous materials in its soils, and is subject to a "Covenant and Environmental Restriction on Property" dated as of 16<sup>th</sup>, 2019, and recorded on December, 2019, in the Official Records of Santa Clara County, California as Document No. \_\_\_\_\_, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the Burdened Property described herein. This statement is not a declaration that a hazard exists."

#### ARTICLE IV VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

#### ARTICLE V MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

*If To: "Covenantor"*  
Santa Clara Valley Transportation Authority  
3331 North First Street  
San Jose, California 95134

If To: "Board"  
Regional Water Quality Control Board  
San Francisco Bay Region  
Attention: Executive Officer  
1515 Clay Street, Suite 1400  
Oakland, California 94612

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.


5.5 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Santa Clara within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.


5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor: Santa Clara Valley Transportation Authority

By:   
Title: General Manager/CEO  
Date: 12/2/19

Agency: State of California. San Francisco Bay Regional Water Quality Board

By:   
Title: Executive Officer  
Date: 12/3/19

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

On \_\_\_\_\_, 20\_\_ before me, the undersigned a Notary Public in and for said state, personally appeared Nuria Fernandez General Manager, Santa Clara Valley Transportation Authority, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said  
County and State

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

On \_\_\_\_\_, 20\_\_ before me, the undersigned a Notary Public in and for said state, personally appeared [EXECUTIVE OFFICER], personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said  
County and State

## ACKNOWLEDGMENT

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 Santa Clara )

On December 5, 2019 before me, Angelica A. Bonifacio  
(insert name and title of the officer)

personally appeared Nuria I. Fernandez  
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.

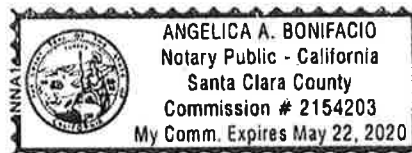
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



State of California )  
County of Alameda )

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

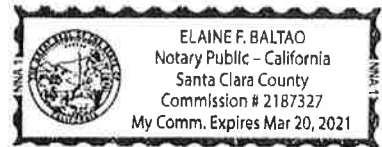
On December 13, 2019 before me, Elaine F. Baltao, Notary Public,  
(here insert name and title of the officer)

personally appeared Michael Maxwell Montgomery

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 Elaine Baltao

(Seal)

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Consent & Env. Restriction on Property  
VIA EASE SUBJ alignment - (Treatment, Allipia, S/S, 1735 S. Divisadero)  
containing 6 pages, and dated Dec 13, 2019  
+ Exhibits

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney in-Fact  
 Corporate Officer(s) Executive Director  
Titles)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other:

representing: State of California, SF Bay Regional  
Name(s) of Person(s) or Entity(ies) Signer is Representing  
Water Quality Board

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:  
Page # 11 Entry # 5

Notary contact: 408-321-7578

### Other

- Additional Signer(s)  Signer(s) Thumbprint(s)

EXHIBIT A

See attached Exhibit A for Legal Description of the VTA-BART Silicon Valley Berryessa  
Extension Project Alignment Fremont, Milpitas, and San Jose

**EXHIBIT "A-1"**  
**LEGAL DESCRIPTION**

---

**B006-10-01**

APN's: 519-850-052-02 and 519-0950-011-01

**REAL PROPERTY** situated in the City of Fremont, County of Alameda, State of California, being a portion of Parcel 24, as described in the Grant Deed, recorded December 11, 2002, as Document No. 2002-578558, Alameda County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of Parcel B2005-01, as described in the Grant Deed, recorded on November 21, 2014, as Document No. 2014-282372, Alameda County Official Records, lying on the easterly line of said Parcel 24;

Thence along said easterly line, North 22°28'20" West, 62.35 feet;

Thence South 67°31'40" West, 5.61 feet to the **TRUE POINT OF BEGINNING**;

Thence South 21°38'55" East, 157.37 feet;

Thence South 22°17'49" East, 499.84 feet;

Thence South 22°21'27" East, 364.14 feet;

Thence South 22°11'08" East, 108.70 feet;

Thence South 22°34'10" East, 180.96 feet;

Thence South 22°26'21" East, 325.22 feet;

Thence South 22°30'33" East, 452.37 feet;

Thence South 67°31'40" West, 15.92 feet to a line parallel with and 34.00 feet easterly of the westerly line of said Parcel 24;

Thence along said parallel line, North 22°28'20" West, 289.88 feet;

Thence South 67°31'40" West, 27.00 feet to a line parallel with and 7.00 feet easterly of the westerly line of said Parcel 24;

Thence along said parallel line, North 22°28'20" West, 691.50 feet;

Thence North 67°31'40" East, 20.59 feet;

Thence North 23°01'25" West, 399.74 feet;

Thence South 68°30'43" West, 15.64 feet to a line parallel with and 6.50 feet easterly of the westerly line of said Parcel 24;

Thence along said parallel line, North 21°29'17" West, 707.92 feet;

Thence North 68°30'43" East, 34.31 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 70,633 square feet, more or less.

---

**B006-10-02**

**APN 519-1005-028-03**

**REAL PROPERTY** situated in the City of Fremont, County of Alameda, State of California, being a portion of Parcel 25, as described in the Grant Deed, recorded December 11, 2002, as Document No. 2002-578558, Alameda County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of Lot 7 as shown on the map of Tract 4464, filed for record on July 11, 1980, in Book 120 of Maps, at Page 9, Alameda County Official Records, lying on the easterly line of said Parcel 25;

Thence along said easterly line, North 20°26'05" West, 258.67 feet;

Thence South 69°33'55" West, 13.93 feet to the **TRUE POINT OF BEGINNING**;

Thence South 20°36'56" East, 720.09 feet;

Thence South 20°13'57" East, 839.10 feet;



Thence South 69°37'00" West, 12.99 feet to a line parallel with and 32.00 feet easterly of the westerly line of said Parcel 25;

Thence along said parallel line, North 20°23'00" West, 902.62 feet;

Thence South 69°37'00" West, 30.00 feet to a line parallel with and 2.00 feet easterly of the westerly line of said Parcel 25;

Thence along said parallel line, North 20°23'00" West, 501.95 feet;

Thence North 69°37'00" East, 30.00 feet to a line parallel with and 32.00 feet easterly of the westerly line of said Parcel 25;

Thence along said parallel line, North 20°23'00" West, 154.61 feet;

Thence North 69°37'00" East, 12.28 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 36,779 square feet, more or less.

---

**B006-10-03**

APN's: 519-1005-028-03, 519-1743-006 & 519-1743-008

**REAL PROPERTY** situated in the City of Fremont, County of Alameda, State of California, being a portion of Parcel 25, as described in the Grant Deed, recorded December 11, 2002, as Document No. 2002-578558, Alameda County Official Records, together with a portion of Parcel 26, as described in the Grant Deed, recorded December 11, 2002, as Document No. 2002-578559, Alameda County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of Parcel 1 as shown on Parcel Map 8108, filed for record on June 5, 2003, in Book 270 of Parcel Maps, at Page 75, Alameda County Records, lying on the easterly line of said Parcel 25;

Thence along said easterly line, North 20°26'05" West, 61.25 feet.

Thence South 69°33'35" West, 25.00 feet to the **TRUE POINT OF BEGINNING**, lying on a line parallel with and 25.00 feet westerly of said easterly line;

Thence along said parallel line, South 20°26'05" East, 127.17 feet;

Thence North 69°33'55" East, 12.38 feet;

Thence South 20°19'36" East, 1035.95 feet;

Thence South 69°37'00" West, 39.14 feet to a line parallel with and 7.00 feet easterly of the westerly line of said Parcel 25 and its northwesterly extension;

Thence along said parallel line, North 20°23'00" West, 1,163.11 feet;

Thence North 69°37'00" East, 27.67 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 44,602 square feet, more or less.

---

**B006-10-04**

APN's: 519-1010-030 & 519-1743-006

**REAL PROPERTY** situated in the City of Fremont, County of Alameda, State of California, being a portion of Parcels 27, 28 and 29, as described in the Grant Deed, recorded December 11, 2002, as Document No. 2002-578558, Alameda County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of Lot 7, as shown on the Amended map of Tract 4394, filed for record on May 11, 1982, in Book 132 of Maps, at Page 72, Alameda County Official Records, lying on the easterly line of said Parcel 27;

Thence along said easterly line, South 21°23'00" East, 43.93 feet;

Thence South 68°37'00" West, 13.83 feet to the **TRUE POINT OF BEGINNING**;

Thence South 21°08'55" East, 605.46 feet;

Thence South 21°28'51" East, 2085.29 feet;

Thence South 68°37'00" West, 24.24 feet to a line parallel with and 23.00 feet easterly of the westerly lines of said Parcels 29, 28 and 27;

Thence along said parallel line, North 21°23'00" West, 2690.75 feet;

Thence North 68°37'00" East, 23.17 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 60,121 square feet, more or less.

---

**B006-10-05**

**APN 022-31-017**

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 5, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most southerly corner of that certain parcel of land described in the Grant Deed, recorded June 25, 2014, as Document No. 22629645, Santa Clara County Official Records, lying on the easterly line of said Parcel 5;

Thence along said easterly line, South 21°22'40" East, 99.03 feet;

Thence South 68°37'20" West, 53.00 feet to the **TRUE POINT OF BEGINNING**, lying on a line parallel with and 53.00 feet westerly of said easterly line;

Thence along said parallel line, South 21°22'40" East, 699.57 feet;

Thence South 68°37'20" West, 8.50 feet to a line parallel with and 18.50 feet easterly of the westerly line of said Parcel 5;

Thence along said parallel line, North 21°22'40" West, 699.57 feet;

Thence North 68°37'20" East, 8.50 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 5,946 square feet, more or less.

---

**B006-10-06**

**APN's: 022-31-017 & 028-23-019**

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being portions of Parcels 5 & 6, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, together with a portion of Parcel B2603-01, as described in the Final Order of Condemnation, recorded September 23, 2009, as Document No. 20441069, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at an angle point in the general easterly line of said Parcel 5, being the northerly terminus of the course "North 09°02'42" West, 381.67 feet", as shown on the map entitled "RECORD OF SURVEY VTA-BART EXTENSION", filed for record on December 7, 2007, in Book 821 of Maps, at Page 1, Santa Clara Official Records, being the beginning of a non-tangent curve to the right;

Thence northerly along said easterly line and along said non-tangent curve, having a radius of 11418.58 feet, the radial bearing of which bears South 67°41'15" West, through a central angle of 0°21'47" for an arc length of 72.33 feet;

Thence South 68°03'02" West, 24.95 feet to the **TRUE POINT OF BEGINNING**;

Thence South 21°58'49" East, 648.84 feet;

Thence South 68°01'11" West, 33.00 feet;

Thence North 21°58'49" West, 648.84 feet;

Thence North 68°01'11" East, 33.00 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 21,412 square feet, more or less.

---

**B006-10-07**  
**APN 086-26-037**

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being portions of Parcels 10, 11 and 12, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most northerly corner of said Parcel 11;

Thence along the northerly line of said Parcel 11, South 75°29'16" West, 53.81 feet to the **TRUE POINT OF BEGINNING**, lying on a line parallel with and 63.50 feet easterly of the westerly line of said Parcel 11;

Thence along said parallel line and along a line parallel with and 63.50 feet easterly of the westerly line of said Parcel 12, South 23°00'44" East, 784.30 feet;

Thence South 66°59'16" West, 47.00 feet to a line parallel with and 16.50 feet westerly of the easterly lines of said Parcels 12, 11 and 10;

Thence along said parallel line, North 23°00'44" West, 1191.73 feet;

Thence North 66°59'16" East, 47.00 feet to a line parallel with and 63.50 feet westerly of the easterly line of said Parcel 10;

Thence along said parallel line, South 23°00'44" East, 407.43 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 56,011 square feet, more or less.

---

**82252-01-11**  
APN 092-08-083

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of the parcel of land as described in the Grant Deed, recorded November 9, 2011, as Document No. 21410851, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most southerly corner of said parcel of land, lying on the easterly line of Parcel 15, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records;

Thence along said easterly line, North 23°01'16" West, 54.16 feet;

Thence North 66°58'44" East, 134.74 feet to the **TRUE POINT OF BEGINNING**;

Thence North 23°01'00" West, 100.60 feet;

Thence South 66°59'00" West, 9.25 feet;

Thence North 23°01'00" West, 31.17 feet;

Thence North 66°59'00" East, 9.25 feet;

Thence North 23°01'00" West, 120.67 feet;

Thence North 66°59'00" East, 15.17 feet;

Thence North 23°01'00" West, 13.17 feet;

Thence North 66°59'00" East, 214.17 feet;

Thence South 23°01'00" East, 12.08 feet;

Thence North 66°59'00" East, 20.67 feet;

Thence South 23°01'00" East, 253.75 feet;

Thence South 66°59'00" West, 19.92 feet;

Thence South 23°01'00" East, 13.17 feet;

Thence South 66°59'00" West, 210.17 feet;

Thence North 23°01'00" West, 13.40 feet;

Thence South 66°59'00" West, 19.92 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 69,059 square feet, more or less.

---

**B006-10-09A**

APN's: 092-07-007, 092-08-002 & 092-08-083

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 15, as shown on that certain map entitled "RECORD OF SURVEY VTA-BART EXTENSION", filed for record on December 7, 2007, in Book 821 of Maps, at Page 1, Santa Clara County Records; a portion of the parcel of land as described in the Grant Deed, recorded November 9, 2011, as

Document No. 21410851, Santa Clara County Official Records; and a portion of Parcel B2253-1 as described in the Final Order of Condemnation, recorded August 18, 2016, as Document No. 23403384, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most northerly corner of said Parcel 15;

Thence along the easterly line of said Parcel 15, South 23°01'16" East, 64.90 feet to the **TRUE POINT OF BEGINNING**;

Thence North 67°37'09" East, 12.87 feet;

Thence South 22°22'51" East, 35.63 feet;

Thence South 67°37'09" West, 6.21 feet;

Thence South 22°22'51" East, 20.92 feet;

Thence North 67°37'09" East, 4.89 feet;

Thence South 22°22'51" East, 35.15 feet;

Thence North 67°37'09" East, 5.94 feet;

Thence South 22°22'51" East, 30.29 feet;

Thence South 76°00'50" East, 12.48 feet;

Thence South 22°22'51" East, 136.85 feet;

Thence South 67°37'09" West, 5.02 feet;

Thence South 22°22'51" East, 50.52 feet;

Thence North 67°37'09" East, 7.00 feet;

Thence South 22°22'51" East, 24.40 feet;

Thence South 67°37'09" West, 6.08 feet;

Thence South 22°22'51" East, 30.42 feet;

Thence North 67°37'09" East, 6.75 feet;

Thence South 22°22'51" East, 81.42 feet;

Thence South 29°14'57" West, 23.42 feet;

Thence South 22°22'51" East, 68.34 feet to the general southerly line of said Parcel B2253-1, being the beginning of a non-tangent curve to the right;

Thence northwesterly along said general southerly line and along said non-tangent curve, having a radius of 449.07 feet, the radial line of which bears South 49°04'30" West, through a central angle of 2°07'25" West for an arc length of 16.64 feet;

Thence North 22°22'51" West, 54.88 feet;

Thence North 29°14'57" East, 23.42 feet;

Thence North 22°22'51" West, 74.00 feet;

Thence South 67°37'09" West, 6.75 feet;

Thence North 22°22'51" West, 40.42 feet;

Thence North 67°37'09" East, 6.08 feet;

Thence North 22°22'51" West, 14.40 feet;

Thence South 67°37'09" West, 7.00 feet;

Thence North 22°22'51" West, 60.52 feet;

Thence North 67°37'09" East, 5.02 feet;

Thence North 22°22'51" West, 129.32 feet;

Thence North 76°00'50" West, 12.48 feet;

Thence North 22°22'51" West, 27.81 feet;



Thence South 67°37'09" West, 5.94 feet;

Thence North 22°22'51" West, 35.15 feet;

Thence South 67°37'09" West, 4.89 feet;

Thence North 22°22'51" West, 30.92 feet;

Thence North 67°37'09" East, 6.21 feet;

Thence North 22°22'51" West, 25.63 feet;

Thence South 67°37'09" West, 19.74 feet;

Thence North 22°22'51" West, 10.77 feet;

Thence North 67°37'09" East, 5.00 feet;

Thence South 22°22'51" East, 5.77 feet;

Thence North 67°37'09" East, 6.87 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 3,047 square feet, more or less.

---

**B006-10-08**

APN's: 092-07-007 & 092-07-010

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 15, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, together with a portion of Parcel 2251-1, as described in the Final Order of Condemnation, recorded November 12, 2014, as Document No. 22766260, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most northerly corner of said Parcel 2251-1, lying on the westerly line of said Parcel 15;

Thence along said westerly line, South 23°01'16" East, 176.11 feet;

Thence South 66°58'44" West, 10.49 feet to the **TRUE POINT OF BEGINNING**;

Thence South 22°59'47" East, 128.35 feet;

Thence North 66°17'15" East, 5.79 feet;

Thence South 23°01'12" East, 60.48 feet;

Thence South 63°37'40" West, 5.80 feet;

Thence South 22°54'41" East, 14.53 feet;

Thence North 68°59'02" East, 5.65 feet;

Thence South 22°57'01" East, 40.84 feet;

Thence South 63°37'09" West, 5.92 feet;

Thence South 23°27'45" East, 73.38 feet;

Thence South 75°50'19" East, 27.12 feet;

Thence South 22°51'14" East, 244.54 feet;

Thence South 67°37'09" West, 6.05 feet;

Thence South 22°22'51" East, 33.50 feet;

Thence North 67°37'09" East, 7.13 feet;

Thence South 22°22'51" East, 12.92 feet;

Thence South 67°37'09" West, 5.00 feet;

Thence North 22°22'51" West, 7.92 feet;

Thence South 67°37'09" West, 7.13 feet;

Thence North 22°22'51" West, 43.50 feet;

Thence North 67°37'09" East, 6.01 feet;

Thence North 22°51'14" West, 237.01 feet;

Thence North 75°50'19" West, 27.09 feet;

Thence North 23°27'45" West, 80.93 feet;

Thence North 67°37'09" East, 5.97 feet;

Thence North 22°57'01" West, 30.95 feet;

Thence South 68°59'02" West, 5.66 feet;

Thence North 22°54'41" West, 24.08 feet;

Thence North 63°37'40" East, 5.79 feet;

Thence North 23°01'12" West, 50.70 feet;

Thence South 66°17'15" West, 5.79 feet;

Thence North 22°59'47" West, 133.41 feet;

Thence North 67°00'13" East, 5.00 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 3,360 square feet, more or less.

---

**B006-10-10**

APN's: 244-13-001 & 244-15-006

**REAL PROPERTY** situated in the City of San Jose, County of Santa Clara, State of California, being portions of Parcels 21, 22, 23, 24 and 25, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most southerly corner of Parcel 20, as shown on that certain map entitled "RECORD OF SURVEY VTA-BART EXTENSION", filed for record on December 7, 2007, in Book 821 of Maps, at Page 1, Santa Clara County Records, being the beginning of a non-tangent to the right;

Thence southerly along the easterly line of said Parcel 21 and along said non-tangent curve, having a radius of 5759.35 feet, the radial bearing of which bears North 69°06'27" East, through a central angle of 1°41'03" for an arc length of 169.28 feet;

Thence South 70°47'29" West, 24.50 feet to the **TRUE POINT OF BEGINNING**, lying on a curve concentric with and 24.50 feet westerly of the easterly line of said Parcel 21;

Thence southerly along said concentric curve, having a radius of 5734.85 feet, the radial bearing of which bears North 70°47'29" East, through a central angle of 5°11'33" for an arc length of 519.72 feet;

Thence South 14°00'58" East, 2602.87 feet;

Thence South 75°59'02" West, 35.75 feet to the westerly line of said Parcel 25;

Thence along said westerly line and the westerly lines of said Parcels 24, 23, 22 and 21, the following five (5) courses:

1. North 14°00'28" West, 1116.57 feet;
2. North 14°00'32" West, 479.38 feet;
3. North 14°00'50" West, 774.24 feet;
4. North 14°00'58" West, 232.68 feet to the beginning of a tangent curve to the left;
5. Along said tangent curve, having a radius of 5699.35 feet, through a central angle of 5°11'33" for an arc length of 516.50 feet;

Thence North 70°47'29" East, 35.50 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 111,023 square feet, more or less.

**REAL PROPERTY** situated in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel 35, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most southerly corner of Parcel 34, as described in said Grant Deed, lying on the westerly line of said Parcel 35;

Thence along said westerly line, South 14°02'15" East, 219.62 feet to the **TRUE POINT OF BEGINNING**;

Thence North 75°57'45" East, 41.50 feet to a line parallel with and 41.50 feet easterly of said westerly line;

Thence along said parallel line, South 14°02'15" East, 139.00 feet;

Thence South 75°57'45" West, 41.50 feet to said westerly line;

Thence along said westerly line, North 14°02'15" West, 139.00 feet to the **POINT OF BEGINNING**.

Containing an area of 5,768 square feet, more or less.

---

**B006-10-12**  
APN 254-01-034

**REAL PROPERTY** situated in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel 49, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of Parcel A as shown on that certain Parcel Map, filed for record on September 16, 1970, in Book 273 of Maps, at Page 16, Santa Clara County Records, lying on the easterly line of said Parcel 49;

Thence along said easterly line, South 14°02'51" East, 18.34 feet;

Thence South 75°57'09" West, 9.50 feet to the **TRUE POINT OF BEGINNING**, lying on a line parallel with and 9.50 feet westerly of said easterly line;

Thence along said parallel line, South 14°02'51" East, 99.18 feet;

Thence South 75°57'09" West, 43.50 feet to a line parallel with and 53.00 feet westerly of said easterly line;

Thence along said parallel line, North 14°02'51" West, 82.18 feet;

Thence North 54°36'09" East, 46.71 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 3,945 square feet, more or less.

---

**B006-10-13**  
**APN 254-01-034**

**REAL PROPERTY** situated in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel 49, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of Parcel B3010-01, as described in the Final Order of Condemnation, recorded July 29, 2016, as Document No. 23385099, Santa Clara County Official Records, lying on the easterly line of said Parcel 49;

Thence along said easterly line, South 14°02'51" East, 2.75 feet;

Thence South 75°57'09" West, 2.50 feet to the **TRUE POINT OF BEGINNING**;

Thence South 75°57'09" West, 49.50 feet to a line parallel with and 52.00 feet westerly of said easterly line;

Thence along said parallel line, North 14°02'51" West, 330.92 feet;

Thence North 75°57'09" East, 49.50 feet to a line parallel with and 2.50 feet westerly of said easterly line;

Thence along said parallel line, South 14°02'51" East, 330.92 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 16,381 square feet, more or less.

---

Plat Exhibit "A-2" attached and by this reference made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

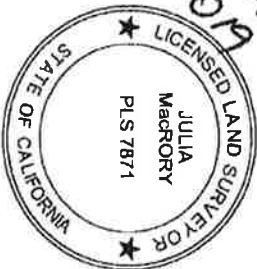
11-27-2019  
Date

Julia MacRory  
Julia MacRory, LS 7871  
Survey and Mapping Manager



PARCEL NO.	ASSESSOR'S PARCEL NUMBER(S)	AREA (SQFT.)	SHEET NO.
B006-10-01	519-0850-052-02 & 519-0950-011-01	70,633	4-7
B006-10-02	519-1005-028-03	36,779	8-10
B006-10-03	519-1005-028-03, 519-1743-006 & 519-1743-008	44,602	11-13
B006-10-04	519-1010-030 & 519-1743-006	60,121	14-19
B006-10-05	022-31-017	5,946	20-21
B006-10-06	022-31-017 & 028-23-019	21,412	22-23
B006-10-07	086-26-037	56,011	24-26
B2252-01-11	092-08-083	69,059	27
B006-10-09A	092-07-007, 092-08-002 & 092-08-083	3,047	28-30
B006-10-08	092-07-007 & 092-07-010	3,360	31-33
B006-10-10	244-13-001 & 244-15-006	111,023	34-40
B006-10-11	245-48-006	5,768	41
B006-10-12	254-01-034	3,945	42
B006-10-13	254-01-034	16,381	43

*Julia MacRory*  
11.27.19



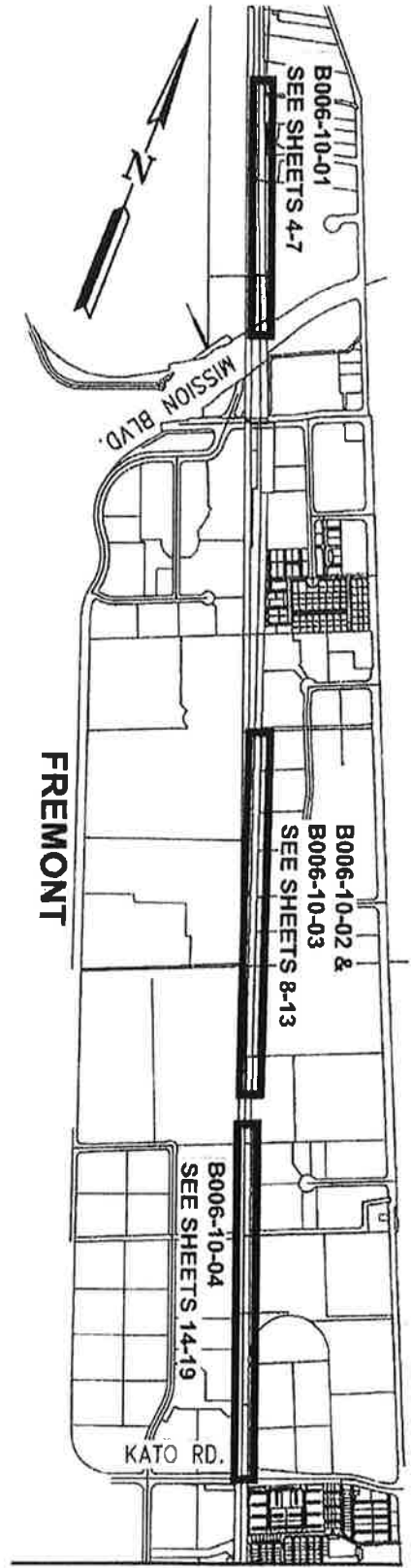
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**EXHIBIT "A-2"**  
 CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA  
 CITIES OF MILPITAS AND SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH. 408-321-5896  
 FAX 408-321-5890

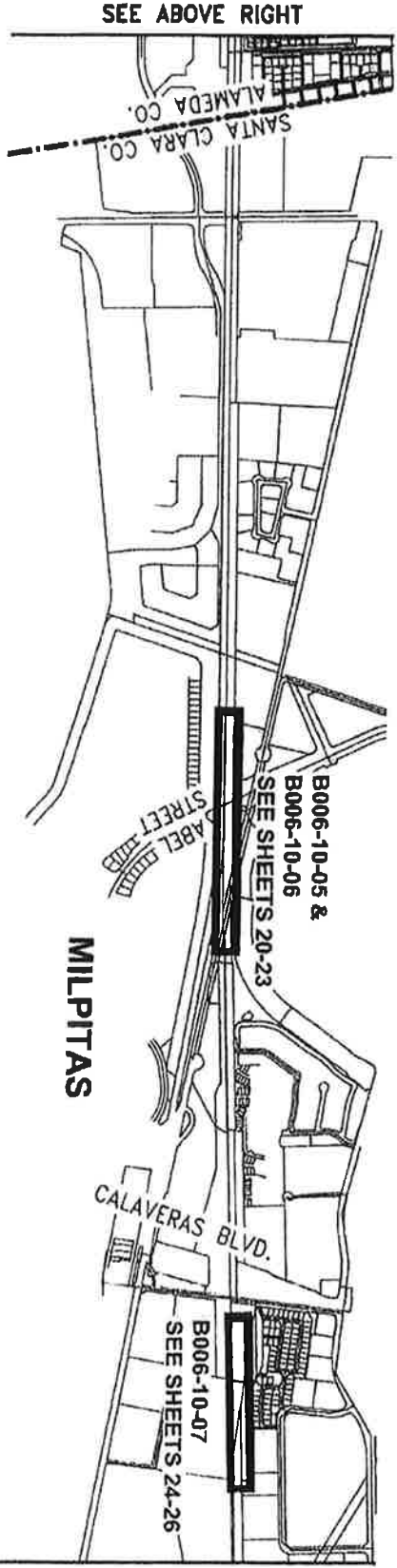
SCALE: NTS	Drawn By:	Checked By:	SHEET:
DATE: 11/21/19	H. BRASALI	J. MACRORY	1 OF 43





FREMONT

SEE BELOW LEFT



MILPITAS

SEE SHEET 3 OF 43 TOP LEFT

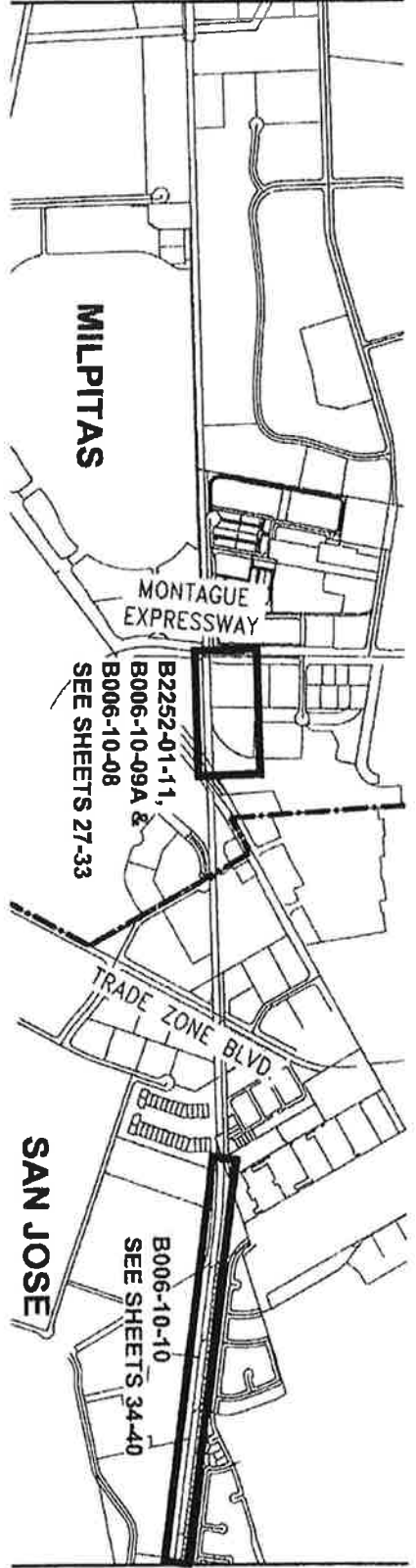
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**INDEX SHEET (1)**  
 CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA  
 CITIES OF MILPITAS AND SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



SCALE: NTS  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MACRORY  
 SHEET: 2 OF 43

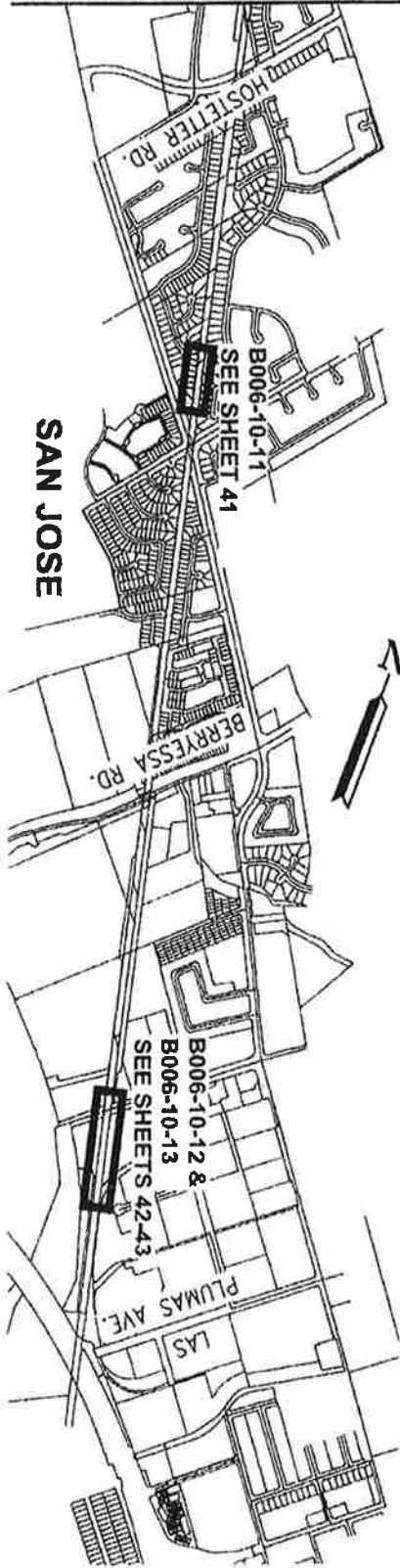
3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-321-5885  
 FAX: 408-321-5880

SEE SHEET 2 OF 43 BELOW RIGHT



SEE BELOW LEFT

SEE ABOVE RIGHT



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**INDEX SHEET (II)**  
 CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA  
 CITIES OF MILPITAS AND SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

SCALE: NTS  
 DATE: 11/21/19

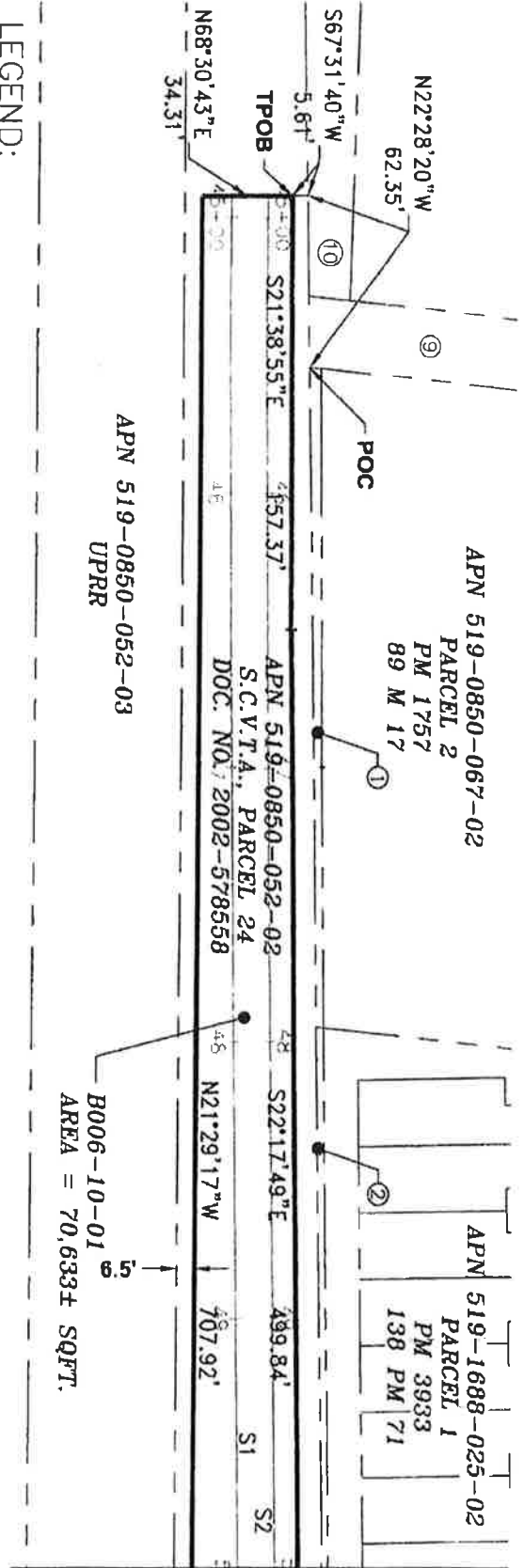
Drawn By:  
 H. BRASALI

Checked By:  
 J. MCCRORY

SHEET:  
 3 OF 43



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH. 408-327-5985  
 FAX 408-327-5990



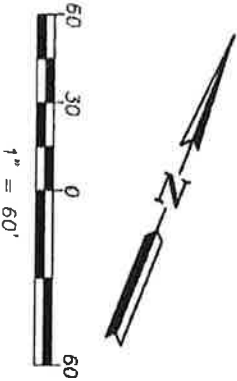
MATCHLINE - SEE SHEET 5 OF 43

**LEGEND:**

- IM = IMAGE
- M = MAPS
- PM = PARCEL MAPS
- POC = POINT OF COMMENCEMENT
- RE = REEL
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SOFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING

**NOTES:**

- ① INDICATES APN 519-0850-067-01, S.C.V.T.A., DOC. NO. 2014-282372.
- ② INDICATES APN 519-1688-025-01, S.C.V.T.A., DOC. NO. 2014-267050.
- ③ INDICATES APN 519-0850-053, ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RE:1833 IM:526.
- ④ INDICATES APN 519-0850-062-03, BART, DOC. NO. 2009-356859.



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

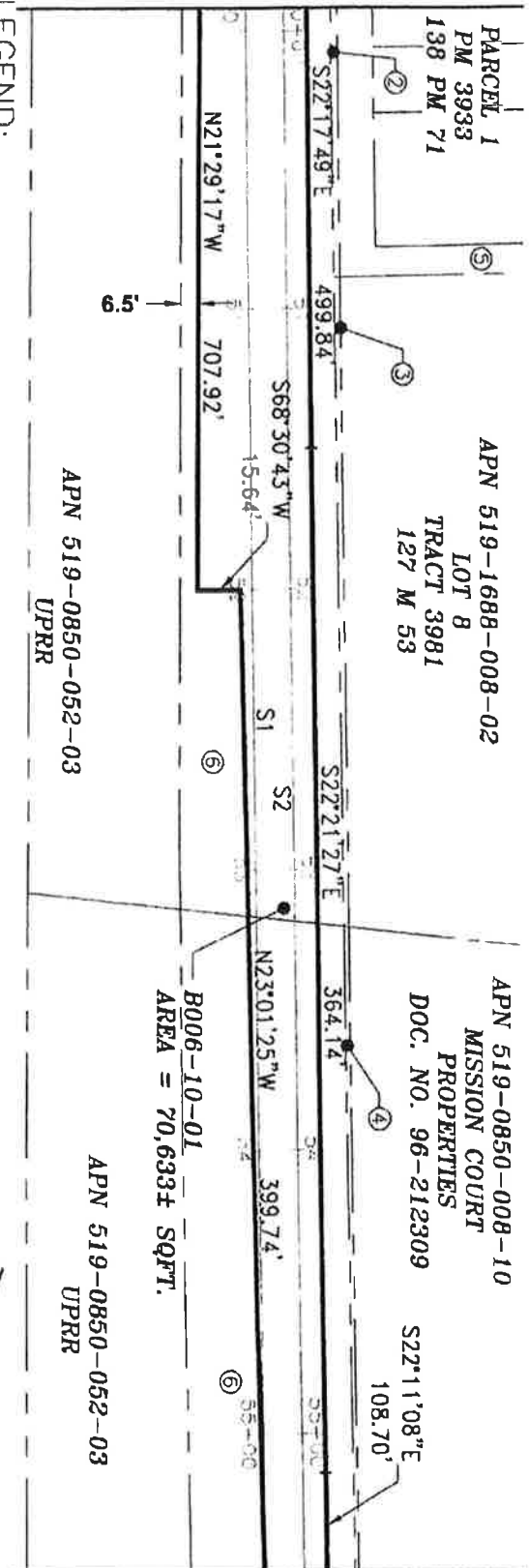
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-01**  
 APN'S 519-0850-052-02 & 519-0950-011-01  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



3331 N. FIRST ST., SUITE A  
 SAN JOSE, CA 95134-1906  
 PH: 408-321-5986  
 FAX: 408-321-5980

SCALE: 1"=60'	Drawn By: H. BRASALL	Checked By: J. MACRORY	SHEET: 4 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 4 OF 43



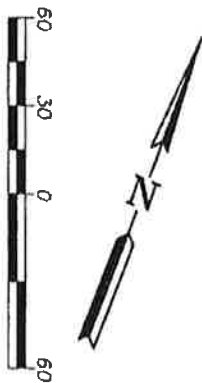
MATCHLINE - SEE SHEET 6 OF 43

**LEGEND:**

PM = PARCEL MAPS  
 S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

**NOTES:**

- ② INDICATES APN 519-1688-025-01, S.C.V.T.A., DOC. NO. 2014-267050.
- ③ INDICATES APN 519-1688-008-01, S.C.V.T.A., DOC. NO. 2014-248393.
- ④ INDICATES APN 519-0850-008-09, S.C.V.T.A., DOC. NO. 2015-082352.
- ⑤ INDICATES APN 519-1688-025-02, PARCEL 1, PM 3933, 138 PM 71.
- ⑥ INDICATES APN 519-0850-052-02, S.C.V.T.A., PARCEL 24, DOC. NO. 2002-578558.



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

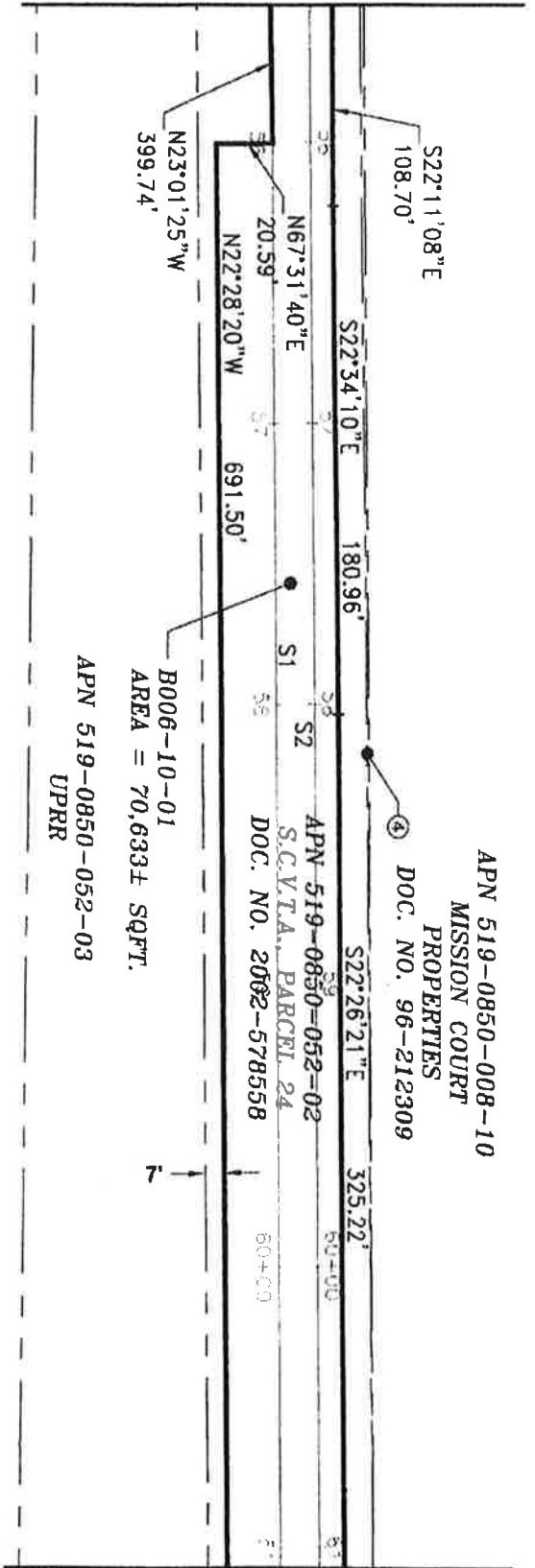
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-01**  
 APN'S 519-0850-052-02 & 519-0950-011-01  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



3301 N FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 TEL: 408-271-5885  
 FAX: 408-271-5880

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 5 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 5 OF 43



MATCHLINE - SEE SHEET 7 OF 43

**LEGEND:**

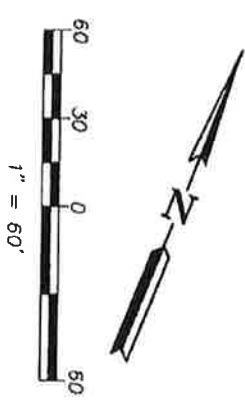
S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET


**NOTE:**

- ④ INDICATES APN 519-0850-008-09, S.C.V.T.A., DOC. NO. 2015-082352.

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-01**  
 APN'S 519-0850-052-02 & 519-0950-011-01  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



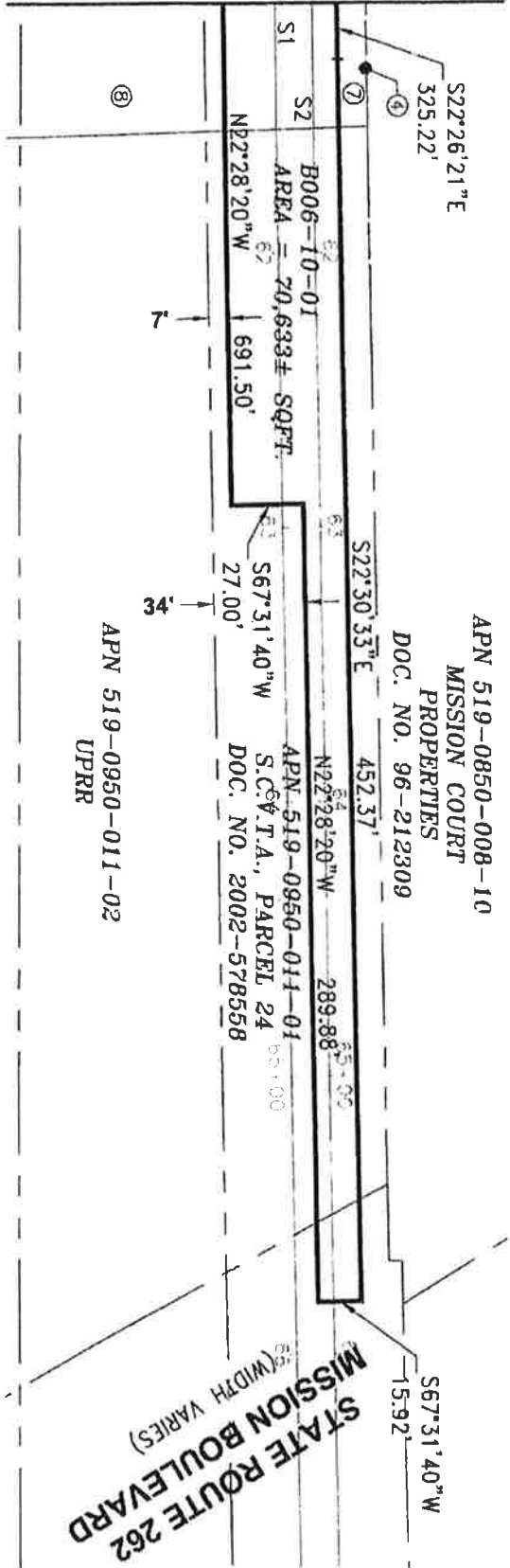


**Santa Clara Valley  
Transportation  
Authority**

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1966  
 PH. 408-321-5886  
 FAX 408-321-8880

SCALE: 1" = 60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 6 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 6 OF 43



**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

**NOTES:**

- ④ INDICATES APN 519-0850-008-09, S.C.V.T.A., DOC. NO. 2015-082352.
- ⑦ INDICATES APN 519-0850-052-02, S.C.V.T.A., PARCEL 24, DOC. NO. 2002-578558
- ⑧ INDICATES APN 519-0850-052-03, UPRR.

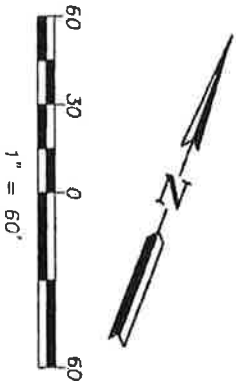
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005353 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-01**  
 APN'S 519-0850-052-02 & 519-0950-011-01  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

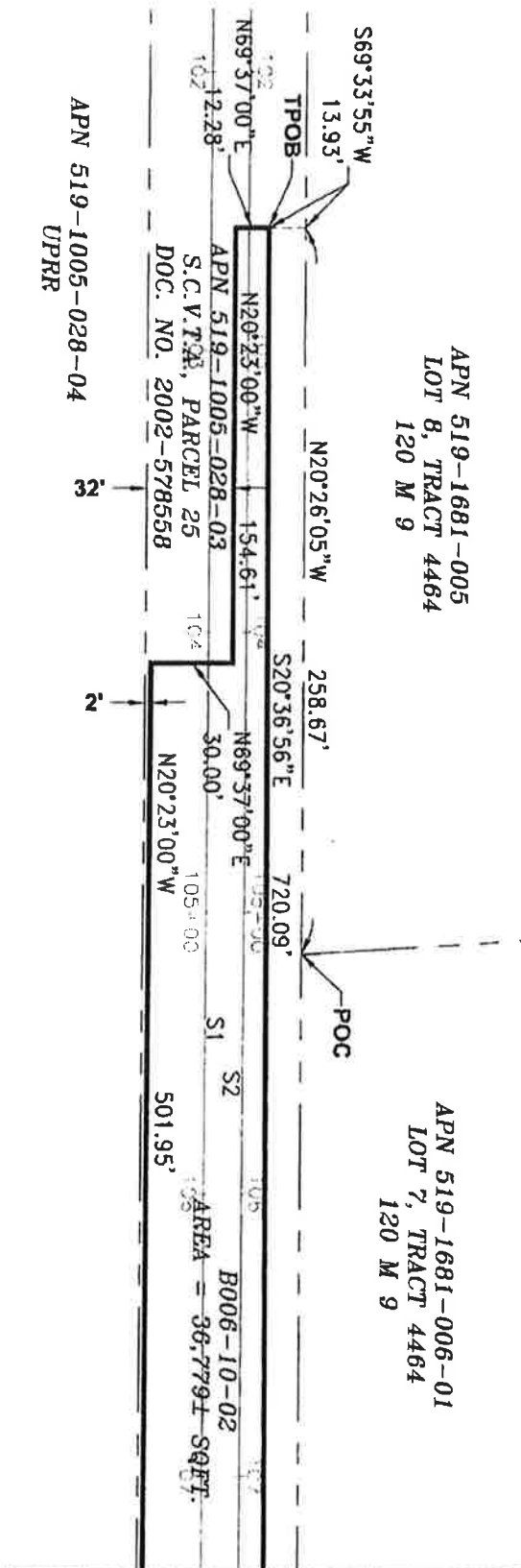


3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1995  
 PH. 408-321-5985  
 FAX 408-321-5980

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MacRORY	SHEET: 7 OF 43
DATE: 11/21/19			



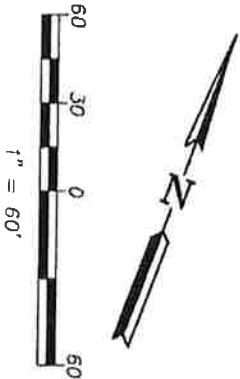
**WESTINGHOUSE DRIVE**



**LEGEND:**

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- UPRR = UNION PACIFIC RAILROAD
- = LENGTH OF LINE NOT TO SCALE

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B006-10-02  
 APN 519-1005-028-03  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-321-5985  
 FAX: 408-321-5980

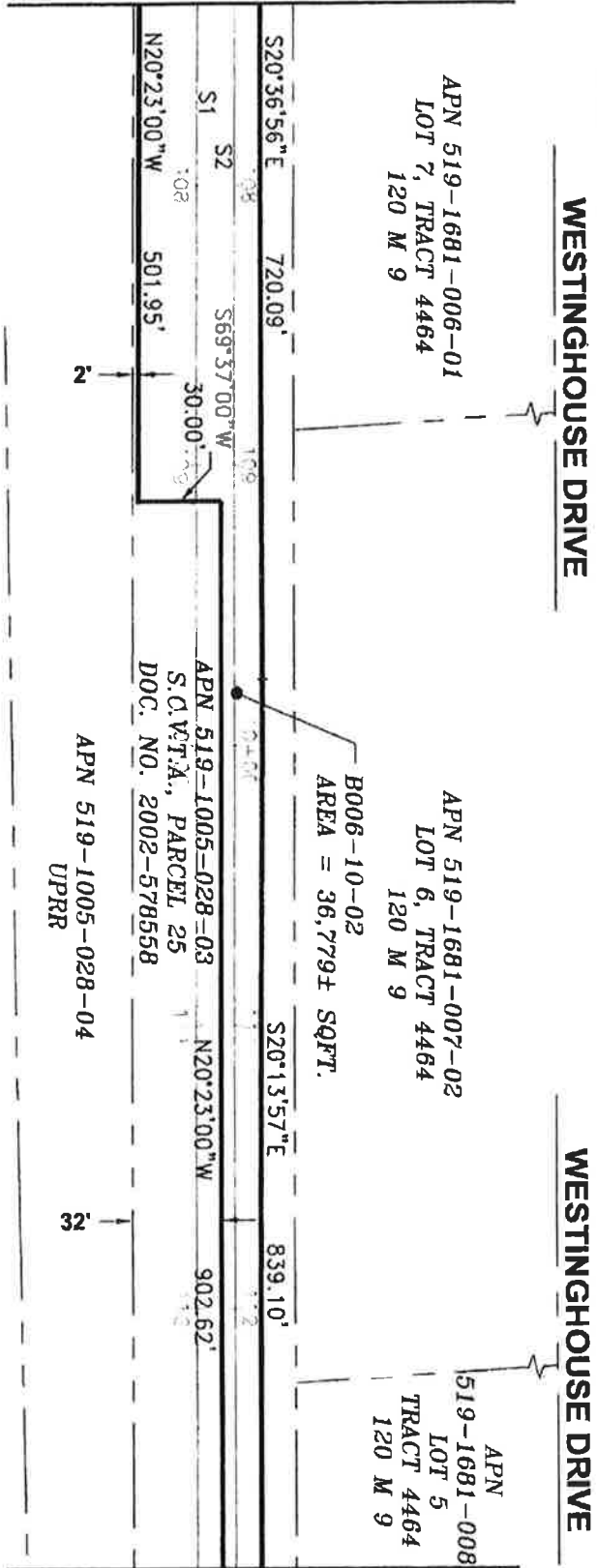
SCALE: 1" = 60'  
 DATE: 11/21/19

Drawn By:  
 H. BRASALI

Checked By:  
 J. MacFORY

SHEET:  
 8 OF 43

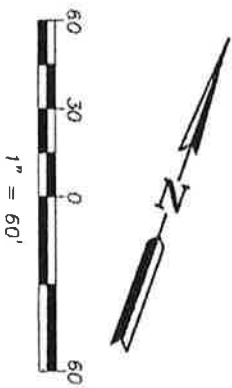
MATCHLINE - SEE SHEET 8 OF 43



**LEGEND:**

- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD
- = LENGTH OF LINE NOT TO SCALE

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-02**  
 APN 519-1005-028-03  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95194-1906  
 PH. 408-271-9866  
 FAX 408-271-9890

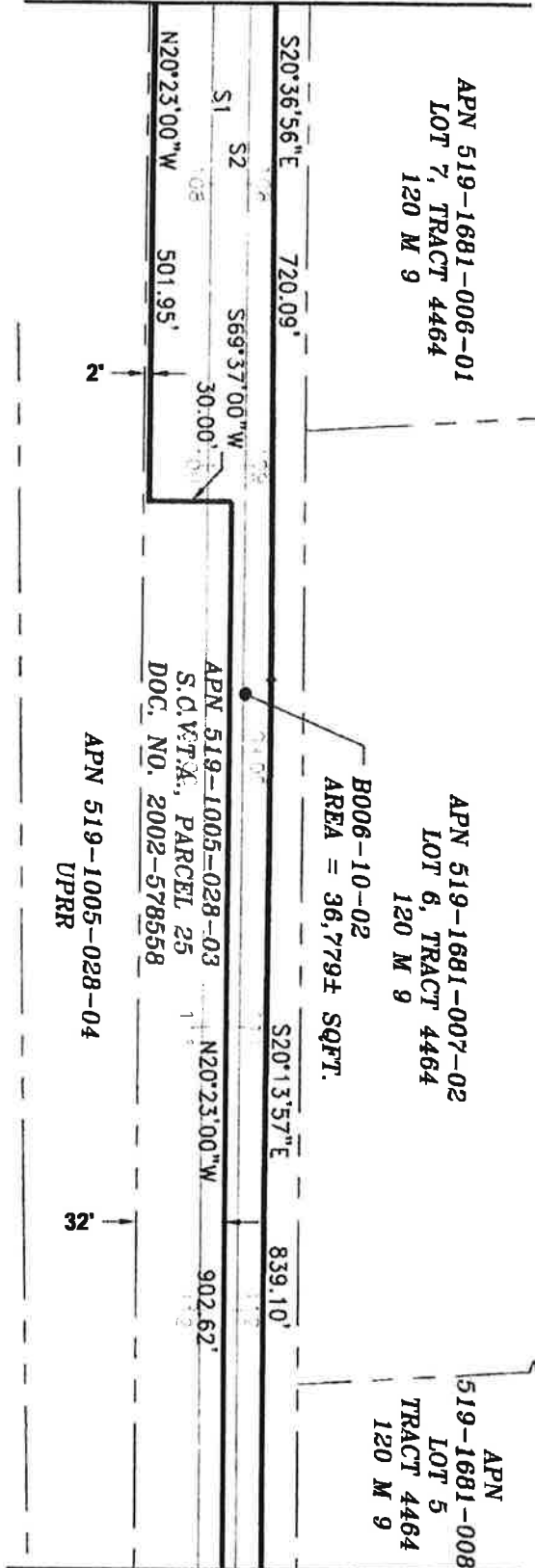
SCALE: 1"=60'  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MACRORY  
 SHEET: 9 OF 43



MATCHLINE - SEE SHEET 8 OF 43

WESTINGHOUSE DRIVE

WESTINGHOUSE DRIVE



MATCHLINE - SEE SHEET 10 OF 43

**LEGEND:**

- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD
- = LENGTH OF LINE NOT TO SCALE

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B006-10-02  
 APN 519-1005-028-03  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

SCALE: 1"=60'  
 DATE: 11/21/19

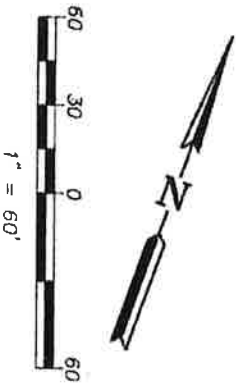
Drawn By: H. BRASALI

Checked By: J. MCCRORY

SHEET: 9 OF 43

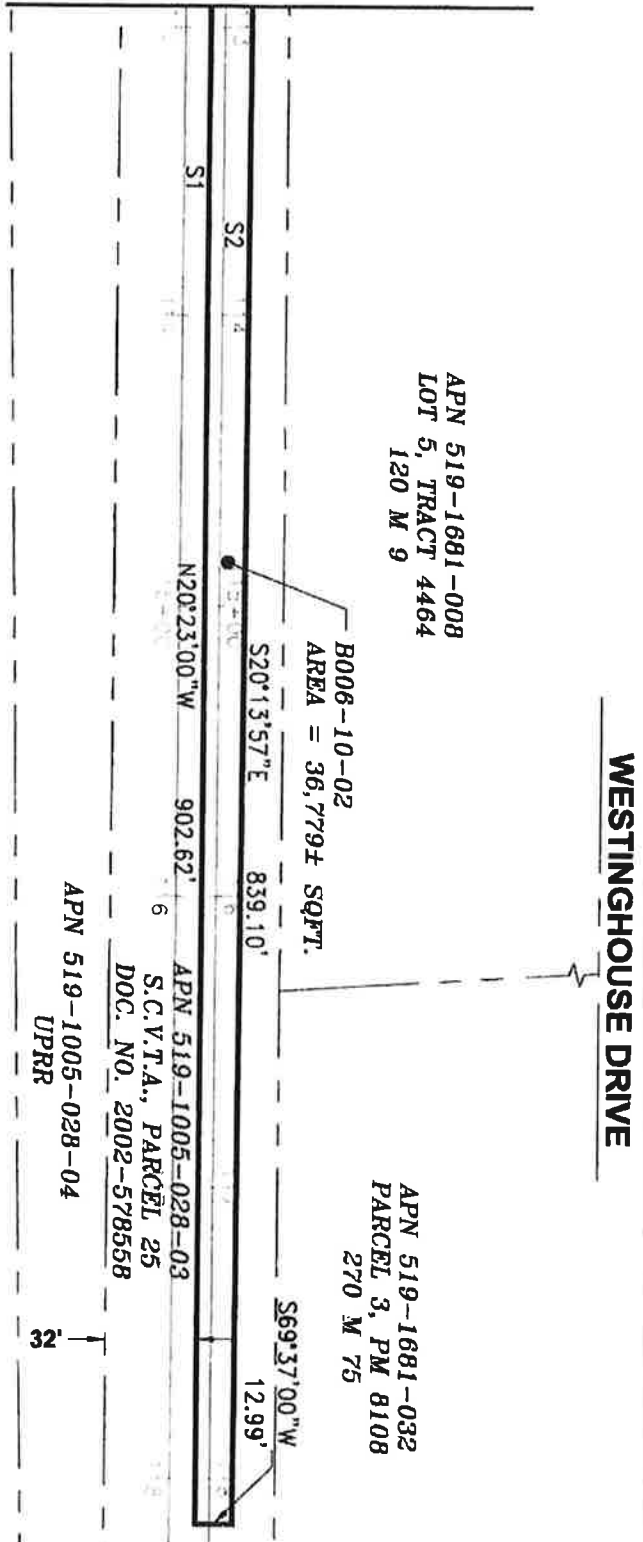


3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1808  
 PH: 408-321-5806  
 FAX: 408-321-5800





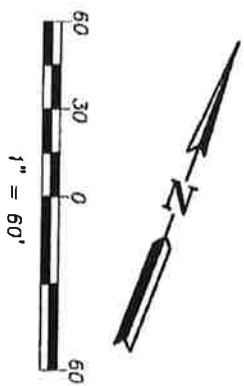
**MATCHLINE - SEE SHEET 9 OF 43**



**LEGEND:**

- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD
- = LENGTH OF LINE NOT TO SCALE

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

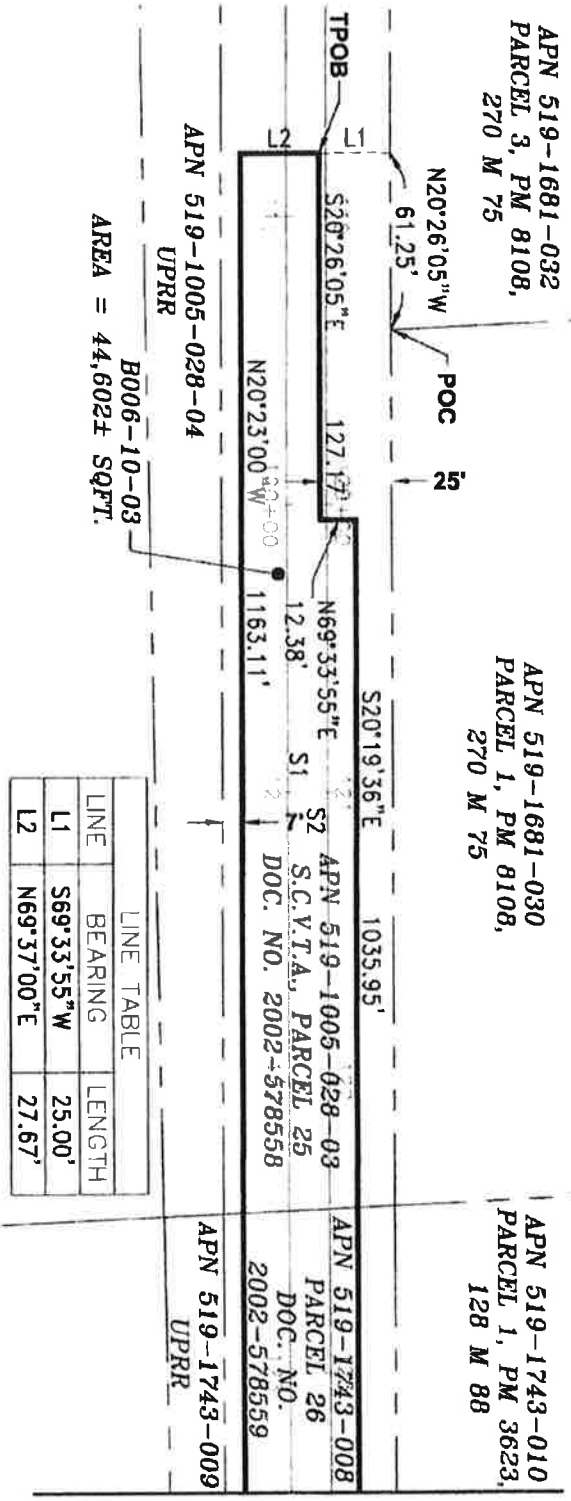


PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-02**  
 APN 519-1005-028-03  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-321-3865  
 FAX: 408-321-3860

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MCCRORY	SHEET: 10 OF 43
DATE: 11/21/19			



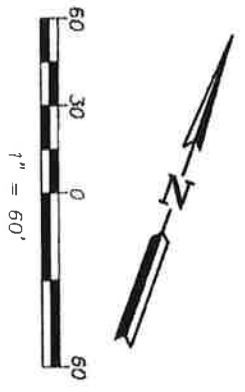
LINE	BEARING	LENGTH
L1	S69°33'55\"/>	
L2	N69°37'00\"/>	

**LEGEND:**

- PM = PARCEL MAP
- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- UPRR = UNION PACIFIC RAILROAD

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-03**  
 APN'S 519-1005-028-03, 519-1743-006 & 519-1743-008  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



**Santa Clara Valley  
Transportation  
Authority**

3931 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95131-4906  
TEL: 408-321-6900  
FAX 408-321-6990

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MCCRORY	SHEET: 11 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 12 OF 43

MATCHLINE - SEE SHEET 11 OF 43

APN 519-1743-010  
 PARCEL 1, PM 3623,  
 128 M 88

B006-10-03  
 AREA = 44,802± SQFT.  
 S20°19'36"E 1035.95'

APN 519-1743-008  
 PARCEL 26  
 DOC. NO. 2002-578559

APN 519-1743-009  
 UPRR

S1 S2  
 N20°23'00"W 1163.11'

MATCHLINE - SEE SHEET 13 OF 43

**LEGEND:**

- PM = PARCEL MAP
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B006-10-03  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

SCALE: 1"=60'  
 DATE: 11/21/19

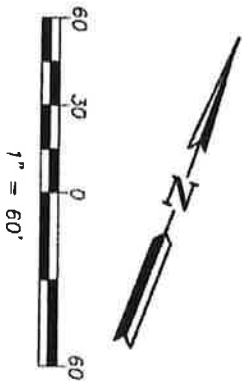
Drawn By:  
 H. BRASALI

Checked By:  
 J. MACRORY

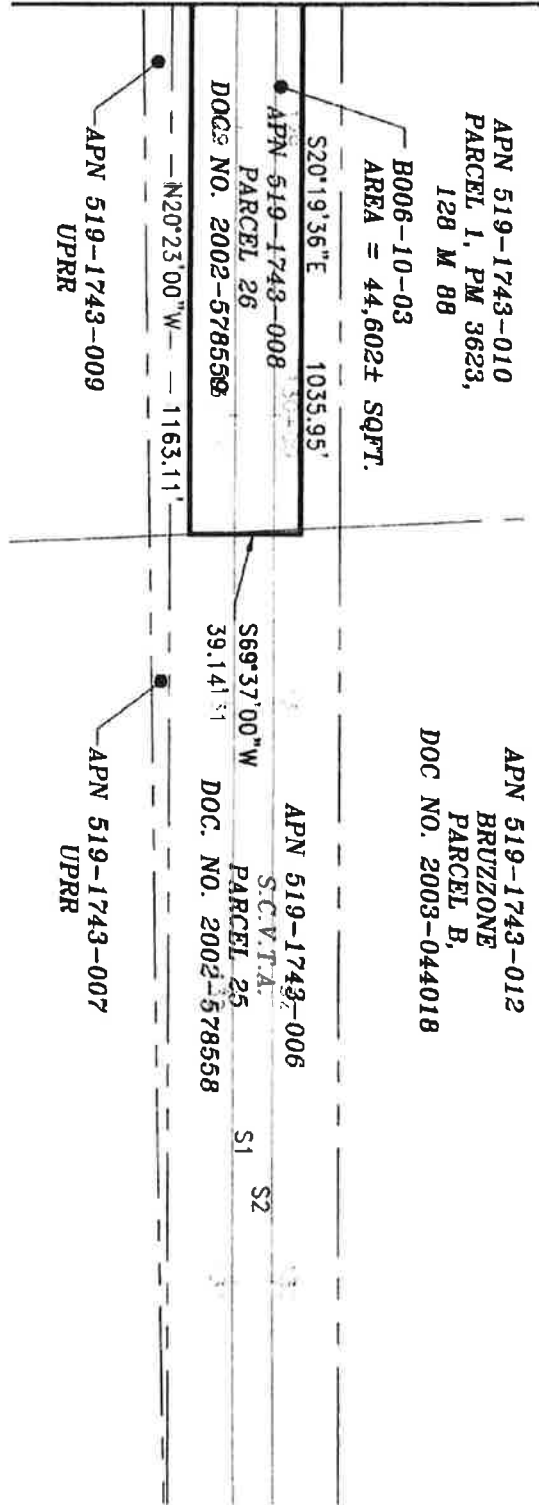
SHEET:  
 12 OF 43



3331 N FIRST ST., BLDG. A  
 SAN JOSE, CA 95131-1008  
 TEL: 408-271-2888  
 FAX: 408-271-3880



MATCHLINE - SEE SHEET 12 OF 43



**LEGEND:**

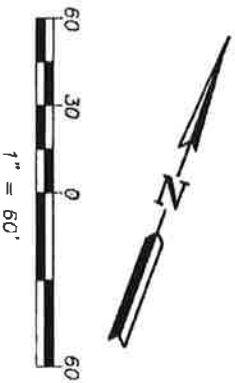
- PM = PARCEL MAP
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SOFT = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

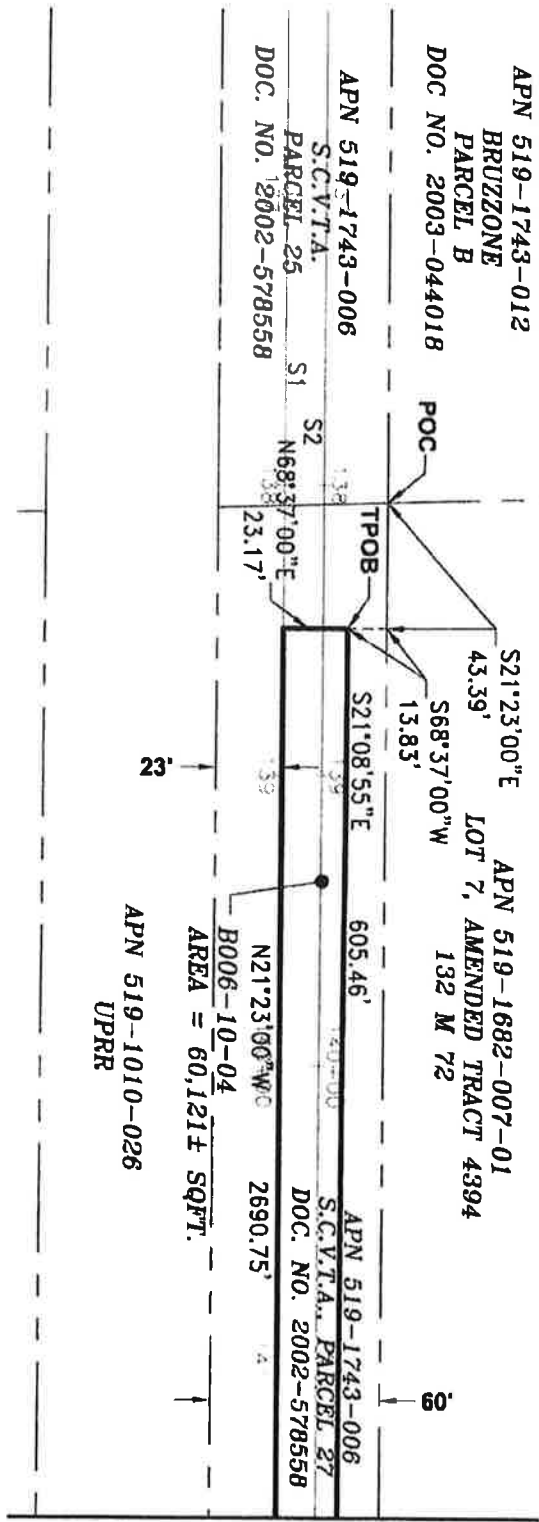
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-03**  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA  
 APN'S 519-1005-028-03, 519-1743-006 & 519-1743-008



3811 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1806  
 TEL: 408-271-5800  
 FAX: 408-271-5890



SCALE: 1"=60'	Drawn By: H. BRASALL	Checked By: J. MACRORY	SHEET: 13 OF 43
DATE: 11/21/19			



MATCHLINE - SEE SHEET 15 OF 43

**LEGEND:**

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TP OB = TRUE POINT OF BEGINNING
- UPRR = UNION PACIFIC RAILROAD

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-04**  
 APN'S 519-1010-030 & 519-1743-006  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



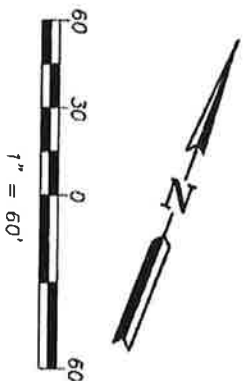
3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1905  
 PH: 408-271-5885  
 FAX: 408-271-5890

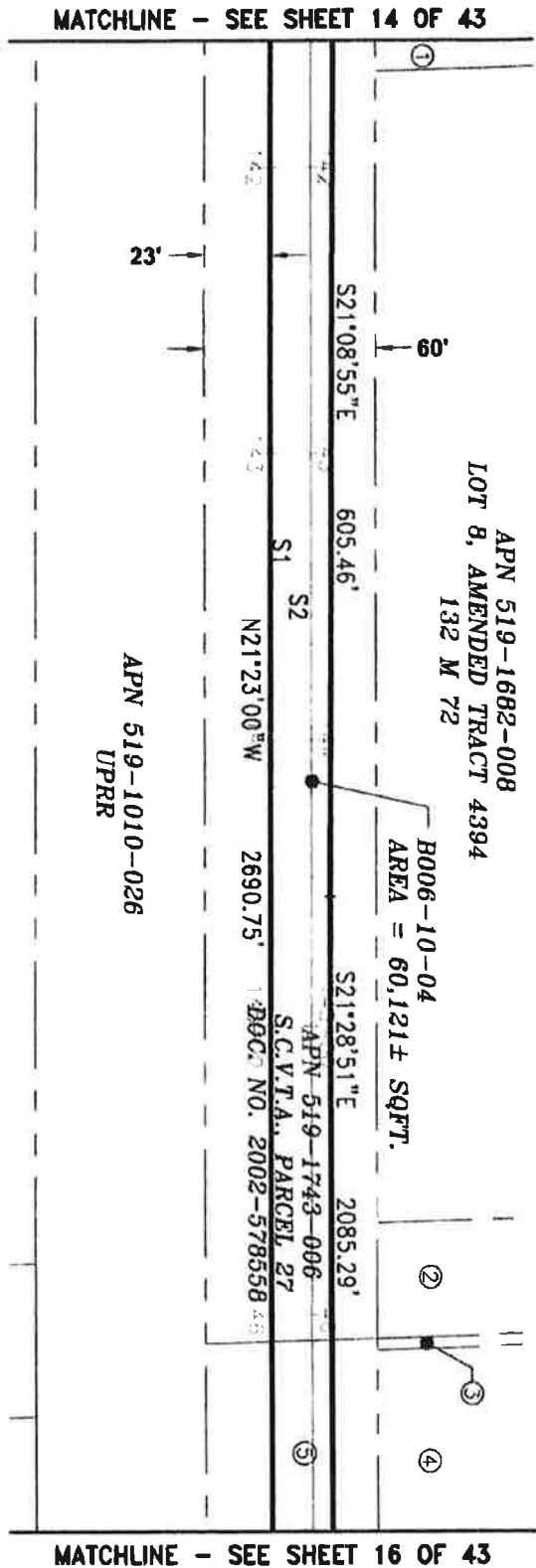
SCALE: 1" = 60'  
 DATE: 11/21/19

Drawn By:  
 H. BRASALI

Checked By:  
 J. McGRORY

SHEET:  
 14 OF 43



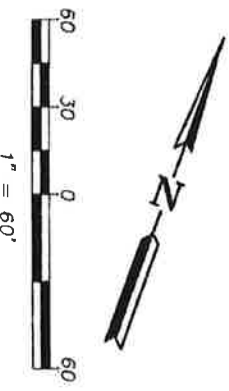


**LEGEND:**

A.C.F.C. & W.C.D. = ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
 S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET  
 UPRR = UNION PACIFIC RAILROAD


**NOTES:**

- ① INDICATES APN 519-1682-007-01, LOT 7, AMENDED TRACT 4394, 132 M 72.
- ② INDICATES APN 519-1682-014, A.C.F.C. & W.C.D.
- ③ INDICATES APN 519-1010-010-03, A.C.F.C. & W.C.D.
- ④ INDICATES APN 519-1010-134, PARCEL 1, PM 5632, 200 M 79.
- ⑤ INDICATES APN 519-1010-030, S.C.V.T.A., PARCEL 28, DOC. NO. 2002-578558.



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

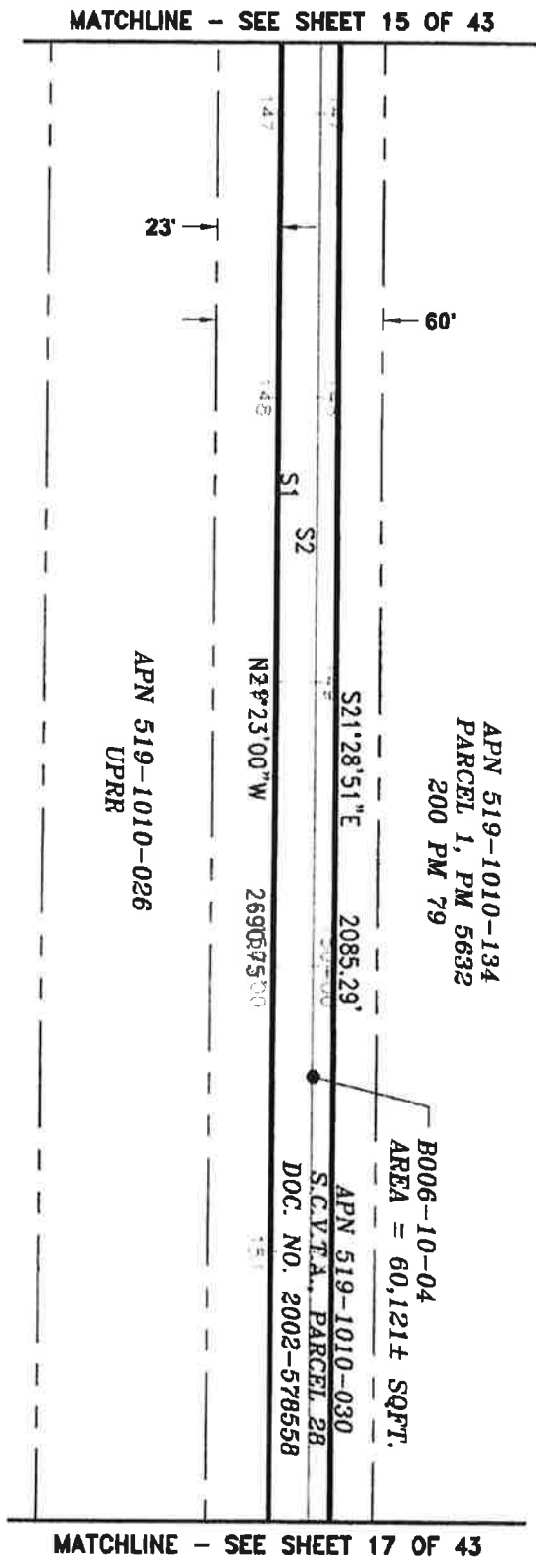
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-04**  
 APN'S 519-1010-030 & 519-1743-006  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1806  
 TEL: 408-321-5580  
 FAX: 408-321-5580

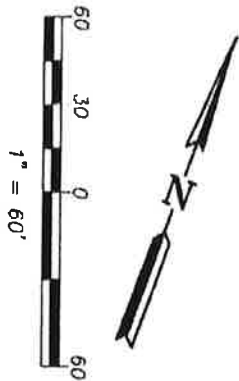
SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MCCRORY	SHEET: 15 OF 43
DATE: 11/21/19			





**LEGEND:**

- PM = PARCEL MAP
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD



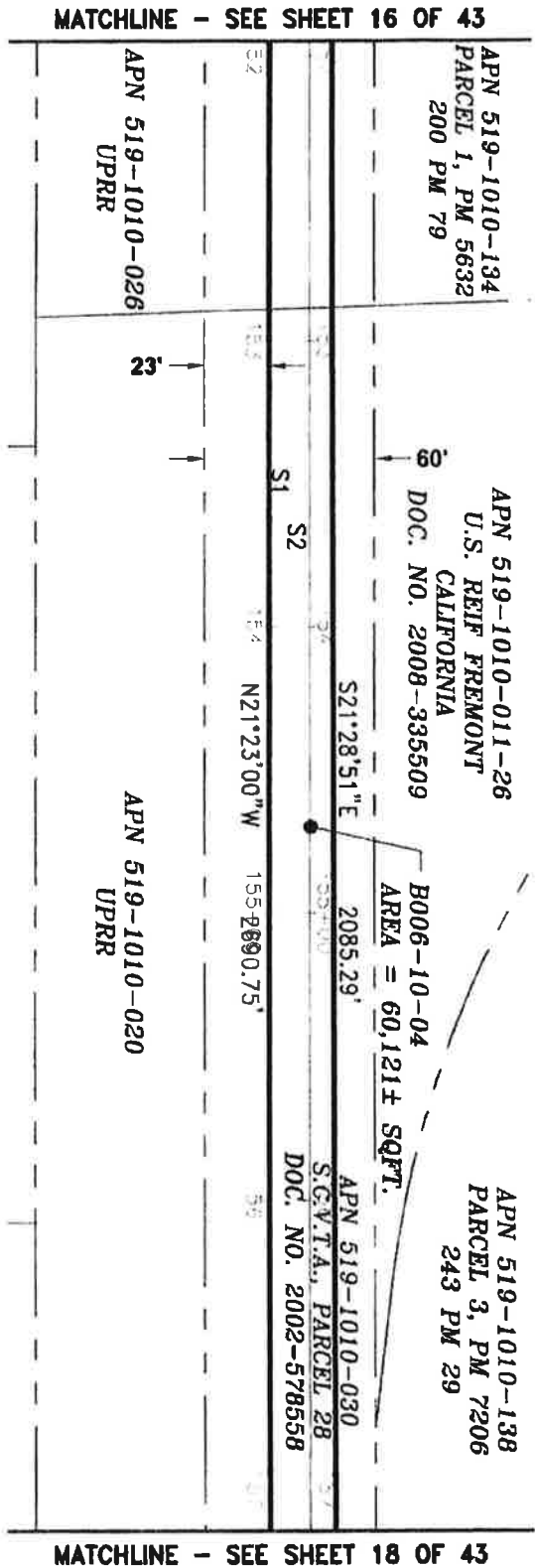
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-04**  
 APN'S 519-1010-030 & 519-1743-006  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



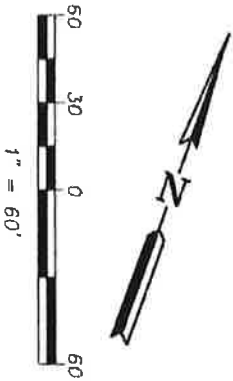
3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1505  
 TEL: 408-521-5885  
 FAX: 408-521-5880

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 16 OF 43
DATE: 11/21/19			



**LEGEND:**

- PM = PARCEL MAP
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD



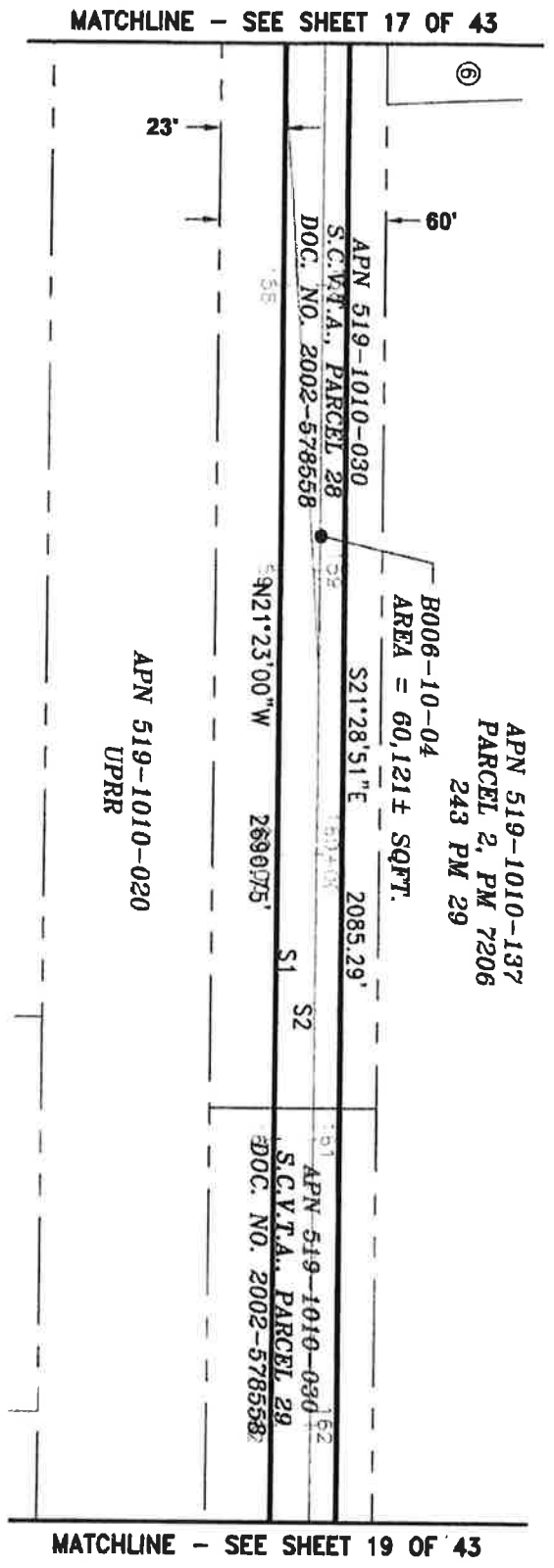
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-04**  
 APN'S 519-1010-030 & 519-1743-006  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95131-1906  
 PH: 408-521-5286  
 FAX: 408-521-5580

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACORRY	SHEET: 17 OF 43
DATE: 11/21/19			



**LEGEND:**

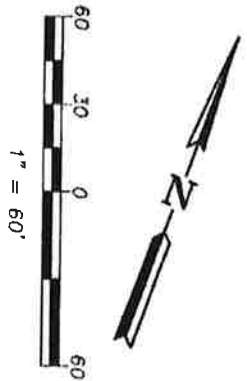
- PM = PARCEL MAP
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SOFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD

**NOTES:**

- ⑥ INDICATES APN 519-1010-138, PARCEL 3, PM 7206, 243 M 29.

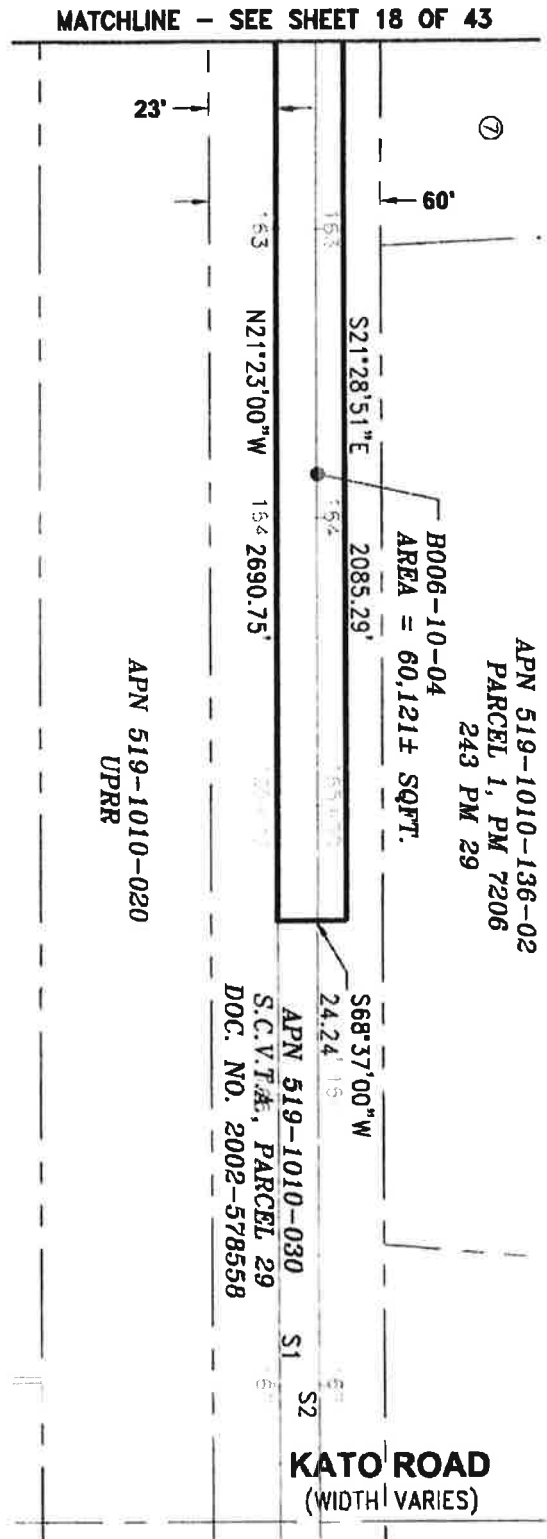
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-04**  
 APN'S 519-1010-030 & 519-1743-006  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

ALL BEARINGS AND DISTANCES SHOWN HERE ARE  
 BASED ON THE NORTH AMERICAN DATUM OF 1983  
 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES  
 SHOWN ARE GRID DISTANCES. MULTIPLY GRID  
 DISTANCES BY 1.00005333 TO OBTAIN GROUND  
 LEVEL DISTANCES.



3931 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1905  
 PH: 408-321-5885  
 FAX: 408-321-5950

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 18 OF 43
DATE: 11/21/19			



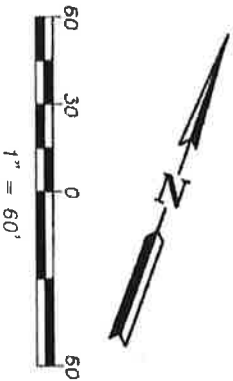
**LEGEND:**

- PM = PARCEL MAP
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD

**NOTES:**

- ⑦ INDICATES APN 519-1010-137, PARCEL 2, PM 7206, 243 M 29.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-04**  
 APN'S 519-1010-030 & 519-1743-006  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

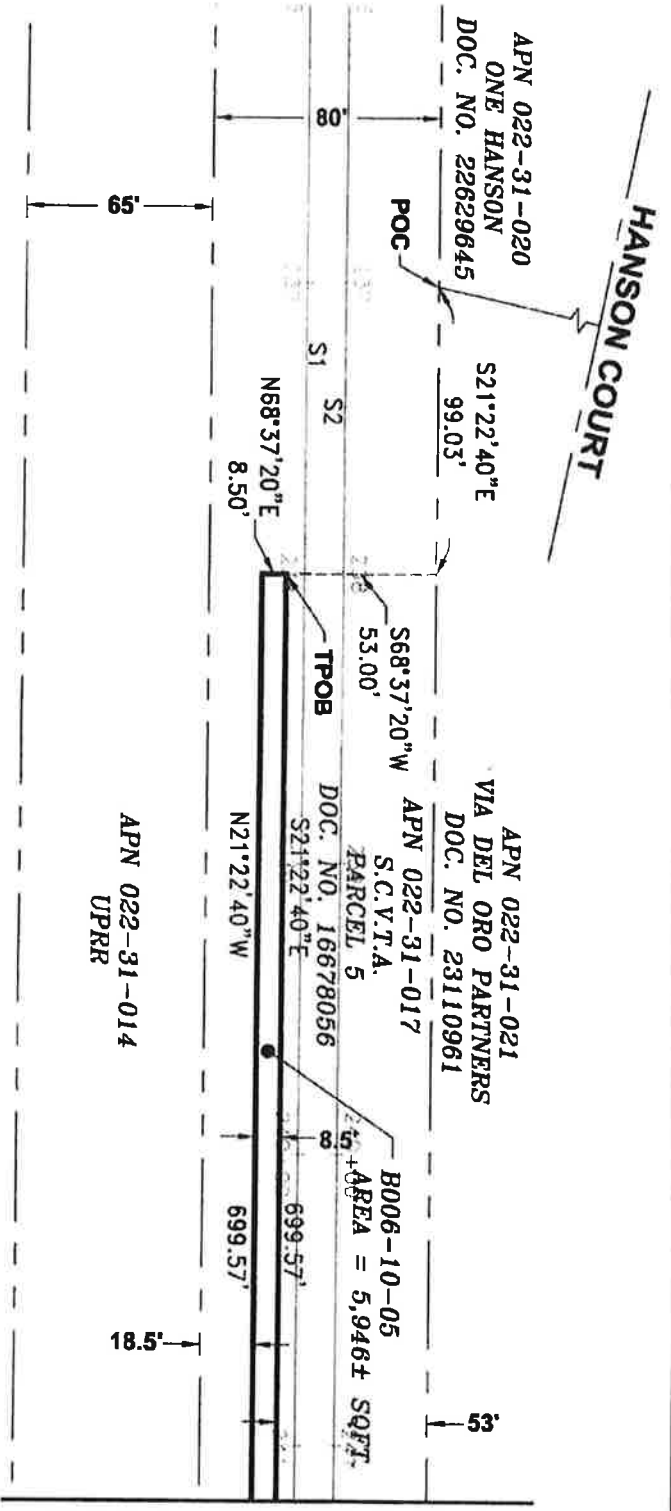


ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1908  
 PH. 408-521-5888  
 FAX 408-521-5890

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MOORORY	SHEET: 19 OF 43
DATE: 11/21/19			

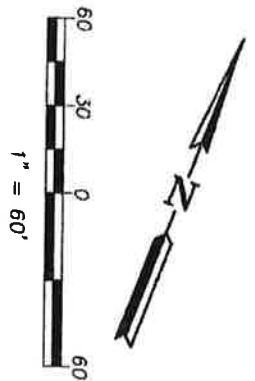


MATCHLINE - SEE SHEET 21 OF 43

**LEGEND:**

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- UPRR = UNION PACIFIC RAILROAD
- = LENGTH OF LINE NOT TO SCALE

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



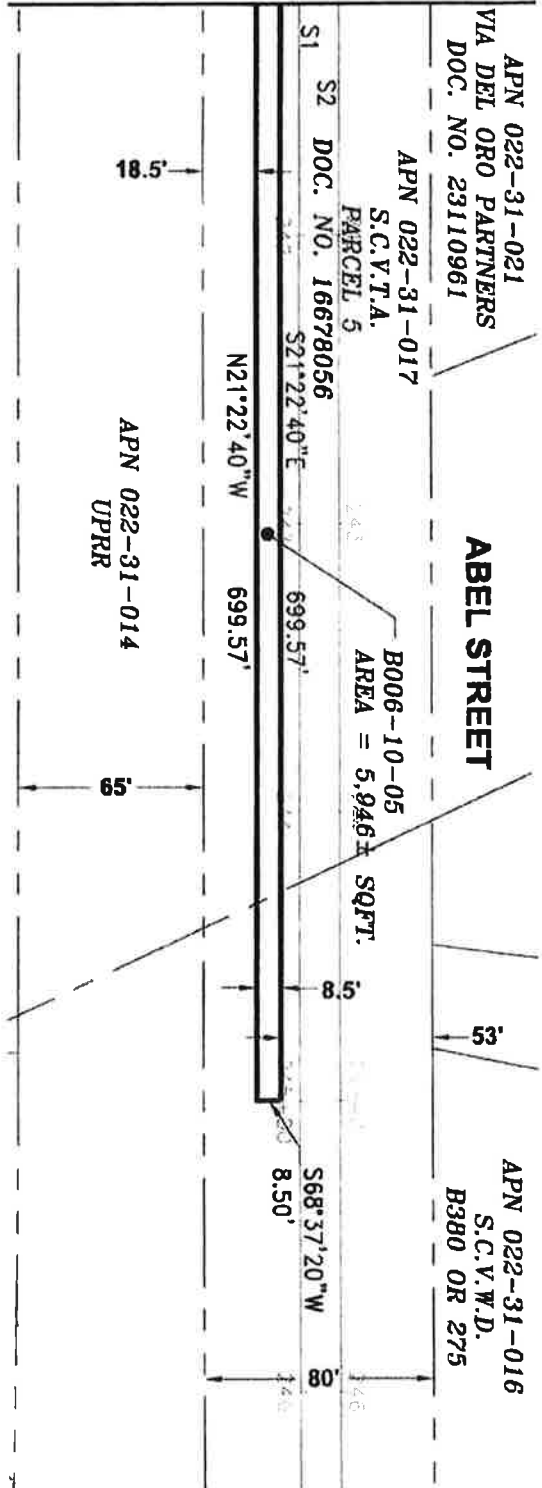
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-05**  
 APN 022-31-017  
 CITY OF MILLPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

**Santa Clara Valley  
Transportation  
Authority**

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1905  
 PH: 408-321-5885  
 FAX: 408-321-9890

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACCORY	SHEET: 20 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 20 OF 43



**LEGEND:**

- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- S.C.V.W.D. = SANTA CLARA VALLEY WATER DISTRICT
- UPRR = UNION PACIFIC RAILROAD
- SOFT. = SQUARE FEET

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-05**  
 APN 022-31-017  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

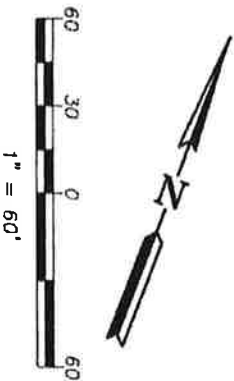


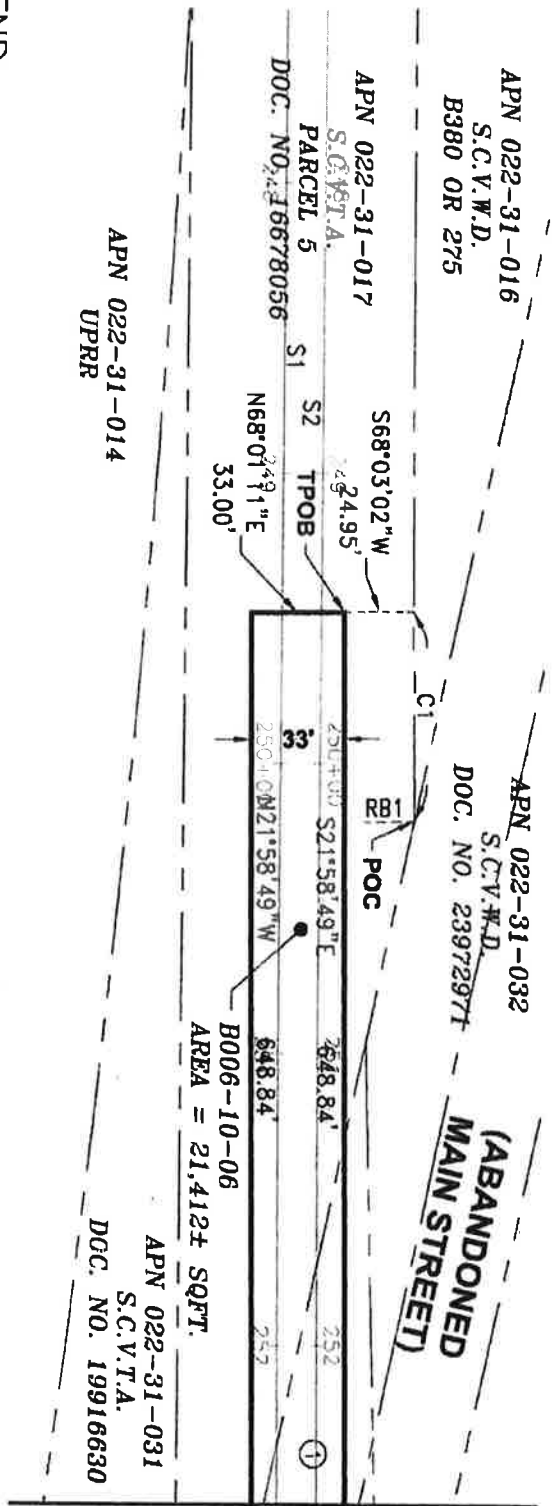
SCALE: 1"=60'  
 DATE: 11/21/19

Drawn By: H. BRASALI

Checked By: J. MACRORY  
 SHEET: 21 OF 43

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1905  
 PH: 408-521-8986  
 FAX: 408-521-8880





MATCHLINE - SEE SHEET 23 OF 43

**LEGEND:**

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- S.C.V.W.D. = SANTA CLARA VALLEY WATER DISTRICT
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- UPRR = UNION PACIFIC RAILROAD

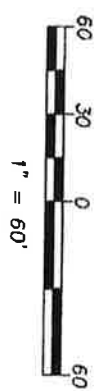
**NOTES:**

- ① INDICATES APN 022-31-017, S.C.V.T.A., DOC. NO. 20441069.


ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	11418.58'	0°21'47"	72.33'

RADIAL BEARING TABLE	
LINE	BEARING
RB1	S67°41'15"W



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-06**  
 APN'S 022-31-017 & 028-23-019  
 CITY OF MILLPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

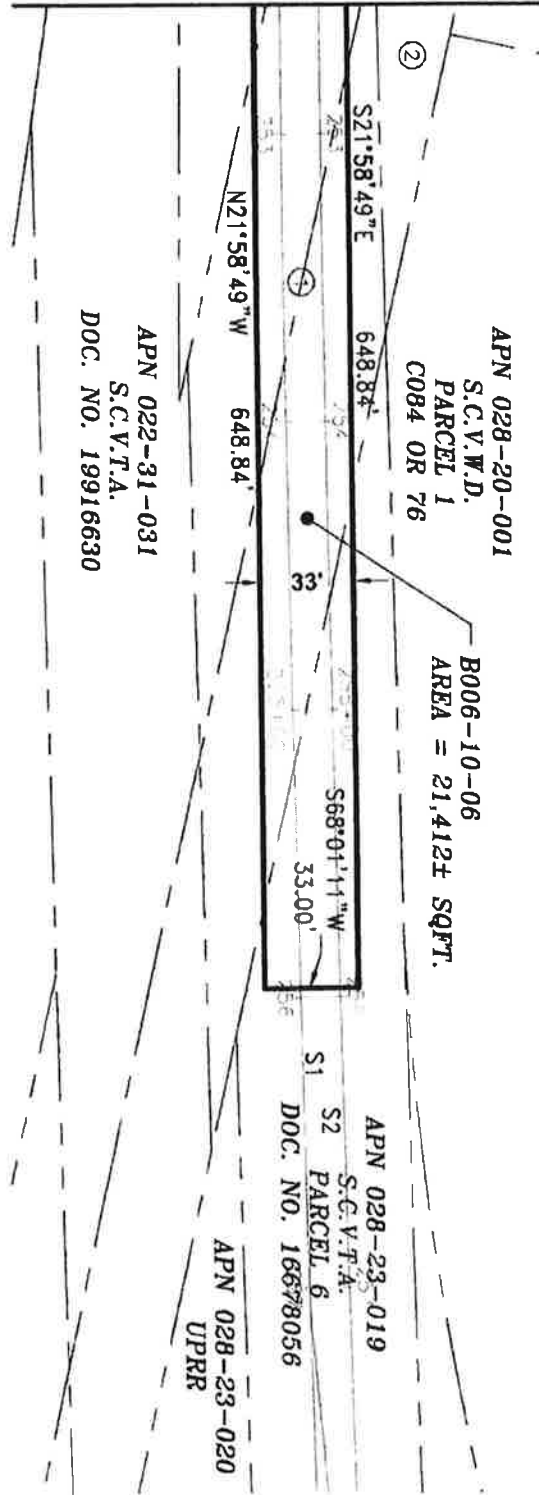


**Santa Clara Valley  
Transportation  
Authority**

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1905  
 PH: 408-321-5885  
 FAX: 408-321-5899

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 22 OF 43
DATE: 11/21/19			

**MATCHLINE - SEE SHEET 22 OF 43**



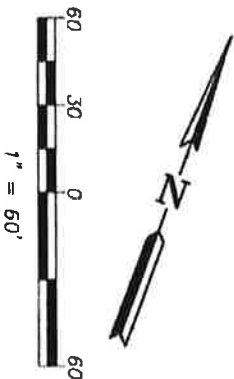
**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 S.C.V.W.D. = SANTA CLARA VALLEY WATER DISTRICT  
 SQFT. = SQUARE FEET  
 UPRR = UNION PACIFIC RAILROAD

**NOTES:**

- ① INDICATES APN 022-31-017, S.C.V.T.A., DOC. NO. 20441069
- ② INDICATES APN 022-31-032, S.C.V.W.D., DOC. NO. 23972971

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-06**  
 APN'S 022-31-017 & 028-23-019  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 K. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH. 408-521-5186  
 FAX 408-521-5890

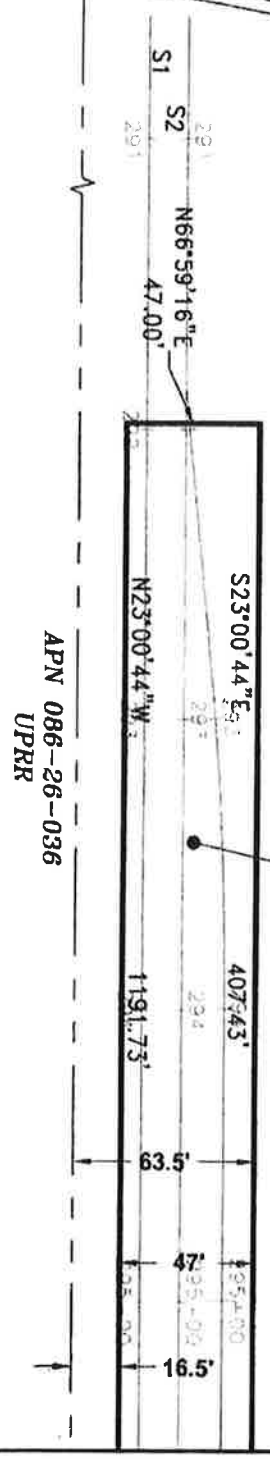
SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MCCRORY	SHEET: 23 OF 43
DATE: 11/21/19			



**STATE ROUTE 237  
EAST CALAVERAS BOULEVARD**

APN 086-26-037  
S.C.V.T.A.  
PARCEL 10  
DOC. NO. 16678056

B006-10-07  
AREA = 56,011 ± SQFT.



MATCHLINE - SEE SHEET 25 OF 43

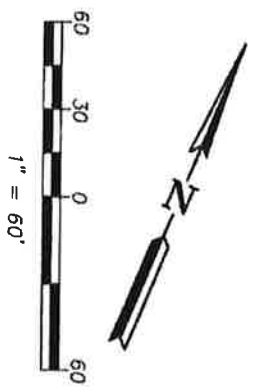
**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET  
 = LENGTH OF LINE NOT TO SCALE

**NOTE:**

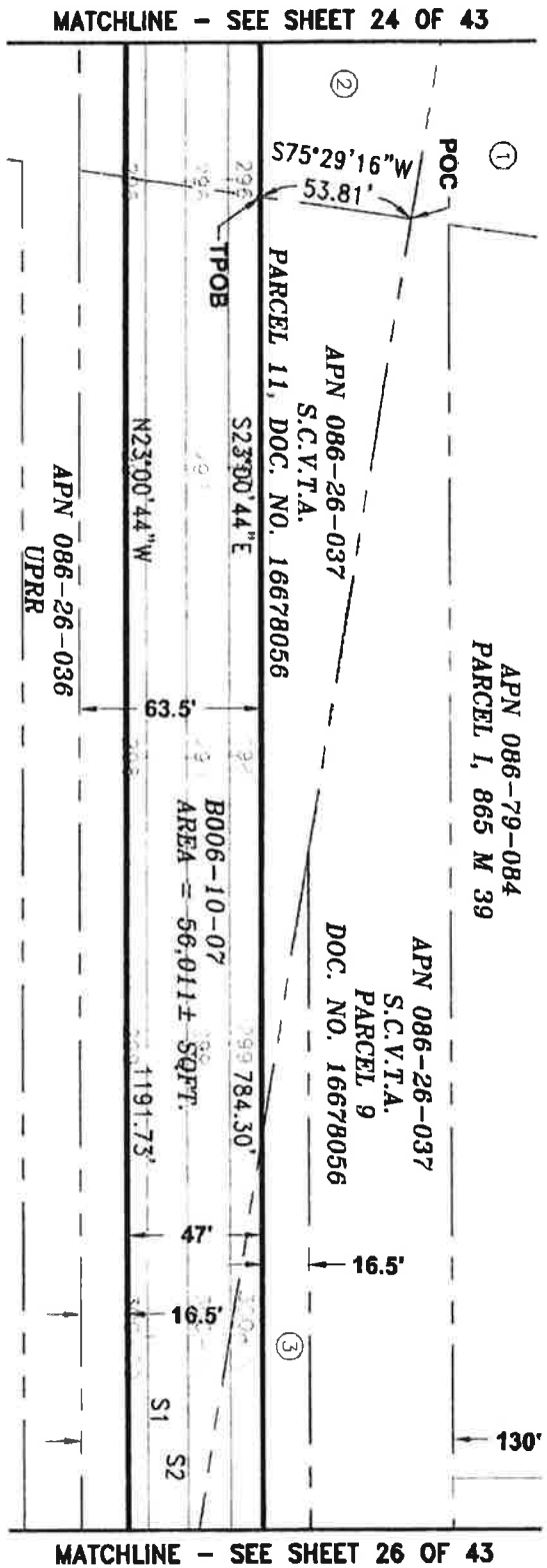
① INDICATES APN 086-26-037, S.C.V.T.A., PARCEL 9, DOC. NO. 16678056.

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-07**  
 APN 086-26-037  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

	Santa Clara Valley Transportation Authority	3337 N. FIRST ST., BLDG. A SAN JOSE, CA 95134-1098 PH: 408-271-5888 FAX: 408-271-5880	
	SCALE: 1" = 60' DATE: 11/21/19	Drawn By: H. BRASALI	Checked By: J. MCCRORY



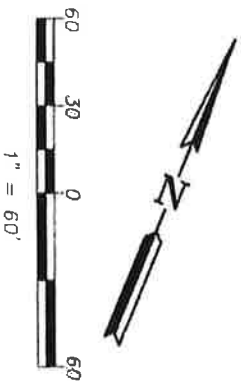
**LEGEND:**

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING

**NOTES:**

- ① INDICATES APN 086-26-037, S.C.V.T.A., PARCEL 9, DOC. NO. 16678056.
- ② INDICATES APN 086-26-037, S.C.V.T.A., PARCEL 10, DOC. NO. 16678056.
- ③ INDICATES APN 086-26-037, S.C.V.T.A., PARCEL 12, DOC. NO. 16678056.

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-07**  
 APN 086-26-037  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-321-5886  
 FAX: 408-321-5890

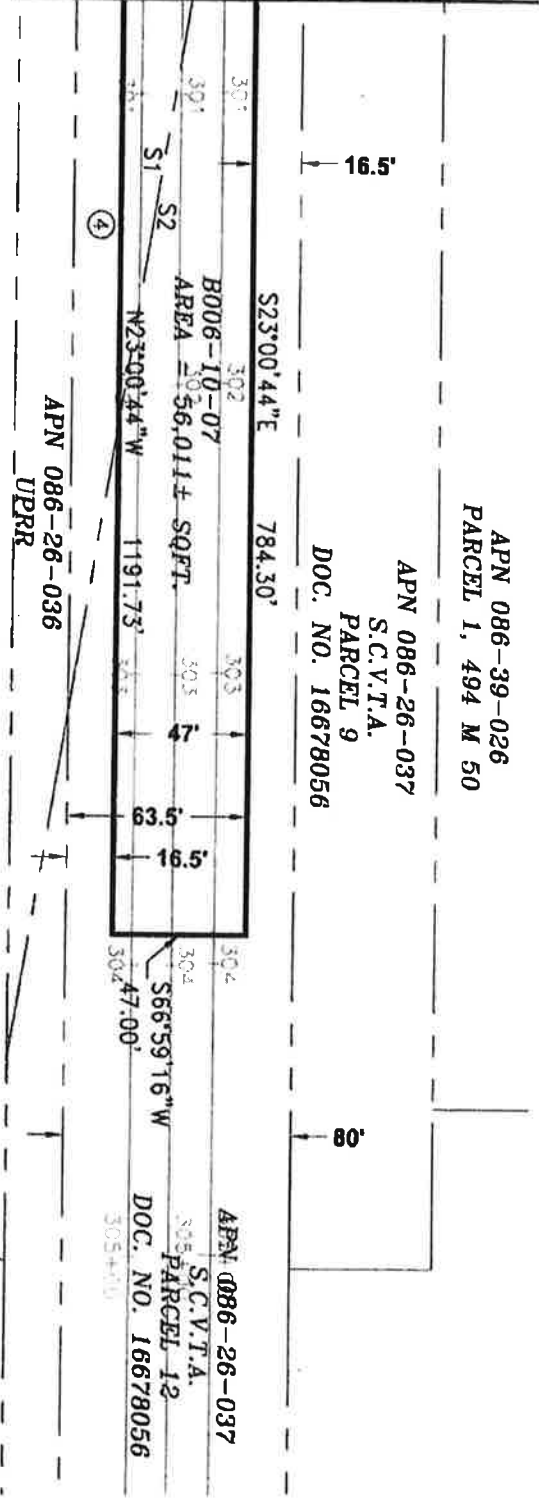
SCALE: 1"=60'  
 DATE: 11/21/19

Drawn By:  
 H. BRASALL

Checked By:  
 J. MACGRODY

SHEET:  
 25 OF 43

MATCHLINE - SEE SHEET 25 OF 43



**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

**NOTE:**

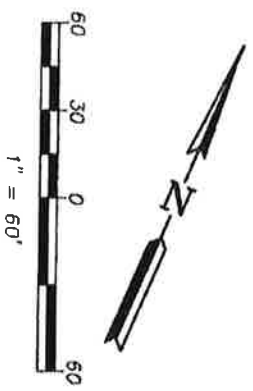
- ④ INDICATES APN 086-26-037, S.C.V.T.A., PARCEL 11, DOC. NO. 16678056.

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

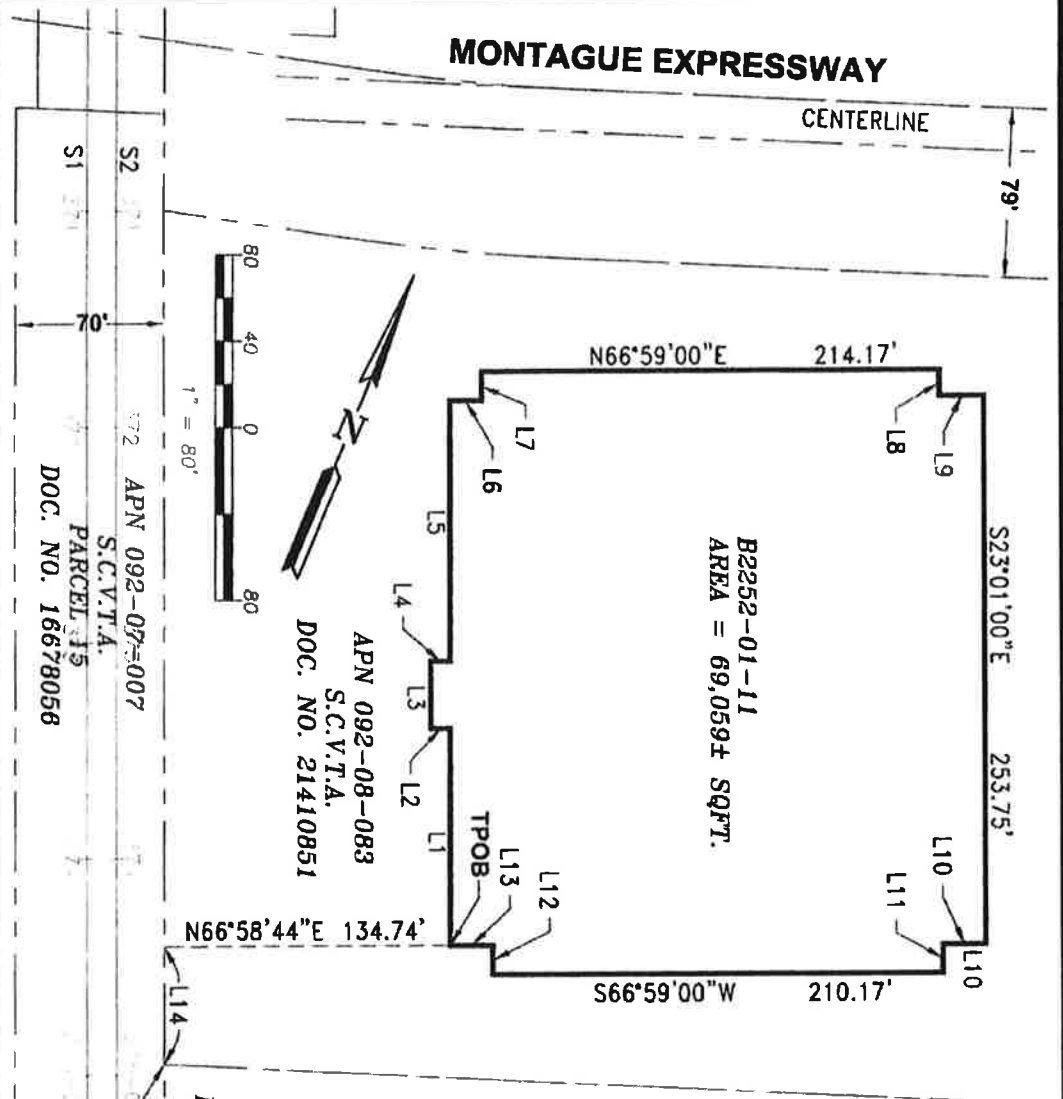
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B006-10-07  
 APN 086-26-037  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1800  
 TEL: 408-271-5800  
 FAX: 408-271-5800



SCALE: 1" = 60'  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MCCORRY  
 SHEET: 26 OF 43



**LEGEND:**

POC = POINT OF COMMENCEMENT  
S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
SQFT. = SQUARE FEET  
TPOB = TRUE POINT OF BEGINNING

LINE	BEARING	LENGTH
L1	N23°01'00"W	100.60'
L2	S66°59'00"W	9.25'
L3	N23°01'00"W	31.17'
L4	N66°59'00"E	9.25'
L5	N23°01'00"W	120.67'
L6	N66°59'00"E	15.17'
L7	N23°01'00"W	13.17'
L8	S23°01'00"E	12.08'
L9	N66°59'00"E	20.67'
L10	S66°59'00"W	19.92'
L11	S23°01'00"E	13.17'
L12	N23°01'00"W	13.40'
L13	S66°59'00"W	19.92'
L14	N23°01'16"W	54.16'

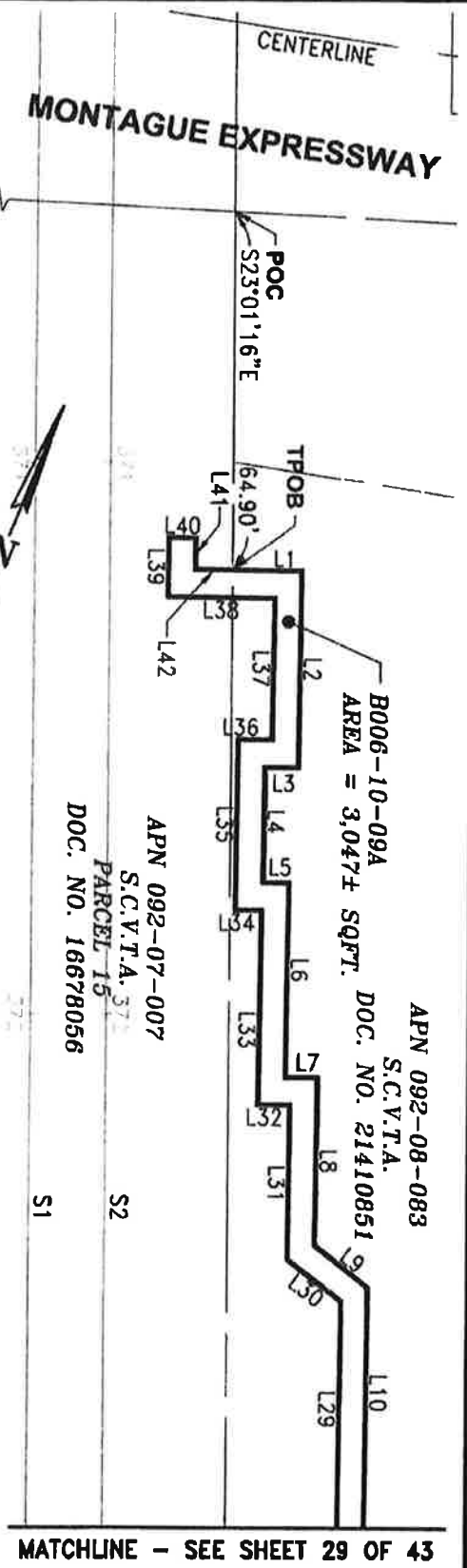
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B2252-01-11**  
 APN 092-08-083  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

**YVA** Santa Clara Valley  
 Transportation Authority

3311 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1905  
 PH. 408-321-5885  
 FAX 408-321-5890

SCALE: 1"=80'	Drawn By: H. BRASALI	Checked By: J. MACKROY	SHEET: 27 OF 43
DATE:			

ALL BEARINGS AND DISTANCES SHOWN  
 HERE ARE BASED ON THE NORTH  
 AMERICAN DATUM OF 1983 (NAD83),  
 ZONE 3, EPOCH 1998.5. ALL DISTANCES  
 SHOWN ARE GRID DISTANCES. MULTIPLY  
 GRID DISTANCES BY 1.00005333 TO  
 OBTAIN GROUND LEVEL DISTANCES.



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

**LEGEND:**

- POC = POINT OF COMMENCEMENT
- (R) = RADIAL BEARING
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SOFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- = LENGTH OF LINE NOT TO SCALE

LINE	BEARING	LENGTH
L1	N67°37'09"E	12.87'
L2	S22°22'51"E	35.63'
L3	S67°37'09"W	6.21'
L4	S22°22'51"E	20.92'
L5	N67°37'09"E	4.89'
L6	S22°22'51"E	35.15'
L7	N67°37'09"E	5.94'
L8	S22°22'51"E	30.29'
L9	S76°00'50"E	12.48'
L10	S22°22'51"E	136.85'
L29	N22°22'51"W	129.32'
L30	N76°00'50"W	12.48'

LINE	BEARING	LENGTH
L31	N22°22'51"W	27.81'
L32	S67°37'09"W	5.94'
L33	N22°22'51"W	35.15'
L34	S67°37'09"W	4.89'
L35	N22°22'51"W	30.92'
L36	N67°37'09"E	6.21'
L37	N22°22'51"W	25.63'
L38	S67°37'09"W	19.74'
L39	N22°22'51"W	10.77'
L40	N67°37'09"E	5.00'
L41	S22°22'51"E	5.77'
L42	N67°37'09"E	6.87'

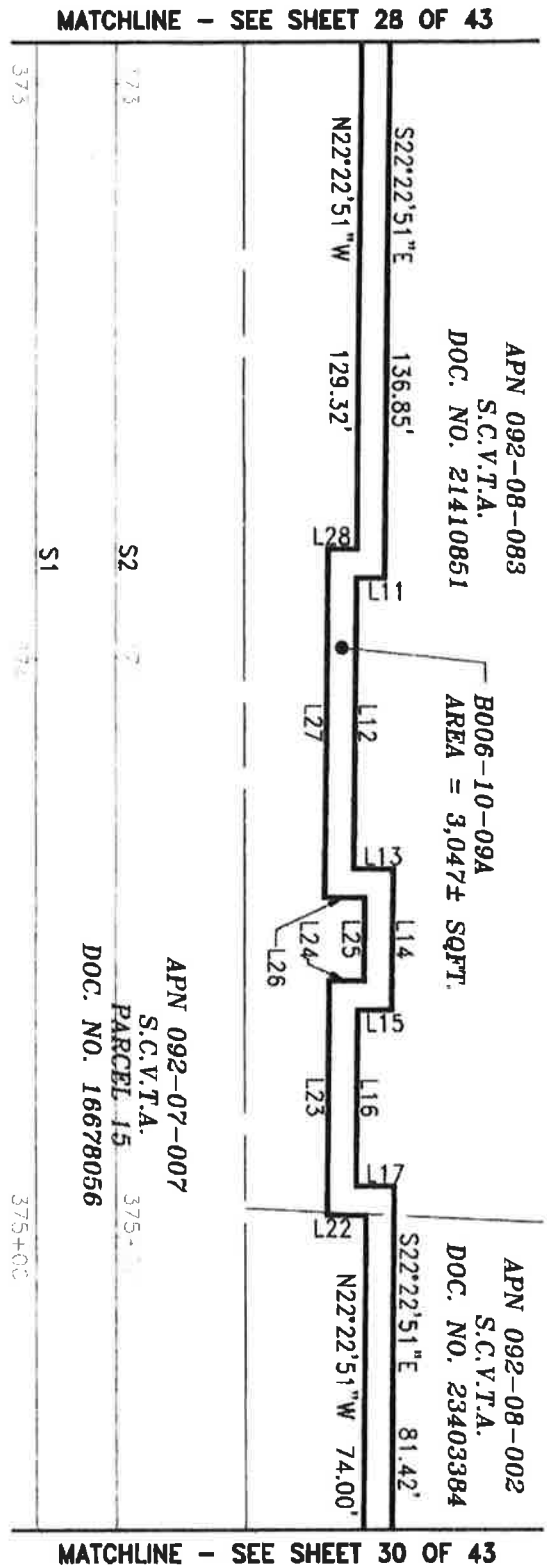
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-09A**  
 APN'S 092-07-007, 092-08-002 & 092-08-083  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

**Santa Clara Valley  
Transportation  
Authority**

3831 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1806  
 TEL: 408-521-5885  
 FAX: 408-521-5890

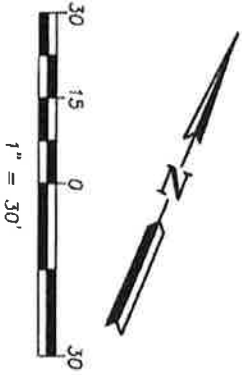
SCALE: 1"=30'	Drawn By: H. BRASALL	Checked By: J. MacFORY	SHEET: 28 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 29 OF 43



**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
SOFT. = SQUARE FEET



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

LINE	BEARING	LENGTH
L11	S67°37'09"W	5.02'
L12	S22°22'51"E	50.52'
L13	N67°37'09"E	7.00'
L14	S22°22'51"E	24.40'
L15	S67°37'09"W	6.08'
L16	S22°22'51"E	30.42'
L17	N67°37'09"E	6.75'

LINE	BEARING	LENGTH
L22	S67°37'09"W	6.75'
L23	N22°22'51"W	40.42'
L24	N67°37'09"E	6.08'
L25	N22°22'51"W	14.40'
L26	S67°37'09"W	7.00'
L27	N22°22'51"W	60.52'
L28	N67°37'09"E	5.02'

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-09A**  
APN'S 092-07-007, 092-08-002 & 092-08-083  
CITY OF MILPITAS,  
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95134-1905  
PH: 408-321-5885  
FAX: 408-321-5890

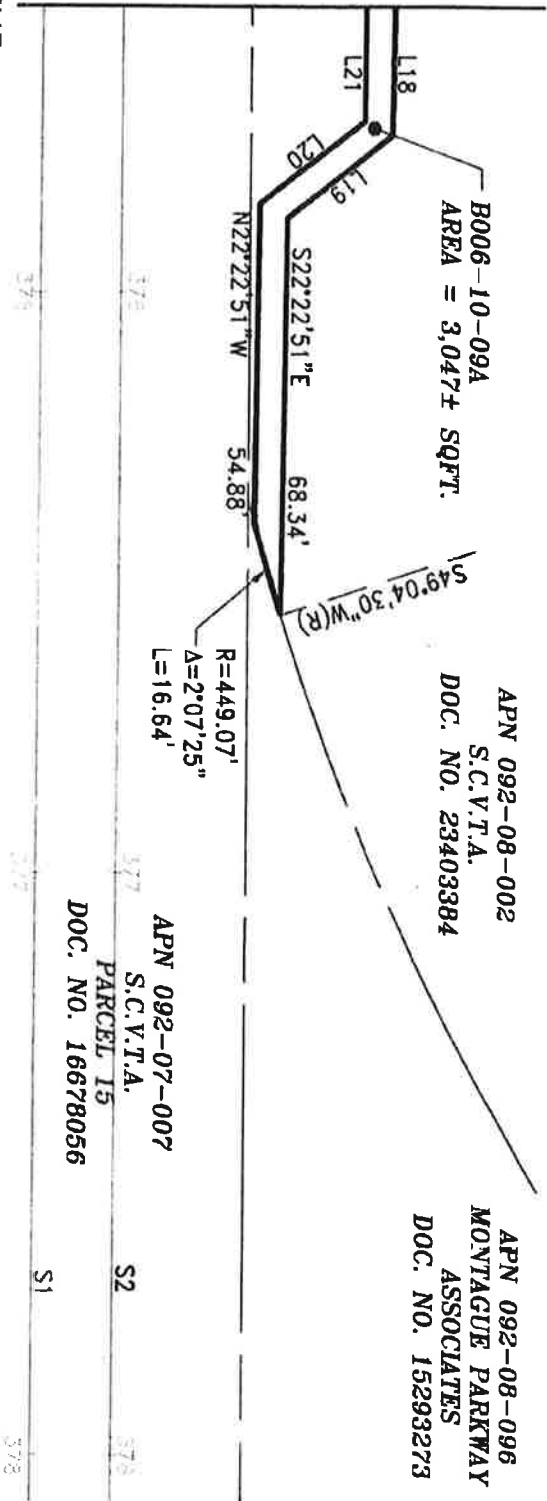
SCALE: 1" = 30'  
DATE: 11/21/19

Drawn By:  
H. BRASALI

Checked By:  
J. MACRORY

SHEET:  
29 OF 43

MATCHLINE - SEE SHEET 29 OF 43

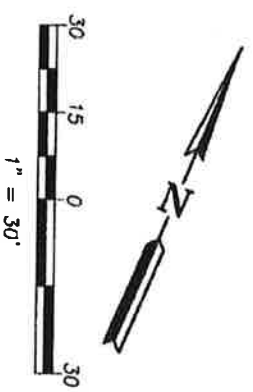


**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

LINE	BEARING	LENGTH
L18	S22°22'51"E	81.42'
L19	S29°14'57"W	23.42'
L20	N29°14'57"E	23.42'
L21	N22°22'51"W	74.00'

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

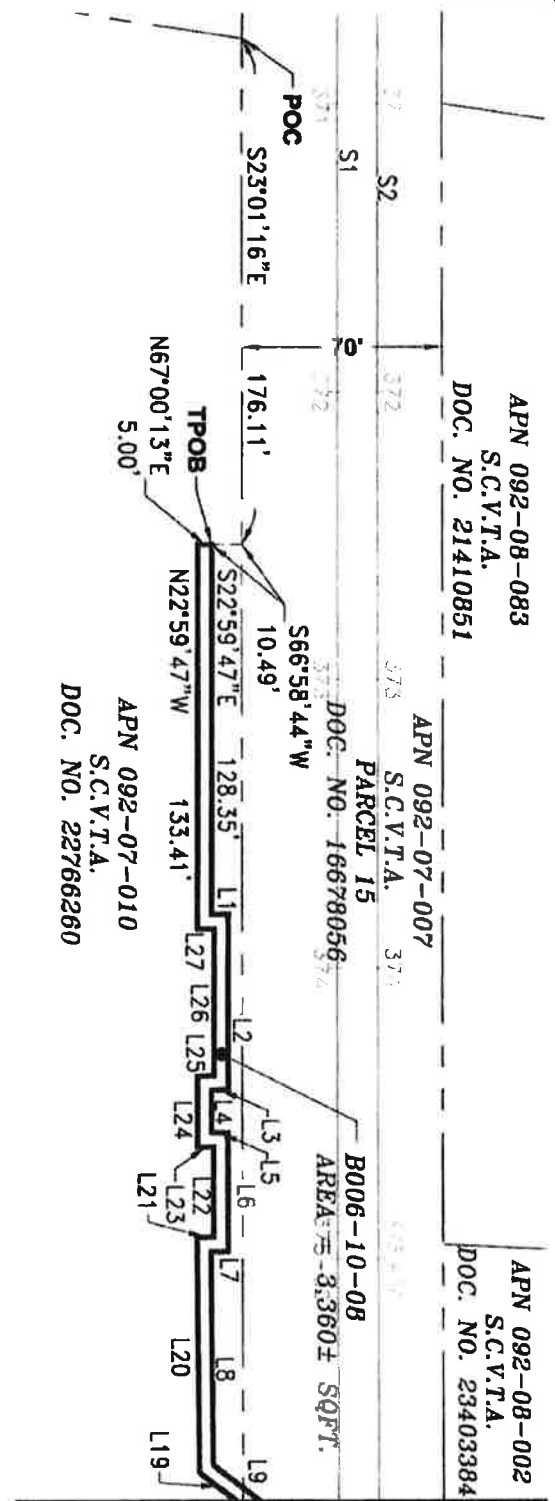


PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-09A**  
 APN'S 092-07-007, 092-08-002 & 092-08-083  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-7606  
 TEL: 408.271.1586  
 FAX: 408.271.1590

SCALE: 1" = 30'	Drawn By: H. BRASALI	Checked By: J. MACCORY	SHEET: 30 OF 43
DATE: 11/21/19			

# MONTAGUE EXPRESSWAY



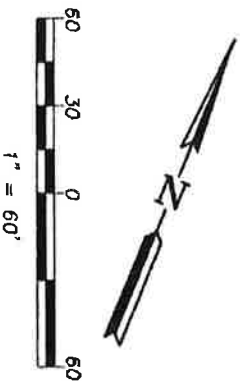
MATCHLINE - SEE SHEET 32 OF 43

## LEGEND:

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

SEE LINE TABLE ON SHEET 32 OF 42



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-08**  
 APN'S 092-07-007 & 092-07-010  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

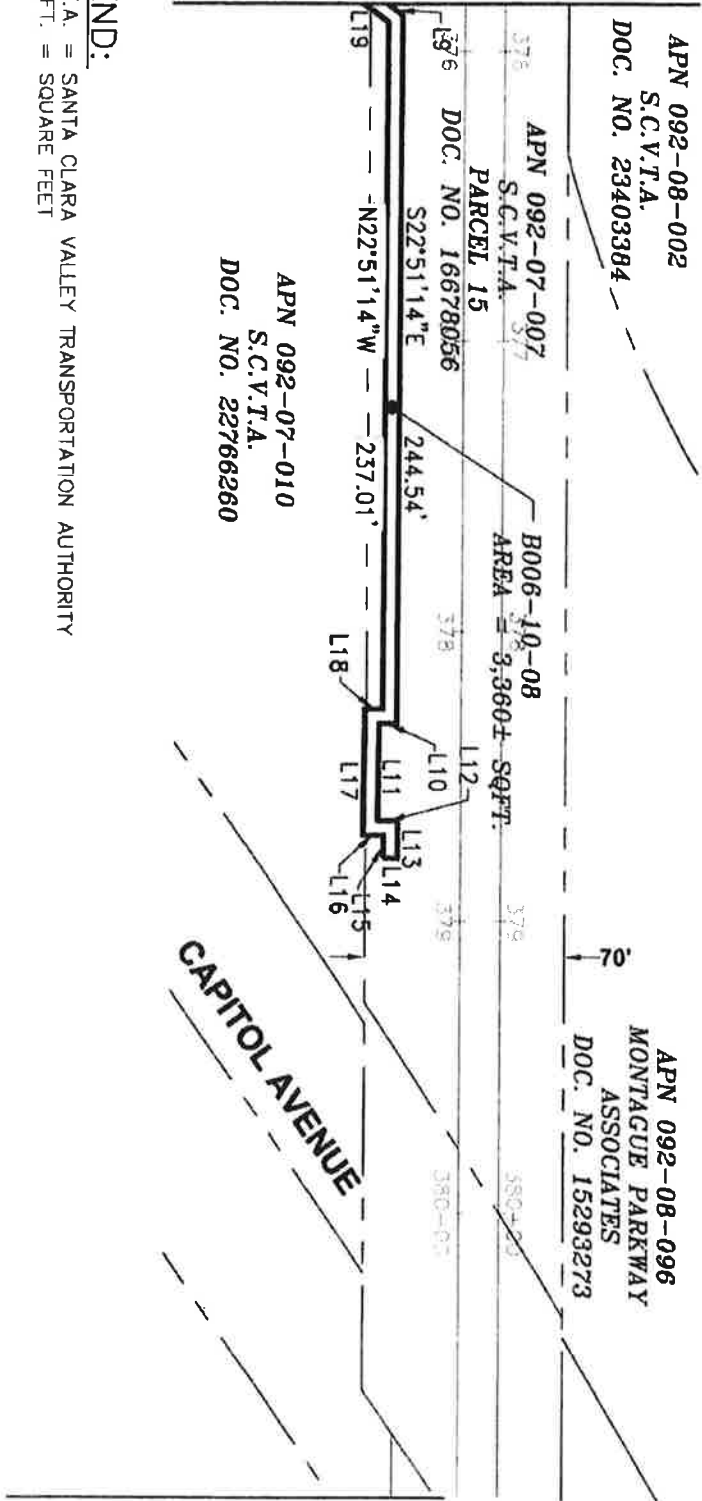
**Santa Clara Valley  
Transportation  
Authority**

3931 N. FIRST ST., BUILDG. A  
 SAN JOSE, CA 95134-1908  
 PH: 408-927-6866  
 FAX: 408-927-6860

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MCCRORY	SHEET: 31 OF 43
DATE: 11/21/19			



MATCHLINE - SEE SHEET 31 OF 43



**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

SEE LINE TABLE ON SHEET 32 OF 42



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-08**  
 APN'S 092-07-007 & 092-07-010  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

SCALE: 1"=60'  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MCCRORY  
 SHEET: 32 OF 43



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1989  
 PH. 408-271-5885  
 FAX 408-271-5880

LINE TABLE		
LINE	BEARING	LENGTH
L1	N66°17'15"E	5.79'
L2	S23°01'12"E	60.48'
L3	S63°37'40"W	5.80'
L4	S22°54'41"E	14.53'
L5	N68°59'02"E	5.65'
L6	S22°57'01"E	40.84'
L7	S63°37'09"W	5.92'
L8	S23°27'45"E	73.38'
L9	S75°50'19"E	27.12'
L10	S67°37'09"W	6.05'
L11	S22°22'51"E	33.50'
L12	N67°37'09"E	7.13'
L13	S22°22'51"E	12.92'
L14	S67°37'09"W	5.00'

LINE TABLE		
LINE	BEARING	LENGTH
L15	N22°22'51"W	7.92'
L16	S67°37'09"W	7.13'
L17	N22°22'51"W	43.50'
L18	N67°37'09"E	6.01'
L19	N75°50'19"W	27.09'
L20	N23°27'45"W	80.93'
L21	N67°37'09"E	5.97'
L22	N22°57'01"W	30.95'
L23	S68°59'02"W	5.66'
L24	N22°54'41"W	24.08'
L25	N63°37'40"E	5.79'
L26	N23°01'12"W	50.70'
L27	S66°17'15"W	5.79'

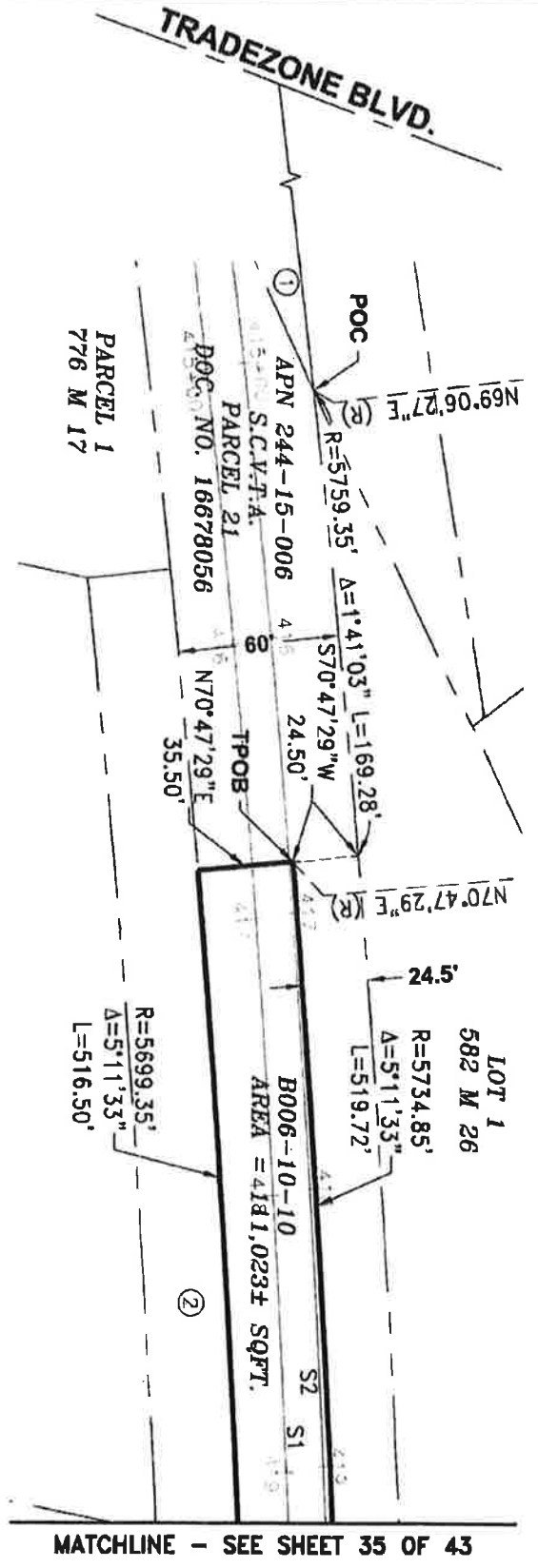
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-08**  
 APN'S 092-07-007 & 092-07-010  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95128-1808  
 TEL: 408-527-5800  
 FAX: 408-527-5890

SCALE: NONE  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MACRORY  
 SHEET: 33 OF 43



**LEGEND:**

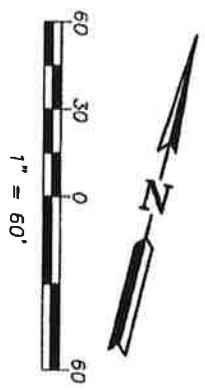
- POC = POINT OF COMMENCEMENT
- (R) = RADIAL BEARING
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- = LENGTH OF LINE NOT TO SCALE

**NOTES:**

- ① INDICATES APN 244-02-015, S.C.V.T.A., PARCEL 20, DOC. NO. 16678056.
- ② INDICATES APN 244-15-027, BECTON, DICKINSON AND COMPANY, DOC. NO. 19953162.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-10**  
 APN'S 244-13-001 & 244-15-006  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

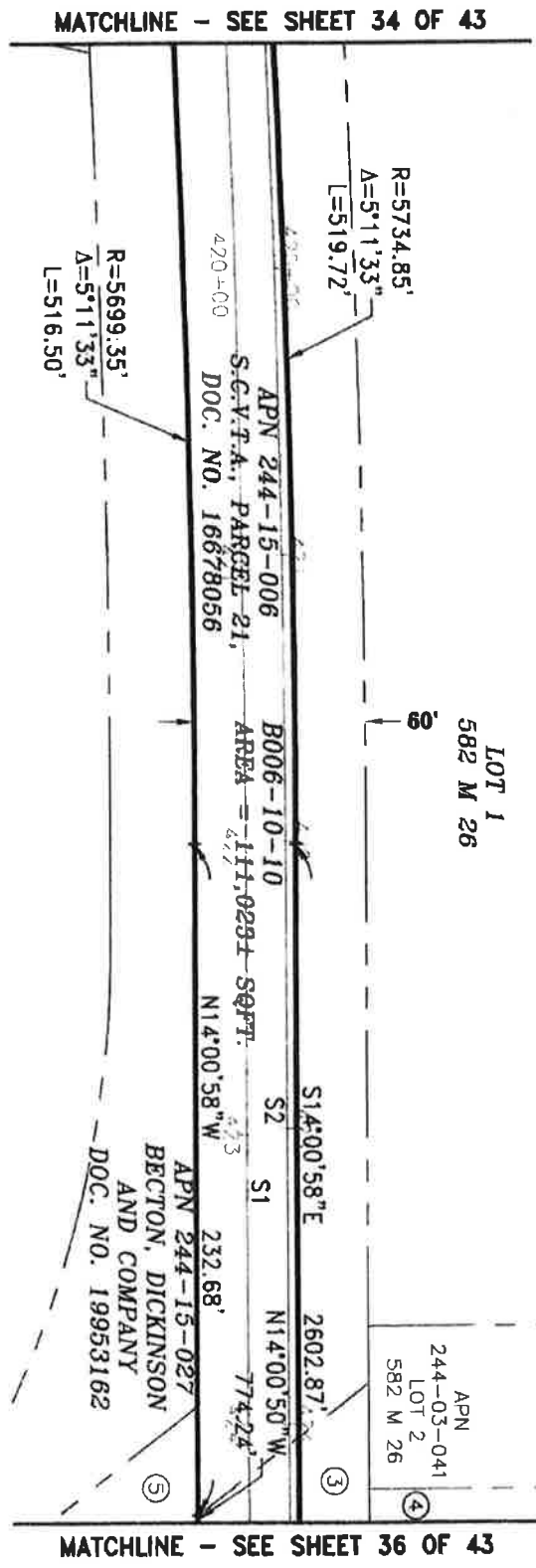
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLE GRID DISTANCES BY 1.0C005333 TO OBTAIN GROUND LEVEL DISTANCES.



**KVA**  
Santa Clara Valley  
Transportation  
Authority

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1002  
 PH. 408.521-1800  
 FAX 408.521-1880

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 34 OF 43
DATE: 11/21/19			

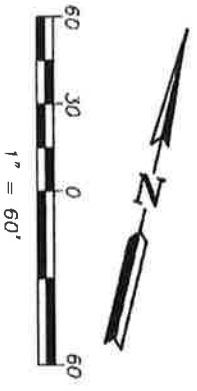


**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

**NOTES:**

- ③ INDICATES APN 244-13-001, S.C.V.T.A., PARCEL 22, DOC. NO. 16678056.
- ④ INDICATES APN 244-03-016, LOT 88, 302 M 31.
- ⑤ INDICATES APN 244-13-018, FRITTO-LAY SALES, PARCEL D, DOC. NO. 19953160.



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

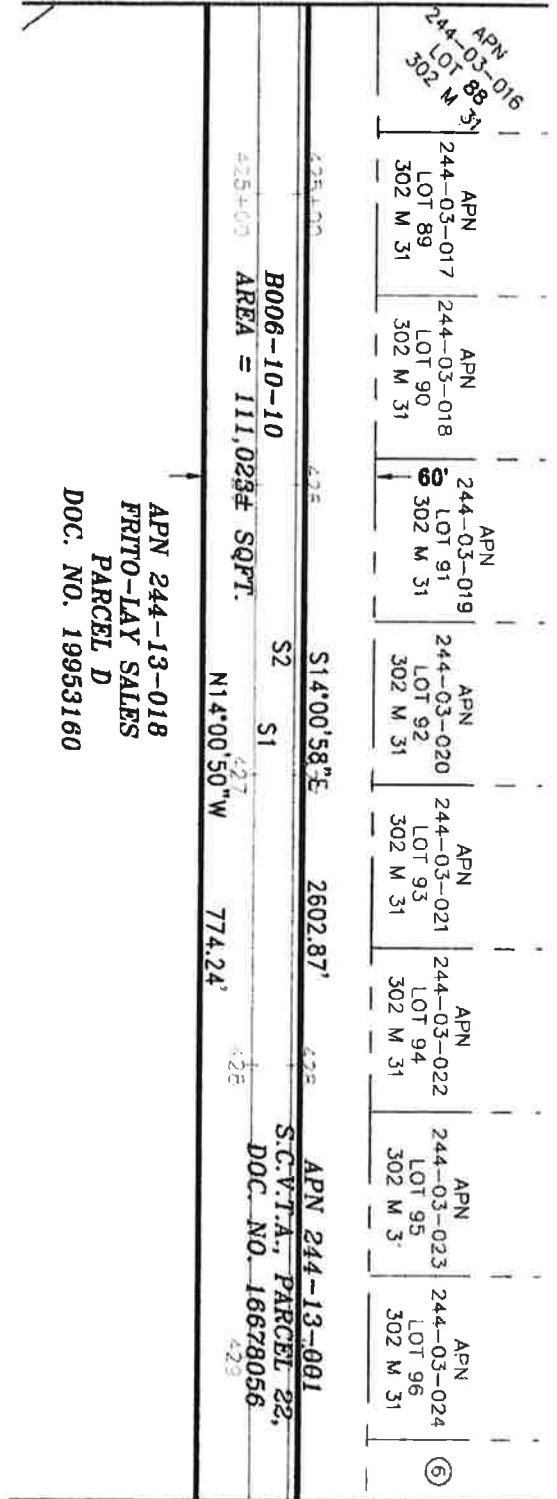
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-10**  
 APN'S 244-13-001 & 244-15-006  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3931 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1905  
 PH. 408-321-5885  
 FAX 408-321-5890

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 35 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 35 OF 43



MATCHLINE - SEE SHEET 37 OF 43

**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

**NOTE:**

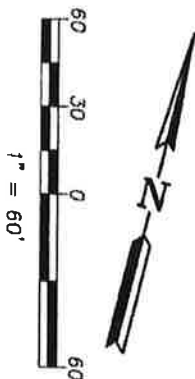
⑥ INDICATES APN 244-03-025, LOT 97, 302 M 31.

PLAT TO ACCOMPANY LEGAL DESCRIPTION

**B006-10-10**

**APN'S 244-13-001 & 244-15-006**

CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



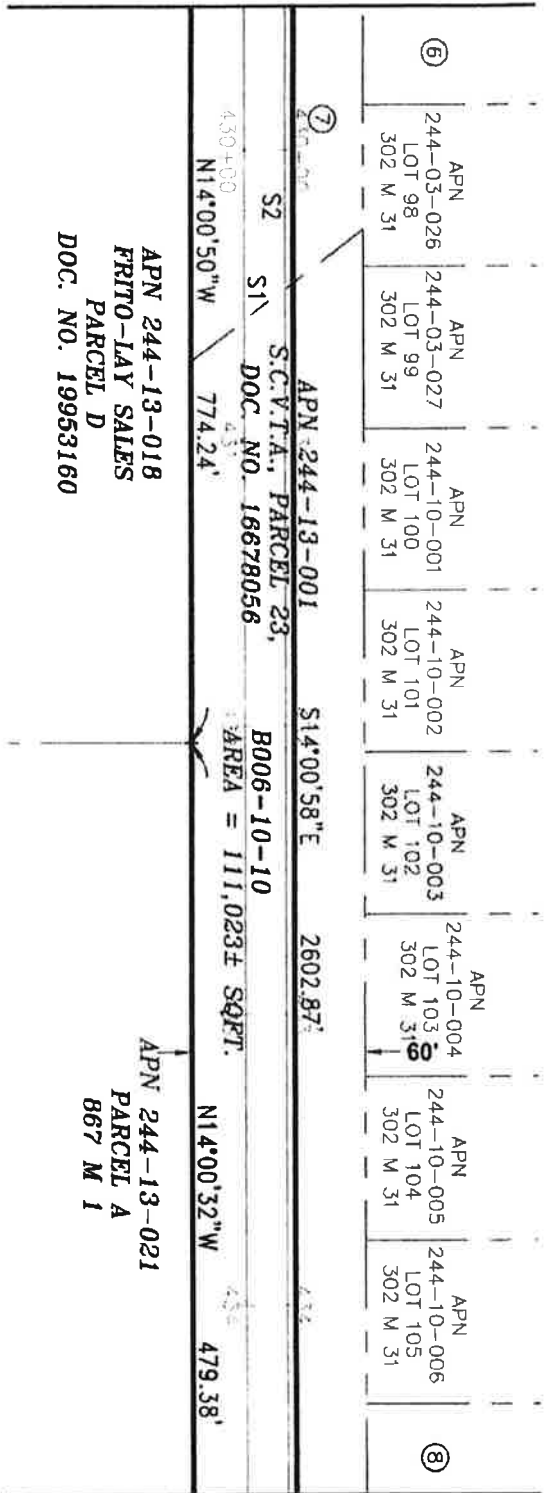
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1908  
 PH. 408-321-5886  
 FAX 408-321-5880

SCALE: 1"=60'  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MACKRORY  
 SHEET: 36 OF 43

MATCHLINE - SEE SHEET 36 OF 43



MATCHLINE - SEE SHEET 38 OF 43

**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
SQFT. = SQUARE FEET

**NOTES:**

- ⑥ INDICATES APN 244-03-025, LOT 97, 302 M 31.
- ⑦ INDICATES APN 244-13-001, S.C.V.T.A., PARCEL 22, DOC. NO. 16678056.
- ⑧ INDICATES APN 244-10-007, LOT 106, 302 M 31.

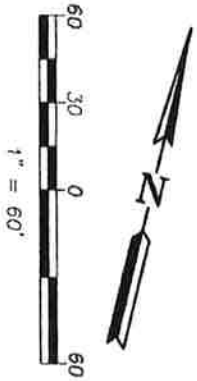
PLAT TO ACCOMPANY LEGAL DESCRIPTION

**B006-10-10**

APN'S 244-13-001 & 244-15-006

CITY OF SAN JOSE,  
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

APN 244-13-021  
PARCEL A  
867 M 1



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



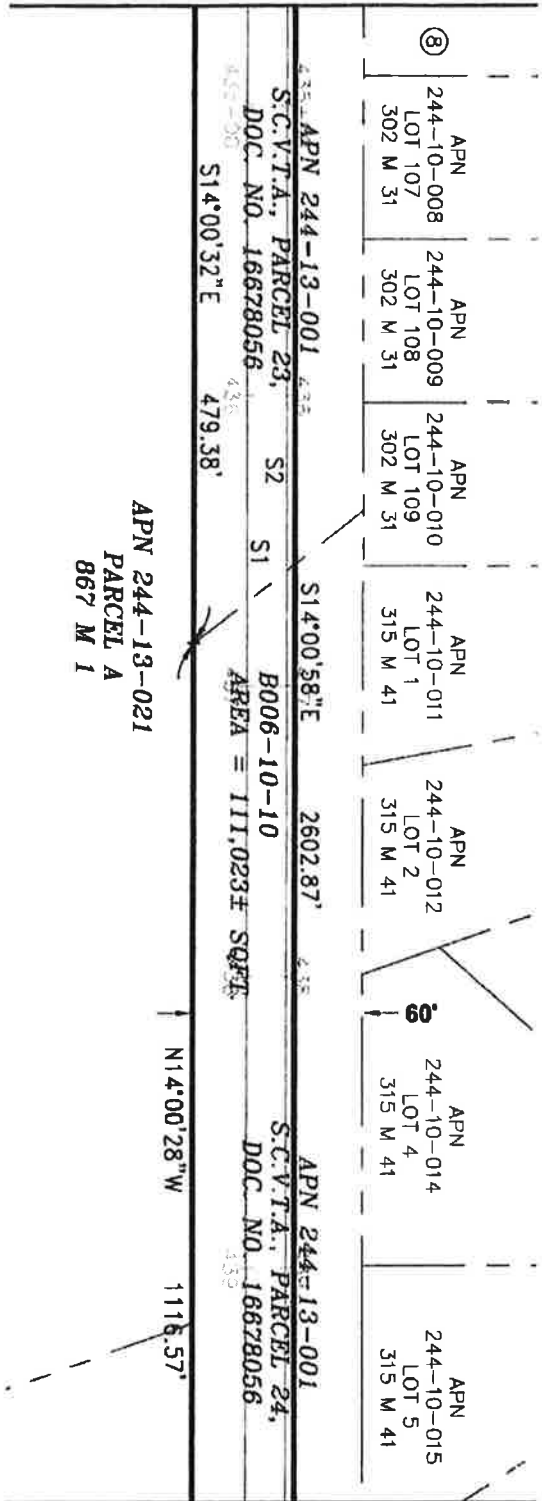
3331 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95134-1906  
PH: 408-321-5885  
FAX 408-321-5890

SCALE: 1"=60'  
DATE: 11/21/19

Drawn By:  
H. BRASALI

Checked By: SHEET:  
J. MACHORY 37 OF 43

MATCHLINE - SEE SHEET 37 OF 43



MATCHLINE - SEE SHEET 39 OF 43

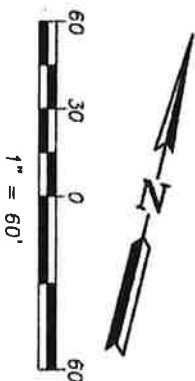
**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

**NOTE:**

⑧ INDICATES APN 244-10-007, LOT 106, 302 M 31.

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



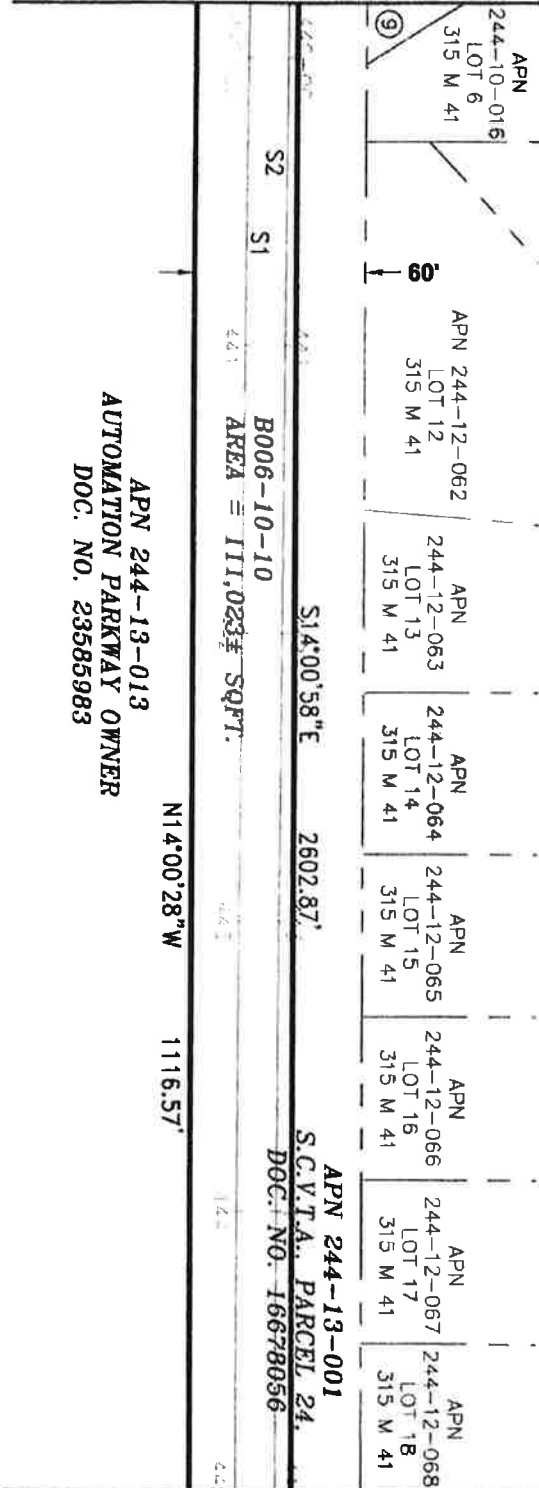
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-10**  
 APN'S 244-13-001 & 244-15-006  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1905  
 PH. 408-321-5885  
 FAX 408-321-5890

SCALE: 1"=60'  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MacRORY  
 SHEET: 38 OF 43

MATCHLINE - SEE SHEET 38 OF 43



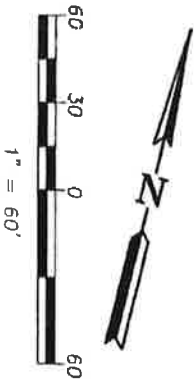
MATCHLINE - SEE SHEET 40 OF 43

**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
SQFT. = SQUARE FEET

**NOTE:**

⑨ INDICATES APN 244-10-015, LOT 5, 315 M 41.



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
B006-10-10  
APN'S 244-13-001 & 244-15-006  
CITY OF SAN JOSE,  
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

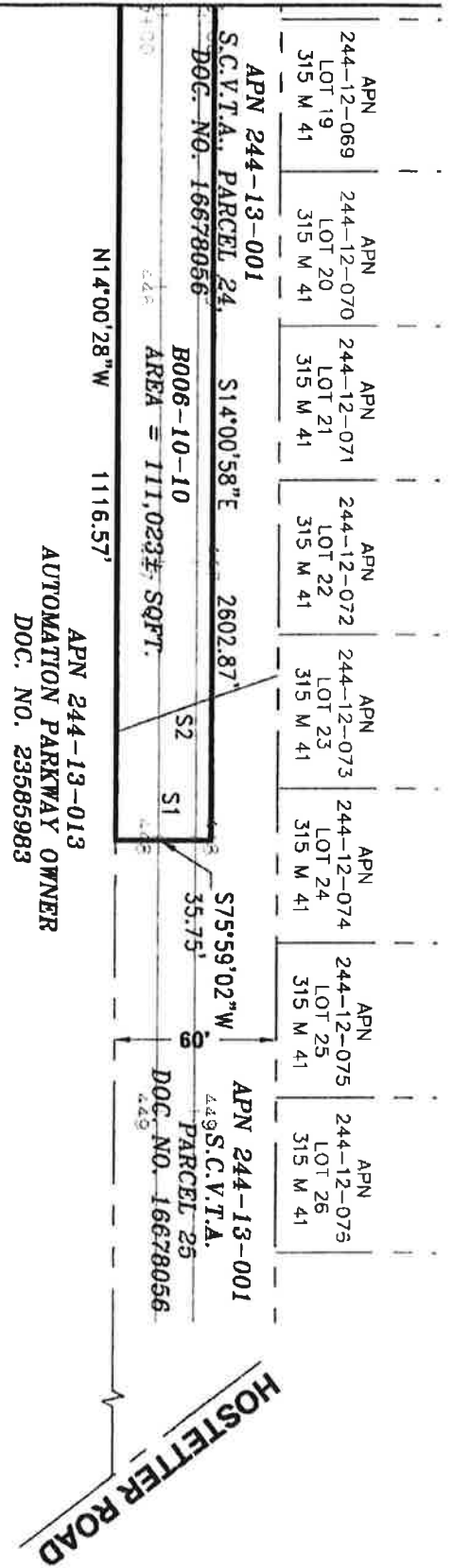


3331 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95134-1906  
PH: 408-271-5896  
FAX 408-274-5890

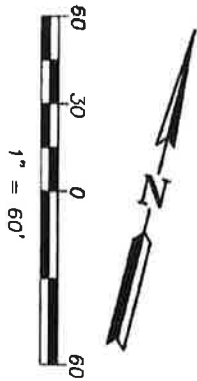
SCALE: 1"=60'  
DATE: 11/21/19  
Drawn By: H. BRASALL  
Checked By: J. MACCRODY  
SHEET: 39 OF 43



MATCHLINE - SEE SHEET 40 OF 43



**LEGEND:**  
 S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET  
 = LENGTH OF LINE NOT TO SCALE



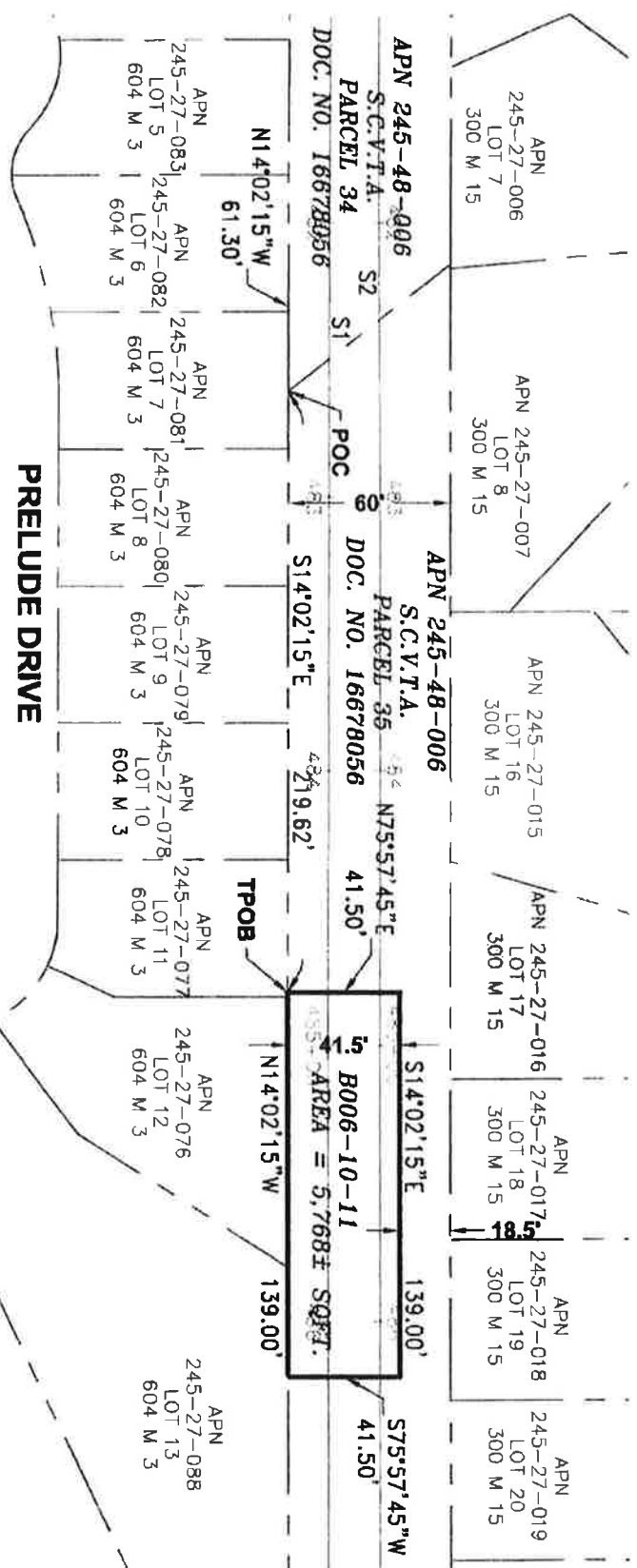
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B006-10-10  
 APN'S 244-13-001 & 244-15-006  
 CITY OF SAN JOSE  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

**Santa Clara Valley**  
**Transportation**  
**Authority**

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1905  
 PH: 408-321-5965  
 FAX: 408-321-5990

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MCGORRY
DATE: 11/21/19		SHEET: 40 OF 43



**LEGEND:**

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING

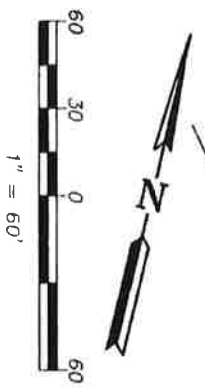
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-11**  
 APN 245-48-006  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

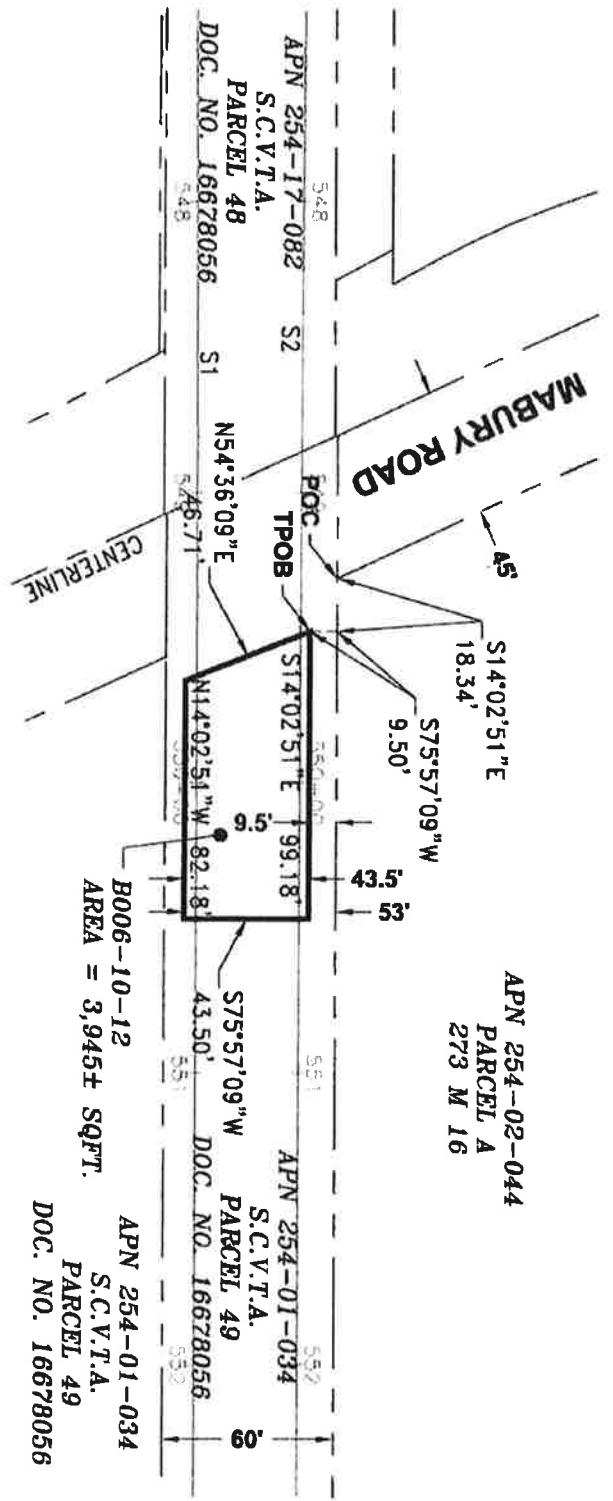
**Santa Clara Valley**  
**Transportation**  
**Authority**

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1905  
 PH: 408-521-5885  
 FAX: 408-521-6890

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MCCORRY	SHEET: 41 OF 43
DATE: 11/21/19			

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



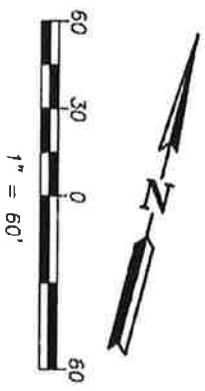


**LEGEND:**

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

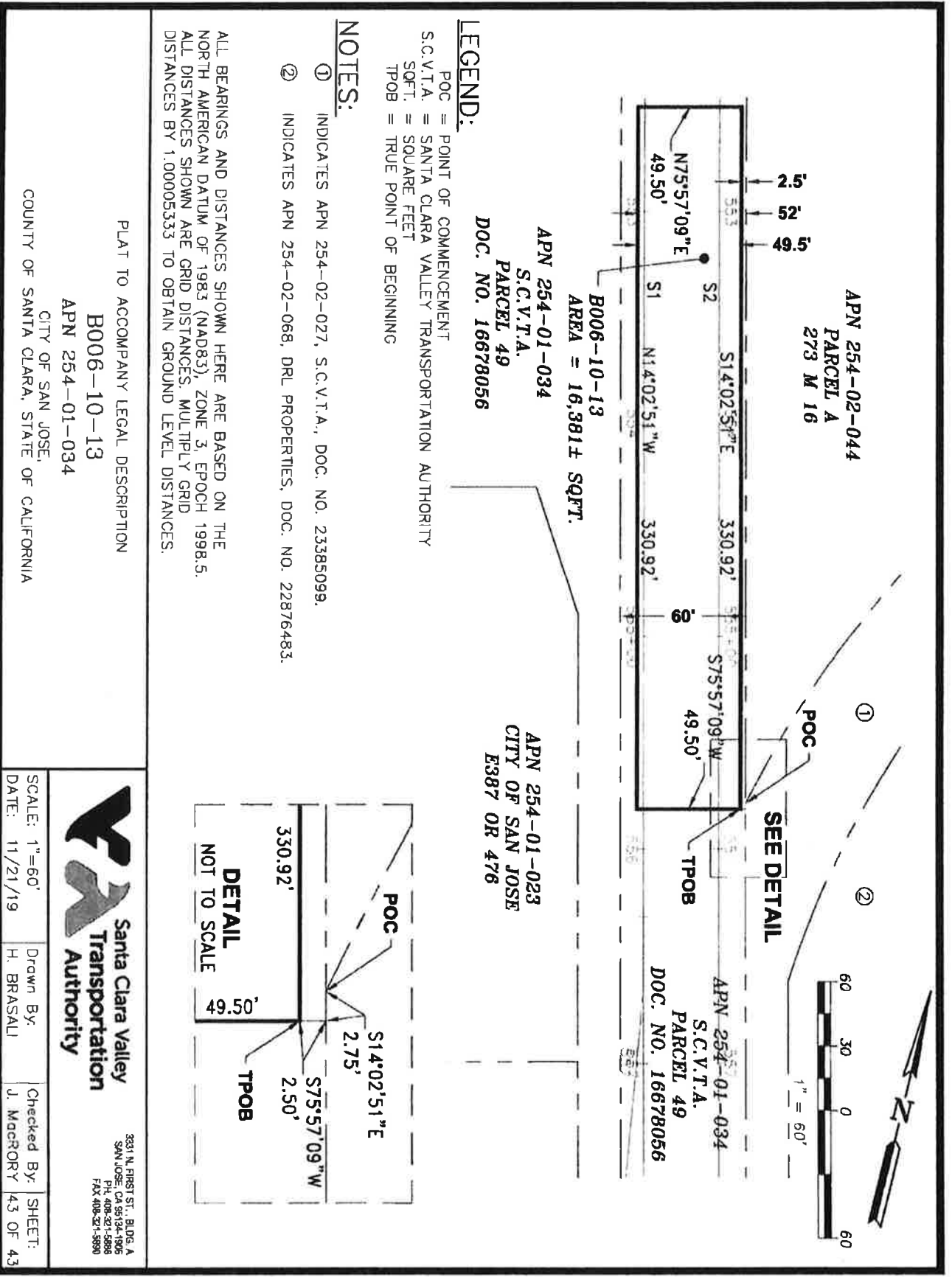
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-12**  
 APN 254-01-034  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



**Santa Clara Valley  
Transportation  
Authority**

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1966  
 PH: 408-321-5885  
 FAX: 408-321-5890

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 42 OF 43
DATE: 11/21/19			



**LEGEND:**

POC = POINT OF COMMENCEMENT  
 S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET  
 TPOB = TRUE POINT OF BEGINNING

**NOTES:**

- ① INDICATES APN 254-02-027, S.C.V.T.A., DOC. NO. 23385099.
- ② INDICATES APN 254-02-068, DRL PROPERTIES, DOC. NO. 22876483.

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-13**  
**APN 254-01-034**  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

**VTA** Santa Clara Valley  
**Transportation Authority**

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH. 408-271-5886  
 FAX 408-271-5890

SCALE: 1"=60'  
 DATE: 11/21/19

Drawn By: H. BRASALI  
 Checked By: J. MACRORY

SHEET: 43 OF 43

# Parcel Map Check Report

---

**Parcel Name: B006-10-01**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 2,005,310.2064'

East: 6,145,414.0128'

**Segment# 1: Line**

Course: S21° 38' 55"E

Length: 157.37'

North: 2,005,163.9367'

East: 6,145,472.0687'

**Segment# 2: Line**

Course: S22° 17' 49"E

Length: 499.84'

North: 2,004,701.4698'

East: 6,145,661.7114'

**Segment# 3: Line**

Course: S22° 21' 27"E

Length: 364.14'

North: 2,004,364.7027'

East: 6,145,800.2246'

**Segment# 4: Line**

Course: S22° 11' 08"E

Length: 108.70'

North: 2,004,264.0503'

East: 6,145,841.2705'

**Segment# 5: Line**

Course: S22° 34' 10"E

Length: 180.96'

North: 2,004,096.9491'

East: 6,145,910.7235'

**Segment# 6: Line**

Course: S22° 26' 21"E

Length: 325.22'

North: 2,003,796.3530'

East: 6,146,034.8607'

**Segment# 7: Line**

Course: S22° 30' 33"E

Length: 452.37'

North: 2,003,378.4453'

East: 6,146,208.0421'

**Segment# 8: Line**

Course: S67° 31' 40"W                      Length: 15.92'  
North: 2,003,372.3601'                      East: 6,146,193.3310'

Segment# 9: Line  
Course: N22° 28' 20"W                      Length: 289.88'  
North: 2,003,640.2281'                      East: 6,146,082.5286'

Segment# 10: Line  
Course: S67° 31' 40"W                      Length: 27.00'  
North: 2,003,629.9077'                      East: 6,146,057.5788'

Segment# 11: Line  
Course: N22° 28' 20"W                      Length: 691.50'  
North: 2,004,268.8986'                      East: 6,145,793.2630'

Segment# 12: Line  
Course: N67° 31' 40"E                      Length: 20.59'  
North: 2,004,276.7689'                      East: 6,145,812.2895'

Segment# 13: Line  
Course: N23° 01' 25"W                      Length: 399.74'  
North: 2,004,644.6671'                      East: 6,145,655.9470'

Segment# 14: Line  
Course: S68° 30' 43"W                      Length: 15.64'  
North: 2,004,638.9380'                      East: 6,145,641.3941'

Segment# 15: Line  
Course: N21° 29' 17"W                      Length: 707.92'  
North: 2,005,297.6533'                      East: 6,145,382.0778'

Segment# 16: Line  
Course: N68° 30' 43"E                      Length: 34.31'  
North: 2,005,310.2213'                      East: 6,145,414.0031'

Perimeter: 4,291.11'                      Area: 70,632.91 Sq.Ft.  
Error Closure: 0.0178                      Course: N33° 12' 54"W  
Error North : 0.01488                      East: -0.00974

Precision 1: 241,073.03

---

**Parcel Name: B006-10-02**

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,999,948.2260'

East: 6,147,527.8913'

**Segment# 1: Line**

Course: S20° 36' 56"E

Length: 720.09'

North: 1,999,274.2477'

East: 6,147,781.4320'

**Segment# 2: Line**

Course: S20° 13' 57"E

Length: 839.10'

North: 1,998,486.9227'

East: 6,148,071.6183'

**Segment# 3: Line**

Course: S69° 37' 00"W

Length: 12.99'

North: 1,998,482.3982'

East: 6,148,059.4417'

**Segment# 4: Line**

Course: N20° 23' 00"W

Length: 902.62'

North: 1,999,328.4992'

East: 6,147,745.0597'

**Segment# 5: Line**

Course: S69° 37' 00"W

Length: 30.00'

North: 1,999,318.0502'

East: 6,147,716.9382'

**Segment# 6: Line**

Course: N20° 23' 00"W

Length: 501.95'

North: 1,999,788.5698'

East: 6,147,542.1093'

**Segment# 7: Line**

Course: N69° 37' 00"E

Length: 30.00'

North: 1,999,799.0188'

East: 6,147,570.2308'

Segment# 8: Line  
Course: N20° 23' 00"W                      Length: 154.61'  
North: 1,999,943.9476'                      East: 6,147,516.3803'

Segment# 9: Line  
Course: N69° 37' 00"E                      Length: 12.28'  
North: 1,999,948.2247'                      East: 6,147,527.8913'

Perimeter: 3,203.64'                      Area: 36,779.15Sq.Ft.  
Error Closure: 0.0012                      Course: S1° 03' 36"E  
Error North : -0.00125                      East: 0.00002

Precision 1: 2,669,700.00

**Parcel Name: B006-10-03**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,998,424.5648'                      East: 6,148,083.7769'

Segment# 1: Line  
Course: S20° 26' 05"E                      Length: 127.17'  
North: 1,998,305.3975'                      East: 6,148,128.1770'

Segment# 2: Line  
Course: N69° 33' 55"E                      Length: 12.38'  
North: 1,998,309.7198'                      East: 6,148,139.7779'

Segment# 3: Line  
Course: S20° 19' 36"E                      Length: 1,035.95'  
North: 1,997,338.2812'                      East: 6,148,499.6381'

Segment# 4: Line  
Course: S69° 37' 00"W                      Length: 39.14'  
North: 1,997,324.6487'                      East: 6,148,462.9489'

Segment# 5: Line



Course: N20° 23' 00"W                      Length: 1,163.11'  
North: 1,998,414.9287'                      East: 6,148,057.8384'

Segment# 6: Line  
Course: N69° 37' 00"E                      Length: 27.67'  
North: 1,998,424.5661'                      East: 6,148,083.7758'

Perimeter: 2,405.42'                      Area: 44,602.30Sq.Ft.  
Error Closure: 0.0017                      Course: N37° 46' 46"W  
Error North : 0.00138                      East: -0.00107

Precision 1: 1,414,952.94

---

**Parcel Name: B006-10-04**

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:1,996,583.6097'                      East:6,148,787.3930'

Segment# 1: Line  
Course: S21° 08' 55"E                      Length: 605.46'  
North: 1,996,018.9288'                      East: 6,149,005.8359'

Segment# 2: Line  
Course: S21° 28' 51"E                      Length: 2,085.29'  
North: 1,994,078.4828'                      East: 6,149,769.4481'

Segment# 3: Line  
Course: S68° 37' 00"W                      Length: 24.24'  
North: 1,994,069.6448'                      East: 6,149,746.8768'

Segment# 4: Line  
Course: N21° 23' 00"W                      Length: 2,690.75'  
North: 1,996,575.1687'                      East: 6,148,765.8134'

Segment# 5: Line  
Course: N68° 37' 00"E                      Length: 23.17'

North: 1,996,583.6166'

East: 6,148,787.3884'

Perimeter: 5,428.91'

Area: 60,121.50Sq.Ft.

Error Closure: 0.0083

Course: N34° 10' 13"W

Error North : 0.00687

East: -0.00467

Precision 1: 654,085.54

---

**Parcel Name: B006-10-05**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,987,310.5418'

East: 6,152,397.3001'

**Segment# 1: Line**

Course: S21° 22' 40"E

Length: 699.57'

North: 1,986,659.1041'

East: 6,152,652.3043'

**Segment# 2: Line**

Course: S68° 37' 20"W

Length: 8.50'

North: 1,986,656.0057'

East: 6,152,644.3891'

**Segment# 3: Line**

Course: N21° 22' 40"W

Length: 699.57'

North: 1,987,307.4434'

East: 6,152,389.3849'

**Segment# 4: Line**

Course: N68° 37' 20"E

Length: 8.50'

North: 1,987,310.5418'

East: 6,152,397.3001'

Perimeter: 1,416.13'

Area: 5,946.32Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00"E

Error North : 0.00000

East: 0.00000

Precision 1: 1,416,140,000.00

---

**Parcel Name: B006-10-06**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,986,252.5484'

East: 6,152,842.1889'

**Segment# 1: Line**

Course: S21° 58' 49"E

Length: 648.84'

North: 1,985,650.8708'

East: 6,153,085.0416'

**Segment# 2: Line**

Course: S68° 01' 11"W

Length: 33.00'

North: 1,985,638.5193'

East: 6,153,054.4403'

**Segment# 3: Line**

Course: N21° 58' 49"W

Length: 648.84'

North: 1,986,240.1969'

East: 6,152,811.5876'

**Segment# 4: Line**

Course: N68° 01' 11"E

Length: 33.00'

North: 1,986,252.5484'

East: 6,152,842.1889'

Perimeter: 1,363.68'

Area: 21,411.76Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00"E

Error North : 0.00000

East: 0.00000

Precision 1: 1,363,680,000.00

---

**Parcel Name: B006-10-07**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,981,969.5405'

East: 6,154,670.3412'

**Segment# 1: Line**

Course: S23° 00' 44"E

Length: 784.30'

North: 1,981,247.6540'

East: 6,154,976.9456'

Segment# 2: Line  
Course: S66° 59' 16"W Length: 47.00'  
North: 1,981,229.2804' East: 6,154,933.6858'

Segment# 3: Line  
Course: N23° 00' 44"W Length: 1,191.73'  
North: 1,982,326.1743' East: 6,154,467.8058'

Segment# 4: Line  
Course: N66° 59' 16"E Length: 47.00'  
North: 1,982,344.5479' East: 6,154,511.0656'

Segment# 5: Line  
Course: S23° 00' 44"E Length: 407.43'  
North: 1,981,969.5405' East: 6,154,670.3412'

Perimeter: 2,477.46' Area: 56,011.27Sq.Ft.  
Error Closure: 0.0000 Course: N0° 00' 00"E  
Error North : 0.00000 East: 0.00000

Precision 1: 2,477,460,000.00

**Parcel Name: B2252-01-11**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:1,974,808.8515' East:6,157,854.4757'

Segment# 1: Line  
Course: N23° 01' 00"W Length: 100.60'  
North: 1,974,901.4428' East: 6,157,815.1413'

Segment# 2: Line  
Course: S66° 59' 00"W Length: 9.25'  
North: 1,974,897.8261' East: 6,157,806.6276'

Segment# 3: Line

Course: N23° 01' 00"W  
North: 1,974,926.5147'                      Length: 31.17'  
East: 6,157,794.4402'

Segment# 4: Line  
Course: N66° 59' 00"E                      Length: 9.25'  
North: 1,974,930.1314'                      East: 6,157,802.9538'

Segment# 5: Line  
Course: N23° 01' 00"W                      Length: 120.67'  
North: 1,975,041.1950'                      East: 6,157,755.7720'

Segment# 6: Line  
Course: N66° 59' 00"E                      Length: 15.17'  
North: 1,975,047.1264'                      East: 6,157,769.7343'

Segment# 7: Line  
Course: N23° 01' 00"W                      Length: 13.17'  
North: 1,975,059.2480'                      East: 6,157,764.5849'

Segment# 8: Line  
Course: N66° 59' 00"E                      Length: 214.17'  
North: 1,975,142.9882'                      East: 6,157,961.7050'

Segment# 9: Line  
Course: S23° 01' 00"E                      Length: 12.08'  
North: 1,975,131.8699'                      East: 6,157,966.4283'

Segment# 10: Line  
Course: N66° 59' 00"E                      Length: 20.67'  
North: 1,975,139.9519'                      East: 6,157,985.4528'

Segment# 11: Line  
Course: S23° 01' 00"E                      Length: 253.75'  
North: 1,974,906.4026'                      East: 6,158,084.6688'

Segment# 12: Line  
Course: S66° 59' 00"W                      Length: 19.92'  
North: 1,974,898.6139'                      East: 6,158,066.3346'

Segment# 13: Line  
Course: S23° 01' 00"E Length: 13.17'  
North: 1,974,886.4923' East: 6,158,071.4840'

Segment# 14: Line  
Course: S66° 59' 00"W Length: 210.17'  
North: 1,974,804.3161' East: 6,157,878.0454'

Segment# 15: Line  
Course: N23° 01' 00"W Length: 13.40'  
North: 1,974,816.6494' East: 6,157,872.8060'

Segment# 16: Line  
Course: S66° 59' 00"W Length: 19.92'  
North: 1,974,808.8607' East: 6,157,854.4718'

Perimeter: 1,076.50' Area: 69,059.45Sq.Ft.  
Error Closure: 0.0100 Course: N23° 01' 00"W  
Error North : 0.00920 East: -0.00391

Precision 1: 107,653.00

**Parcel Name: B006-10-09A**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:1,975,052.0021' East:6,157,604.7558'

Segment# 1: Line  
Course: N67° 37' 09"E Length: 12.87'  
North: 1,975,056.9025' East: 6,157,616.6563'

Segment# 2: Line  
Course: S22° 22' 51"E Length: 35.63'  
North: 1,975,023.9563' East: 6,157,630.2228'

Segment# 3: Line  
Course: S67° 37' 09"W                      Length: 6.21'  
North: 1,975,021.5918'                      East: 6,157,624.4806'

Segment# 4: Line  
Course: S22° 22' 51"E                      Length: 20.92'  
North: 1,975,002.2476'                      East: 6,157,632.4461'

Segment# 5: Line  
Course: N67° 37' 09"E                      Length: 4.89'  
North: 1,975,004.1096'                      East: 6,157,636.9678'

Segment# 6: Line  
Course: S22° 22' 51"E                      Length: 35.15'  
North: 1,974,971.6073'                      East: 6,157,650.3516'

Segment# 7: Line  
Course: N67° 37' 09"E                      Length: 5.94'  
North: 1,974,973.8690'                      East: 6,157,655.8441'

Segment# 8: Line  
Course: S22° 22' 51"E                      Length: 30.29'  
North: 1,974,945.8607'                      East: 6,157,667.3774'

Segment# 9: Line  
Course: S76° 00' 50"E                      Length: 12.48'  
North: 1,974,942.8444'                      East: 6,157,679.4874'

Segment# 10: Line  
Course: S22° 22' 51"E                      Length: 136.85'  
North: 1,974,816.3028'                      East: 6,157,731.5945'

Segment# 11: Line  
Course: S67° 37' 09"W                      Length: 5.02'  
North: 1,974,814.3914'                      East: 6,157,726.9527'

Segment# 12: Line  
Course: S22° 22' 51"E                      Length: 50.52'

North: 1,974,767.6769'

East: 6,157,746.1887'

Segment# 13: Line

Course: N67° 37' 09"E

Length: 7.00'

North: 1,974,770.3422'

East: 6,157,752.6614'

Segment# 14: Line

Course: S22° 22' 51"E

Length: 24.40'

North: 1,974,747.7802'

East: 6,157,761.9520'

Segment# 15: Line

Course: S67° 37' 09"W

Length: 6.08'

North: 1,974,745.4652'

East: 6,157,756.3300'

Segment# 16: Line

Course: S22° 22' 51"E

Length: 30.42'

North: 1,974,717.3366'

East: 6,157,767.9128'

Segment# 17: Line

Course: N67° 37' 09"E

Length: 6.75'

North: 1,974,719.9068'

East: 6,157,774.1543'

Segment# 18: Line

Course: S22° 22' 51"E

Length: 81.42'

North: 1,974,644.6198'

East: 6,157,805.1559'

Segment# 19: Line

Course: S29° 14' 57"W

Length: 23.42'

North: 1,974,624.1858'

East: 6,157,793.7127'

Segment# 20: Line

Course: S22° 22' 51"E

Length: 68.34'

North: 1,974,560.9936'

East: 6,157,819.7339'

Segment# 21: Curve

Length: 16.64'

Radius: 449.07'

Delta: 2°07'25"

Tangent: 8.32'

Chord: 16.64'

Course: N39° 51' 47"W



Course In: N49° 04' 30"E  
RP North: 1,974,855.1662'  
End North: 1,974,573.7687'

Course Out: S51° 11' 55"W  
East: 6,158,159.0367'  
East: 6,157,809.0662'

Segment# 22: Line  
Course: N22° 22' 51"W  
North: 1,974,624.5148'

Length: 54.88'  
East: 6,157,788.1700'

Segment# 23: Line  
Course: N29° 14' 57"E  
North: 1,974,644.9488'

Length: 23.42'  
East: 6,157,799.6132'

Segment# 24: Line  
Course: N22° 22' 51"W  
North: 1,974,713.3747'

Length: 74.00'  
East: 6,157,771.4369'

Segment# 25: Line  
Course: S67° 37' 09"W  
North: 1,974,710.8045'

Length: 6.75'  
East: 6,157,765.1954'

Segment# 26: Line  
Course: N22° 22' 51"W  
North: 1,974,748.1798'

Length: 40.42'  
East: 6,157,749.8050'

Segment# 27: Line  
Course: N67° 37' 09"E  
North: 1,974,750.4948'

Length: 6.08'  
East: 6,157,755.4270'

Segment# 28: Line  
Course: N22° 22' 51"W  
North: 1,974,763.8101'

Length: 14.40'  
East: 6,157,749.9440'

Segment# 29: Line  
Course: S67° 37' 09"W  
North: 1,974,761.1448'

Length: 7.00'  
East: 6,157,743.4713'

Segment# 30: Line  
Course: N22° 22' 51"W

Length: 60.52'

North: 1,974,817.1060'

East: 6,157,720.4277'

Segment# 31: Line

Course: N67° 37' 09"E

Length: 5.02'

North: 1,974,819.0175'

East: 6,157,725.0695'

Segment# 32: Line

Course: N22° 22' 51"W

Length: 129.32'

North: 1,974,938.5962'

East: 6,157,675.8295'

Segment# 33: Line

Course: N76° 00' 50"W

Length: 12.48'

North: 1,974,941.6125'

East: 6,157,663.7195'

Segment# 34: Line

Course: N22° 22' 51"W

Length: 27.81'

North: 1,974,967.3277'

East: 6,157,653.1305'

Segment# 35: Line

Course: S67° 37' 09"W

Length: 5.94'

North: 1,974,965.0659'

East: 6,157,647.6380'

Segment# 36: Line

Course: N22° 22' 51"W

Length: 35.15'

North: 1,974,997.5682'

East: 6,157,634.2542'

Segment# 37: Line

Course: S67° 37' 09"W

Length: 4.89'

North: 1,974,995.7063'

East: 6,157,629.7326'

Segment# 38: Line

Course: N22° 22' 51"W

Length: 30.92'

North: 1,975,024.2972'

East: 6,157,617.9594'

Segment# 39: Line

Course: N67° 37' 09"E

Length: 6.21'

North: 1,975,026.6617'

East: 6,157,623.7017'

Segment# 40: Line  
Course: N22° 22' 51"W Length: 25.63'  
North: 1,975,050.3611' East: 6,157,613.9427'

Segment# 41: Line  
Course: S67° 37' 09"W Length: 19.74'  
North: 1,975,042.8449' East: 6,157,595.6897'

Segment# 42: Line  
Course: N22° 22' 51"W Length: 10.77'  
North: 1,975,052.8036' East: 6,157,591.5889'

Segment# 43: Line  
Course: N67° 37' 09"E Length: 5.00'  
North: 1,975,054.7074' East: 6,157,596.2123'

Segment# 44: Line  
Course: S22° 22' 51"E Length: 5.77'  
North: 1,975,049.3720' East: 6,157,598.4093'

Segment# 45: Line  
Course: N67° 37' 09"E Length: 6.87'  
North: 1,975,051.9879' East: 6,157,604.7618'

Perimeter: 1,240.21' Area: 3,047.26Sq.Ft.  
Error Closure: 0.0154 Course: S22° 50' 58"E  
Error North : -0.01418 East: 0.00597

Precision 1: 80,534.42

**Parcel Name: B006-10-08**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,974,897.7089' East: 6,157,582.8653'

Segment# 1: Line

Course: S22° 59' 47"E                      Length: 128.35'  
North: 1,974,779.5590'                      East: 6,157,633.0082'

Segment# 2: Line  
Course: N66° 17' 15"E                      Length: 5.79'  
North: 1,974,781.8874'                      East: 6,157,638.3094'

Segment# 3: Line  
Course: S23° 01' 12"E                      Length: 60.48'  
North: 1,974,726.2235'                      East: 6,157,661.9602'

Segment# 4: Line  
Course: S63° 37' 40"W                      Length: 5.80'  
North: 1,974,723.6471'                      East: 6,157,656.7639'

Segment# 5: Line  
Course: S22° 54' 41"E                      Length: 14.53'  
North: 1,974,710.2634'                      East: 6,157,662.4205'

Segment# 6: Line  
Course: N68° 59' 02"E                      Length: 5.65'  
North: 1,974,712.2897'                      East: 6,157,667.6947'

Segment# 7: Line  
Course: S22° 57' 01"E                      Length: 40.84'  
North: 1,974,674.6824'                      East: 6,157,683.6195'

Segment# 8: Line  
Course: S67° 37' 09"W                      Length: 5.92'  
North: 1,974,672.4283'                      East: 6,157,678.1454'

Segment# 9: Line  
Course: S23° 27' 45"E                      Length: 73.38'  
North: 1,974,605.1153'                      East: 6,157,707.3616'

Segment# 10: Line  
Course: S75° 50' 19"E                      Length: 27.12'  
North: 1,974,598.4803'                      East: 6,157,733.6574'

Segment# 11: Line  
Course: S22° 51' 14"E Length: 244.54'  
North: 1,974,373.1371' East: 6,157,828.6325'

Segment# 12: Line  
Course: S67° 37' 09"W Length: 6.05'  
North: 1,974,370.8335' East: 6,157,823.0382'

Segment# 13: Line  
Course: S22° 22' 51"E Length: 33.50'  
North: 1,974,339.8570' East: 6,157,835.7937'

Segment# 14: Line  
Course: N67° 37' 09"E Length: 7.13'  
North: 1,974,342.5718' East: 6,157,842.3866'

Segment# 15: Line  
Course: S22° 22' 51"E Length: 12.92'  
North: 1,974,330.6250' East: 6,157,847.3060'

Segment# 16: Line  
Course: S67° 37' 09"W Length: 5.00'  
North: 1,974,328.7212' East: 6,157,842.6827'

Segment# 17: Line  
Course: N22° 22' 51"W Length: 7.92'  
North: 1,974,336.0446' East: 6,157,839.6670'

Segment# 18: Line  
Course: S67° 37' 09"W Length: 7.13'  
North: 1,974,333.3298' East: 6,157,833.0741'

Segment# 19: Line  
Course: N22° 22' 51"W Length: 43.50'  
North: 1,974,373.5531' East: 6,157,816.5110'

Segment# 20: Line

Course: N67° 37' 09"E                      Length: 6.01'  
North: 1,974,375.8415'                      East: 6,157,822.0683'

Segment# 21: Line  
Course: N22° 51' 14"W                      Length: 237.01'  
North: 1,974,594.2458'                      East: 6,157,730.0178'

Segment# 22: Line  
Course: N75° 50' 19"W                      Length: 27.09'  
North: 1,974,600.8734'                      East: 6,157,703.7510'

Segment# 23: Line  
Course: N23° 27' 45"W                      Length: 80.93'  
North: 1,974,675.1122'                      East: 6,157,671.5288'

Segment# 24: Line  
Course: N67° 37' 09"E                      Length: 5.97'  
North: 1,974,677.3854'                      East: 6,157,677.0491'

Segment# 25: Line  
Course: N22° 57' 01"W                      Length: 30.95'  
North: 1,974,705.8855'                      East: 6,157,664.9807'

Segment# 26: Line  
Course: S68° 59' 02"W                      Length: 5.66'  
North: 1,974,703.8556'                      East: 6,157,659.6972'

Segment# 27: Line  
Course: N22° 54' 41"W                      Length: 24.08'  
North: 1,974,726.0359'                      East: 6,157,650.3227'

Segment# 28: Line  
Course: N63° 37' 40"E                      Length: 5.79'  
North: 1,974,728.6078'                      East: 6,157,655.5101'

Segment# 29: Line  
Course: N23° 01' 12"W                      Length: 50.70'  
North: 1,974,775.2705'                      East: 6,157,635.6838'

Segment# 30: Line  
Course: S66° 17' 15"W Length: 5.79'  
North: 1,974,772.9421' East: 6,157,630.3826'

Segment# 31: Line  
Course: N22° 59' 47"W Length: 133.41'  
North: 1,974,895.7499' East: 6,157,578.2629'

Segment# 32: Line  
Course: N67° 00' 13"E Length: 5.00'  
North: 1,974,897.7033' East: 6,157,582.8656'

Perimeter: 1,353.91' Area: 3,359.77Sq.Ft.  
Error Closure: 0.0056 Course: S2° 30' 05"E  
Error North : -0.00563 East: 0.00025

Precision 1: 241,775.00

---

**Parcel Name: B006-10-10**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:1,970,839.2895' East:6,159,355.0079'

Segment# 1: Curve  
Length: 519.72' Radius: 5,734.85'  
Delta: 5°11'33" Tangent: 260.04'  
Chord: 519.54' Course: S16° 36' 44"E  
Course In: S70° 47' 29"W Course Out: N75° 59' 02"E  
RP North: 1,968,952.4747' East: 6,153,939.4345'  
End North: 1,970,341.4251' East: 6,159,503.5446'

Segment# 2: Line  
Course: S14° 00' 58"E Length: 2,602.87'  
North: 1,967,816.0486' East: 6,160,133.9460'

Segment# 3: Line  
Course: S75° 59' 02"W Length: 35.75'  
North: 1,967,807.3902' East: 6,160,099.2604'

Segment# 4: Line  
Course: N14° 00' 28"W Length: 1,116.57'  
North: 1,968,890.7566' East: 6,159,828.9906'

Segment# 5: Line  
Course: N14° 00' 32"W Length: 479.38'  
North: 1,969,355.8790' East: 6,159,712.9459'

Segment# 6: Line  
Course: N14° 00' 50"W Length: 774.24'  
North: 1,970,107.0753' East: 6,159,525.4582'

Segment# 7: Line  
Course: N14° 00' 58"W Length: 232.68'  
North: 1,970,332.8279' East: 6,159,469.1043'

Segment# 8: Curve  
Length: 516.50' Radius: 5,699.35'  
Delta: 5°11'33" Tangent: 258.43'  
Chord: 516.33' Course: N16° 36' 44"W  
Course In: S75° 59' 02"W Course Out: N70° 47' 29"E  
RP North: 1,968,952.4754' East: 6,153,939.4373'  
End North: 1,970,827.6104' East: 6,159,321.4870'

Segment# 9: Line  
Course: N70° 47' 29"E Length: 35.50'  
North: 1,970,839.2902' East: 6,159,355.0106'

Perimeter: 6,313.21' Area: 111,023.21Sq.Ft.  
Error Closure: 0.0029 Course: N76° 18' 33"E  
Error North : 0.00068 East: 0.00277

Precision 1: 2,176,968.97



---

**Parcel Name: B006-10-11**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,964,237.8485'

East: 6,160,991.2725'

**Segment# 1: Line**

Course: N75° 57' 45"E

Length: 41.50'

North: 1,964,247.9146'

East: 6,161,031.5332'

**Segment# 2: Line**

Course: S14° 02' 15"E

Length: 139.00'

North: 1,964,113.0655'

East: 6,161,065.2486'

**Segment# 3: Line**

Course: S75° 57' 45"W

Length: 41.50'

North: 1,964,102.9994'

East: 6,161,024.9879'

**Segment# 4: Line**

Course: N14° 02' 15"W

Length: 139.00'

North: 1,964,237.8485'

East: 6,160,991.2725'

Perimeter: 360.99'

Area: 5,768.06Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00"E

Error North : 0.00000

East: 0.00000

Precision 1: 361,000,000.00

---

**Parcel Name: B006-10-12**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,957,976.9751'

East: 6,162,611.0816'

**Segment# 1: Line**

Course: S14° 02' 51"E

Length: 99.18'

North: 1,957,880.7611'

East: 6,162,635.1552'

Segment# 2: Line

Course: S75° 57' 09"W

Length: 43.50'

North: 1,957,870.2025'

East: 6,162,592.9561'

Segment# 3: Line

Course: N14° 02' 51"W

Length: 82.18'

North: 1,957,949.9249'

East: 6,162,573.0088'

Segment# 4: Line

Course: N54° 36' 09"E

Length: 46.71'

North: 1,957,976.9815'

East: 6,162,611.0846'

Perimeter: 271.56'

Area: 3,944.50Sq.Ft.

Error Closure: 0.0070

Course: N25° 24' 18"E

Error North : 0.00636

East: 0.00302

Precision 1: 38,795.71

---

**Parcel Name: B006-10-13**

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,957,364.2641'

East: 6,162,771.6026'

Segment# 1: Line

Course: S75° 57' 09"W

Length: 49.50'

North: 1,957,352.2492'

East: 6,162,723.5829'

Segment# 2: Line

Course: N14° 02' 51"W

Length: 330.92'

North: 1,957,673.2730'

East: 6,162,643.2599'

Segment# 3: Line

Course: N75° 57' 09"E

Length: 49.50'

North: 1,957,685.2879'

East: 6,162,691.2796'

**Segment# 4: Line**

**Course: S14° 02' 51"E**

**North: 1,957,364.2641'**

**Length: 330.92'**

**East: 6,162,771.6026'**

**Perimeter: 760.85'**

**Error Closure: 0.0000**

**Error North : 0.00000**

**Area: 16,380.71Sq.Ft.**

**Course: N0° 00' 00"E**

**East: 0.00000**

**Precision 1: 760,840,000.00**

**Approval as to Form**

**General Counsel's Office**

The attached document, entitled "COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY," is approved as to form by the undersigned attorney.

By:   
Victor Pappalardo  
Senior Assistant Counsel

24358198

Exhibit M - 2 of 2

Regina Alcomendras  
Santa Clara County - Clerk-Recorder

12/16/2019 10:20 AM

**Recording Requested By:**

Santa Clara Valley Transportation Authority

**Titles: 1      Pages: 94**

**Fees: \$0.00  
Taxes: \$0  
Total: \$0.00**



**When Recorded, Mail To:**

Michael Montgomery, Executive Officer  
California Regional Water Quality Control Board  
San Francisco Bay Region  
1515 Clay Street, Suite 1400  
Oakland, California 94612

Record Without Fee

California Government Code §6103 & §27383

COVENANT AND ENVIRONMENTAL RESTRICTION  
ON PROPERTY

Santa Clara Valley Transportation Authority  
VTA-BART Silicon Valley Berryessa Extension Project Alignment  
Fremont, Milpitas, and San Jose, California  
And 1735 S. Milpitas Blvd., Milpitas 95035

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 2nd day of December, 2019 by Santa Clara Valley Transportation Authority ("Covenantor") who is the owner of record of that certain property situated along the VTA-BART Silicon Valley Berryessa Extension Project Alignment Fremont, Milpitas, and San Jose, and VTA Milpitas Parking lot located at 1735 S. Milpitas Blvd., Milpitas, County of Santa Clara, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region (the "Board"), with reference to the following facts:

A. The Burdened Property contains hazardous soil materials.

B. Contamination of the Burdened Property. Soil and ballast at the Burdened Property was contaminated by arsenic and lead, originating from previous use of Union Pacific Railroad, former owner of the property, which constitute hazardous materials as that term is defined in Health & Safety Code Section 25260. The contaminated soil and ballast were excavated and diverted to twelve (12) designated encapsulation areas spaced throughout the new BART alignment underneath the trackway. Also, soil contaminated with lead from a former battery manufacturing plant located at 700 Montague Expressway, Milpitas, was encapsulated underneath concrete foundation of the newly constructed VTA Milpitas Parking structure.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in soil on the Burdened Property. Without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could take place via in-place contact, surface-water runoff, resulting in dermal contact, inhalation or ingestion by humans. The risk of public exposure to the contaminants has been substantially lessened by the remediation and controls described herein.

D. Adjacent Land Uses and Population Potentially Affected. The Burdened Property is used for railroad and associated uses and is adjacent to industrial land uses.

E. Full and voluntary disclosure to the Board of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the Burdened Property has been conducted.

F. Covenantor desires and intends that in order to benefit the Board, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that may have been deposited on portions of the Burdened Property.

## ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the Board and all Owners and Occupants (as defined in Article II, below). Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Board.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such Owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Board and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all of the deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Board real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

## ARTICLE II DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

## ARTICLE III DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

- a. Development of the Burdened Property shall be restricted to industrial (including railroad, stations, parking structures, and appurtenances), commercial or office space;
- b. No residence for human habitation shall be permitted on the Burdened Property;
- c. No hospitals shall be permitted on the Burdened Property;
- d. No schools for persons under 21 years of age shall be permitted on the Burdened Property;
- e. No day care centers for children or day care centers for Senior Citizens shall be permitted on the Burdened Property;

f. No Owners or Occupants of the Property or any portion thereof shall conduct any excavation work on the Property more than 2' below ground surface, unless consistent with the Soil Management Plan (a copy of which is attached hereto as Exhibit B and which is incorporated herein by reference) and any future amendments thereto. Any contaminated soils brought to the surface by grading, excavation, trenching, directional boring or backfilling shall be managed by Covenantor or his agent in accordance with all applicable provisions of local, state and federal law;

g. All uses and development of the Burdened Property shall be consistent with the Soil Management Plan. All uses and development shall preserve the integrity of any cap, any remedial measures taken or remedial equipment installed on the Burdened Property pursuant to the requirements of the Board, unless otherwise expressly permitted in writing by the Board.

h. No Owners or Occupants of the Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board.

i. The Owner or Occupant of the Property shall notify the Board of each of the following: (1) the type, cause, location and date of any disturbance to any cap, any remedial measures taken or remedial equipment installed, which could affect the ability of such cap or remedial measures to perform their respective functions and (2) the type and date of repair of such disturbance. Notification to the Board shall be made by registered mail (or other method agreed to by the parties in writing) within ten (10) working days of both the discovery of such disturbance and the completion of repairs;

j. The Covenantor agrees that the Board, and/or any persons acting pursuant to Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code.

k. No Owner or Occupant of the Burdened Property shall act in any manner that will aggravate or contribute to the existing environmental conditions of the Burdened Property. All use and development of the Burdened Property shall preserve the integrity of any capped areas.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the Board, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Board to file civil actions against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the property. Any such instrument shall contain a statement substantially similar to the following and containing all of the following information with regard to the Burdened Property:



"The land described as Exhibit A (the "Burdened Property") contains hazardous materials in its soils, and is subject to a "Covenant and Environmental Restriction on Property" dated as of 16<sup>th</sup>, 2019, and recorded on December, 2019, in the Official Records of Santa Clara County, California as Document No. \_\_\_\_\_, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the Burdened Property described herein. This statement is not a declaration that a hazard exists."

#### ARTICLE IV VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

#### ARTICLE V MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

*If To:* "Covenantor"  
Santa Clara Valley Transportation Authority  
3331 North First Street  
San Jose, California 95134

If To: "Board"  
Regional Water Quality Control Board  
San Francisco Bay Region  
Attention: Executive Officer  
1515 Clay Street, Suite 1400  
Oakland, California 94612

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.


5.5 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Santa Clara within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.


5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor: Santa Clara Valley Transportation Authority

By:   
Title: General Manager/CEO  
Date: 12/2/19

Agency: State of California, San Francisco Bay Regional Water Quality Board

By:   
Title: Executive Officer  
Date: 12/13/19

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

On \_\_\_\_\_, 20\_\_ before me, the undersigned a Notary Public in and for said state, personally appeared Nuria Fernandez General Manager, Santa Clara Valley Transportation Authority, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said  
County and State

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

On \_\_\_\_\_, 20\_\_ before me, the undersigned a Notary Public in and for said state, personally appeared [EXECUTIVE OFFICER], personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said  
County and State

## ACKNOWLEDGMENT

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 Santa Clara

On December 5, 2019 before me, Angelica A. Bonifacio  
(insert name and title of the officer)

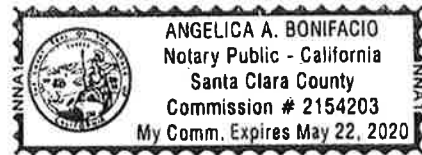
personally appeared Nuria I. Fernandez  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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)



State of California )  
County of Alameda )

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On December 13, 2019 before me, Elaine F. Baltaw, Notary Public,  
(here insert name and title of the officer)

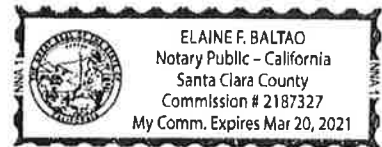
personally appeared Michael Maxwell Montgomery

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 Elaine Baltaw



(Seal)

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Covenant & env. Restriction on Property  
VIA EAST-SOUTH alignment - Treatment, Allpitas, S.S. 1735 S. Blvd  
containing 6 pages, and dated Dec 13, 2019  
+ Exhibits

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-Fact  
 Corporate Officer(s) Executive Director  
Title(s)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: State of California, SF Bay Regional  
Name(s) of Person(s) or Entity(ies) Signer is Representing  
Water Quality Board

<b>Method of Signer Identification</b>	
Proved to me on the basis of satisfactory evidence: <input checked="" type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # <u>11</u> Entry # <u>5</u>	
Notary contact: <u>408-321-7578</u>	
<b>Other</b>	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/>	

EXHIBIT A

See attached Exhibit A for Legal Description of the VTA-BART Silicon Valley Berryessa  
Extension Project Alignment Fremont, Milpitas, and San Jose

**EXHIBIT "A-1"**  
**LEGAL DESCRIPTION**

---

**B006-10-01**

APN's: 519-850-052-02 and 519-0950-011-01

**REAL PROPERTY** situated in the City of Fremont, County of Alameda, State of California, being a portion of Parcel 24, as described in the Grant Deed, recorded December 11, 2002, as Document No. 2002-578558, Alameda County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of Parcel B2005-01, as described in the Grant Deed, recorded on November 21, 2014, as Document No. 2014-282372, Alameda County Official Records, lying on the easterly line of said Parcel 24;

Thence along said easterly line, North 22°28'20" West, 62.35 feet;

Thence South 67°31'40" West, 5.61 feet to the **TRUE POINT OF BEGINNING**;

Thence South 21°38'55" East, 157.37 feet;

Thence South 22°17'49" East, 499.84 feet;

Thence South 22°21'27" East, 364.14 feet;

Thence South 22°11'08" East, 108.70 feet;

Thence South 22°34'10" East, 180.96 feet;

Thence South 22°26'21" East, 325.22 feet;

Thence South 22°30'33" East, 452.37 feet;

Thence South 67°31'40" West, 15.92 feet to a line parallel with and 34.00 feet easterly of the westerly line of said Parcel 24;

Thence along said parallel line, North 22°28'20" West, 289.88 feet;

Thence South 67°31'40" West, 27.00 feet to a line parallel with and 7.00 feet easterly of the westerly line of said Parcel 24;

Thence along said parallel line, North 22°28'20" West, 691.50 feet;

Thence North 67°31'40" East, 20.59 feet;

Thence North 23°01'25" West, 399.74 feet;

Thence South 68°30'43" West, 15.64 feet to a line parallel with and 6.50 feet easterly of the westerly line of said Parcel 24;

Thence along said parallel line, North 21°29'17" West, 707.92 feet;

Thence North 68°30'43" East, 34.31 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 70,633 square feet, more or less.

---

**B006-10-02**

**APN 519-1005-028-03**

**REAL PROPERTY** situated in the City of Fremont, County of Alameda, State of California, being a portion of Parcel 25, as described in the Grant Deed, recorded December 11, 2002, as Document No. 2002-578558, Alameda County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of Lot 7 as shown on the map of Tract 4464, filed for record on July 11, 1980, in Book 120 of Maps, at Page 9, Alameda County Official Records, lying on the easterly line of said Parcel 25;

Thence along said easterly line, North 20°26'05" West, 258.67 feet;

Thence South 69°33'55" West, 13.93 feet to the **TRUE POINT OF BEGINNING**;

Thence South 20°36'56" East, 720.09 feet;

Thence South 20°13'57" East, 839.10 feet;



Thence South 69°37'00" West, 12.99 feet to a line parallel with and 32.00 feet easterly of the westerly line of said Parcel 25;

Thence along said parallel line, North 20°23'00" West, 902.62 feet;

Thence South 69°37'00" West, 30.00 feet to a line parallel with and 2.00 feet easterly of the westerly line of said Parcel 25;

Thence along said parallel line, North 20°23'00" West, 501.95 feet;

Thence North 69°37'00" East, 30.00 feet to a line parallel with and 32.00 feet easterly of the westerly line of said Parcel 25;

Thence along said parallel line, North 20°23'00" West, 154.61 feet;

Thence North 69°37'00" East, 12.28 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 36,779 square feet, more or less.

---

**B006-10-03**

APN's: 519-1005-028-03, 519-1743-006 & 519-1743-008

**REAL PROPERTY** situated in the City of Fremont, County of Alameda, State of California, being a portion of Parcel 25, as described in the Grant Deed, recorded December 11, 2002, as Document No. 2002-578558, Alameda County Official Records, together with a portion of Parcel 26, as described in the Grant Deed, recorded December 11, 2002, as Document No. 2002-578559, Alameda County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of Parcel 1 as shown on Parcel Map 8108, filed for record on June 5, 2003, in Book 270 of Parcel Maps, at Page 75, Alameda County Records, lying on the easterly line of said Parcel 25;

Thence along said easterly line, North 20°26'05" West, 61.25 feet.

Thence South 69°33'35" West, 25.00 feet to the **TRUE POINT OF BEGINNING**, lying on a line parallel with and 25.00 feet westerly of said easterly line;

Thence along said parallel line, South 20°26'05" East, 127.17 feet;

Thence North 69°33'55" East, 12.38 feet;

Thence South 20°19'36" East, 1035.95 feet;

Thence South 69°37'00" West, 39.14 feet to a line parallel with and 7.00 feet easterly of the westerly line of said Parcel 25 and its northwesterly extension;

Thence along said parallel line, North 20°23'00" West, 1,163.11 feet;

Thence North 69°37'00" East, 27.67 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 44,602 square feet, more or less.

---

**B006-10-04**

APN's: 519-1010-030 & 519-1743-006

**REAL PROPERTY** situated in the City of Fremont, County of Alameda, State of California, being a portion of Parcels 27, 28 and 29, as described in the Grant Deed, recorded December 11, 2002, as Document No. 2002-578558, Alameda County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of Lot 7, as shown on the Amended map of Tract 4394, filed for record on May 11, 1982, in Book 132 of Maps, at Page 72, Alameda County Official Records, lying on the easterly line of said Parcel 27;

Thence along said easterly line, South 21°23'00" East, 43.93 feet;

Thence South 68°37'00" West, 13.83 feet to the **TRUE POINT OF BEGINNING**;

Thence South 21°08'55" East, 605.46 feet;

Thence South 21°28'51" East, 2085.29 feet;

Thence South 68°37'00" West, 24.24 feet to a line parallel with and 23.00 feet easterly of the westerly lines of said Parcels 29, 28 and 27;

Thence along said parallel line, North 21°23'00" West, 2690.75 feet;

Thence North 68°37'00" East, 23.17 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 60,121 square feet, more or less.

---

**B006-10-05**

APN 022-31-017

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 5, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most southerly corner of that certain parcel of land described in the Grant Deed, recorded June 25, 2014, as Document No. 22629645, Santa Clara County Official Records, lying on the easterly line of said Parcel 5;

Thence along said easterly line, South 21°22'40" East, 99.03 feet;

Thence South 68°37'20" West, 53.00 feet to the **TRUE POINT OF BEGINNING**, lying on a line parallel with and 53.00 feet westerly of said easterly line;

Thence along said parallel line, South 21°22'40" East, 699.57 feet;

Thence South 68°37'20" West, 8.50 feet to a line parallel with and 18.50 feet easterly of the westerly line of said Parcel 5;

Thence along said parallel line, North 21°22'40" West, 699.57 feet;

Thence North 68°37'20" East, 8.50 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 5,946 square feet, more or less.

---

**B006-10-06**

APN's: 022-31-017 & 028-23-019

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being portions of Parcels 5 & 6, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, together with a portion of Parcel B2603-01, as described in the Final Order of Condemnation, recorded September 23, 2009, as Document No. 20441069, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at an angle point in the general easterly line of said Parcel 5, being the northerly terminus of the course "North 09°02'42" West, 381.67 feet", as shown on the map entitled "RECORD OF SURVEY VTA-BART EXTENSION", filed for record on December 7, 2007, in Book 821 of Maps, at Page 1, Santa Clara Official Records, being the beginning of a non-tangent curve to the right;

Thence northerly along said easterly line and along said non-tangent curve, having a radius of 11418.58 feet, the radial bearing of which bears South 67°41'15" West, through a central angle of 0°21'47" for an arc length of 72.33 feet;

Thence South 68°03'02" West, 24.95 feet to the **TRUE POINT OF BEGINNING**;

Thence South 21°58'49" East, 648.84 feet;

Thence South 68°01'11" West, 33.00 feet;

Thence North 21°58'49" West, 648.84 feet;

Thence North 68°01'11" East, 33.00 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 21,412 square feet, more or less.

---

**B006-10-07**  
**APN 086-26-037**

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being portions of Parcels 10, 11 and 12, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most northerly corner of said Parcel 11;

Thence along the northerly line of said Parcel 11, South 75°29'16" West, 53.81 feet to the **TRUE POINT OF BEGINNING**, lying on a line parallel with and 63.50 feet easterly of the westerly line of said Parcel 11;

Thence along said parallel line and along a line parallel with and 63.50 feet easterly of the westerly line of said Parcel 12, South 23°00'44" East, 784.30 feet;

Thence South 66°59'16" West, 47.00 feet to a line parallel with and 16.50 feet westerly of the easterly lines of said Parcels 12, 11 and 10;

Thence along said parallel line, North 23°00'44" West, 1191.73 feet;

Thence North 66°59'16" East, 47.00 feet to a line parallel with and 63.50 feet westerly of the easterly line of said Parcel 10;

Thence along said parallel line, South 23°00'44" East, 407.43 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 56,011 square feet, more or less.

---

**B2252-01-11**

APN 092-08-083

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of the parcel of land as described in the Grant Deed, recorded November 9, 2011, as Document No. 21410851, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most southerly corner of said parcel of land, lying on the easterly line of Parcel 15, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records;

Thence along said easterly line, North 23°01'16" West, 54.16 feet;

Thence North 66°58'44" East, 134.74 feet to the **TRUE POINT OF BEGINNING**;

Thence North 23°01'00" West, 100.60 feet;

Thence South 66°59'00" West, 9.25 feet;

Thence North 23°01'00" West, 31.17 feet;

Thence North 66°59'00" East, 9.25 feet;

Thence North 23°01'00" West, 120.67 feet;

Thence North 66°59'00" East, 15.17 feet;

Thence North 23°01'00" West, 13.17 feet;

Thence North 66°59'00" East, 214.17 feet;

Thence South 23°01'00" East, 12.08 feet;

Thence North 66°59'00" East, 20.67 feet;

Thence South 23°01'00" East, 253.75 feet;

Thence South 66°59'00" West, 19.92 feet;

Thence South 23°01'00" East, 13.17 feet;

Thence South 66°59'00" West, 210.17 feet;

Thence North 23°01'00" West, 13.40 feet;

Thence South 66°59'00" West, 19.92 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 69,059 square feet, more or less.

---

**B006-10-09A**

APN's: 092-07-007, 092-08-002 & 092-08-083

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 15, as shown on that certain map entitled "RECORD OF SURVEY VTA-BART EXTENSION", filed for record on December 7, 2007, in Book 821 of Maps, at Page 1, Santa Clara County Records; a portion of the parcel of land as described in the Grant Deed, recorded November 9, 2011, as

Document No. 21410851, Santa Clara County Official Records; and a portion of Parcel B2253-1 as described in the Final Order of Condemnation, recorded August 18, 2016, as Document No. 23403384, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most northerly corner of said Parcel 15;

Thence along the easterly line of said Parcel 15, South 23°01'16" East, 64.90 feet to the **TRUE POINT OF BEGINNING**;

Thence North 67°37'09" East, 12.87 feet;

Thence South 22°22'51" East, 35.63 feet;

Thence South 67°37'09" West, 6.21 feet;

Thence South 22°22'51" East, 20.92 feet;

Thence North 67°37'09" East, 4.89 feet;

Thence South 22°22'51" East, 35.15 feet;

Thence North 67°37'09" East, 5.94 feet;

Thence South 22°22'51" East, 30.29 feet;

Thence South 76°00'50" East, 12.48 feet;

Thence South 22°22'51" East, 136.85 feet;

Thence South 67°37'09" West, 5.02 feet;

Thence South 22°22'51" East, 50.52 feet;

Thence North 67°37'09" East, 7.00 feet;

Thence South 22°22'51" East, 24.40 feet;

Thence South 67°37'09" West, 6.08 feet;

Thence South 22°22'51" East, 30.42 feet;

Thence North 67°37'09" East, 6.75 feet;

Thence South 22°22'51" East, 81.42 feet;

Thence South 29°14'57" West, 23.42 feet;

Thence South 22°22'51" East, 68.34 feet to the general southerly line of said Parcel B2253-1, being the beginning of a non-tangent curve to the right;

Thence northwesterly along said general southerly line and along said non-tangent curve, having a radius of 449.07 feet, the radial line of which bears South 49°04'30" West, through a central angle of 2°07'25" West for an arc length of 16.64 feet;

Thence North 22°22'51" West, 54.88 feet;

Thence North 29°14'57" East, 23.42 feet;

Thence North 22°22'51" West, 74.00 feet;

Thence South 67°37'09" West, 6.75 feet;

Thence North 22°22'51" West, 40.42 feet;

Thence North 67°37'09" East, 6.08 feet;

Thence North 22°22'51" West, 14.40 feet;

Thence South 67°37'09" West, 7.00 feet;

Thence North 22°22'51" West, 60.52 feet;

Thence North 67°37'09" East, 5.02 feet;

Thence North 22°22'51" West, 129.32 feet;

Thence North 76°00'50" West, 12.48 feet;

Thence North 22°22'51" West, 27.81 feet;



Thence South 67°37'09" West, 5.94 feet;

Thence North 22°22'51" West, 35.15 feet;

Thence South 67°37'09" West, 4.89 feet;

Thence North 22°22'51" West, 30.92 feet;

Thence North 67°37'09" East, 6.21 feet;

Thence North 22°22'51" West, 25.63 feet;

Thence South 67°37'09" West, 19.74 feet;

Thence North 22°22'51" West, 10.77 feet;

Thence North 67°37'09" East, 5.00 feet;

Thence South 22°22'51" East, 5.77 feet;

Thence North 67°37'09" East, 6.87 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 3,047 square feet, more or less.

---

**B006-10-08**

APN's: 092-07-007 & 092-07-010

**REAL PROPERTY** situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 15, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, together with a portion of Parcel 2251-1, as described in the Final Order of Condemnation, recorded November 12, 2014, as Document No. 22766260, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most northerly corner of said Parcel 2251-1, lying on the westerly line of said Parcel 15;

Thence along said westerly line, South 23°01'16" East, 176.11 feet;

Thence South 66°58'44" West, 10.49 feet to the **TRUE POINT OF BEGINNING**;

Thence South 22°59'47" East, 128.35 feet;

Thence North 66°17'15" East, 5.79 feet;

Thence South 23°01'12" East, 60.48 feet;

Thence South 63°37'40" West, 5.80 feet;

Thence South 22°54'41" East, 14.53 feet;

Thence North 68°59'02" East, 5.65 feet;

Thence South 22°57'01" East, 40.84 feet;

Thence South 63°37'09" West, 5.92 feet;

Thence South 23°27'45" East, 73.38 feet;

Thence South 75°50'19" East, 27.12 feet;

Thence South 22°51'14" East, 244.54 feet;

Thence South 67°37'09" West, 6.05 feet;

Thence South 22°22'51" East, 33.50 feet;

Thence North 67°37'09" East, 7.13 feet;

Thence South 22°22'51" East, 12.92 feet;

Thence South 67°37'09" West, 5.00 feet;

Thence North 22°22'51" West, 7.92 feet;

Thence South 67°37'09" West, 7.13 feet;

Thence North 22°22'51" West, 43.50 feet;

Thence North 67°37'09" East, 6.01 feet;

Thence North 22°51'14" West, 237.01 feet;

Thence North 75°50'19" West, 27.09 feet;

Thence North 23°27'45" West, 80.93 feet;

Thence North 67°37'09" East, 5.97 feet;

Thence North 22°57'01" West, 30.95 feet;

Thence South 68°59'02" West, 5.66 feet;

Thence North 22°54'41" West, 24.08 feet;

Thence North 63°37'40" East, 5.79 feet;

Thence North 23°01'12" West, 50.70 feet;

Thence South 66°17'15" West, 5.79 feet;

Thence North 22°59'47" West, 133.41 feet;

Thence North 67°00'13" East, 5.00 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 3,360 square feet, more or less.

---

**B006-10-10**

APN's: 244-13-001 & 244-15-006

**REAL PROPERTY** situated in the City of San Jose, County of Santa Clara, State of California, being portions of Parcels 21, 22, 23, 24 and 25, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most southerly corner of Parcel 20, as shown on that certain map entitled "RECORD OF SURVEY VTA-BART EXTENSION", filed for record on December 7, 2007, in Book 821 of Maps, at Page 1, Santa Clara County Records, being the beginning of a non-tangent to the right;

Thence southerly along the easterly line of said Parcel 21 and along said non-tangent curve, having a radius of 5759.35 feet, the radial bearing of which bears North 69°06'27" East, through a central angle of 1°41'03" for an arc length of 169.28 feet;

Thence South 70°47'29" West, 24.50 feet to the **TRUE POINT OF BEGINNING**, lying on a curve concentric with and 24.50 feet westerly of the easterly line of said Parcel 21;

Thence southerly along said concentric curve, having a radius of 5734.85 feet, the radial bearing of which bears North 70°47'29" East, through a central angle of 5°11'33" for an arc length of 519.72 feet;

Thence South 14°00'58" East, 2602.87 feet;

Thence South 75°59'02" West, 35.75 feet to the westerly line of said Parcel 25;

Thence along said westerly line and the westerly lines of said Parcels 24, 23, 22 and 21, the following five (5) courses:

1. North 14°00'28" West, 1116.57 feet;
2. North 14°00'32" West, 479.38 feet;
3. North 14°00'50" West, 774.24 feet;
4. North 14°00'58" West, 232.68 feet to the beginning of a tangent curve to the left;
5. Along said tangent curve, having a radius of 5699.35 feet, through a central angle of 5°11'33" for an arc length of 516.50 feet;

Thence North 70°47'29" East, 35.50 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 111,023 square feet, more or less.

**REAL PROPERTY** situated in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel 35, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most southerly corner of Parcel 34, as described in said Grant Deed, lying on the westerly line of said Parcel 35;

Thence along said westerly line, South 14°02'15" East, 219.62 feet to the **TRUE POINT OF BEGINNING**;

Thence North 75°57'45" East, 41.50 feet to a line parallel with and 41.50 feet easterly of said westerly line;

Thence along said parallel line, South 14°02'15" East, 139.00 feet;

Thence South 75°57'45" West, 41.50 feet to said westerly line;

Thence along said westerly line, North 14°02'15" West, 139.00 feet to the **POINT OF BEGINNING**.

Containing an area of 5,768 square feet, more or less.

---

**B006-10-12**  
**APN 254-01-034**

**REAL PROPERTY** situated in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel 49, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of Parcel A as shown on that certain Parcel Map, filed for record on September 16, 1970, in Book 273 of Maps, at Page 16, Santa Clara County Records, lying on the easterly line of said Parcel 49;

Thence along said easterly line, South 14°02'51" East, 18.34 feet;

Thence South 75°57'09" West, 9.50 feet to the **TRUE POINT OF BEGINNING**, lying on a line parallel with and 9.50 feet westerly of said easterly line;

Thence along said parallel line, South 14°02'51" East, 99.18 feet;

Thence South 75°57'09" West, 43.50 feet to a line parallel with and 53.00 feet westerly of said easterly line;

Thence along said parallel line, North 14°02'51" West, 82.18 feet;

Thence North 54°36'09" East, 46.71 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 3,945 square feet, more or less.

---

**B006-10-13**  
**APN 254-01-034**

**REAL PROPERTY** situated in the City of San Jose, County of Santa Clara, State of California, being a portion of Parcel 49, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records, more particularly described as follows:

**COMMENCING** at the most westerly corner of Parcel B3010-01, as described in the Final Order of Condemnation, recorded July 29, 2016, as Document No. 23385099, Santa Clara County Official Records, lying on the easterly line of said Parcel 49;

Thence along said easterly line, South 14°02'51" East, 2.75 feet;

Thence South 75°57'09" West, 2.50 feet to the **TRUE POINT OF BEGINNING**;

Thence South 75°57'09" West, 49.50 feet to a line parallel with and 52.00 feet westerly of said easterly line;

Thence along said parallel line, North 14°02'51" West, 330.92 feet;

Thence North 75°57'09" East, 49.50 feet to a line parallel with and 2.50 feet westerly of said easterly line;

Thence along said parallel line, South 14°02'51" East, 330.92 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 16,381 square feet, more or less.

---

Plat Exhibit "A-2" attached and by this reference made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

11-27-2019  
Date

Julia MacRory  
Julia MacRory, LS 7871  
Survey and Mapping Manager



PARCEL NO.	ASSESSOR'S PARCEL NUMBER(S)	AREA (SQFT.)	SHEET NO.
B006-10-01	519-0850-052-02 & 519-0950-011-01	70,633	4-7
B006-10-02	519-1005-028-03	36,779	8-10
B006-10-03	519-1005-028-03, 519-1743-006 & 519-1743-008	44,602	11-13
B006-10-04	519-1010-030 & 519-1743-006	60,121	14-19
B006-10-05	022-31-017	5,946	20-21
B006-10-06	022-31-017 & 028-23-019	21,412	22-23
B006-10-07	086-26-037	56,011	24-26
B2252-01-11	092-08-083	69,059	27
B006-10-09A	092-07-007, 092-08-002 & 092-08-083	3,047	28-30
B006-10-08	092-07-007 & 092-07-010	3,360	31-33
B006-10-10	244-13-001 & 244-15-006	111,023	34-40
B006-10-11	245-48-006	5,768	41
B006-10-12	254-01-034	3,945	42
B006-10-13	254-01-034	16,381	43

*Julia MacRory*  
11.27.2019



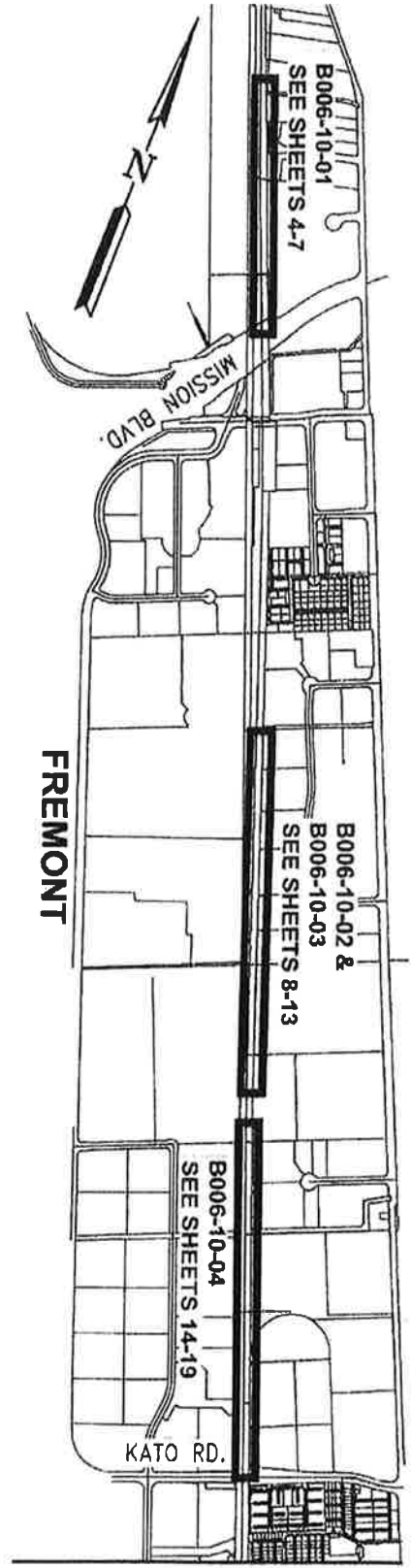
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**EXHIBIT "A-2"**  
 CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA  
 CITIES OF MILPITAS AND SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3391 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH. 408-321-5886  
 FAX 408-321-5890

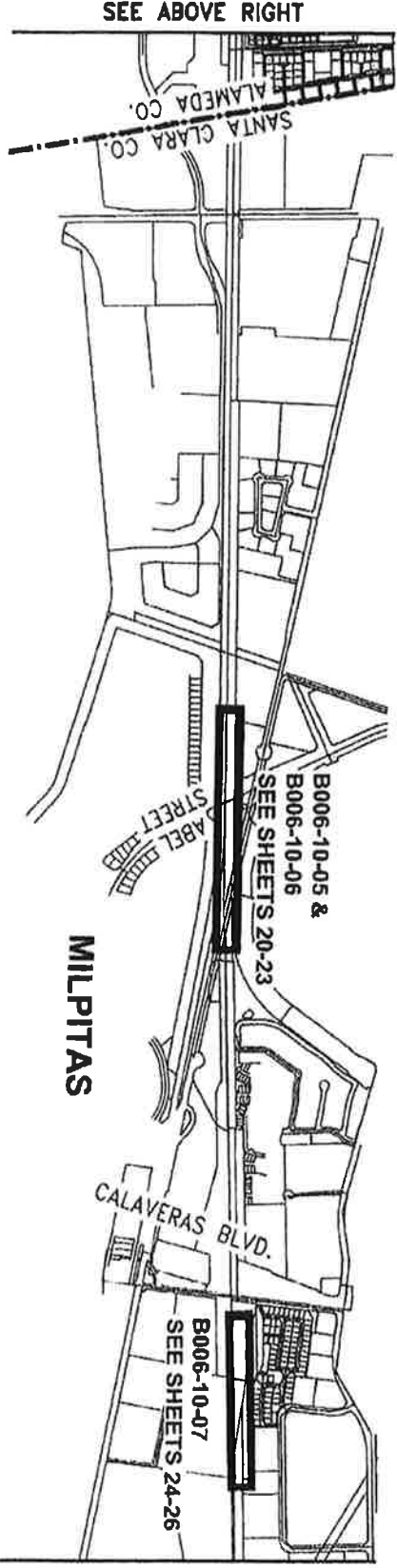
SCALE: NTS  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MACRORY  
 SHEET: 1 OF 43





**FREMONT**

SEE BELOW LEFT



**MILPITAS**

SEE SHEET 3 OF 43 TOP LEFT

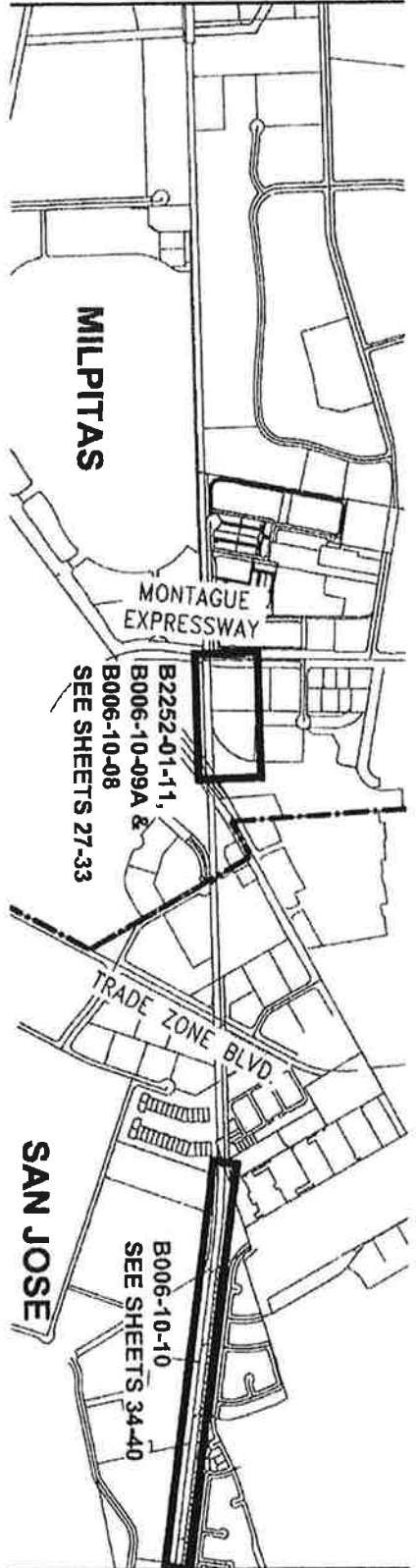
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**INDEX SHEET (I)**  
 CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA  
 CITIES OF MILPITAS AND SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



SCALE: NTS  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MACRORY  
 SHEET: 2 OF 43

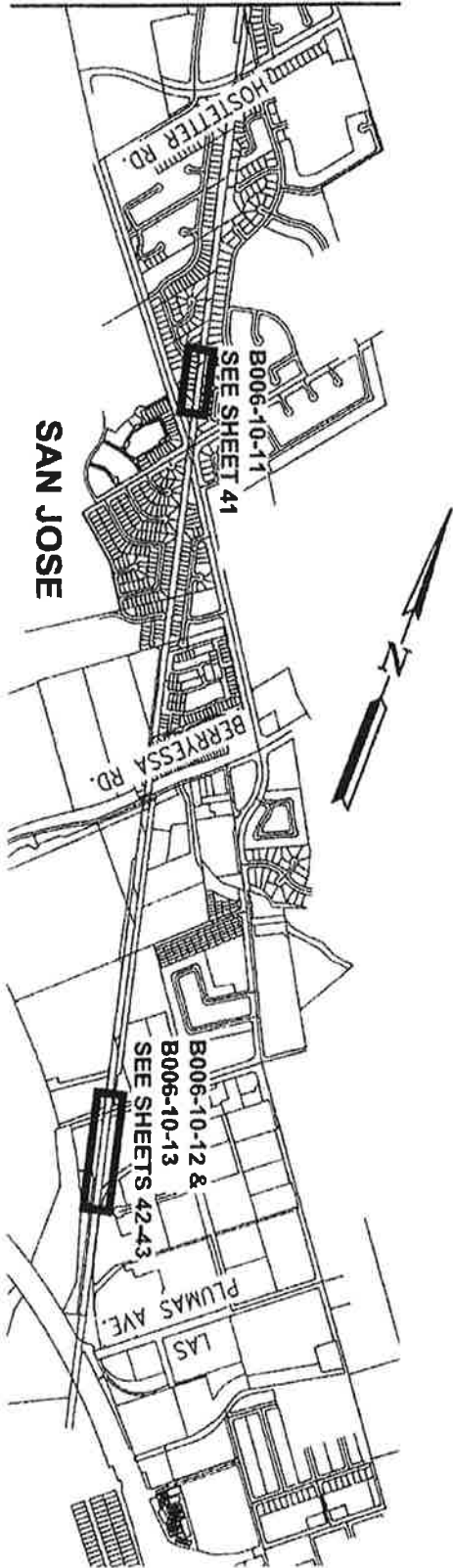
3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-324-5885  
 FAX: 408-324-9990

SEE SHEET 2 OF 43 BELOW RIGHT



SEE BELOW LEFT

SEE ABOVE RIGHT



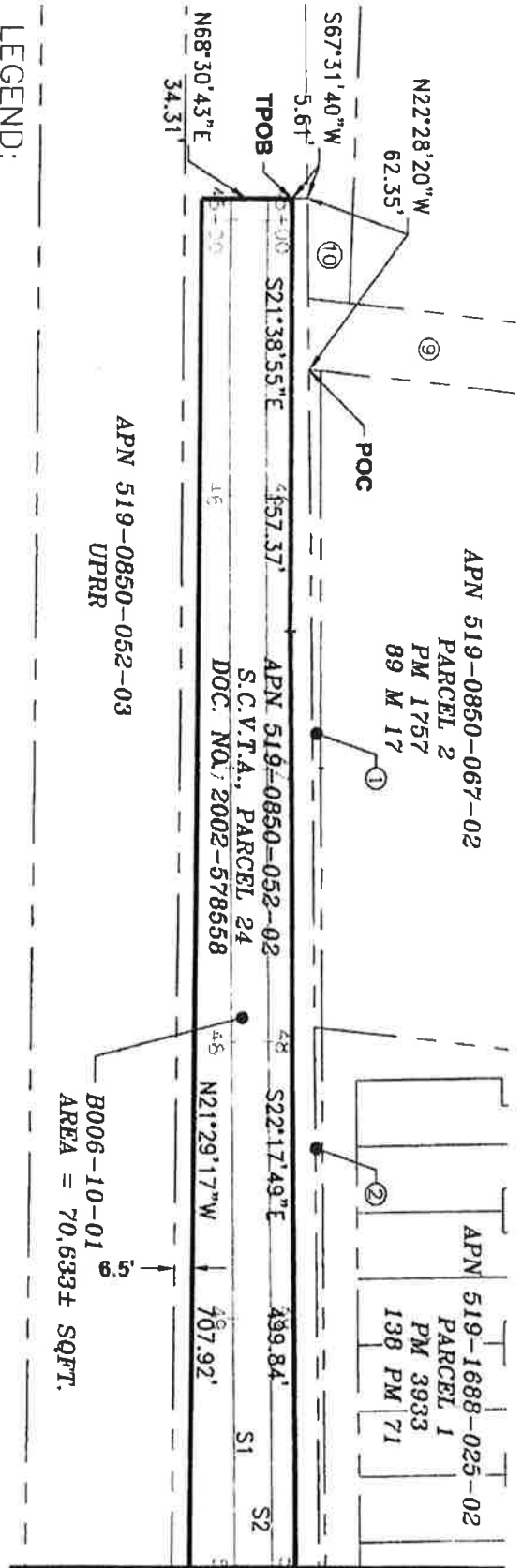
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
INDEX SHEET (II)

CITY OF FREMONT, COUNTY OF ALAMEDA, STATE OF CALIFORNIA  
CITIES OF MILPITAS AND SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95134-1905  
PH: 408-321-5985  
FAX: 408-321-5990

SCALE: NTS	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 3 OF 43
DATE: 11/21/19			



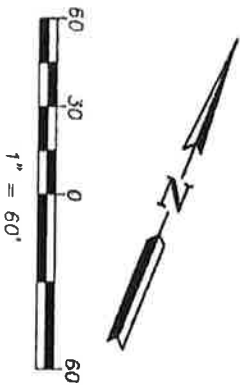
MATCHLINE - SEE SHEET 5 OF 43

**LEGEND:**

- IM = IMAGE
- M = MAPS
- PM = PARCEL MAPS
- POC = POINT OF COMMENCEMENT
- RE = REEL
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SOFT = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING

**NOTES:**

- ① INDICATES APN 519-0850-067-01, S.C.V.T.A., DOC. NO. 2014-282372.
- ② INDICATES APN 519-1688-025-01, S.C.V.T.A., DOC. NO. 2014-267050.
- ③ INDICATES APN 519-0850-053, ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RE:1833 IM:526.
- ⑩ INDICATES APN 519-0850-062-03, BART, DOC. NO. 2009-356859.



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

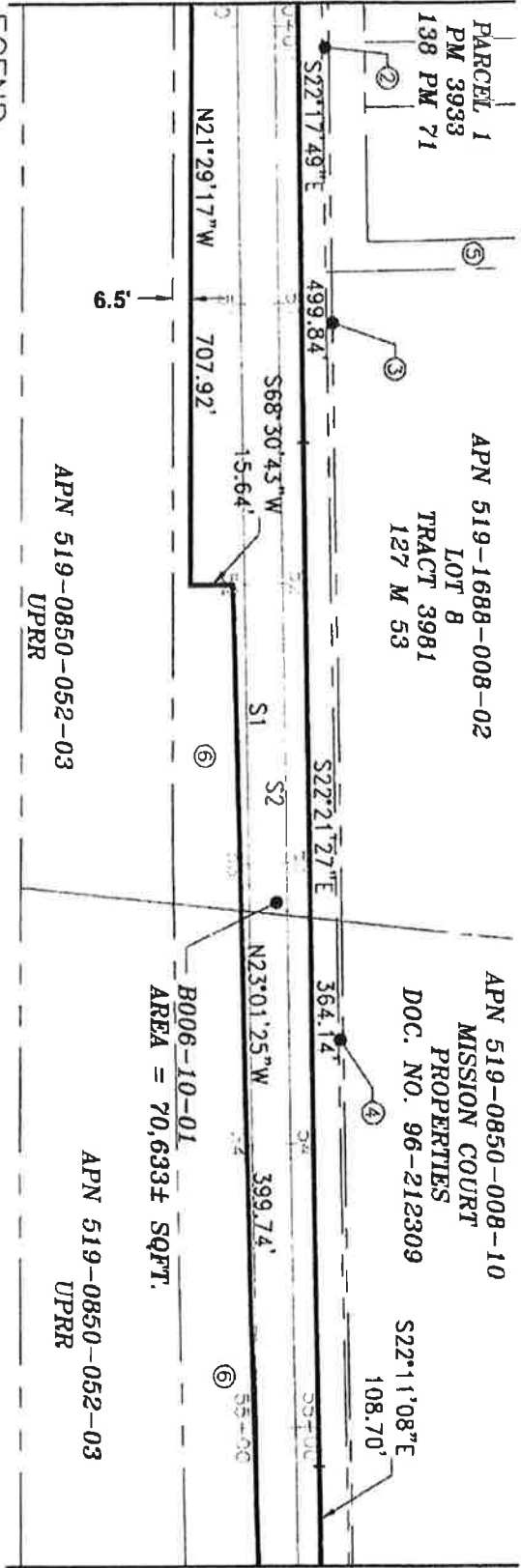
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-01**  
 APN'S 519-0850-052-02 & 519-0950-011-01  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



3331 N. FIRST ST., SUITE A  
 SAN JOSE, CA 95134-1965  
 PH: 408-321-5885  
 FAX: 408-321-5890

SCALE: 1" = 60'	Drawn By: H. BRASALI	Checked By: J. MACGRORY	SHEET: 4 OF 43
DATE: 11/21/19			

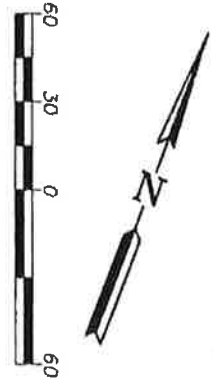
MATCHLINE - SEE SHEET 4 OF 43



MATCHLINE - SEE SHEET 6 OF 43

**LEGEND:**  
 PM = PARCEL MAPS  
 S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

- NOTES:**
- ② INDICATES APN 519-1688-025-01, S.C.V.T.A., DOC. NO. 2014-267050.
  - ③ INDICATES APN 519-1688-008-01, S.C.V.T.A., DOC. NO. 2014-248393.
  - ④ INDICATES APN 519-0850-008-09, S.C.V.T.A., DOC. NO. 2015-082352.
  - ⑤ INDICATES APN 519-1688-025-02, PARCEL 1, PM 3933, 138 PM 71.
  - ⑥ INDICATES APN 519-0850-052-02, S.C.V.T.A., PARCEL 24, DOC. NO. 2002-578558..



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

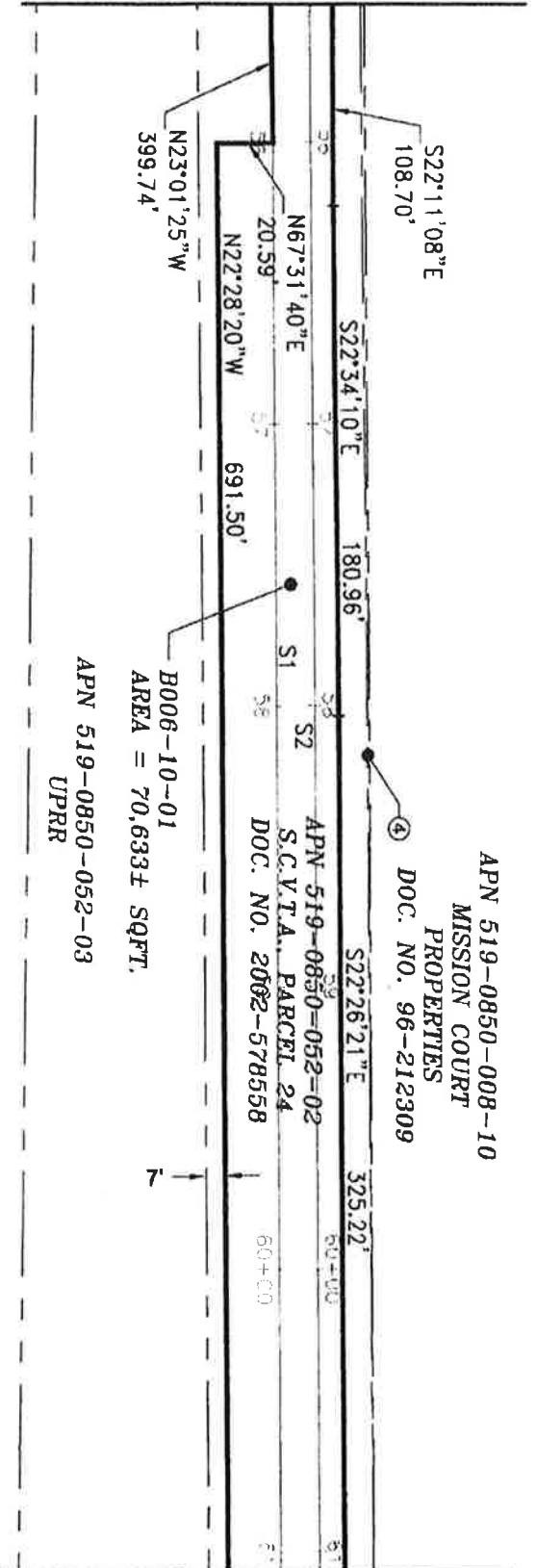
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-01**  
 APN'S 519-0850-052-02 & 519-0950-011-01  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



3331 N FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-6096  
 PH: 408-271-5886  
 FAX: 408-271-5890

SCALE: 1" = 60'	Drawn By: H. BRASALI	Checked By: J. MCCROORY	SHEET: 5 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 5 OF 43



MATCHLINE - SEE SHEET 7 OF 43

**LEGEND:**

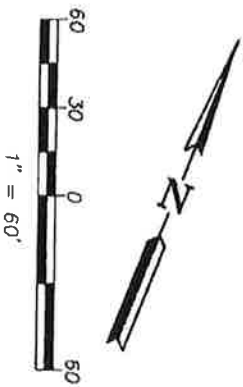
S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

**NOTE:**

- ④ INDICATES APN 519-0850-008-09, S.C.V.T.A., DOC. NO. 2015-082352.

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

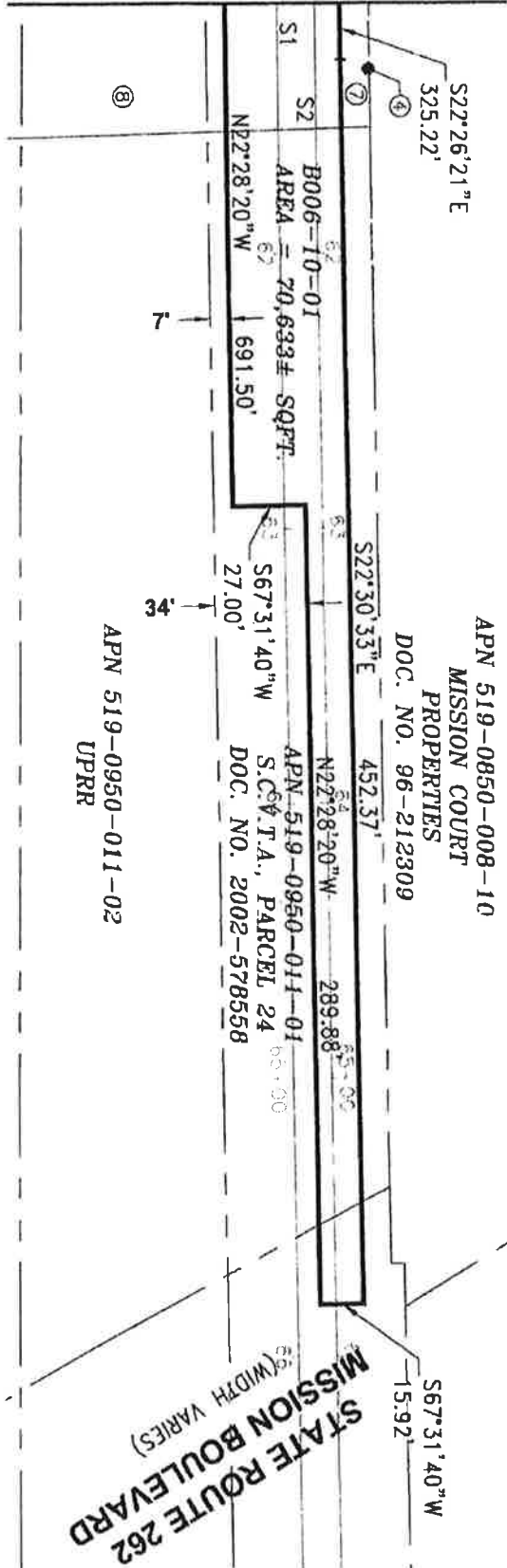
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B006-10-01  
 APN'S 519-0850-052-02 & 519-0950-011-01  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



3311 N FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1966  
 PH. 408-321-5886  
 FAX 408-321-5880

SCALE: 1" = 60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 6 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 6 OF 43



**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

**NOTES:**

- ④ INDICATES APN 519-0850-008-09, S.C.V.T.A., DOC. NO. 2015-082352.
- ⑦ INDICATES APN 519-0850-052-02, S.C.V.T.A., PARCEL 24, DOC. NO. 2002-578558
- ⑧ INDICATES APN 519-0850-052-03, UPRR.

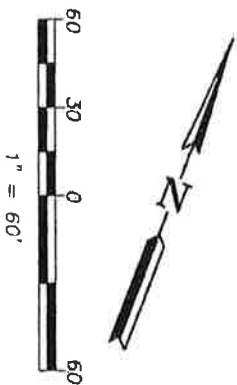
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-01**  
 APN'S 519-0850-052-02 & 519-0950-011-01  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

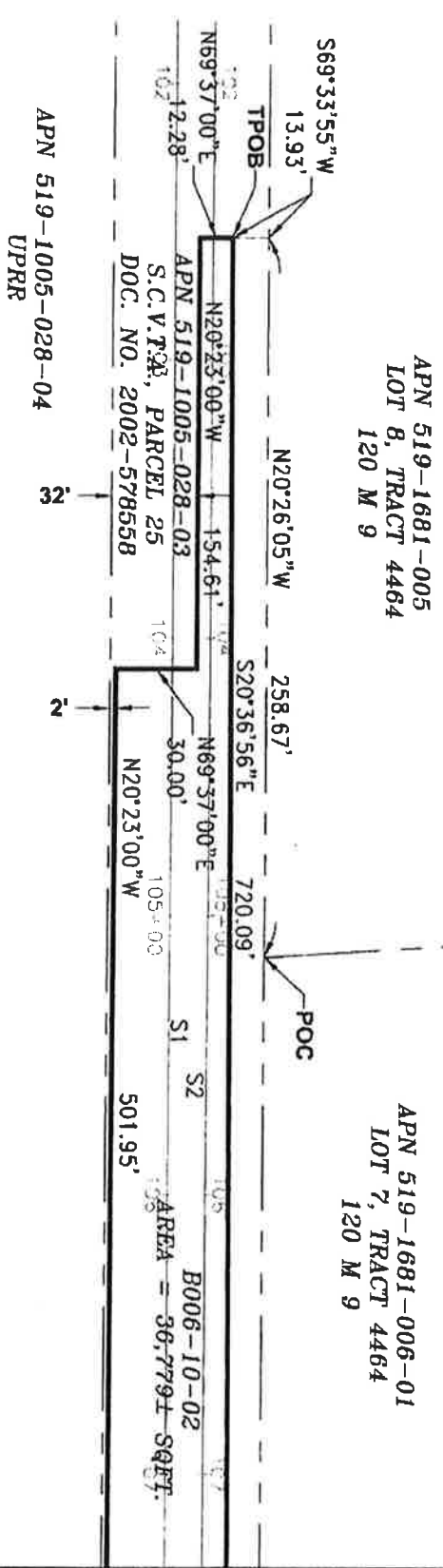


3391 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH. 408-321-5896  
 FAX 408-321-5990

SCALE: 1"=60'  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MACRORY  
 SHEET: 7 OF 43



**WESTINGHOUSE DRIVE**



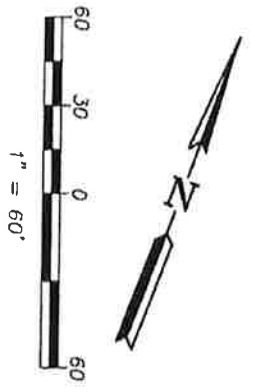
**LEGEND:**

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SOFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- UPRR = UNION PACIFIC RAILROAD
- = LENGTH OF LINE NOT TO SCALE

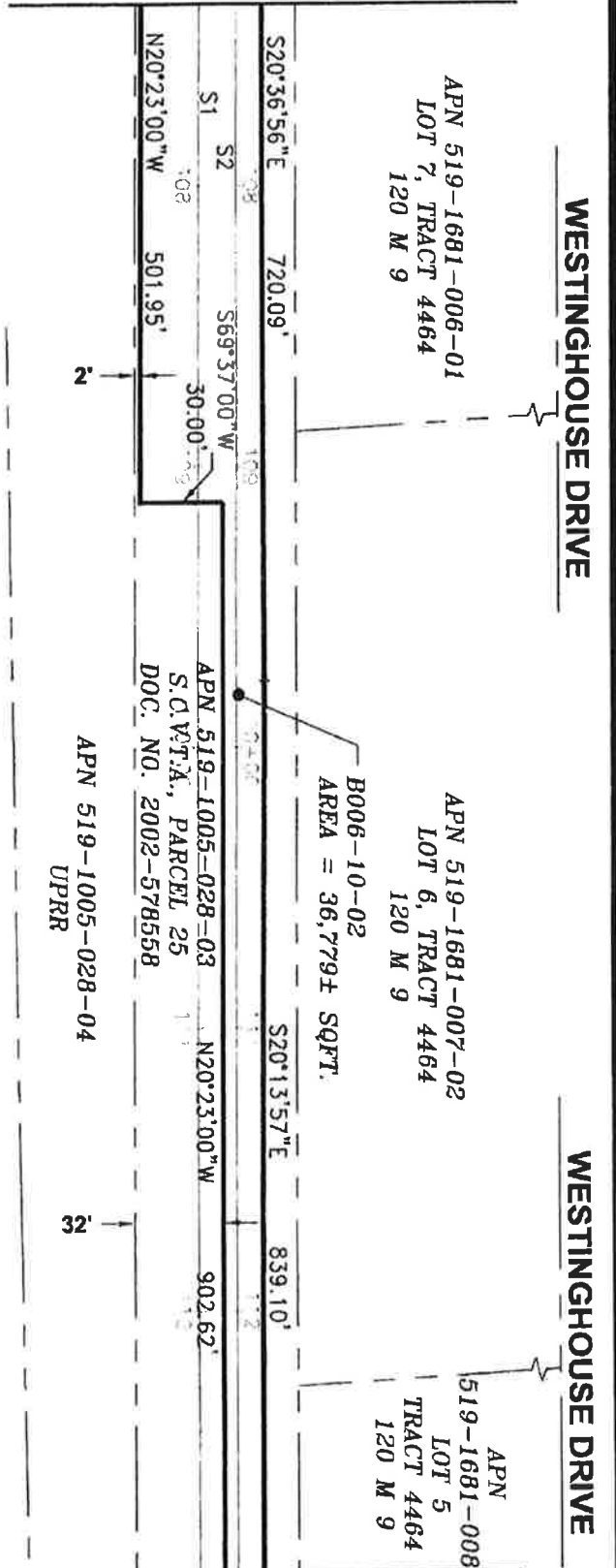
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B006-10-02  
 APN 519-1005-028-03  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

<p><b>Santa Clara Valley Transportation Authority</b></p> <p>3331 N. FIRST ST., BLDG. A                  SAN JOSE, CA 95134-1906                  PH. 408-321-5985                  FAX 408-321-5990</p>	SCALE: 1"=60' DATE: 11/21/19	Drawn By: H. BRASALI	Checked By: J. MACROBY	SHEET: 8 OF 43
	MATCHLINE - SEE SHEET 9 OF 43			



MATCHLINE - SEE SHEET 8 OF 43

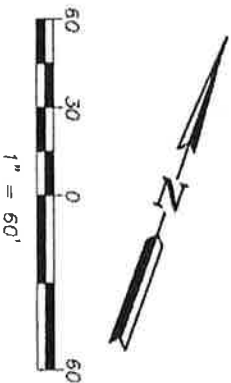


MATCHLINE - SEE SHEET 10 OF 43

**LEGEND:**

- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD
- = LENGTH OF LINE NOT TO SCALE

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-02**  
 APN 519-1005-028-03  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH. 408-921-5886  
 FAX 408-921-5890

SCALE: 1"=60'  
 DATE: 11/21/19

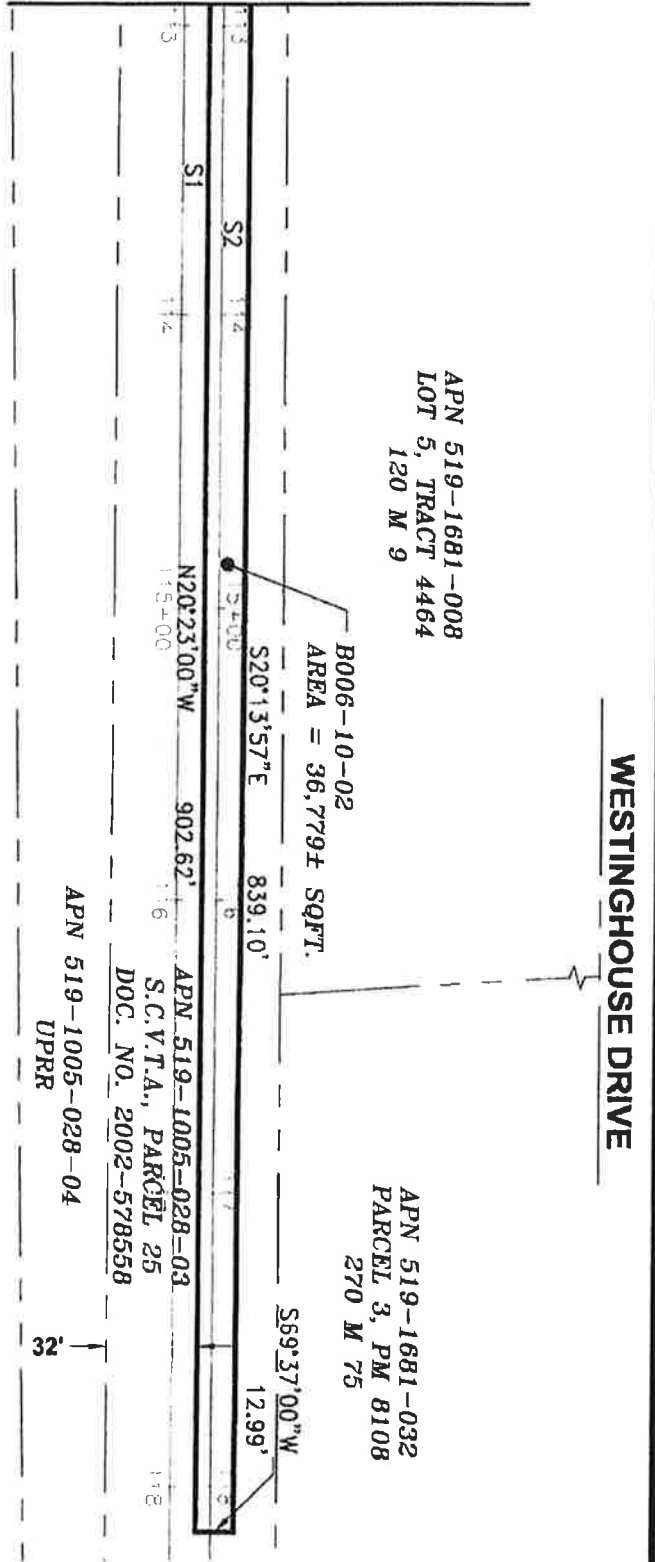
Drawn By:  
 H. BRASALI

Checked By:  
 J. MCCRORY

SHEET:  
 9 OF 43



**MATCHLINE - SEE SHEET 9 OF 43**



**LEGEND:**

- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD
- V— = LENGTH OF LINE NOT TO SCALE

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

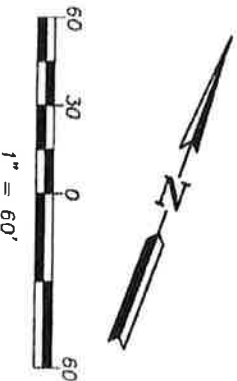
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-02**  
 APN 519-1005-028-03  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



SCALE: 1"=60'  
 DATE: 11/21/19

Drawn By:  
 H. BRASALI

Checked By: SHEET:  
 J. MACRORY 10 OF 43

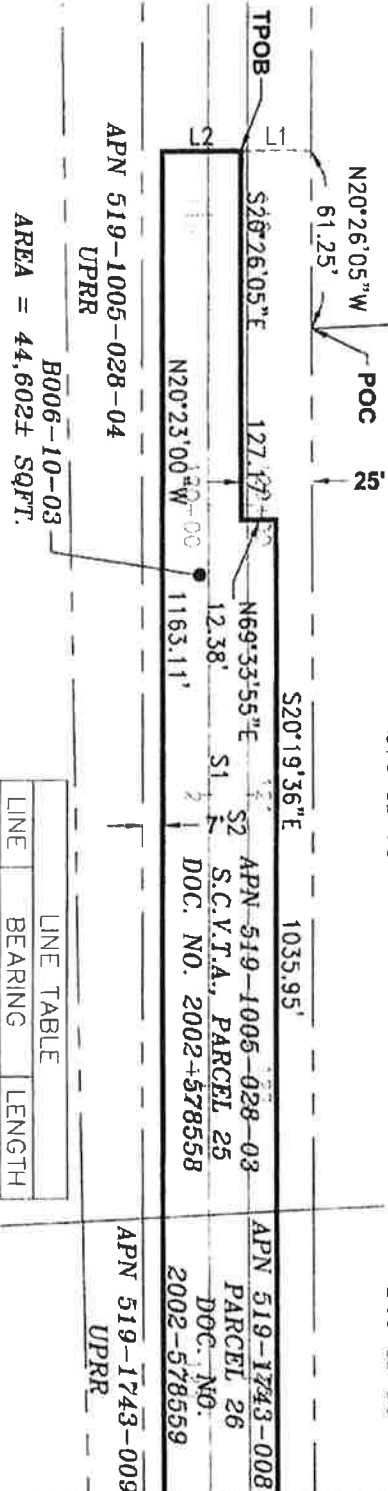


3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1986  
 PH. 408-321-5985  
 FAX 408-321-5980

APN 519-1681-032  
PARCEL 3, PM 8108,  
270 M 75

APN 519-1681-030  
PARCEL 1, PM 8108,  
270 M 75

APN 519-1743-010  
PARCEL 1, PM 3623,  
128 M 88



APN 519-1005-028-04  
UPRR  
B006-10-03  
AREA = 44,602± SQFT.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S69°33'55\"W	25.00'
L2	N69°37'00\"E	27.67'

**LEGEND:**

- PM = PARCEL MAP
- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- UPRR = UNION PACIFIC RAILROAD

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
B006-10-03  
CITY OF FREMONT,  
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

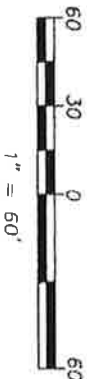
APN'S 519-1005-028-03, 519-1743-006 & 519-1743-008

MATCHLINE - SEE SHEET 12 OF 43



3371 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95194-1906  
PH: 408-321-5896  
FAX: 408-321-5890

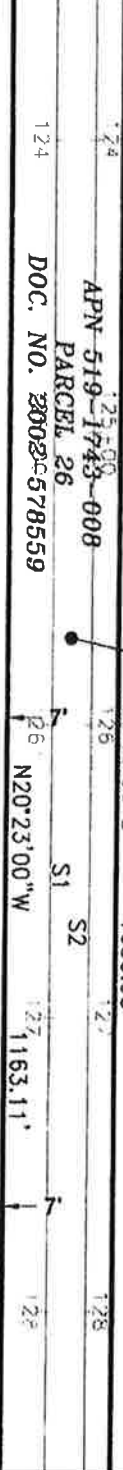
SCALE: 1"=60'  
DATE: 11/21/19  
Drawn By: H. BRASALI  
Checked By: J. MACKRORY  
SHEET: 11 OF 43



MATCHLINE - SEE SHEET 11 OF 43

APN 519-1743-010  
 PARCEL 1, PM 3623,  
 128 M 88

B006-10-03  
 AREA = 44,602± SQFT.  
 S20°19'36"E 1035.95'



MATCHLINE - SEE SHEET 13 OF 43

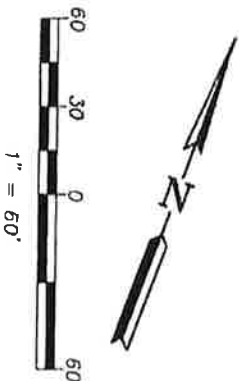
**LEGEND:**

- PM = PARCEL MAP
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

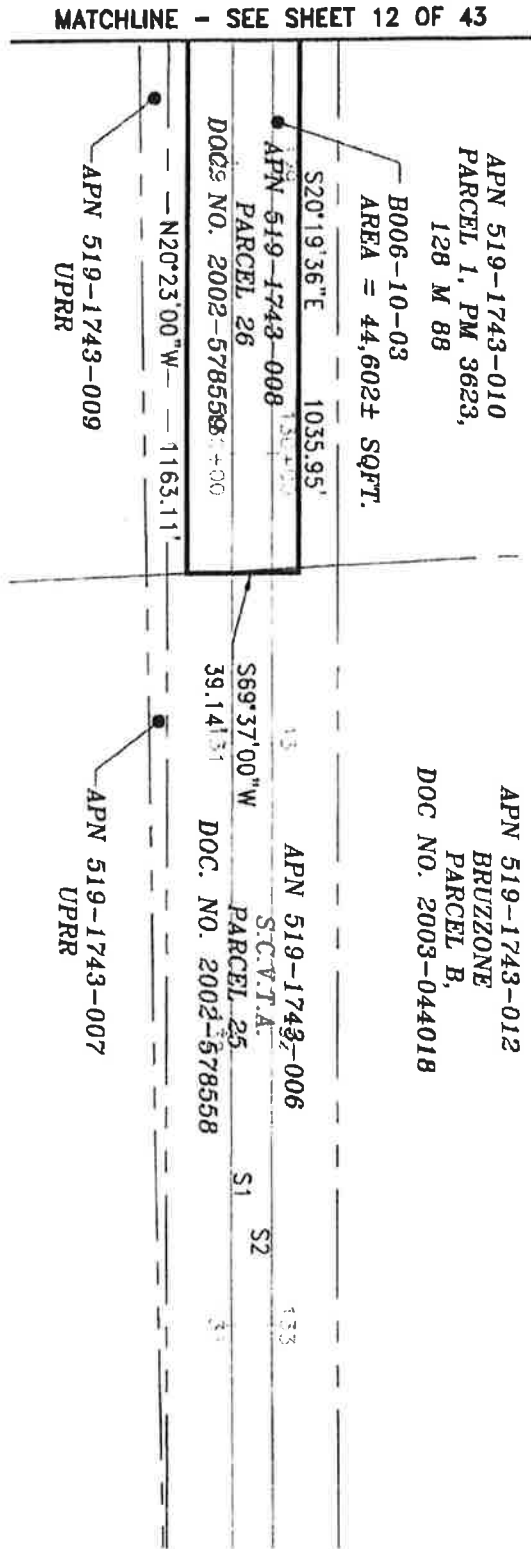
PLAT TO ACCOMPANY LEGAL DESCRIPTION

B006-10-03  
 APN'S 519-1005-028-03, 519-1743-006 & 519-1743-008  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



3831 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1916  
 PH: 408-321-5886  
 FAX: 408-321-5890

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 12 OF 43
DATE: 11/21/19			

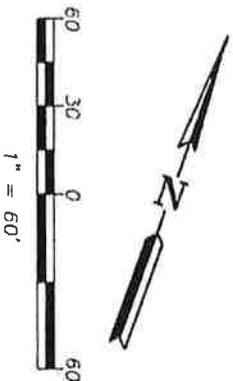


**LEGEND:**

- PM = PARCEL MAP
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

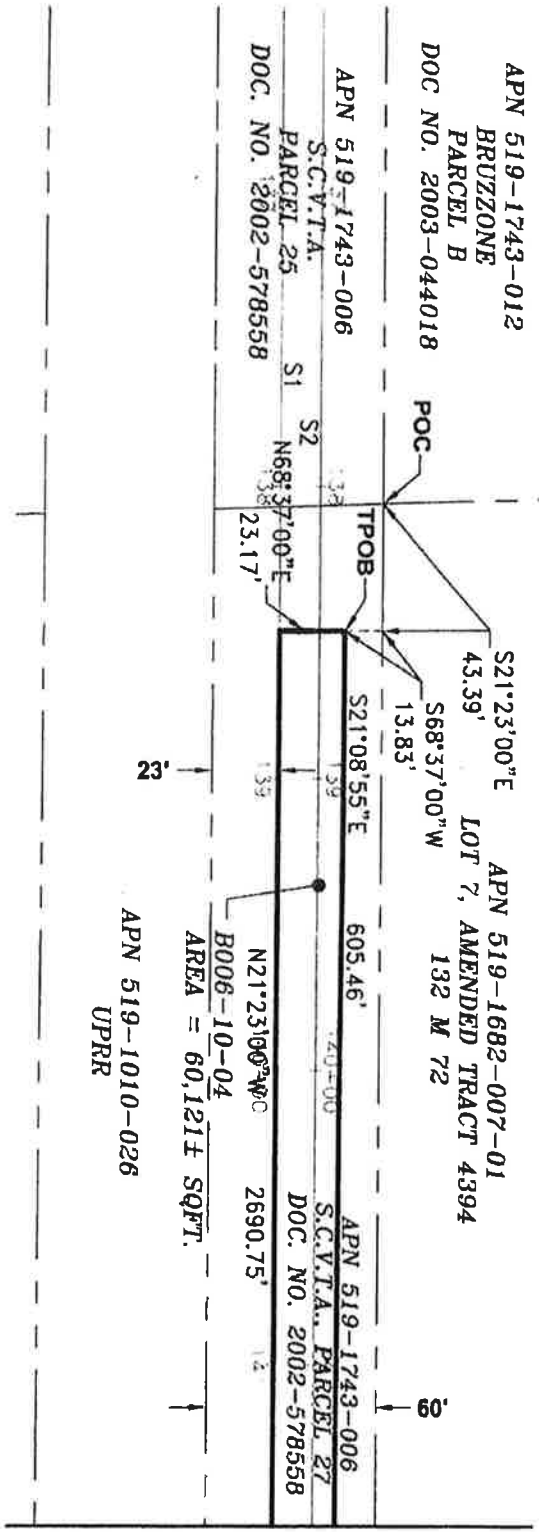
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-03**  
 APN'S 519-1005-028-03, 519-1743-006 & 519-1743-008  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



**CA** Santa Clara Valley  
 Transportation  
 Authority

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH. 408-321-5886  
 FAX 408-321-5890

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 13 OF 43
DATE: 11/21/19			



MATCHLINE - SEE SHEET 15 OF 43

**LEGEND:**

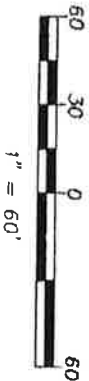
- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SOFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- UPRR = UNION PACIFIC RAILROAD

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B006-10-04  
 APN'S 519-1010-030 & 519-1743-006  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

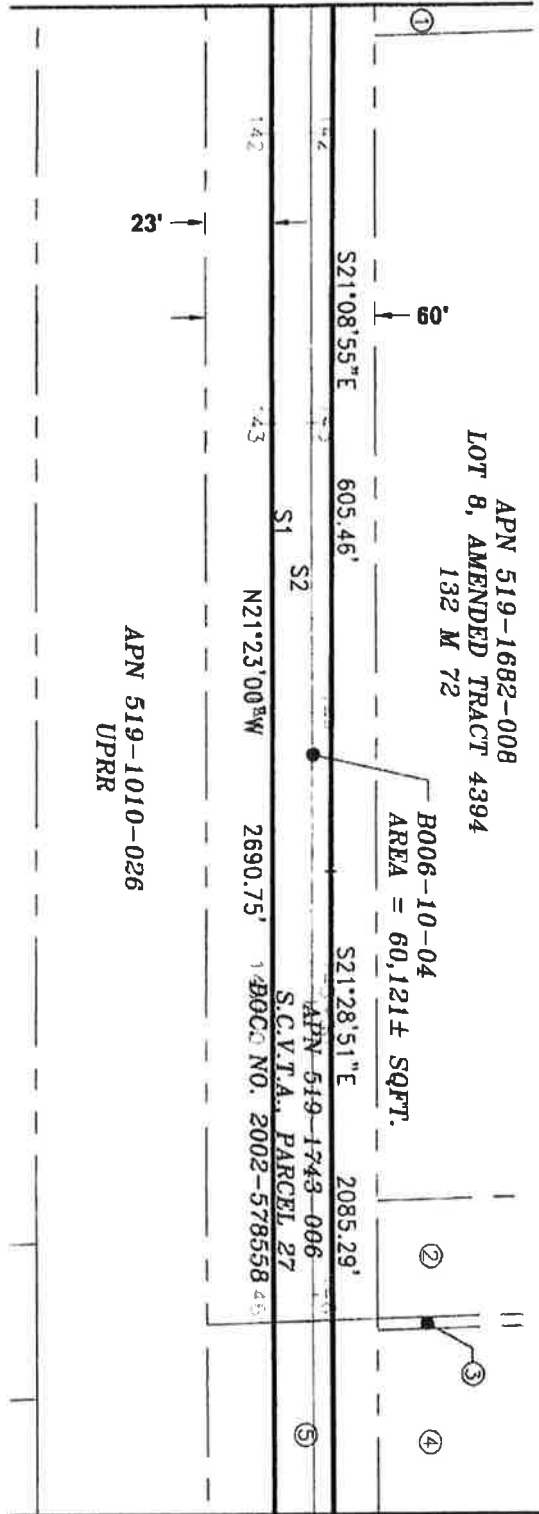


3091 N. FIRST ST., BUILD. A  
 SAN JOSE, CA 95134-1906  
 PH. 408-321-5886  
 FAX 408-321-5880



SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 14 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 14 OF 43



MATCHLINE - SEE SHEET 16 OF 43

**LEGEND:**

A.C.F.C. & W.C.D. = ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
 S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SOFT. = SQUARE FEET  
 UPRR = UNION PACIFIC RAILROAD

**NOTES:**

- ① INDICATES APN 519-1682-007-01, LOT 7, AMENDED TRACT 4394, 132 M 72.
- ② INDICATES APN 519-1682-014, A.C.F.C. & W.C.D.
- ③ INDICATES APN 519-1010-010-03, A.C.F.C. & W.C.D.
- ④ INDICATES APN 519-1010-134, PARCEL 1, PM 5632, 200 M 79.
- ⑤ INDICATES APN 519-1010-030, S.C.V.T.A., PARCEL 28, DOC. NO. 2002-578558.

PLAT TO ACCOMPANY LEGAL DESCRIPTION

**B006-10-04**

**APN'S 519-1010-030 & 519-1743-006**

CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

**B006-10-04**  
 AREA = 60,121± SQFT.

APN 519-1743-006  
 S.C.V.T.A. PARCEL 27  
 DOC. NO. 2002-578558



ALL BEARINGS AND DISTANCES SHOWN HERE ARE  
 BASED ON THE NORTH AMERICAN DATUM OF 1983  
 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES  
 SHOWN ARE GRID DISTANCES. MULTIPLY GRID  
 DISTANCES BY 1.00005333 TO OBTAIN GROUND  
 LEVEL DISTANCES.



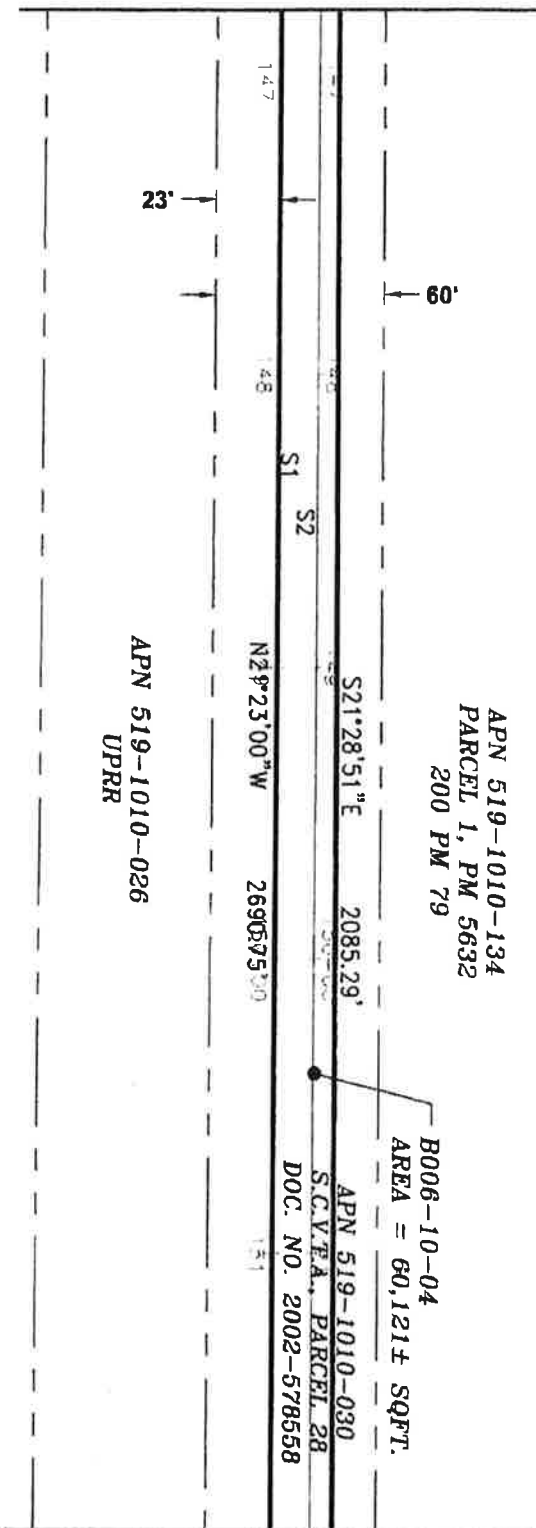
3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1905  
 PH. 408-321-5866  
 FAX 408-321-5860

SCALE: 1"=60'  
 DATE: 11/21/19

Drawn By:  
 H. BRASALLI

Checked By: J. MCCRORY  
 SHEET: 15 OF 43

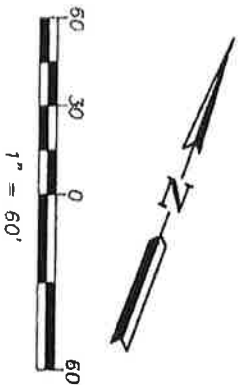
MATCHLINE - SEE SHEET 15 OF 43



MATCHLINE - SEE SHEET 17 OF 43

**LEGEND:**

- PM = PARCEL MAP
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD



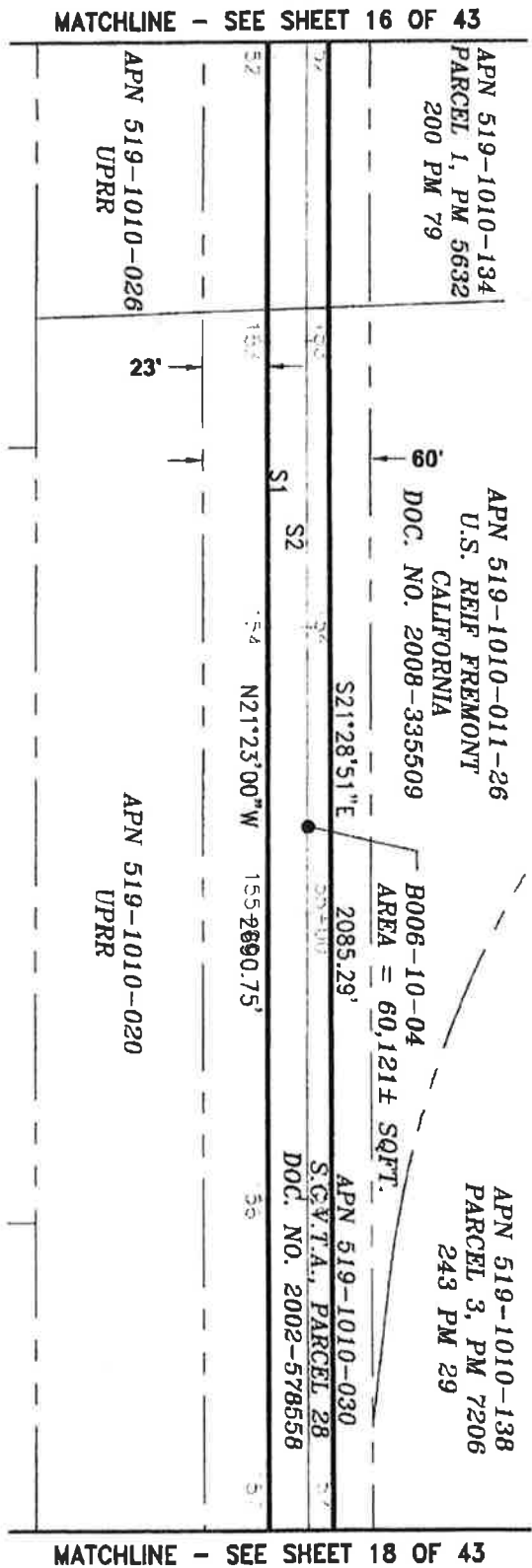
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B006-10-04  
 APN'S 519-1010-030 & 519-1743-006  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA



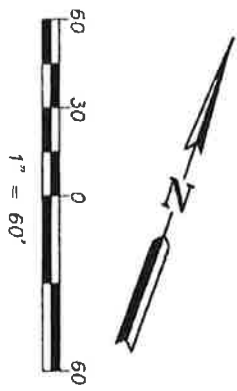
3331 N. FIRST ST., SUITE A  
 SAN JOSE, CA 95134-1066  
 PH: 408-321-5866  
 FAX: 408-321-5990

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 16 OF 43
DATE: 11/21/19			



**LEGEND:**

- PM = PARCEL MAP
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.S. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-04**  
 APN'S 519-1010-030 & 519-1743-006  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

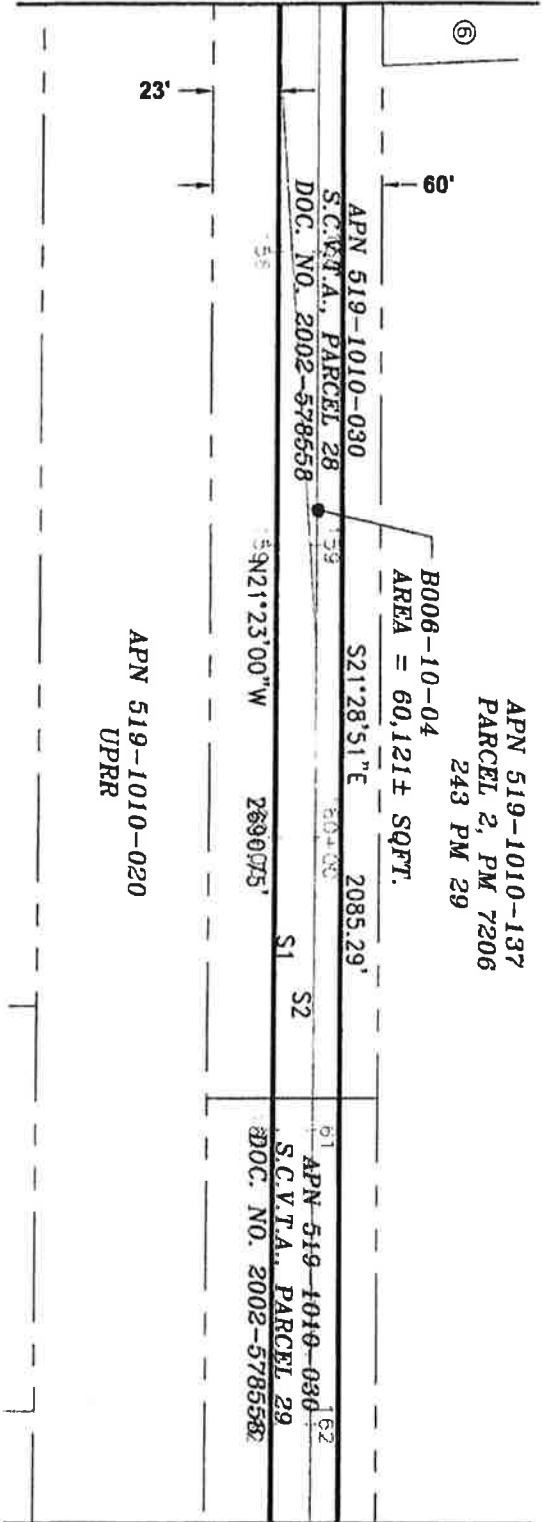


3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-321-5886  
 FAX: 408-321-5890

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. McCORRY	SHEET: 17 OF 43
DATE: 11/21/19			



MATCHLINE - SEE SHEET 17 OF 43



MATCHLINE - SEE SHEET 19 OF 43

**LEGEND:**

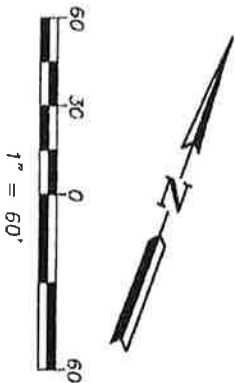
- PM = PARCEL MAP
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD

**NOTES:**

- ⑥ INDICATES APN 519-1010-138, PARCEL 3, PM 7206, 243 M 29.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-04**  
 APN'S 519-1010-030 & 519-1743-006  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

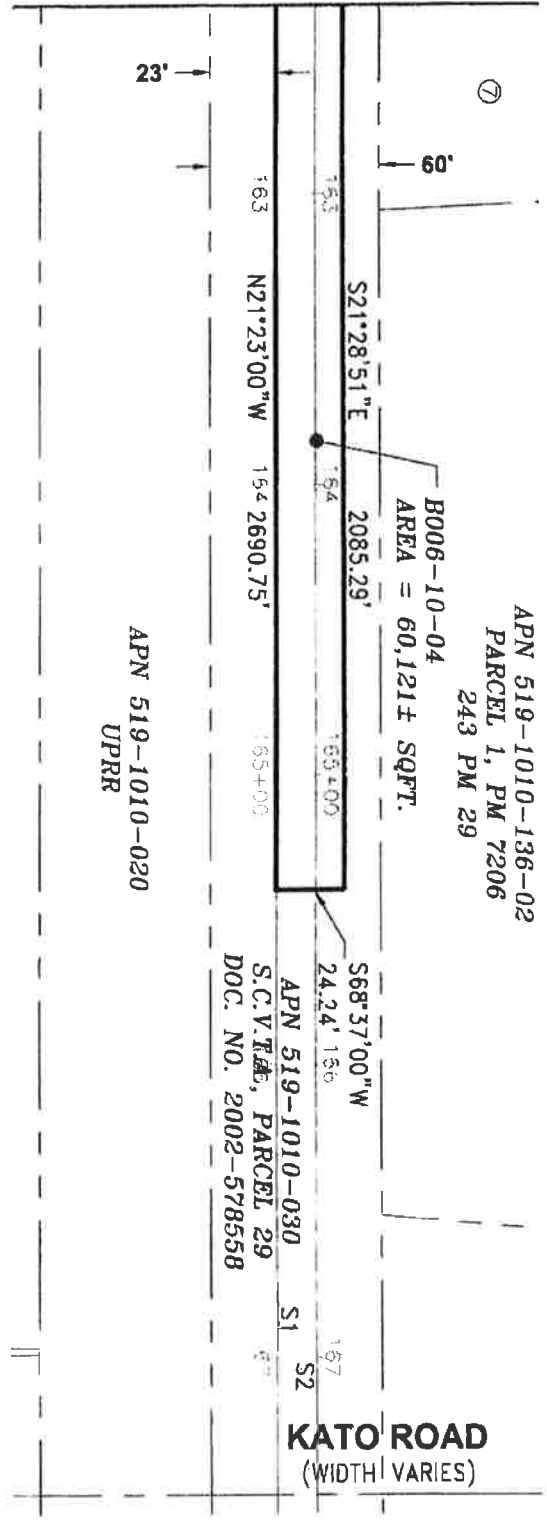
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1506  
 PH: 408-321-5888  
 FAX: 408-321-5890

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MCCRORY	SHEET: 18 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 18 OF 43



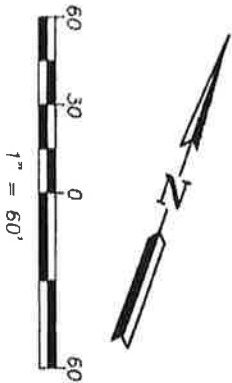
**LEGEND:**

- PM = PARCEL MAP
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD

**NOTES:**

- ⑦ INDICATES APN 519-1010-137, PARCEL 2, PM 7206, 243 M 29.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B006-10-04  
 APN'S 519-1010-030 & 519-1743-006  
 CITY OF FREMONT,  
 COUNTY OF ALAMEDA, STATE OF CALIFORNIA

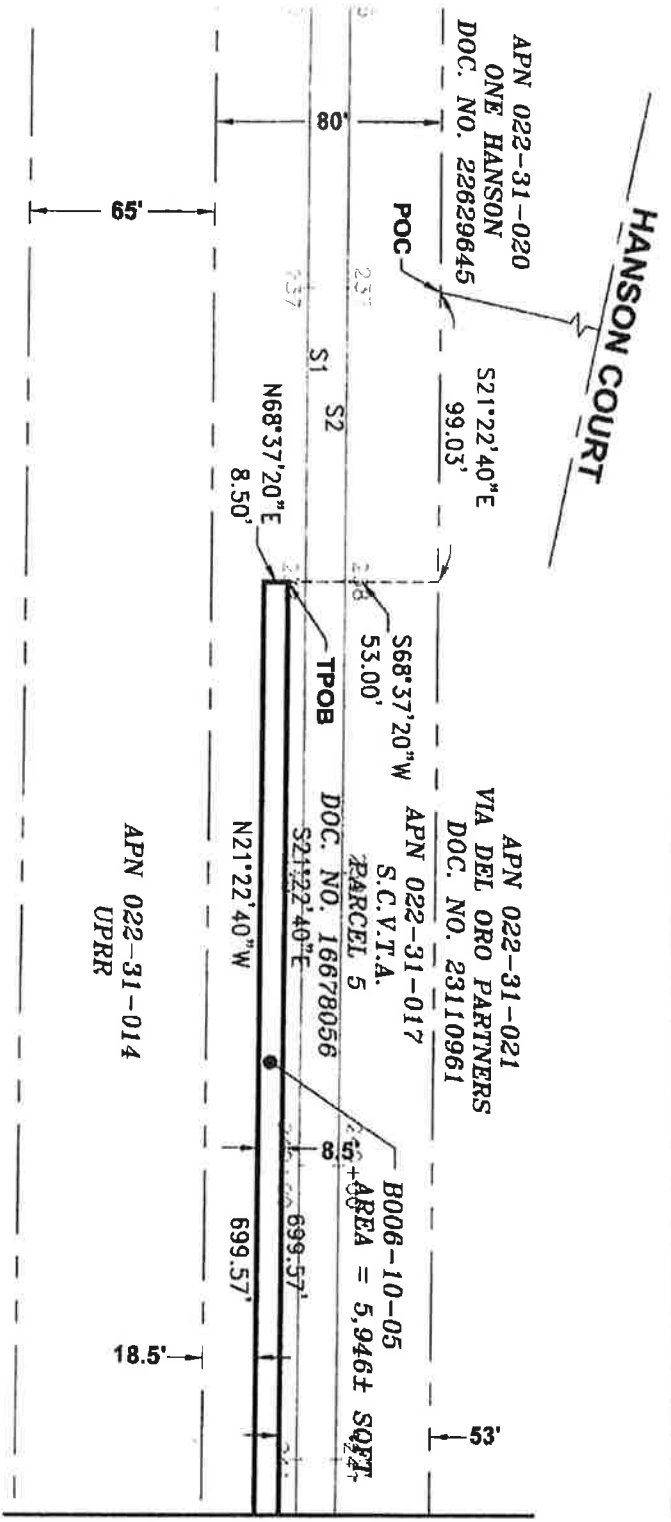


ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



3931 N. FIRST ST., SUITE A  
 SAN JOSE, CA 95134-1906  
 PH: 408-271-5986  
 FAX: 408-271-5980

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 19 OF 43
DATE: 11/21/19			

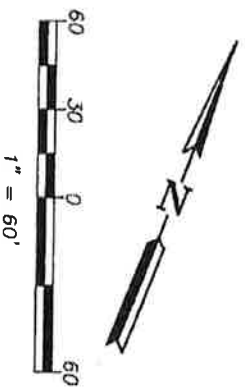


MATCHLINE - SEE SHEET 21 OF 43

**LEGEND:**

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- UPRR = UNION PACIFIC RAILROAD
- = LENGTH OF LINE NOT TO SCALE

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



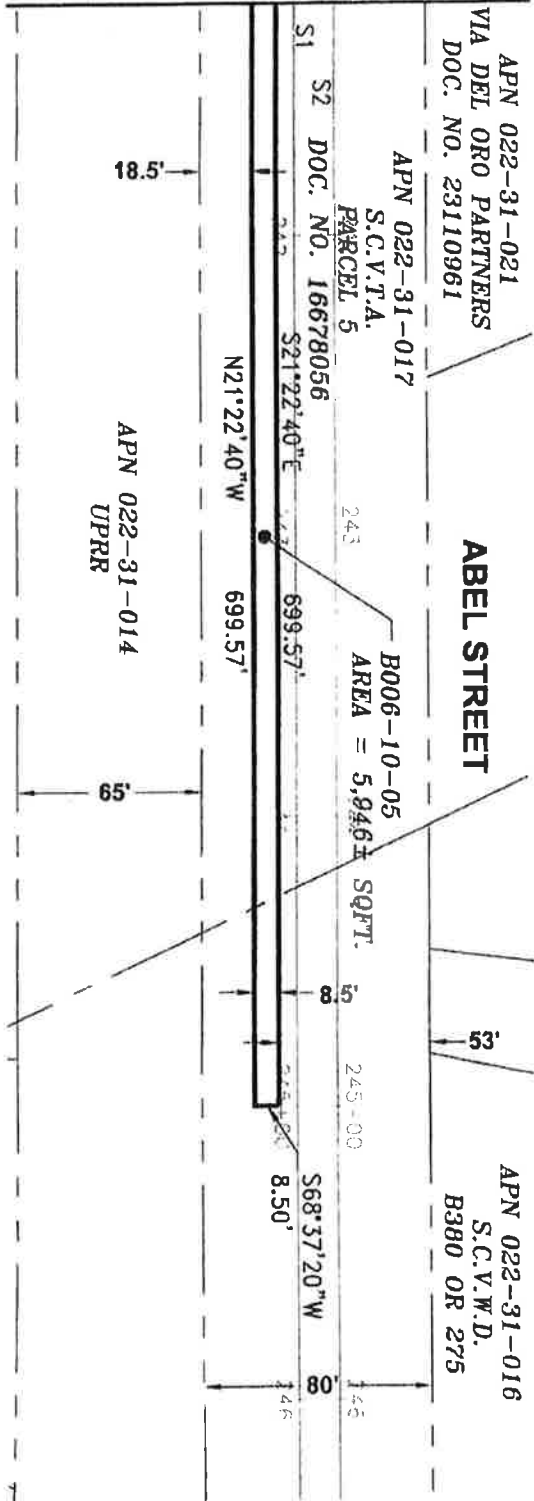
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B006-10-05  
 APN 022-31-017  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3831 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-321-5865  
 FAX: 408-321-5890

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 20 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 20 OF 43



**LEGEND:**

- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- S.C.V.W.D. = SANTA CLARA VALLEY WATER DISTRICT
- UPRR = UNION PACIFIC RAILROAD
- SQFT. = SQUARE FEET

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

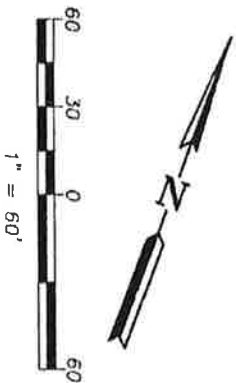
PLAT TO ACCOMPANY LEGAL DESCRIPTION

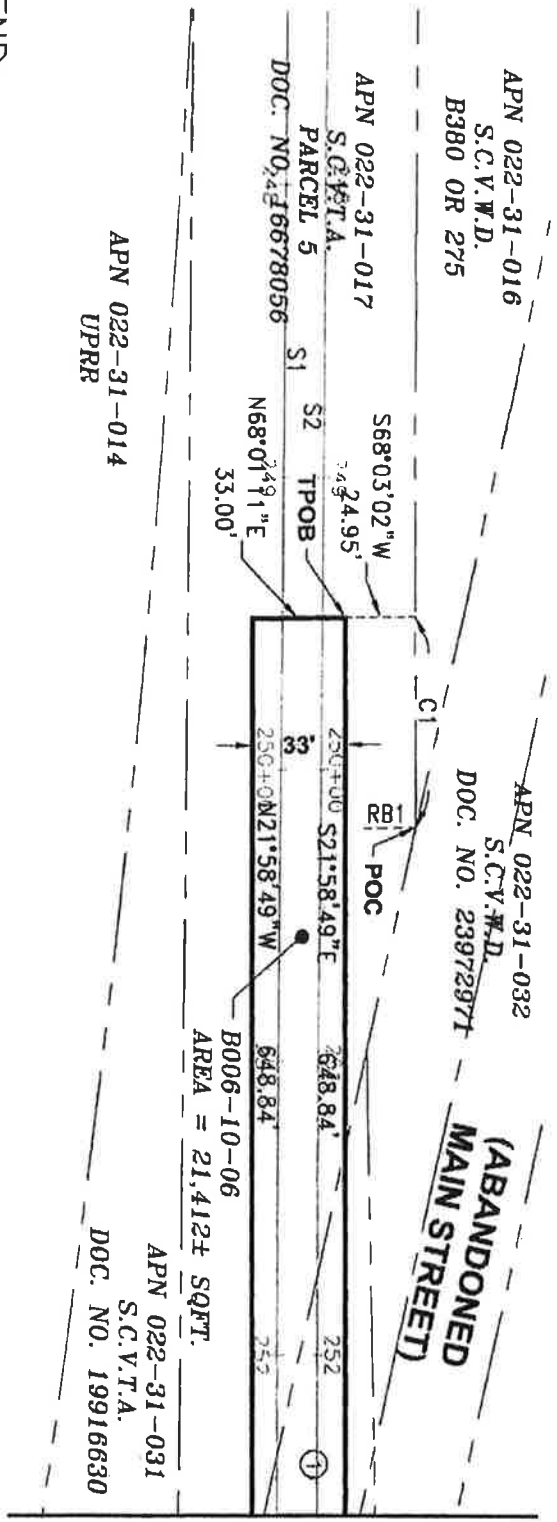
B006-10-05  
 APN 022-31-017  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1905  
 PH. 408.321-5896  
 FAX 408.321-5890

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 21 OF 43
DATE: 11/21/19			





**LEGEND:**

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- S.C.V.W.D. = SANTA CLARA VALLEY WATER DISTRICT
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- UPRR = UNION PACIFIC RAILROAD

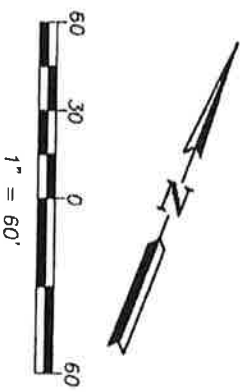
**NOTES:**

- ① INDICATES APN 022-31-017, S.C.V.T.A., DOC. NO. 20441069.

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	11418.58'	0°21'47"	72.33'

RADIAL BEARING TABLE		
LINE	BEARING	
RB1	S67°41'15"W	



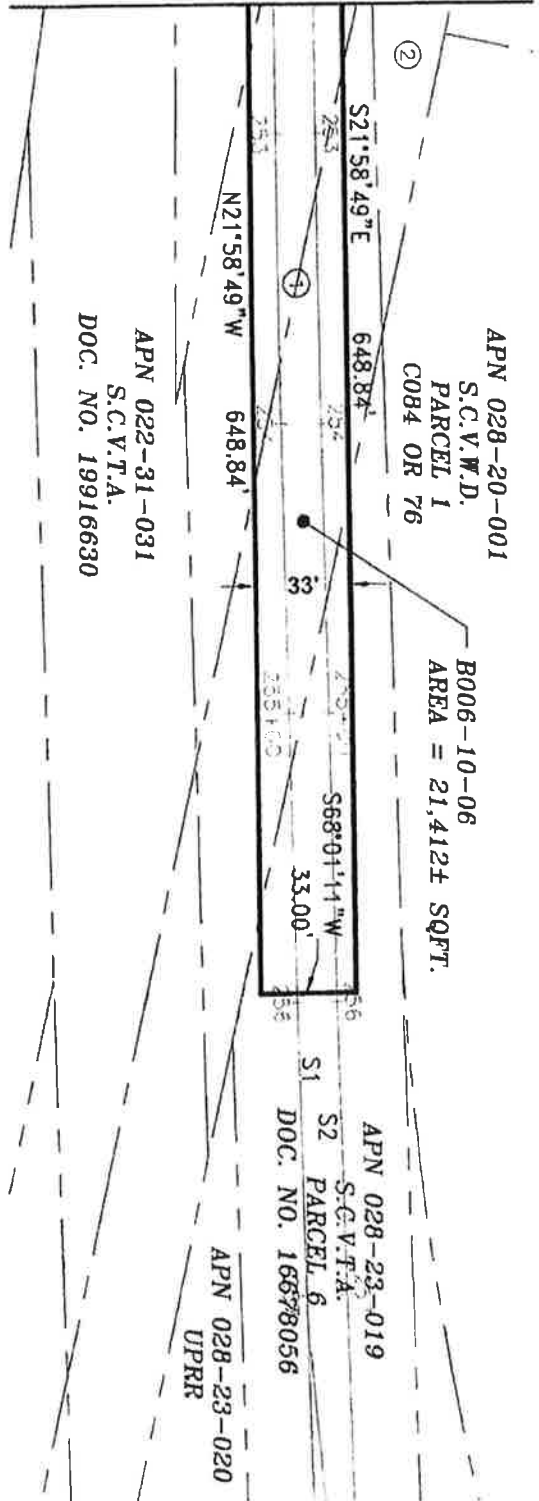
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-06**  
 APN'S 022-31-017 & 028-23-019  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

**Santa Clara Valley  
Transportation  
Authority**

3331 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95194-1906  
PH. 408-321-5986  
FAX 408-321-5980

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 22 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 22 OF 43



**LEGEND:**

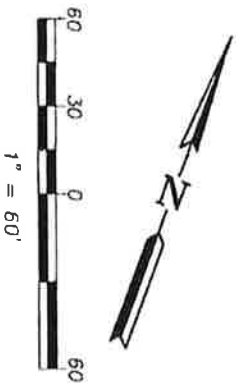
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- S.C.V.W.D. = SANTA CLARA VALLEY WATER DISTRICT
- SQFT. = SQUARE FEET
- UPRR = UNION PACIFIC RAILROAD

**NOTES:**

- ① INDICATES APN 022-31-017, S.C.V.T.A., DOC. NO. 20441069
- ② INDICATES APN 022-31-032, S.C.V.W.D., DOC. NO. 23972971

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-06**  
 APN'S 022-31-017 & 028-23-019  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH. 408-521-5886  
 FAX 408-521-5890

SCALE: 1"=60'  
 DATE: 11/21/19

Drawn By:  
 H. BRASALI

Checked By:  
 J. MCGREGG

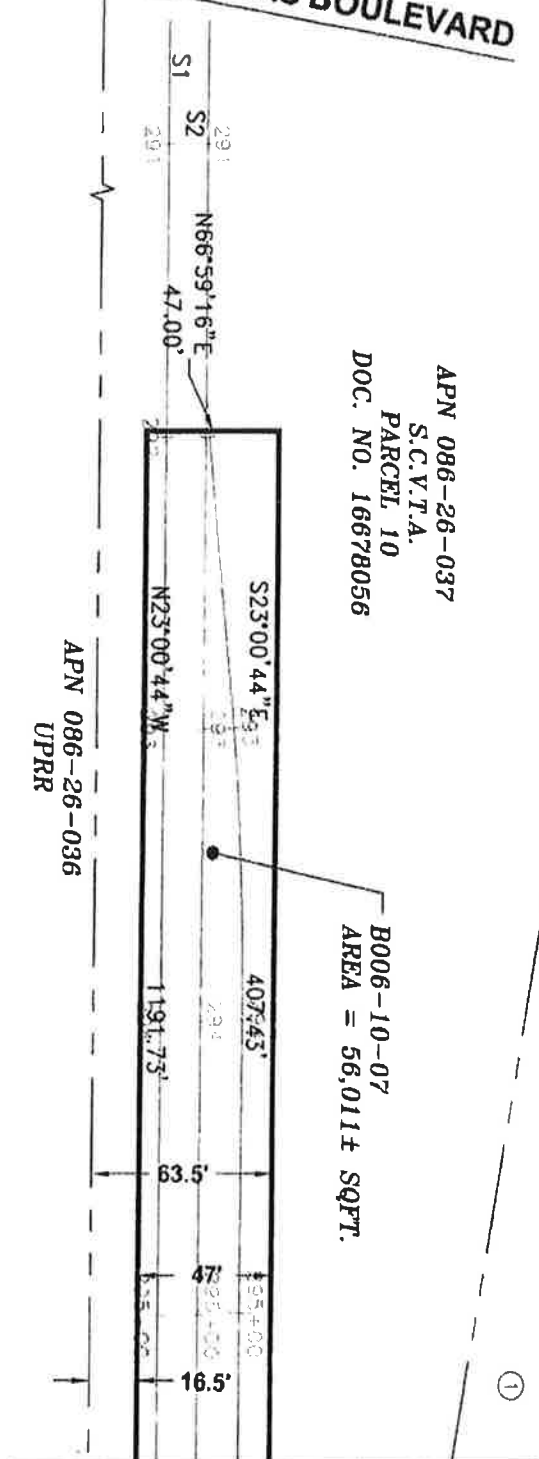
SHEET:  
 23 OF 43

**STATE ROUTE 237  
EAST CALAVERAS BOULEVARD**

APN 086-26-037  
S.C.V.T.A.  
PARCEL 10  
DOC. NO. 16678056

B006-10-07  
AREA = 56,011 ± SQFT.

APN 086-26-036  
UPRR



MATCHLINE - SEE SHEET 25 OF 43

**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
SQFT. = SQUARE FEET  
- - - = LENGTH OF LINE NOT TO SCALE

**NOTE:**

① INDICATES APN 086-26-037, S.C.V.T.A., PARCEL 9, DOC. NO. 16678056.

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

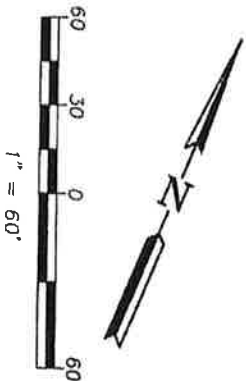
PLAT TO ACCOMPANY LEGAL DESCRIPTION

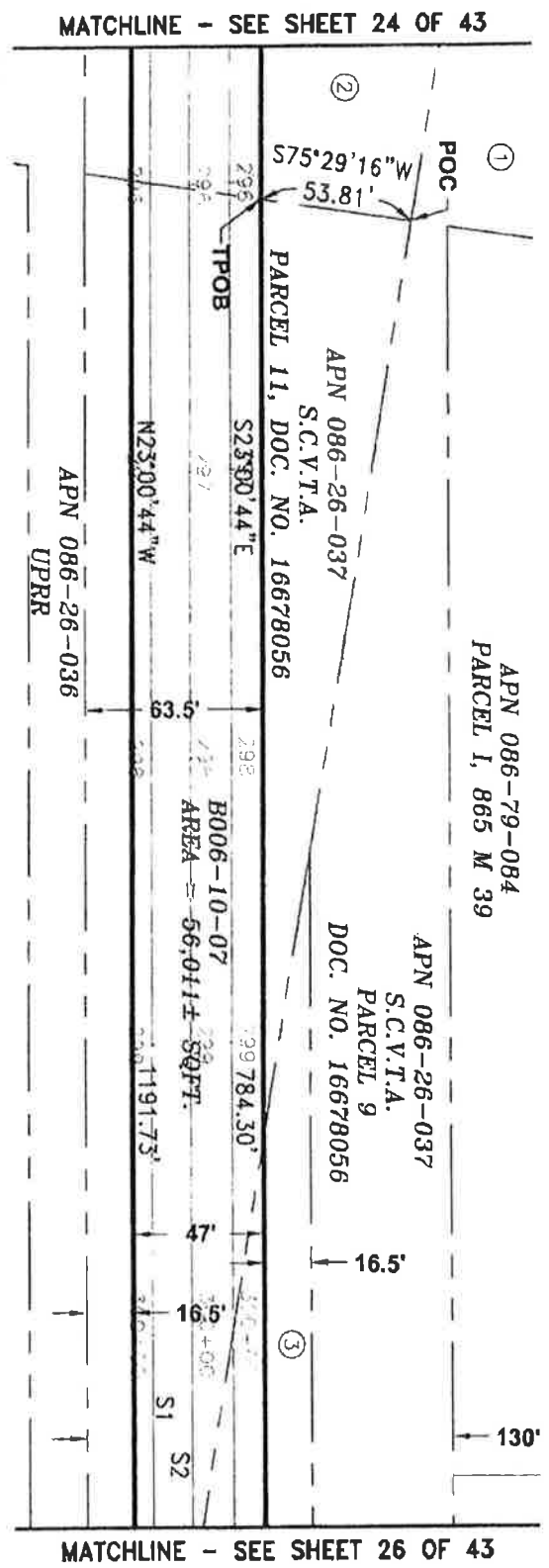
B006-10-07  
APN 086-26-037  
CITY OF MILPITAS,  
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95134-1906  
PH. 408-321-5866  
FAX 408-321-5890

SCALE: 1" = 60'	Drawn By: H. BRASALI	Checked By: J. MCGORRY	SHEET: 24 OF 43
DATE: 11/21/19			



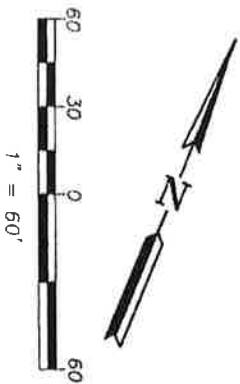


**LEGEND:**

- POC = POINT OF COMMENCEMENT
  - S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
  - SOFT. = SQUARE FEET
  - TPOB = TRUE POINT OF BEGINNING
- NOTES:**

- ① INDICATES APN 086-26-037, S.C.V.T.A., PARCEL 9, DOC. NO. 16678056.
- ② INDICATES APN 086-26-037, S.C.V.T.A., PARCEL 10, DOC. NO. 16678056.
- ③ INDICATES APN 086-26-037, S.C.V.T.A., PARCEL 12, DOC. NO. 16678056.

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-07**  
 APN 086-26-037  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-321-5886  
 FAX: 408-321-5890

SCALE: 1" = 60'  
 DATE: 11/21/19

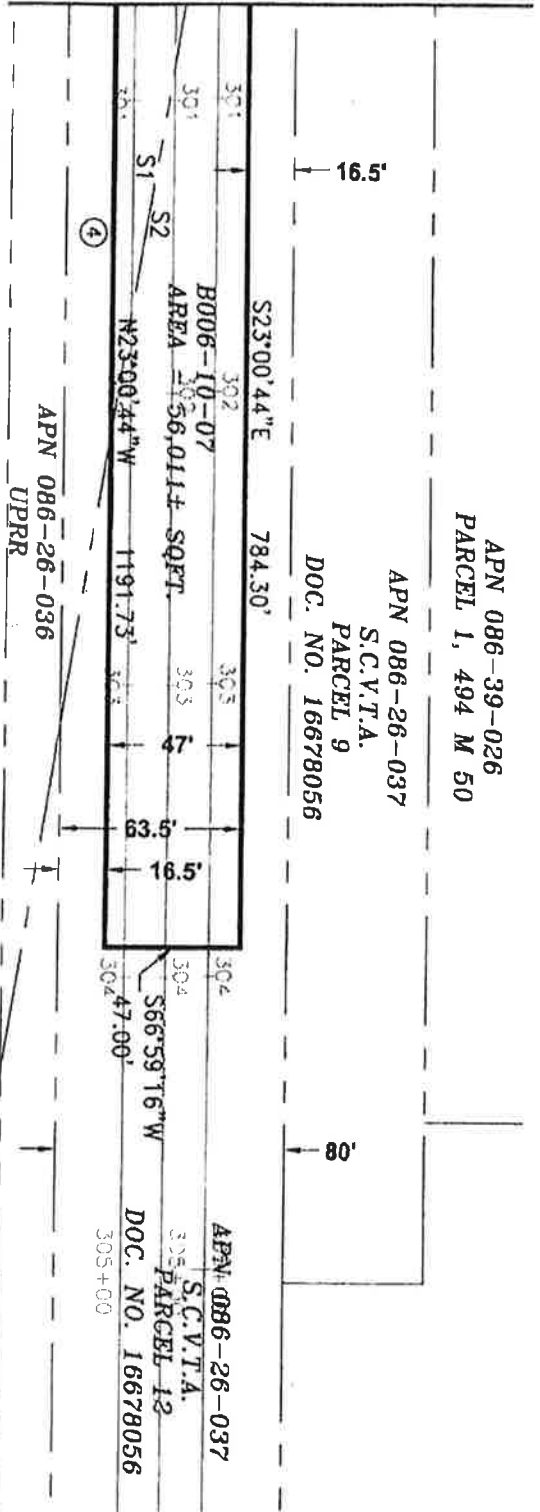
Drawn By:  
 H. BRASALI

Checked By:  
 J. MCCROORY

SHEET:  
 25 OF 43



MATCHLINE - SEE SHEET 25 OF 43



APN 086-39-026  
PARCEL 1, 494 M 50

APN 086-26-037  
S.C.V.T.A.  
PARCEL 9  
DOC. NO. 16678056

APN 086-26-037  
S.C.V.T.A.  
PARCEL 12  
DOC. NO. 16678056

APN 086-26-036  
UPRR

**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
SQFT. = SQUARE FEET

**NOTE:**

④ INDICATES APN 086-26-037, S.C.V.T.A., PARCEL 11, DOC. NO. 16678056.

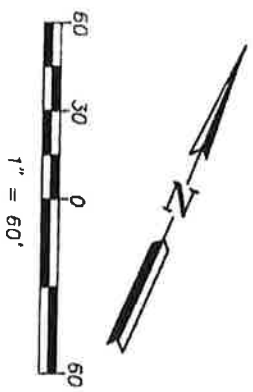
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION

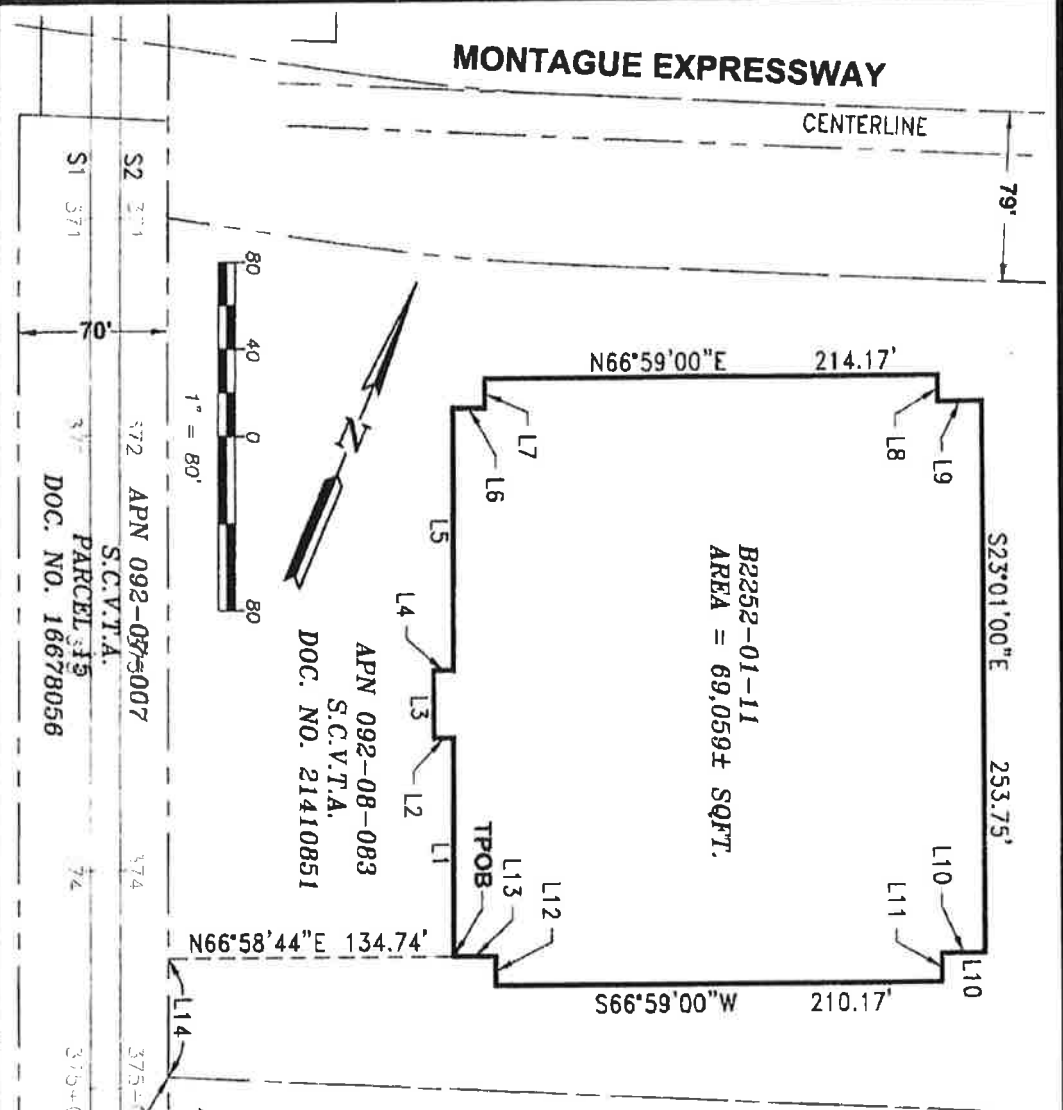
B006-10-07  
APN 086-26-037  
CITY OF MILLPITAS,  
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3931 N FIRST ST., BUILDG. A  
SAN JOSE, CA 95134-1006  
PH: 408-321-5986  
FAX: 408-321-5980



SCALE: 1"=60'  
DATE: 11/21/19  
Drawn By: H. BRASALI  
Checked By: J. MCCRORY  
SHEET: 26 OF 43



PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B2252-01-11**  
 APN 092-08-083  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

**LEGEND:**

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING

LINE	BEARING	LENGTH
L1	N23°01'00"W	100.60'
L2	S66°59'00"W	9.25'
L3	N23°01'00"W	31.17'
L4	N66°59'00"E	9.25'
L5	N23°01'00"W	120.67'
L6	N66°59'00"E	15.17'
L7	N23°01'00"W	15.17'
L8	S23°01'00"E	12.08'
L9	N66°59'00"E	20.67'
L10	S66°59'00"W	19.92'
L11	S23°01'00"E	13.17'
L12	N23°01'00"W	13.40'
L13	S66°59'00"W	19.92'
L14	N23°01'16"W	54.16'

APN 092-08-002  
 S.C.V.T.A.  
 DOC. NO. 23403384

ALL BEARINGS AND DISTANCES SHOWN  
 HERE ARE BASED ON THE NORTH  
 AMERICAN DATUM OF 1983 (NAD83),  
 ZONE 3, EPOCH 1998.5. ALL DISTANCES  
 SHOWN ARE GRID DISTANCES. MULTIPLY  
 GRID DISTANCES BY 1.00005333 TO  
 OBTAIN GROUND LEVEL DISTANCES.



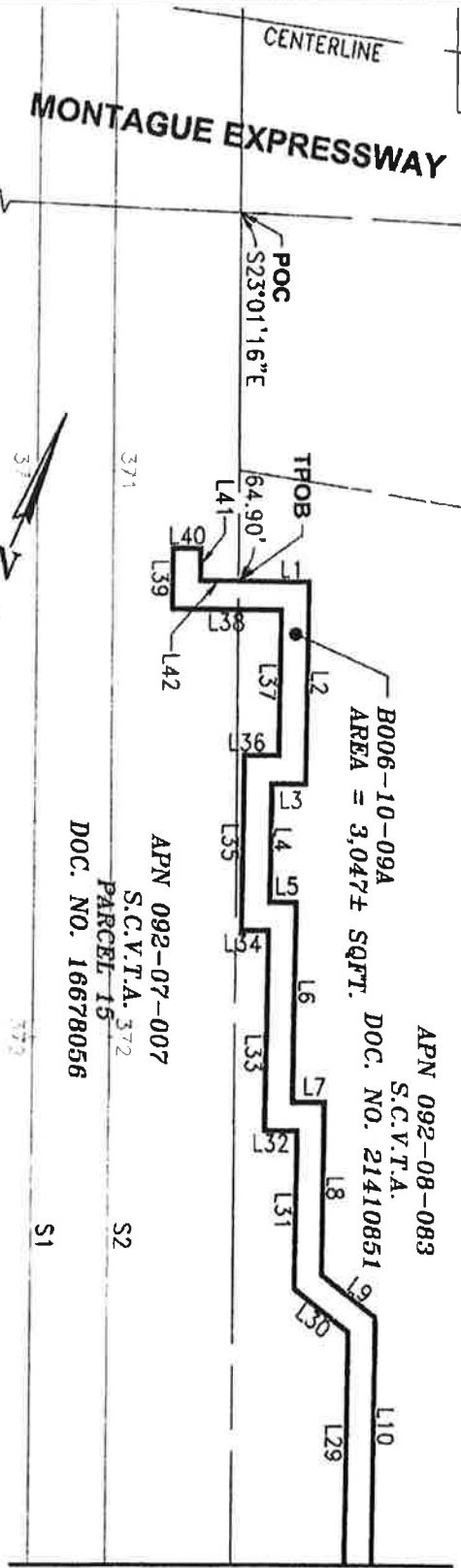
SCALE: 1"=80'  
 DATE:

Drawn By:  
 H. BRASALI

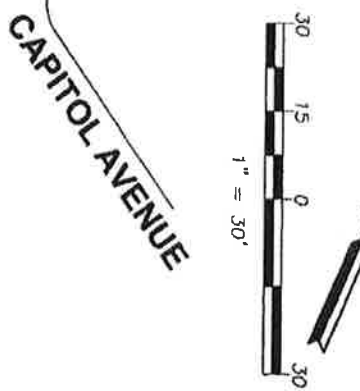
Checked By:  
 J. MACRORY

SHEET:  
 27 OF 43

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH. 408-321-5885  
 FAX 408-321-5890



APN 092-08-083  
 S.C.V.T.A. DOC. NO. 21410851  
 B006-10-09A  
 AREA = 3,047± SQFT.  
 APN 092-07-007  
 S.C.V.T.A. 372  
 PARCEL 15  
 DOC. NO. 16678056  
 S1 S2



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

**LEGEND:**

- POC = POINT OF COMMENCEMENT
- (R) = RADIAL BEARING
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SOFT = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- V- = LENGTH OF LINE NOT TO SCALE

LINE	BEARING	LENGTH
L1	N67°37'09"E	12.87'
L2	S22°22'51"E	35.63'
L3	S67°37'09"W	6.21'
L4	S22°22'51"E	20.92'
L5	N67°37'09"E	4.89'
L6	S22°22'51"E	35.15'
L7	N67°37'09"E	5.94'
L8	S22°22'51"E	30.29'
L9	S76°00'50"E	12.48'
L10	S22°22'51"E	136.85'
L29	N22°22'51"W	129.32'
L30	N76°00'50"W	12.48'

LINE	BEARING	LENGTH
L31	N22°22'51"W	27.81'
L32	S67°37'09"W	5.94'
L33	N22°22'51"W	35.15'
L34	S67°37'09"W	4.89'
L35	N22°22'51"W	30.92'
L36	N67°37'09"E	6.21'
L37	N22°22'51"W	25.63'
L38	S67°37'09"W	19.74'
L39	N22°22'51"W	10.77'
L40	N67°37'09"E	5.00'
L41	S22°22'51"E	5.77'
L42	N67°37'09"E	6.87'

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B006-10-09A  
 CITY OF MILPITAS  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA  
 APN'S 092-07-007, 092-08-002 & 092-08-083



3331 N. FIRST ST., BUILD. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-271-8866  
 FAX: 408-271-8860

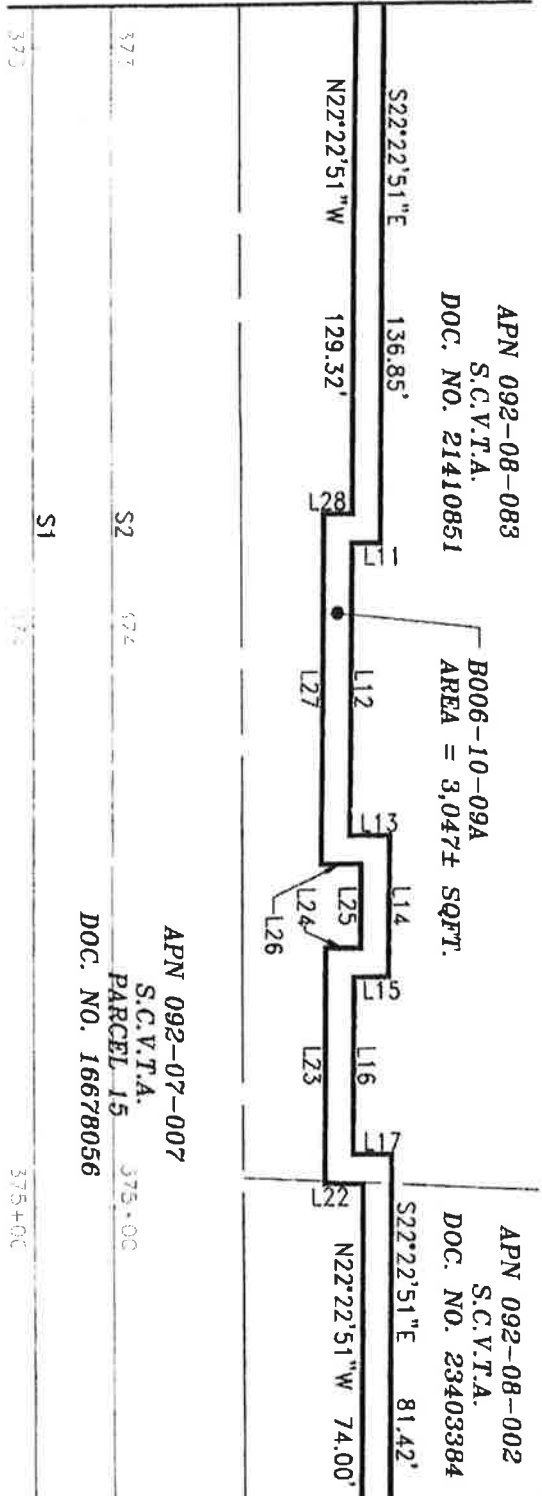
SCALE: 1"=30'  
 DATE: 11/21/19

Drawn By:  
 H. BRASALI

Checked By:  
 J. MCCORRY  
 SHEET:  
 28 OF 43

MATCHLINE - SEE SHEET 29 OF 43

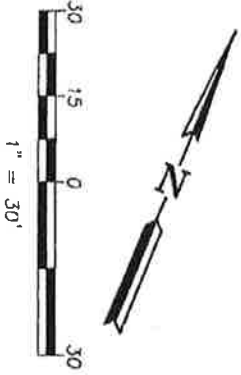
MATCHLINE - SEE SHEET 28 OF 43



MATCHLINE - SEE SHEET 30 OF 43

**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
SQFT. = SQUARE FEET



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

LINE	BEARING	LENGTH
L11	S67°37'09"W	5.02'
L12	S22°22'51"E	50.52'
L13	N67°37'09"E	7.00'
L14	S22°22'51"E	24.40'
L15	S67°37'09"W	6.08'
L16	S22°22'51"E	30.42'
L17	N67°37'09"E	6.75'

LINE	BEARING	LENGTH
L22	S67°37'09"W	6.75'
L23	N22°22'51"W	40.42'
L24	N67°37'09"E	6.08'
L25	N22°22'51"W	14.40'
L26	S67°37'09"W	7.00'
L27	N22°22'51"W	60.52'
L28	N67°37'09"E	5.02'

PLAT TO ACCOMPANY LEGAL DESCRIPTION

B006-10-09A

APN'S 092-07-007, 092-08-002 & 092-08-083

CITY OF MILPITAS,  
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95134-1906  
PH: 408-321-5865  
FAX: 408-321-5890

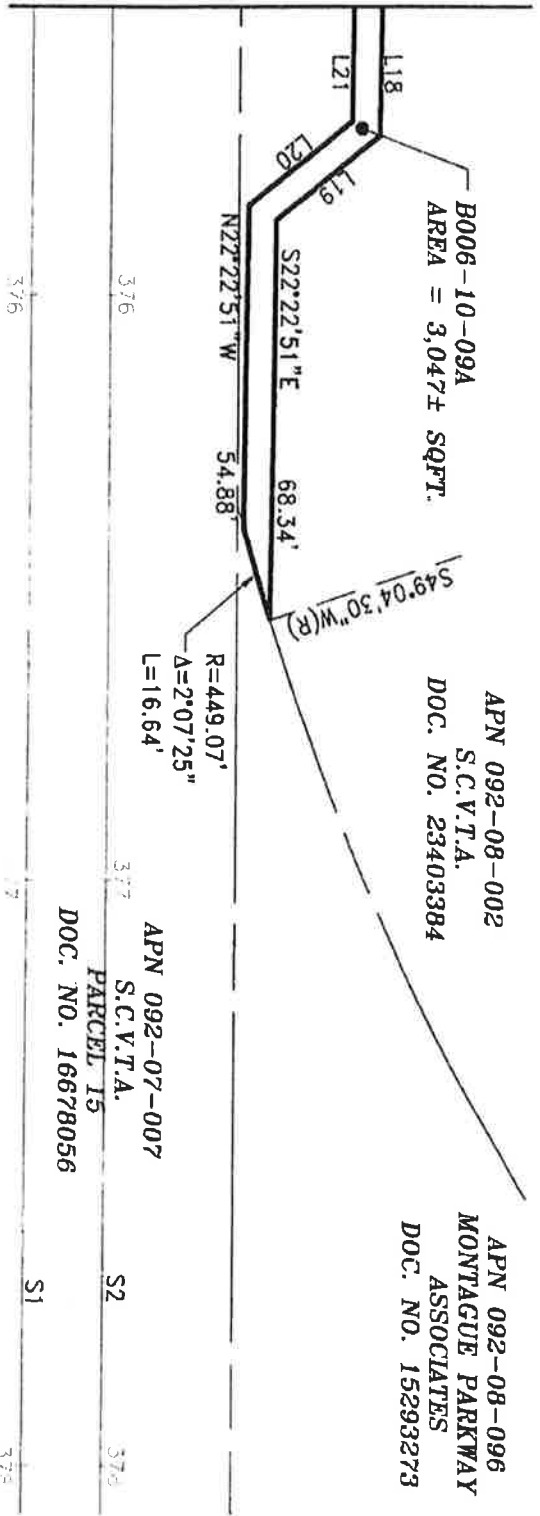
SCALE: 1" = 30'  
DATE: 11/21/19

Drawn By:  
H. BRASALI

Checked By:  
J. MOGRORY

SHEET:  
29 OF 43

MATCHLINE - SEE SHEET 29 OF 43

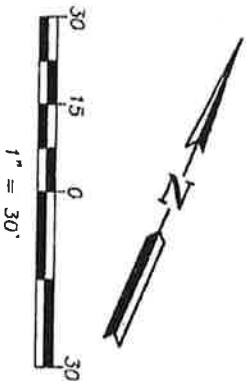


**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
SQFT. = SQUARE FEET

LINE	BEARING	LENGTH
L18	S22°22'51"E	81.42'
L19	S29°14'57"W	23.42'
L20	N29°14'57"E	23.42'
L21	N22°22'51"W	74.00'

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



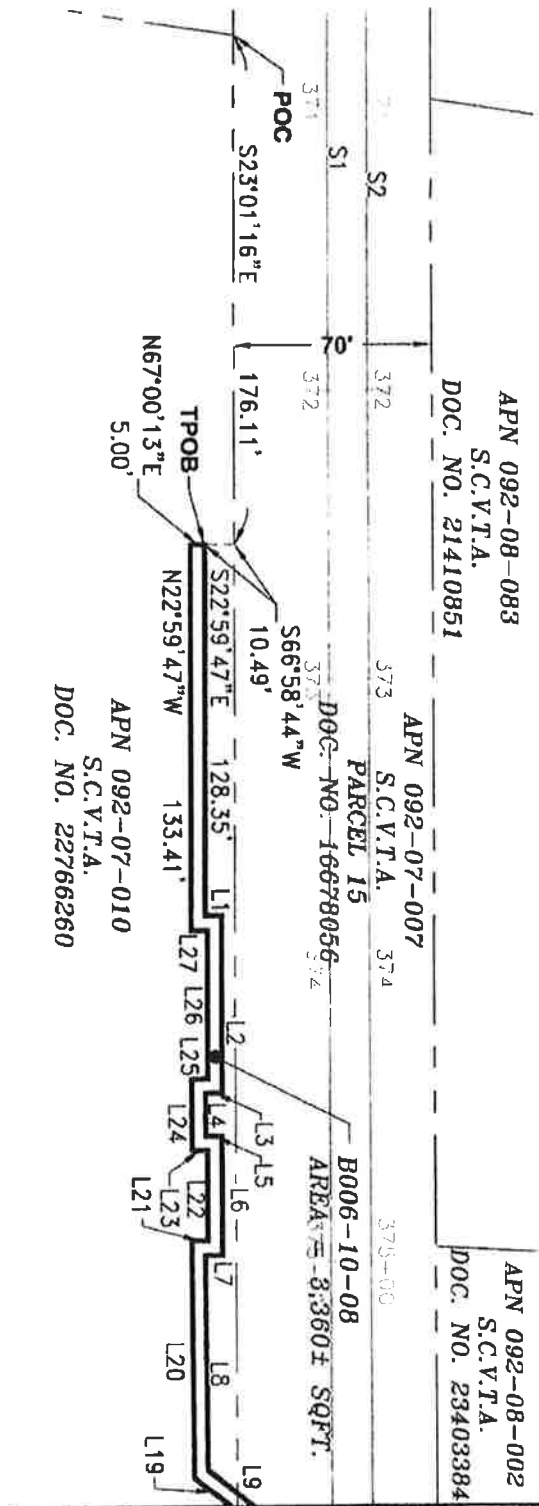
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-09A**  
 APN'S 092-07-007, 092-08-002 & 092-08-083  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., SUITE A  
 SAN JOSE, CA 95134-1006  
 PH: 408-321-5886  
 FAX: 408-321-5890

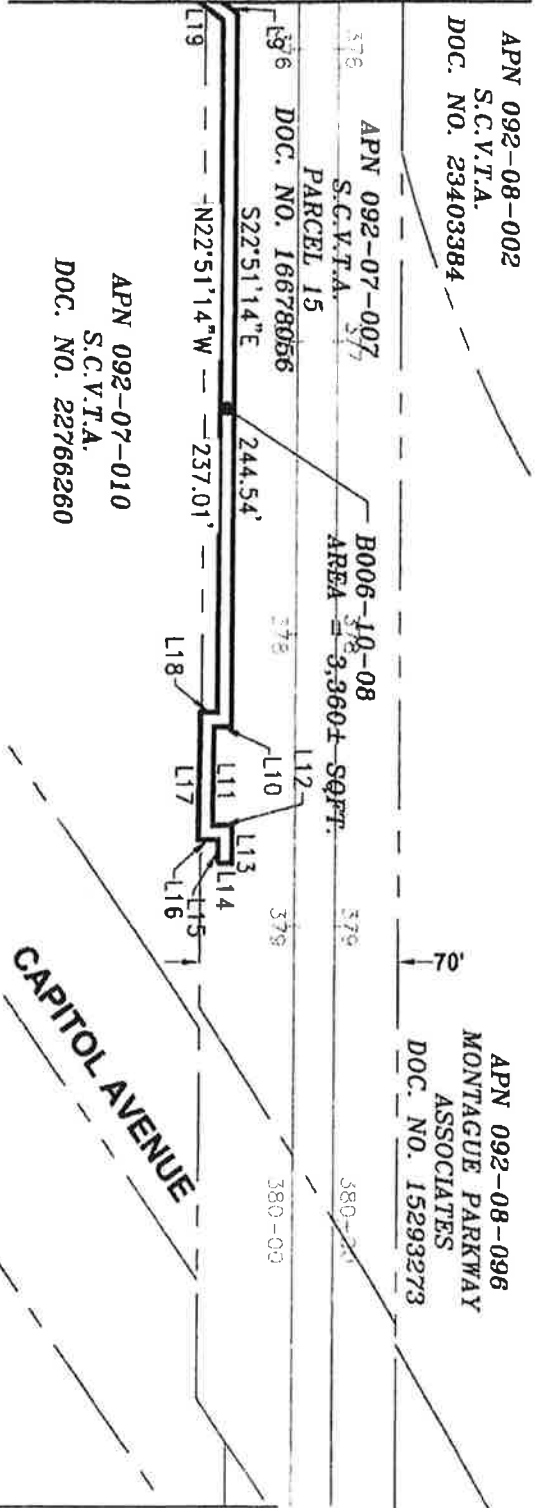
SCALE: 1" = 30'  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. McGRORY  
 SHEET: 30 OF 43

# MONTAGUE EXPRESSWAY



MATCHLINE - SEE SHEET 32 OF 43

MATCHLINE - SEE SHEET 31 OF 43



**LEGEND:**

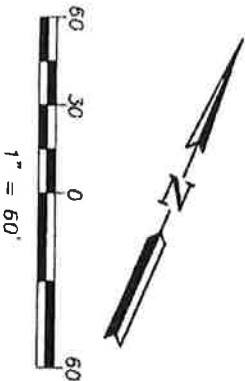
S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET


ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

SEE LINE TABLE ON SHEET 32 OF 42

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B006-10-08  
 APN'S 092-07-007 & 092-07-010  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

CAPITOL AVENUE



 <p><b>Santa Clara Valley Transportation Authority</b></p>	SCALE: 1"=60' DATE: 11/21/19	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 32 OF 43
	3331 N. FIRST ST., BLDG. A SAN JOSE, CA 95134-1906 PH. 408-271-5986 FAX 408-321-9990			

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N66°17'15"E	5.79'
L2	S23°01'12"E	60.48'
L3	S63°37'40"W	5.80'
L4	S22°54'41"E	14.53'
L5	N68°59'02"E	5.65'
L6	S22°57'01"E	40.84'
L7	S63°37'09"W	5.92'
L8	S23°27'45"E	73.38'
L9	S75°50'19"E	27.12'
L10	S67°37'09"W	6.05'
L11	S22°22'51"E	33.50'
L12	N67°37'09"E	7.13'
L13	S22°22'51"E	12.92'
L14	S67°37'09"W	5.00'

LINE TABLE		
LINE	BEARING	LENGTH
L15	N22°22'51"W	7.92'
L16	S67°37'09"W	7.13'
L17	N22°22'51"W	43.50'
L18	N67°37'09"E	6.01'
L19	N75°50'19"W	27.09'
L20	N23°27'45"W	80.93'
L21	N67°37'09"E	5.97'
L22	N22°57'01"W	30.95'
L23	S68°59'02"W	5.66'
L24	N22°54'41"W	24.08'
L25	N63°37'40"E	5.79'
L26	N23°01'12"W	50.70'
L27	S66°17'15"W	5.79'

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-08**  
 APN'S 092-07-007 & 092-07-010  
 CITY OF MILPITAS,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1966  
 PH. 408-321-5985  
 FAX 408-321-5990

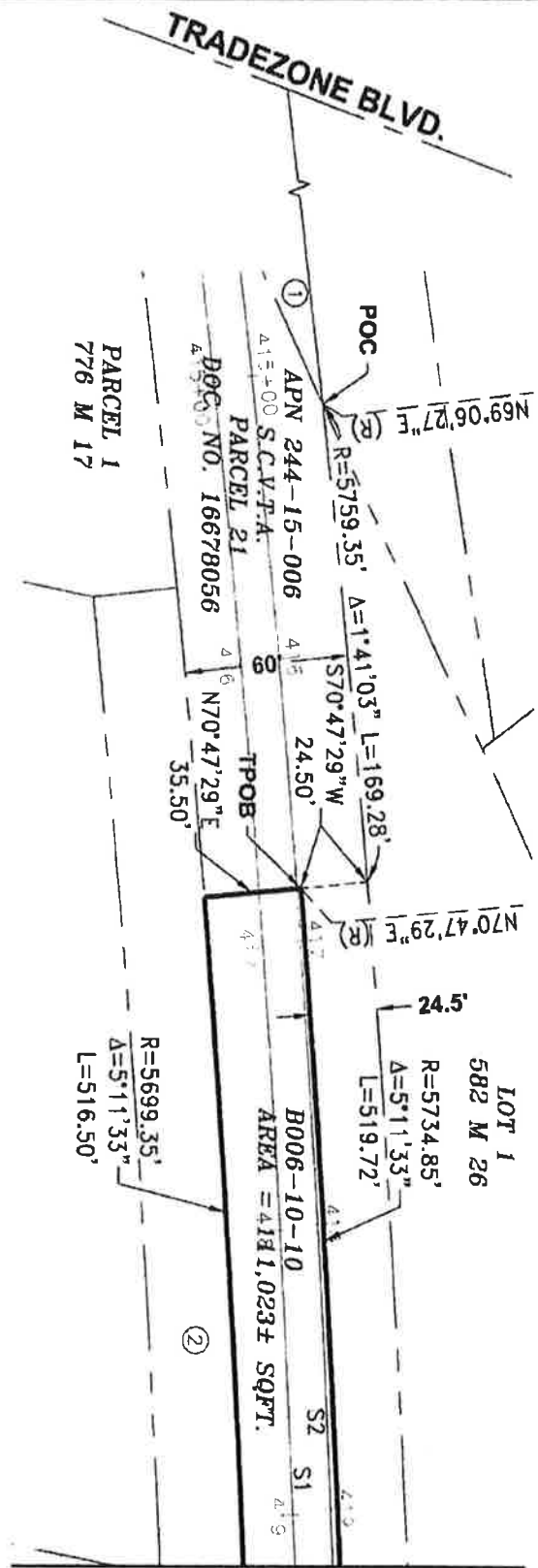
SCALE: NONE  
 DATE: 11/21/19

Drawn By:  
 H. BRASALI

Checked By:  
 J. MCCRORY

SHEET:  
 33 OF 43



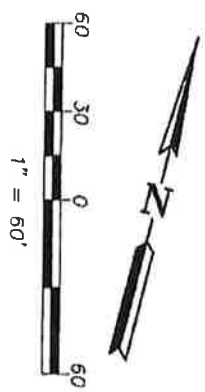


**LEGEND:**

- POC = POINT OF COMMENCEMENT
- (R) = RADIAL BEARING
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING
- L- = LENGTH OF LINE NOT TO SCALE

**NOTES:**

- ① INDICATES APN 244-02-015, S.C.V.T.A., PARCEL 20, DOC. NO. 16678056.
- ② INDICATES APN 244-15-027, BECTON, DICKINSON AND COMPANY, DOC. NO. 19953162.



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

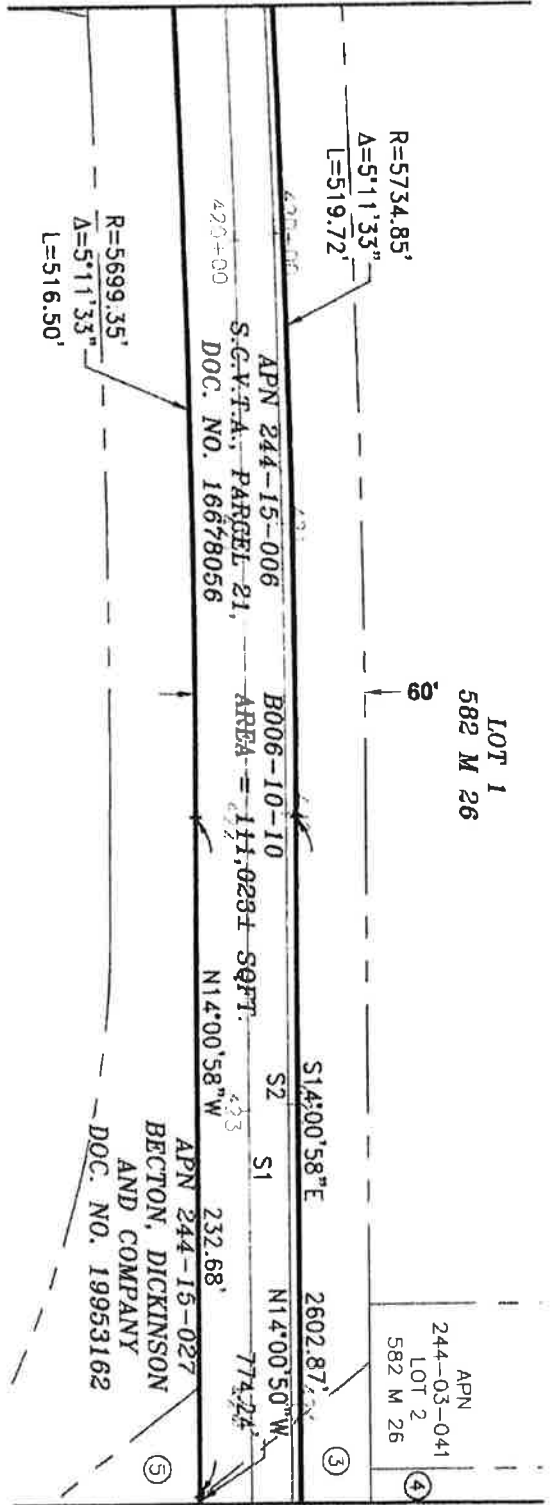
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B006-10-10  
 APN'S 244-13-001 & 244-15-006  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

**Santa Clara Valley  
 Transportation  
 Authority**

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-0506  
 PH. 408-321-5886  
 FAX 408-321-5890

SCALE: 1" = 60'	Drawn By: H. BRASALU	Checked By: J. MCCORRY	SHEET: 34 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 34 OF 43



MATCHLINE - SEE SHEET 36 OF 43

**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SOFT. = SQUARE FEET

**NOTES:**

- ③ INDICATES APN 244-13-001, S.C.V.T.A., PARCEL 22, DOC. NO. 18678056.
- ④ INDICATES APN 244-03-016, LOT 88, 302 M 31.
- ⑤ INDICATES APN 244-13-018, FRITO-LAY SALES, PARCEL D, DOC. NO. 19953160.

PLAT TO ACCOMPANY LEGAL DESCRIPTION

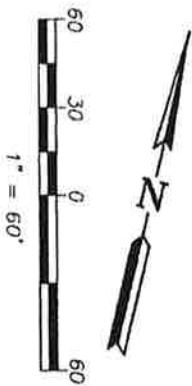
B006-10-10

APN'S 244-13-001 & 244-15-006

CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

LOT 1  
 582 M 26

APN  
 244-03-041  
 LOT 2  
 582 M 26



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



3831 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1905  
 PH: 408-321-5985  
 FAX: 408-321-9890

SCALE: 1"=60'  
 DATE: 11/21/19

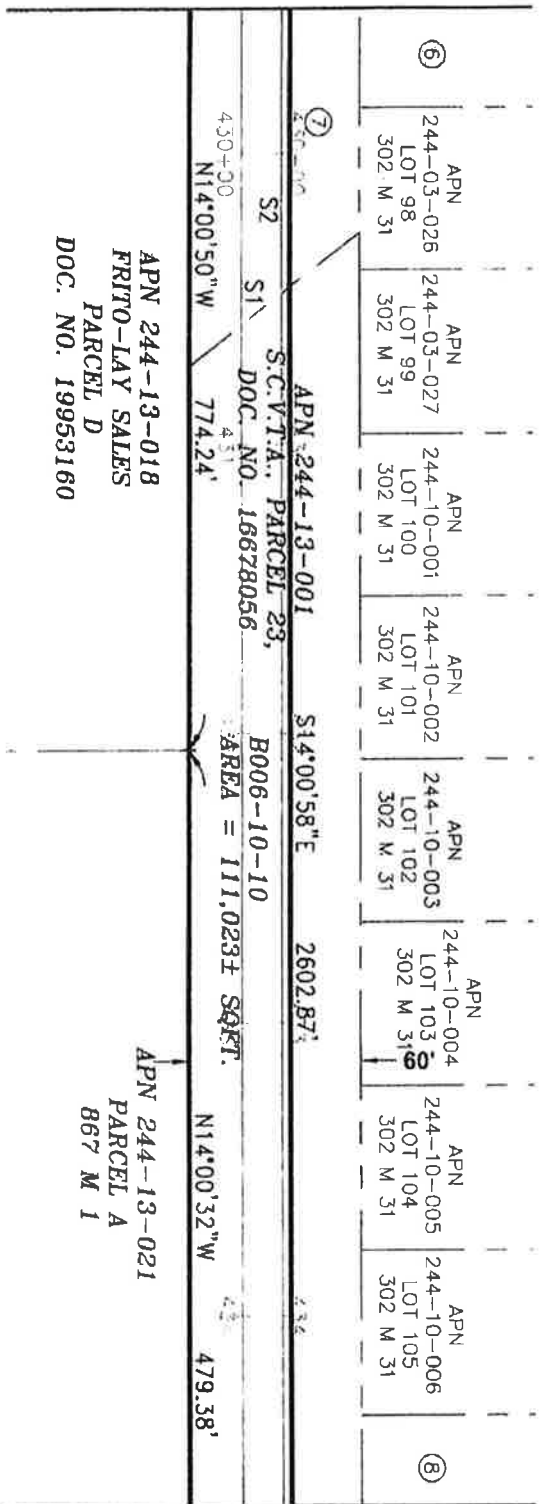
Drawn By:  
 H. BRASALI

Checked By:  
 J. MacRORY

SHEET:  
 35 OF 43



MATCHLINE - SEE SHEET 36 OF 43



MATCHLINE - SEE SHEET 38 OF 43

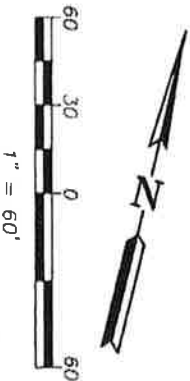
**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SOFT1 = SQUARE FEET

**NOTES:**

- ⑥ INDICATES APN 244-03-025, LOT 97, 302 M 31.
- ⑦ INDICATES APN 244-13-001, S.C.V.T.A., PARCEL 22, DOC. NO. 16678056.
- ⑧ INDICATES APN 244-10-007, LOT 106, 302 M 31.

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



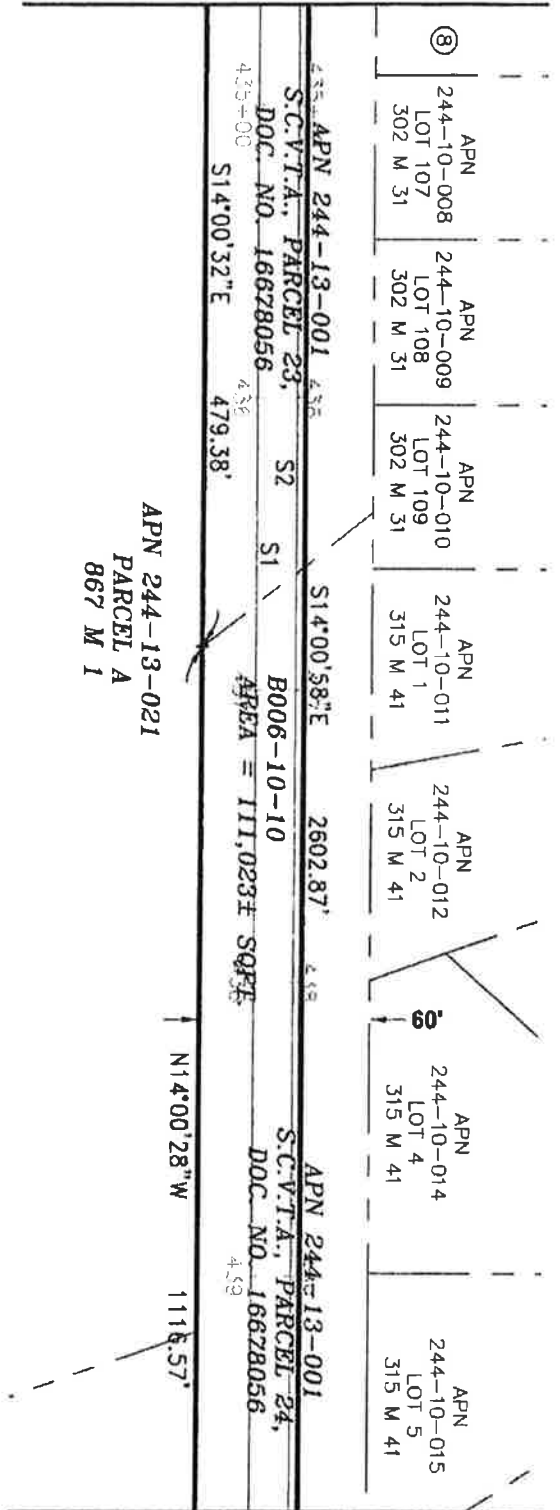
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-10**  
 APN'S 244-13-001 & 244-15-006  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-327-5866  
 FAX: 408-327-1890

SCALE: 1"=60'  
 DATE: 11/21/19  
 Drawn By: H. BRASAL  
 Checked By: J. McGRORY  
 SHEET: 37 OF 43

MATCHLINE - SEE SHEET 37 OF 43



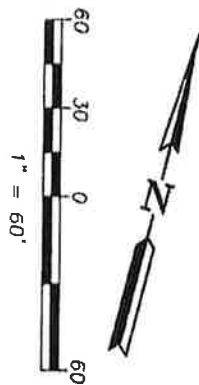
MATCHLINE - SEE SHEET 39 OF 43

**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET

**NOTE:**

ⓑ INDICATES APN 244-10-007, LOT 106, 302 M 31.



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00305333 TO OBTAIN GROUND LEVEL DISTANCES.

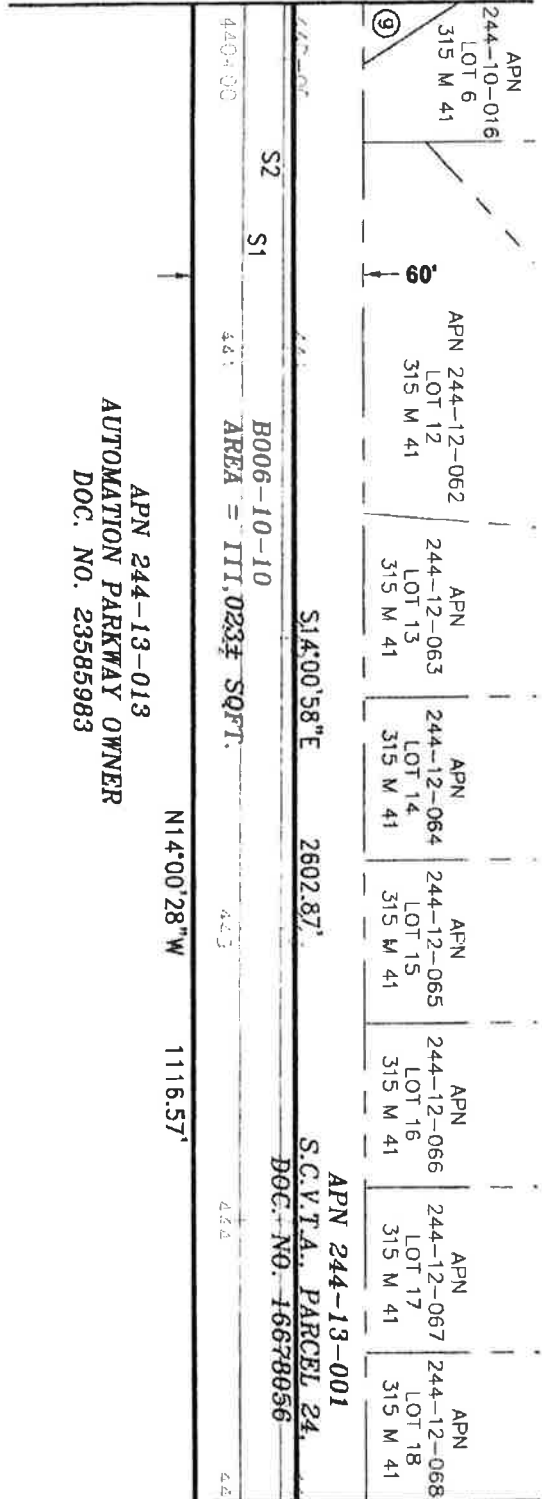
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-10**  
 APN'S 244-13-001 & 244-15-006  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH. 408.321.5886  
 FAX 408.321.5880

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MCCRORY	SHEET: 38 OF 43
DATE: 11/21/19			

MATCHLINE - SEE SHEET 38 OF 43



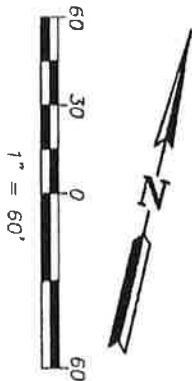
MATCHLINE - SEE SHEET 40 OF 43

**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
SQFT. = SQUARE FEET

**NOTE:**

⑨ INDICATES APN 244-10-015, LOT 5, 315 M 41.



ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-10**  
APN'S 244-13-001 & 244-15-006  
CITY OF SAN JOSE,  
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
SAN JOSE, CA 95134-1906  
PH. 408-521-5886  
FAX 408-521-5890

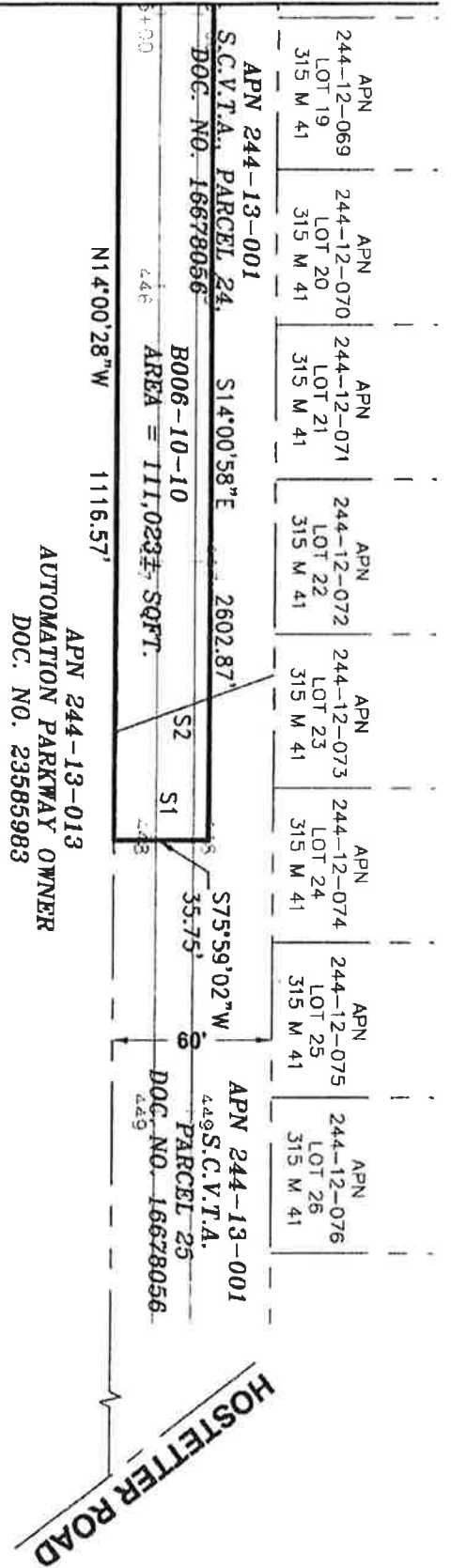
SCALE: 1"=60'  
DATE: 11/21/19

Drawn By:  
H. BRASALI

Checked By:  
J. MCCRORY

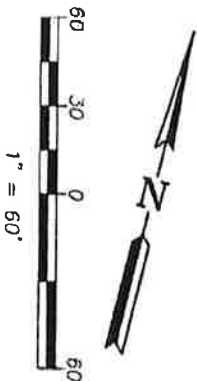
SHEET:  
39 OF 43

MATCHLINE - SEE SHEET 40 OF 43



**LEGEND:**

S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
 SQFT. = SQUARE FEET  
 = LENGTH OF LINE NOT TO SCALE



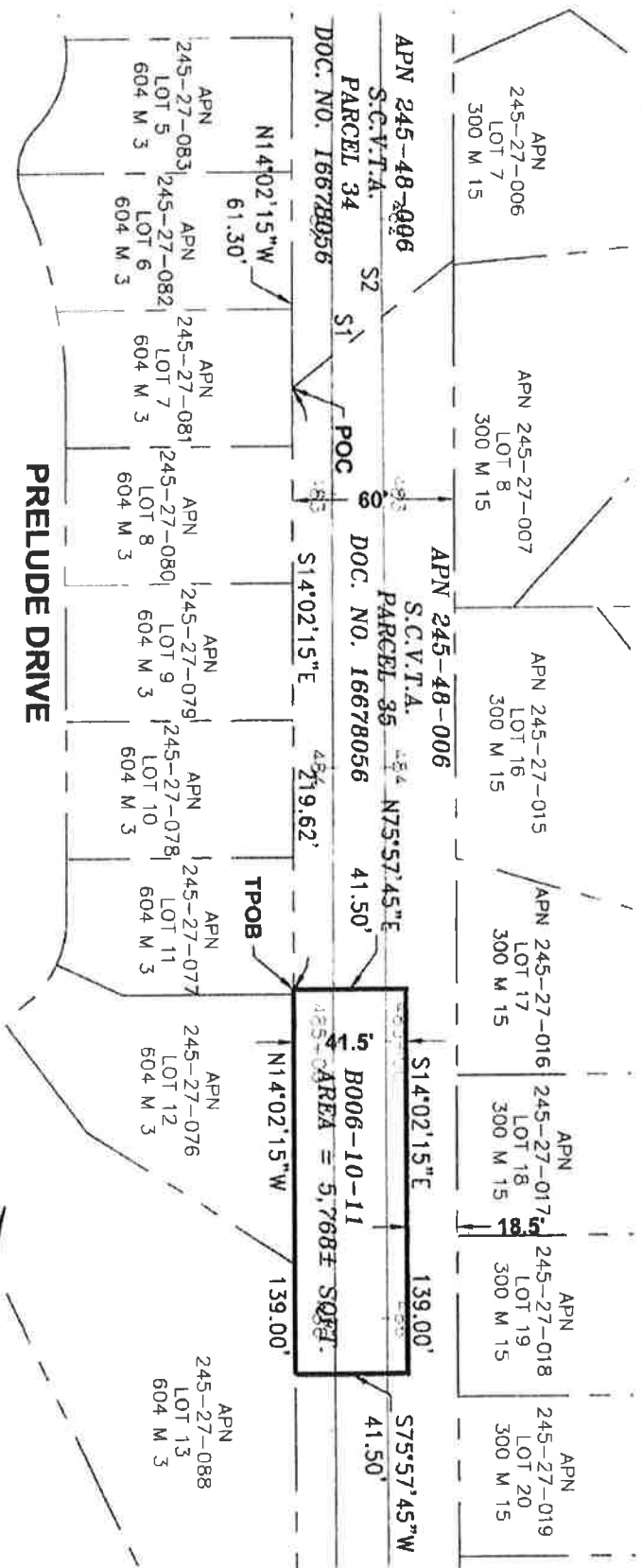
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00305333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 B006-10-10  
 APN'S 244-13-001 & 244-15-006  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH: 408-321-5886  
 FAX: 408-321-5890

SCALE: 1"=60'  
 DATE: 11/21/19  
 Drawn By: H. BRASALI  
 Checked By: J. MCCORRY  
 SHEET: 40 OF 43



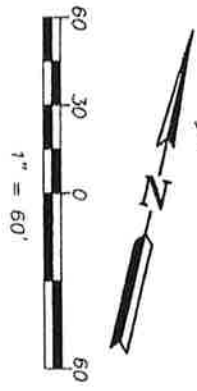
**LEGEND:**

- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING

PLAT TO ACCOMPANY LEGAL DESCRIPTION

**B006-10-11**  
 APN 245-48-006  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

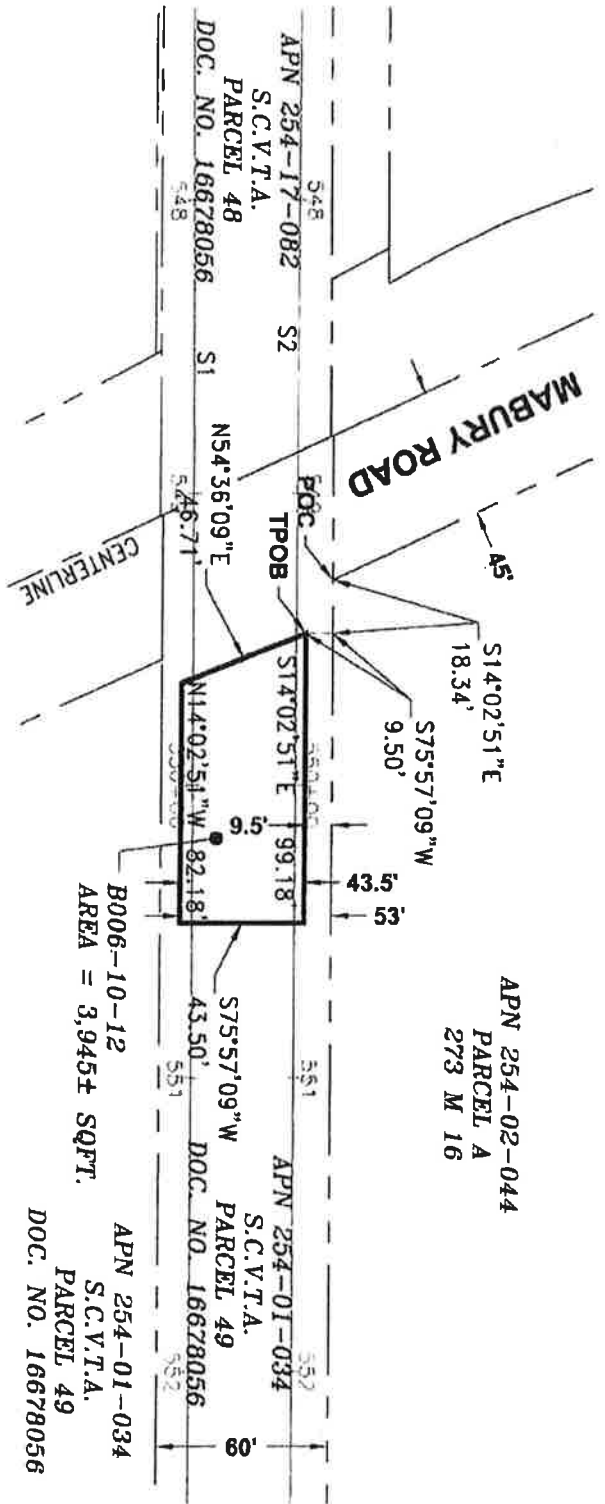
ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 41 OF 43
DATE: 11/21/19			

3331 N. FIRST ST., SUITE A  
 SAN JOSE, CA 95134-1905  
 PH: 408-321-5885  
 FAX: 408-321-5890





**LEGEND:**

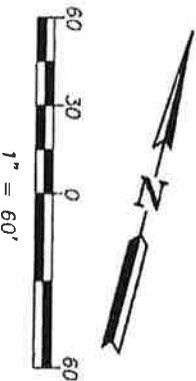
- POC = POINT OF COMMENCEMENT
- S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SOFT = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING

ALL BEARINGS AND DISTANCES SHOWN HERE ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. ALL DISTANCES SHOWN ARE GRID DISTANCES. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**B006-10-12**  
 APN 254-01-034  
 CITY OF SAN JOSE,  
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

B006-10-12  
 AREA = 3,945± SQFT.

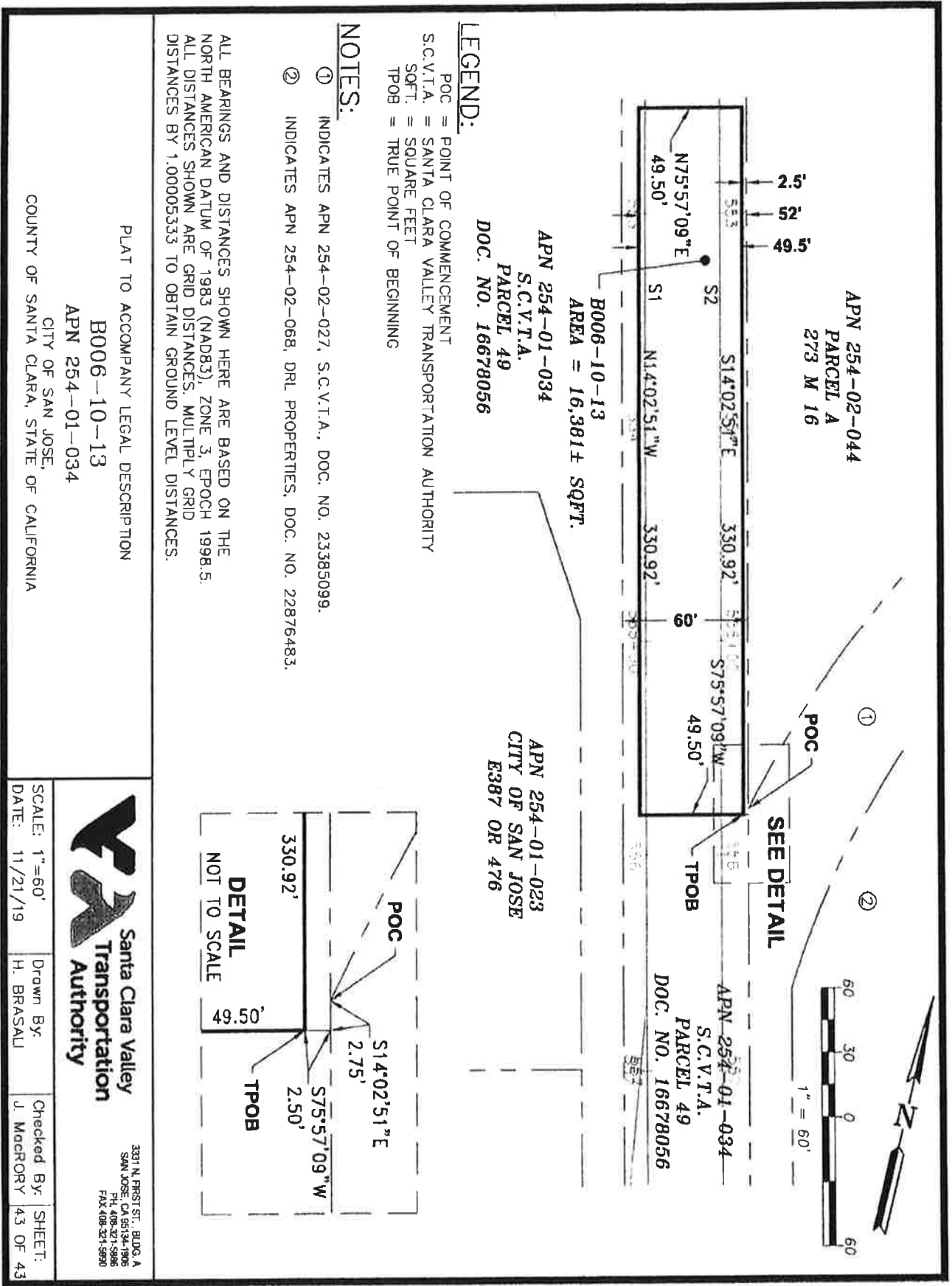
APN 254-01-034  
 S.C.V.T.A.  
 PARCEL 49  
 DOC. NO. 16678056



**VTA** Santa Clara Valley  
 Transportation  
 Authority

3331 N. FIRST ST., BLDG. A  
 SAN JOSE, CA 95134-1906  
 PH. 408-321-5986  
 FAX 408-321-5980

SCALE: 1"=60'	Drawn By: H. BRASALI	Checked By: J. MACRORY	SHEET: 42 OF 43
DATE: 11/21/19			



# Parcel Map Check Report

**Parcel Name: B006-10-01**

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 2,005,310.2064'

East: 6,145,414.0128'

Segment# 1: Line

Course: S21° 38' 55"E

Length: 157.37'

North: 2,005,163.9367'

East: 6,145,472.0687'

Segment# 2: Line

Course: S22° 17' 49"E

Length: 499.84'

North: 2,004,701.4698'

East: 6,145,661.7114'

Segment# 3: Line

Course: S22° 21' 27"E

Length: 364.14'

North: 2,004,364.7027'

East: 6,145,800.2246'

Segment# 4: Line

Course: S22° 11' 08"E

Length: 108.70'

North: 2,004,264.0503'

East: 6,145,841.2705'

Segment# 5: Line

Course: S22° 34' 10"E

Length: 180.96'

North: 2,004,096.9491'

East: 6,145,910.7235'

Segment# 6: Line

Course: S22° 26' 21"E

Length: 325.22'

North: 2,003,796.3530'

East: 6,146,034.8607'

Segment# 7: Line

Course: S22° 30' 33"E

Length: 452.37'

North: 2,003,378.4453'

East: 6,146,208.0421'

Segment# 8: Line

Course: S67° 31' 40"W      Length: 15.92'  
North: 2,003,372.3601'      East: 6,146,193.3310'

Segment# 9: Line  
Course: N22° 28' 20"W      Length: 289.88'  
North: 2,003,640.2281'      East: 6,146,082.5286'

Segment# 10: Line  
Course: S67° 31' 40"W      Length: 27.00'  
North: 2,003,629.9077'      East: 6,146,057.5788'

Segment# 11: Line  
Course: N22° 28' 20"W      Length: 691.50'  
North: 2,004,268.8986'      East: 6,145,793.2630'

Segment# 12: Line  
Course: N67° 31' 40"E      Length: 20.59'  
North: 2,004,276.7689'      East: 6,145,812.2895'

Segment# 13: Line  
Course: N23° 01' 25"W      Length: 399.74'  
North: 2,004,644.6671'      East: 6,145,655.9470'

Segment# 14: Line  
Course: S68° 30' 43"W      Length: 15.64'  
North: 2,004,638.9380'      East: 6,145,641.3941'

Segment# 15: Line  
Course: N21° 29' 17"W      Length: 707.92'  
North: 2,005,297.6533'      East: 6,145,382.0778'

Segment# 16: Line  
Course: N68° 30' 43"E      Length: 34.31'  
North: 2,005,310.2213'      East: 6,145,414.0031'

Perimeter: 4,291.11'      Area: 70,632.91Sq.Ft.  
Error Closure: 0.0178      Course: N33° 12' 54"W  
Error North : 0.01488      East: -0.00974

Precision 1: 241,073.03

**Parcel Name: B006-10-02**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,999,948.2260' East: 6,147,527.8913'

**Segment# 1: Line**

Course: S20° 36' 56"E Length: 720.09'

North: 1,999,274.2477' East: 6,147,781.4320'

**Segment# 2: Line**

Course: S20° 13' 57"E Length: 839.10'

North: 1,998,486.9227' East: 6,148,071.6183'

**Segment# 3: Line**

Course: S69° 37' 00"W Length: 12.99'

North: 1,998,482.3982' East: 6,148,059.4417'

**Segment# 4: Line**

Course: N20° 23' 00"W Length: 902.62'

North: 1,999,328.4992' East: 6,147,745.0597'

**Segment# 5: Line**

Course: S69° 37' 00"W Length: 30.00'

North: 1,999,318.0502' East: 6,147,716.9382'

**Segment# 6: Line**

Course: N20° 23' 00"W Length: 501.95'

North: 1,999,788.5698' East: 6,147,542.1093'

**Segment# 7: Line**

Course: N69° 37' 00"E Length: 30.00'

North: 1,999,799.0188' East: 6,147,570.2308'

Segment# 8: Line  
Course: N20° 23' 00"W Length: 154.61'  
North: 1,999,943.9476' East: 6,147,516.3803'

Segment# 9: Line  
Course: N69° 37' 00"E Length: 12.28'  
North: 1,999,948.2247' East: 6,147,527.8913'

Perimeter: 3,203.64' Area: 36,779.15Sq.Ft.  
Error Closure: 0.0012 Course: S1° 03' 36"E  
Error North : -0.00125 East: 0.00002

Precision 1: 2,669,700.00

**Parcel Name: B006-10-03**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,998,424.5648' East: 6,148,083.7769'

Segment# 1: Line  
Course: S20° 26' 05"E Length: 127.17'  
North: 1,998,305.3975' East: 6,148,128.1770'

Segment# 2: Line  
Course: N69° 33' 55"E Length: 12.38'  
North: 1,998,309.7198' East: 6,148,139.7779'

Segment# 3: Line  
Course: S20° 19' 36"E Length: 1,035.95'  
North: 1,997,338.2812' East: 6,148,499.6381'

Segment# 4: Line  
Course: S69° 37' 00"W Length: 39.14'  
North: 1,997,324.6487' East: 6,148,462.9489'

Segment# 5: Line

Course: N20° 23' 00"W                      Length: 1,163.11'  
North: 1,998,414.9287'                      East: 6,148,057.8384'

Segment# 6: Line  
Course: N69° 37' 00"E                      Length: 27.67'  
North: 1,998,424.5661'                      East: 6,148,083.7758'

Perimeter: 2,405.42'                      Area: 44,602.30Sq.Ft.  
Error Closure: 0.0017                      Course: N37° 46' 46"W  
Error North : 0.00138                      East: -0.00107

Precision 1: 1,414,952.94

**Parcel Name: B006-10-04**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:1,996,583.6097'                      East:6,148,787.3930'

Segment# 1: Line  
Course: S21° 08' 55"E                      Length: 605.46'  
North: 1,996,018.9288'                      East: 6,149,005.8359'

Segment# 2: Line  
Course: S21° 28' 51"E                      Length: 2,085.29'  
North: 1,994,078.4828'                      East: 6,149,769.4481'

Segment# 3: Line  
Course: S68° 37' 00"W                      Length: 24.24'  
North: 1,994,069.6448'                      East: 6,149,746.8768'

Segment# 4: Line  
Course: N21° 23' 00"W                      Length: 2,690.75'  
North: 1,996,575.1687'                      East: 6,148,765.8134'

Segment# 5: Line  
Course: N68° 37' 00"E                      Length: 23.17'

North: 1,996,583.6166'

East: 6,148,787.3884'

Perimeter: 5,428.91'

Area: 60,121.50Sq.Ft.

Error Closure: 0.0083

Course: N34° 10' 13"W

Error North : 0.00687

East: -0.00467

Precision 1: 654,085.54

**Parcel Name: B006-10-05**

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,987,310.5418'

East: 6,152,397.3001'

Segment# 1: Line

Course: S21° 22' 40"E

Length: 699.57'

North: 1,986,659.1041'

East: 6,152,652.3043'

Segment# 2: Line

Course: S68° 37' 20"W

Length: 8.50'

North: 1,986,656.0057'

East: 6,152,644.3891'

Segment# 3: Line

Course: N21° 22' 40"W

Length: 699.57'

North: 1,987,307.4434'

East: 6,152,389.3849'

Segment# 4: Line

Course: N68° 37' 20"E

Length: 8.50'

North: 1,987,310.5418'

East: 6,152,397.3001'

Perimeter: 1,416.13'

Area: 5,946.32Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00"E

Error North : 0.00000

East: 0.00000

Precision 1: 1,416,140,000.00



**Parcel Name: B006-10-06**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,986,252.5484'

East: 6,152,842.1889'

**Segment# 1: Line**

Course: S21° 58' 49"E

Length: 648.84'

North: 1,985,650.8708'

East: 6,153,085.0416'

**Segment# 2: Line**

Course: S68° 01' 11"W

Length: 33.00'

North: 1,985,638.5193'

East: 6,153,054.4403'

**Segment# 3: Line**

Course: N21° 58' 49"W

Length: 648.84'

North: 1,986,240.1969'

East: 6,152,811.5876'

**Segment# 4: Line**

Course: N68° 01' 11"E

Length: 33.00'

North: 1,986,252.5484'

East: 6,152,842.1889'

Perimeter: 1,363.68'

Area: 21,411.76Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00"E

Error North : 0.00000

East: 0.00000

Precision 1: 1,363,680,000.00

**Parcel Name: B006-10-07**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,981,969.5405'

East: 6,154,670.3412'

**Segment# 1: Line**

Course: S23° 00' 44"E

Length: 784.30'

North: 1,981,247.6540'

East: 6,154,976.9456'

Segment# 2: Line  
Course: S66° 59' 16"W Length: 47.00'  
North: 1,981,229.2804' East: 6,154,933.6858'

Segment# 3: Line  
Course: N23° 00' 44"W Length: 1,191.73'  
North: 1,982,326.1743' East: 6,154,467.8058'

Segment# 4: Line  
Course: N66° 59' 16"E Length: 47.00'  
North: 1,982,344.5479' East: 6,154,511.0656'

Segment# 5: Line  
Course: S23° 00' 44"E Length: 407.43'  
North: 1,981,969.5405' East: 6,154,670.3412'

Perimeter: 2,477.46' Area: 56,011.27Sq.Ft.  
Error Closure: 0.0000 Course: N0° 00' 00"E  
Error North : 0.00000 East: 0.00000

Precision 1: 2,477,460,000.00

**Parcel Name: B2252-01-11**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:1,974,808.8515' East:6,157,854.4757'

Segment# 1: Line  
Course: N23° 01' 00"W Length: 100.60'  
North: 1,974,901.4428' East: 6,157,815.1413'

Segment# 2: Line  
Course: S66° 59' 00"W Length: 9.25'  
North: 1,974,897.8261' East: 6,157,806.6276'

Segment# 3: Line

Course: N23° 01' 00"W                      Length: 31.17'  
North: 1,974,926.5147'                      East: 6,157,794.4402'

Segment# 4: Line  
Course: N66° 59' 00"E                      Length: 9.25'  
North: 1,974,930.1314'                      East: 6,157,802.9538'

Segment# 5: Line  
Course: N23° 01' 00"W                      Length: 120.67'  
North: 1,975,041.1950'                      East: 6,157,755.7720'

Segment# 6: Line  
Course: N66° 59' 00"E                      Length: 15.17'  
North: 1,975,047.1264'                      East: 6,157,769.7343'

Segment# 7: Line  
Course: N23° 01' 00"W                      Length: 13.17'  
North: 1,975,059.2480'                      East: 6,157,764.5849'

Segment# 8: Line  
Course: N66° 59' 00"E                      Length: 214.17'  
North: 1,975,142.9882'                      East: 6,157,961.7050'

Segment# 9: Line  
Course: S23° 01' 00"E                      Length: 12.08'  
North: 1,975,131.8699'                      East: 6,157,966.4283'

Segment# 10: Line  
Course: N66° 59' 00"E                      Length: 20.67'  
North: 1,975,139.9519'                      East: 6,157,985.4528'

Segment# 11: Line  
Course: S23° 01' 00"E                      Length: 253.75'  
North: 1,974,906.4026'                      East: 6,158,084.6688'

Segment# 12: Line  
Course: S66° 59' 00"W                      Length: 19.92'  
North: 1,974,898.6139'                      East: 6,158,066.3346'

Segment# 13: Line  
Course: S23° 01' 00"E Length: 13.17'  
North: 1,974,886.4923' East: 6,158,071.4840'

Segment# 14: Line  
Course: S66° 59' 00"W Length: 210.17'  
North: 1,974,804.3161' East: 6,157,878.0454'

Segment# 15: Line  
Course: N23° 01' 00"W Length: 13.40'  
North: 1,974,816.6494' East: 6,157,872.8060'

Segment# 16: Line  
Course: S66° 59' 00"W Length: 19.92'  
North: 1,974,808.8607' East: 6,157,854.4718'

Perimeter: 1,076.50' Area: 69,059.45Sq.Ft.  
Error Closure: 0.0100 Course: N23° 01' 00"W  
Error North : 0.00920 East: -0.00391

Precision 1: 107,653.00

**Parcel Name: B006-10-09A**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,975,052.0021' East: 6,157,604.7558'

Segment# 1: Line  
Course: N67° 37' 09"E Length: 12.87'  
North: 1,975,056.9025' East: 6,157,616.6563'

Segment# 2: Line  
Course: S22° 22' 51"E Length: 35.63'  
North: 1,975,023.9563' East: 6,157,630.2228'

Segment# 3: Line Course: S67° 37' 09"W North: 1,975,021.5918'	Length: 6.21' East: 6,157,624.4806'
Segment# 4: Line Course: S22° 22' 51"E North: 1,975,002.2476'	Length: 20.92' East: 6,157,632.4461'
Segment# 5: Line Course: N67° 37' 09"E North: 1,975,004.1096'	Length: 4.89' East: 6,157,636.9678'
Segment# 6: Line Course: S22° 22' 51"E North: 1,974,971.6073'	Length: 35.15' East: 6,157,650.3516'
Segment# 7: Line Course: N67° 37' 09"E North: 1,974,973.8690'	Length: 5.94' East: 6,157,655.8441'
Segment# 8: Line Course: S22° 22' 51"E North: 1,974,945.8607'	Length: 30.29' East: 6,157,667.3774'
Segment# 9: Line Course: S76° 00' 50"E North: 1,974,942.8444'	Length: 12.48' East: 6,157,679.4874'
Segment# 10: Line Course: S22° 22' 51"E North: 1,974,816.3028'	Length: 136.85' East: 6,157,731.5945'
Segment# 11: Line Course: S67° 37' 09"W North: 1,974,814.3914'	Length: 5.02' East: 6,157,726.9527'
Segment# 12: Line Course: S22° 22' 51"E	Length: 50.52'

North: 1,974,767.6769'

East: 6,157,746.1887'

Segment# 13: Line

Course: N67° 37' 09"E

North: 1,974,770.3422'

Length: 7.00'

East: 6,157,752.6614'

Segment# 14: Line

Course: S22° 22' 51"E

North: 1,974,747.7802'

Length: 24.40'

East: 6,157,761.9520'

Segment# 15: Line

Course: S67° 37' 09"W

North: 1,974,745.4652'

Length: 6.08'

East: 6,157,756.3300'

Segment# 16: Line

Course: S22° 22' 51"E

North: 1,974,717.3366'

Length: 30.42'

East: 6,157,767.9128'

Segment# 17: Line

Course: N67° 37' 09"E

North: 1,974,719.9068'

Length: 6.75'

East: 6,157,774.1543'

Segment# 18: Line

Course: S22° 22' 51"E

North: 1,974,644.6198'

Length: 81.42'

East: 6,157,805.1559'

Segment# 19: Line

Course: S29° 14' 57"W

North: 1,974,624.1858'

Length: 23.42'

East: 6,157,793.7127'

Segment# 20: Line

Course: S22° 22' 51"E

North: 1,974,560.9936'

Length: 68.34'

East: 6,157,819.7339'

Segment# 21: Curve

Length: 16.64'

Delta: 2°07'25"

Chord: 16.64'

Radius: 449.07'

Tangent: 8.32'

Course: N39° 51' 47"W

Course In: N49° 04' 30"E  
RP North: 1,974,855.1662'  
End North: 1,974,573.7687'

Course Out: S51° 11' 55"W  
East: 6,158,159.0367'  
East: 6,157,809.0662'

Segment# 22: Line  
Course: N22° 22' 51"W  
North: 1,974,624.5148'

Length: 54.88'  
East: 6,157,788.1700'

Segment# 23: Line  
Course: N29° 14' 57"E  
North: 1,974,644.9488'

Length: 23.42'  
East: 6,157,799.6132'

Segment# 24: Line  
Course: N22° 22' 51"W  
North: 1,974,713.3747'

Length: 74.00'  
East: 6,157,771.4369'

Segment# 25: Line  
Course: S67° 37' 09"W  
North: 1,974,710.8045'

Length: 6.75'  
East: 6,157,765.1954'

Segment# 26: Line  
Course: N22° 22' 51"W  
North: 1,974,748.1798'

Length: 40.42'  
East: 6,157,749.8050'

Segment# 27: Line  
Course: N67° 37' 09"E  
North: 1,974,750.4948'

Length: 6.08'  
East: 6,157,755.4270'

Segment# 28: Line  
Course: N22° 22' 51"W  
North: 1,974,763.8101'

Length: 14.40'  
East: 6,157,749.9440'

Segment# 29: Line  
Course: S67° 37' 09"W  
North: 1,974,761.1448'

Length: 7.00'  
East: 6,157,743.4713'

Segment# 30: Line  
Course: N22° 22' 51"W

Length: 60.52'

North: 1,974,817.1060'

East: 6,157,720.4277'

Segment# 31: Line

Course: N67° 37' 09"E

North: 1,974,819.0175'

Length: 5.02'

East: 6,157,725.0695'

Segment# 32: Line

Course: N22° 22' 51"W

North: 1,974,938.5962'

Length: 129.32'

East: 6,157,675.8295'

Segment# 33: Line

Course: N76° 00' 50"W

North: 1,974,941.6125'

Length: 12.48'

East: 6,157,663.7195'

Segment# 34: Line

Course: N22° 22' 51"W

North: 1,974,967.3277'

Length: 27.81'

East: 6,157,653.1305'

Segment# 35: Line

Course: S67° 37' 09"W

North: 1,974,965.0659'

Length: 5.94'

East: 6,157,647.6380'

Segment# 36: Line

Course: N22° 22' 51"W

North: 1,974,997.5682'

Length: 35.15'

East: 6,157,634.2542'

Segment# 37: Line

Course: S67° 37' 09"W

North: 1,974,995.7063'

Length: 4.89'

East: 6,157,629.7326'

Segment# 38: Line

Course: N22° 22' 51"W

North: 1,975,024.2972'

Length: 30.92'

East: 6,157,617.9594'

Segment# 39: Line

Course: N67° 37' 09"E

North: 1,975,026.6617'

Length: 6.21'

East: 6,157,623.7017'



Segment# 40: Line  
Course: N22° 22' 51"W Length: 25.63'  
North: 1,975,050.3611' East: 6,157,613.9427'

Segment# 41: Line  
Course: S67° 37' 09"W Length: 19.74'  
North: 1,975,042.8449' East: 6,157,595.6897'

Segment# 42: Line  
Course: N22° 22' 51"W Length: 10.77'  
North: 1,975,052.8036' East: 6,157,591.5889'

Segment# 43: Line  
Course: N67° 37' 09"E Length: 5.00'  
North: 1,975,054.7074' East: 6,157,596.2123'

Segment# 44: Line  
Course: S22° 22' 51"E Length: 5.77'  
North: 1,975,049.3720' East: 6,157,598.4093'

Segment# 45: Line  
Course: N67° 37' 09"E Length: 6.87'  
North: 1,975,051.9879' East: 6,157,604.7618'

Perimeter: 1,240.21' Area: 3,047.26Sq.Ft.  
Error Closure: 0.0154 Course: S22° 50' 58"E  
Error North : -0.01418 East: 0.00597

Precision 1: 80,534.42

**Parcel Name: B006-10-08**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,974,897.7089' East: 6,157,582.8653'

Segment# 1: Line

Course: S22° 59' 47"E                      Length: 128.35'  
North: 1,974,779.5590'                      East: 6,157,633.0082'

Segment# 2: Line  
Course: N66° 17' 15"E                      Length: 5.79'  
North: 1,974,781.8874'                      East: 6,157,638.3094'

Segment# 3: Line  
Course: S23° 01' 12"E                      Length: 60.48'  
North: 1,974,726.2235'                      East: 6,157,661.9602'

Segment# 4: Line  
Course: S63° 37' 40"W                      Length: 5.80'  
North: 1,974,723.6471'                      East: 6,157,656.7639'

Segment# 5: Line  
Course: S22° 54' 41"E                      Length: 14.53'  
North: 1,974,710.2634'                      East: 6,157,662.4205'

Segment# 6: Line  
Course: N68° 59' 02"E                      Length: 5.65'  
North: 1,974,712.2897'                      East: 6,157,667.6947'

Segment# 7: Line  
Course: S22° 57' 01"E                      Length: 40.84'  
North: 1,974,674.6824'                      East: 6,157,683.6195'

Segment# 8: Line  
Course: S67° 37' 09"W                      Length: 5.92'  
North: 1,974,672.4283'                      East: 6,157,678.1454'

Segment# 9: Line  
Course: S23° 27' 45"E                      Length: 73.38'  
North: 1,974,605.1153'                      East: 6,157,707.3616'

Segment# 10: Line  
Course: S75° 50' 19"E                      Length: 27.12'  
North: 1,974,598.4803'                      East: 6,157,733.6574'

Segment# 11: Line  
Course: S22° 51' 14"E                      Length: 244.54'  
North: 1,974,373.1371'                      East: 6,157,828.6325'

Segment# 12: Line  
Course: S67° 37' 09"W                      Length: 6.05'  
North: 1,974,370.8335'                      East: 6,157,823.0382'

Segment# 13: Line  
Course: S22° 22' 51"E                      Length: 33.50'  
North: 1,974,339.8570'                      East: 6,157,835.7937'

Segment# 14: Line  
Course: N67° 37' 09"E                      Length: 7.13'  
North: 1,974,342.5718'                      East: 6,157,842.3866'

Segment# 15: Line  
Course: S22° 22' 51"E                      Length: 12.92'  
North: 1,974,330.6250'                      East: 6,157,847.3060'

Segment# 16: Line  
Course: S67° 37' 09"W                      Length: 5.00'  
North: 1,974,328.7212'                      East: 6,157,842.6827'

Segment# 17: Line  
Course: N22° 22' 51"W                      Length: 7.92'  
North: 1,974,336.0446'                      East: 6,157,839.6670'

Segment# 18: Line  
Course: S67° 37' 09"W                      Length: 7.13'  
North: 1,974,333.3298'                      East: 6,157,833.0741'

Segment# 19: Line  
Course: N22° 22' 51"W                      Length: 43.50'  
North: 1,974,373.5531'                      East: 6,157,816.5110'

Segment# 20: Line

Course: N67° 37' 09"E                      Length: 6.01'  
North: 1,974,375.8415'                      East: 6,157,822.0683'

Segment# 21: Line  
Course: N22° 51' 14"W                      Length: 237.01'  
North: 1,974,594.2458'                      East: 6,157,730.0178'

Segment# 22: Line  
Course: N75° 50' 19"W                      Length: 27.09'  
North: 1,974,600.8734'                      East: 6,157,703.7510'

Segment# 23: Line  
Course: N23° 27' 45"W                      Length: 80.93'  
North: 1,974,675.1122'                      East: 6,157,671.5288'

Segment# 24: Line  
Course: N67° 37' 09"E                      Length: 5.97'  
North: 1,974,677.3854'                      East: 6,157,677.0491'

Segment# 25: Line  
Course: N22° 57' 01"W                      Length: 30.95'  
North: 1,974,705.8855'                      East: 6,157,664.9807'

Segment# 26: Line  
Course: S68° 59' 02"W                      Length: 5.66'  
North: 1,974,703.8556'                      East: 6,157,659.6972'

Segment# 27: Line  
Course: N22° 54' 41"W                      Length: 24.08'  
North: 1,974,726.0359'                      East: 6,157,650.3227'

Segment# 28: Line  
Course: N63° 37' 40"E                      Length: 5.79'  
North: 1,974,728.6078'                      East: 6,157,655.5101'

Segment# 29: Line  
Course: N23° 01' 12"W                      Length: 50.70'  
North: 1,974,775.2705'                      East: 6,157,635.6838'

Segment# 30: Line  
Course: S66° 17' 15"W Length: 5.79'  
North: 1,974,772.9421' East: 6,157,630.3826'

Segment# 31: Line  
Course: N22° 59' 47"W Length: 133.41'  
North: 1,974,895.7499' East: 6,157,578.2629'

Segment# 32: Line  
Course: N67° 00' 13"E Length: 5.00'  
North: 1,974,897.7033' East: 6,157,582.8656'

Perimeter: 1,353.91' Area: 3,359.77Sq.Ft.  
Error Closure: 0.0056 Course: S2° 30' 05"E  
Error North : -0.00563 East: 0.00025

Precision 1: 241,775.00

**Parcel Name: B006-10-10**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,970,839.2895' East: 6,159,355.0079'

Segment# 1: Curve  
Length: 519.72' Radius: 5,734.85'  
Delta: 5°11'33" Tangent: 260.04'  
Chord: 519.54' Course: S16° 36' 44"E  
Course In: S70° 47' 29"W Course Out: N75° 59' 02"E  
RP North: 1,968,952.4747' East: 6,153,939.4345'  
End North: 1,970,341.4251' East: 6,159,503.5446'

Segment# 2: Line  
Course: S14° 00' 58"E Length: 2,602.87'  
North: 1,967,816.0486' East: 6,160,133.9460'

Segment# 3: Line  
Course: S75° 59' 02"W Length: 35.75'  
North: 1,967,807.3902' East: 6,160,099.2604'

Segment# 4: Line  
Course: N14° 00' 28"W Length: 1,116.57'  
North: 1,968,890.7566' East: 6,159,828.9906'

Segment# 5: Line  
Course: N14° 00' 32"W Length: 479.38'  
North: 1,969,355.8790' East: 6,159,712.9459'

Segment# 6: Line  
Course: N14° 00' 50"W Length: 774.24'  
North: 1,970,107.0753' East: 6,159,525.4582'

Segment# 7: Line  
Course: N14° 00' 58"W Length: 232.68'  
North: 1,970,332.8279' East: 6,159,469.1043'

Segment# 8: Curve  
Length: 516.50' Radius: 5,699.35'  
Delta: 5°11'33" Tangent: 258.43'  
Chord: 516.33' Course: N16° 36' 44"W  
Course In: S75° 59' 02"W Course Out: N70° 47' 29"E  
RP North: 1,968,952.4754' East: 6,153,939.4373'  
End North: 1,970,827.6104' East: 6,159,321.4870'

Segment# 9: Line  
Course: N70° 47' 29"E Length: 35.50'  
North: 1,970,839.2902' East: 6,159,355.0106'

Perimeter: 6,313.21' Area: 111,023.21Sq.Ft.  
Error Closure: 0.0029 Course: N76° 18' 33"E  
Error North : 0.00068 East: 0.00277

Precision 1: 2,176,968.97

**Parcel Name: B006-10-11**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,964,237.8485'

East: 6,160,991.2725'

**Segment# 1: Line**

Course: N75° 57' 45"E

Length: 41.50'

North: 1,964,247.9146'

East: 6,161,031.5332'

**Segment# 2: Line**

Course: S14° 02' 15"E

Length: 139.00'

North: 1,964,113.0655'

East: 6,161,065.2486'

**Segment# 3: Line**

Course: S75° 57' 45"W

Length: 41.50'

North: 1,964,102.9994'

East: 6,161,024.9879'

**Segment# 4: Line**

Course: N14° 02' 15"W

Length: 139.00'

North: 1,964,237.8485'

East: 6,160,991.2725'

Perimeter: 360.99'

Area: 5,768.06Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00"E

Error North : 0.00000

East: 0.00000

Precision 1: 361,000,000.00

**Parcel Name: B006-10-12**

**Description:**

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,957,976.9751'

East: 6,162,611.0816'

**Segment# 1: Line**

Course: S14° 02' 51"E

Length: 99.18'

North: 1,957,880.7611'

East: 6,162,635.1552'

Segment# 2: Line

Course: S75° 57' 09"W

Length: 43.50'

North: 1,957,870.2025'

East: 6,162,592.9561'

Segment# 3: Line

Course: N14° 02' 51"W

Length: 82.18'

North: 1,957,949.9249'

East: 6,162,573.0088'

Segment# 4: Line

Course: N54° 36' 09"E

Length: 46.71'

North: 1,957,976.9815'

East: 6,162,611.0846'

Perimeter: 271.56'

Area: 3,944.50Sq.Ft.

Error Closure: 0.0070

Course: N25° 24' 18"E

Error North : 0.00636

East: 0.00302

Precision 1: 38,795.71

**Parcel Name: B006-10-13**

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,957,364.2641'

East: 6,162,771.6026'

Segment# 1: Line

Course: S75° 57' 09"W

Length: 49.50'

North: 1,957,352.2492'

East: 6,162,723.5829'

Segment# 2: Line

Course: N14° 02' 51"W

Length: 330.92'

North: 1,957,673.2730'

East: 6,162,643.2599'

Segment# 3: Line

Course: N75° 57' 09"E

Length: 49.50'

North: 1,957,685.2879'

East: 6,162,691.2796'



**Segment# 4: Line**

**Course: S14° 02' 51"E**

**North: 1,957,364.2641'**

**Length: 330.92'**

**East: 6,162,771.6026'**

**Perimeter: 760.85'**

**Error Closure: 0.0000**

**Error North : 0.00000**

**Area: 16,380.71Sq.Ft.**

**Course: N0° 00' 00"E**

**East: 0.00000**

**Precision 1: 760,840,000.00**

**Approval as to Form**

**General Counsel's Office**

The attached document, entitled "COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY," is approved as to form by the undersigned attorney.

**By:**

  
Victor Pappalardo

**Senior Assistant Counsel**

VTA BART Operations and Maintenance Agreement

Exhibit N: Cost Model Description and Operation



## EXHIBIT N

### COST MODEL DESCRIPTION AND OPERATION

#### 1. GENERAL SUMMARY

A cost model will be used to calculate BART's "routine" O&M costs attributable to the SVRT Extension each year. As of the Effective Date, the cost model to be used for such calculation is the "**O&M Cost Model**" (also referred to herein as the "**Cost Model**"). Any modifications to the O&M Cost Model will be made in accordance with the terms of **Section V** of the O&M Agreement.

The O&M Cost Model provides a mechanism to estimate routine systemwide operating and maintenance costs for a given Service Plan Scenario. The two Service Plan Scenarios relevant to this Agreement are: 1) "**With SVRT Extension**" and 2) "**Without SVRT Extension.**"

The Cost Model contains data entry input points for "**Cost Drivers**" (identified in Table 1 below) and "**Expense Line Items,**" (which, for purposes of this Agreement, are those line items that match financial accounts in each cost center identified in BART's operating budget or BART's end-of-year actual expense as documented in BART's Budget Performance Report or equivalent). Each Expense Line Item in the Cost Model will be logically assigned to each of the O&M Cost Drivers from 0% to 100%.

The O&M Cost Model will be used twice per fiscal year, first prior to the beginning of the fiscal year using forecast and budgeted inputs, and then again after the completion of the fiscal year using actual inputs. When the O&M Cost Model is used, direct costs for both Service Plan Scenarios will be determined (using the O&M Cost Driver values associated with each Service Plan Scenario) and the difference between these will be an estimate of the routine direct costs attributable to the SVRT Extension. In addition, the O&M Cost Model will be used to determine VTA's share of fixed costs as further described below.

#### 2. INSERTING INPUTS INTO THE MODEL

##### 2.1. O&M Cost Drivers

The categories of O&M Cost Drivers in the Cost Model will be comprised of "**Service Statistics,**" "**System Characteristics,**" "**Linked Passenger Trips,**" "**Report Locations**" and "**Fixed**" set forth below. More specifically, these categories include:

<b>Table 1: BART O&amp;M Cost Model O&amp;M Cost Driver Categories</b>		
<b><u>Cost Driver</u></b>	<b><u>Category</u></b>	<b><u>Description</u></b>
<b>Fixed</b>	<b>Fixed</b>	Does not change regardless of service levels or system characteristics
<b>Linked Passenger Trips</b>	<b>Linked Passenger Trips</b>	A revenue trip regardless of whether a transfer is needed.
<b>Peak Vehicles</b>	<b>Service Statistics</b>	Number of cars needed to operate Peak Period (maximum) service; includes Ready Reserve Vehicles
<b>Fleet Vehicles</b>	<b>Service Statistics</b>	Peak Vehicles plus spares
<b>Peak Trains</b>	<b>Service Statistics</b>	Number of trains needed to operate Peak Period (maximum) service
<b>Total Car-Miles</b>	<b>Service Statistics</b>	Annual car-miles travelled, including regular scheduled service, contingency, special events and non-revenue service
<b>Total Car-Hours</b>	<b>Service Statistics</b>	Annual car-hours operated, including regular scheduled service, contingency, special events and non-revenue service
<b>Total Train-Hours</b>	<b>Service Statistics</b>	Annual train-hours operated, including regular scheduled service, contingency, special events and non-revenue service
<b>Revenue Route Miles</b>	<b>System Characteristic</b>	Miles of revenue guideway/trackbed (not directional)
<b>Total Stations</b>	<b>System Characteristic</b>	All BART stations
<b>Non-Subway Stations</b>	<b>System Characteristic</b>	All BART stations minus subway stations
<b>Subway Stations</b>	<b>System Characteristic</b>	All BART subway stations
<b>Parking Spaces</b>	<b>System Characteristic</b>	Systemwide as counted by BART for BART-maintained parking lots
<b>Service &amp; Inspection Yards</b>	<b>System Characteristic</b>	Yards associated with routine service and inspection (i.e., Daly City, Concord, Richmond, Hayward/S. Bay, future Newhall)
<b>Report Locations - Transportation</b>	<b>Report Locations</b>	Terminal stations excluding yards
<b>Report Locations - Police</b>	<b>Report Locations</b>	Number of BART police districts

## **2.2. Service Plan Scenarios**

**2.2.1.** The two “**Service Plan Scenarios**” used in the Cost Model are: “With SVRT Extension” and “Without SVRT Extension.” BART will create O&M Cost Driver inputs for each of the above scenarios. The O&M Cost

Driver inputs for the "With SVRT Extension" scenario will reflect the inputs for the entire BART system including the Core System and the SVRT Extension. The O&M Cost Driver inputs for the "Without SVRT Extension" Service Plan Scenario will match the With SVRT Extension Service Plan Scenario, but will exclude statistics for:

- Revenue Service operated south of Warm Springs/South Fremont Station.
- Any service north of Warm Springs/South Fremont Station that may be required to mitigate any impacts of SVRT Extension on the Core System, including crowding. (Service attributable to the SVRT Extension includes added Commute Capacity on the Core System required by added riders from VTA stations.)
- Any non- Revenue Service required to support operation of the SVRT Extension (beyond the deadheading that would have been required in order to operate with WSX as a terminus station).

**2.2.2** VTA's share of Commute Capacity on each line will be based on the number of Peak Hour, Peak Direction passengers at the Peak Load Point with origins or destinations at SVRT stations as share of Excess Peak Load on that line.

**2.2.3** Prior to Revenue Service on Segment I, the Parties believe that the SVRT Extension's impact on Core System Peak Hour, Peak Direction crowding will be felt on the Green Line and the Orange Line, which will operate between Santa Clara County and San Francisco. The Parties will periodically reevaluate travel patterns to assess whether SVRT is contributing to Peak Period crowding on other lines.

**2.2.4** To determine VTA's share of Commute Capacity for each line of service, the Parties will perform the following steps using BART's Passenger Flow Model (PFM) or equivalent:

- Determine Peak Load Point and Peak Hour, Peak Direction load on that line.
- Compare with Peak Load Capacity provided by base service on the line without Commute Trains (e.g., at 15-minute headways and 10-car trains allowing 115 passengers/train, Peak Load Capacity = 4 trains per hour x 10-cars x 115 = 4600 passengers per hour.)
- If Peak Hour, Peak Direction capacity of base service is more than Peak Hour Load for the line, then VTA will not share in the costs of providing any extra Commute Capacity. For example, if the Peak Hour Load is 4,500 (BART and SVRT passengers), and Peak Load Capacity is 4,600,

- then there is no Excess Peak Load. If there is no Excess Peak Load, then VTA's share would be 0%.
- If Peak Hour, Peak Direction capacity of base service is less than Peak Hour Load for the line, then quantify Excess Peak Load. For example, if the Peak Hour Load is 5,600, and Peak Load Capacity is 4,600, then the Excess Peak Load will equal 1,000.
  - To determine VTA's share of Excess Peak Load on the line, determine the number of Excess Peak Load passengers on the line who had origins or destinations at SVRT stations, then divide this number by total Excess Peak Load on the line to determine VTA's share of total Excess Peak Load. For example, if 300 of the 1,000 Excess Peak Load passengers had origins or destinations in the SVRT Extension, VTA's share would be 30% and BART's share would be 70%.

### **2.3. Timing of Inserting Inputs and Using Model**

BART will update the Cost Model with appropriate inputs applied twice each year. The first update will take place prior to the beginning of the fiscal year. As part of the Cost Model update, the Expense Line Item values will be updated based on BART's fiscal year preliminary operating budget. BART will provide VTA with O&M Cost Driver inputs and assumptions upon which they are based for both "With SVRT Extension" and "Without SVRT Extension" no later than the second week of May prior to budget adoption.

BART will update the Cost Model with appropriate inputs applied for a second time at the conclusion of each fiscal year, based on the fiscal year actual expenses and fiscal year actual O&M Cost Driver inputs as specified in Table 2, below. Expense Line Items will be updated to match BART's final Budget Performance Report ("BPR"), or equivalent, for the fiscal year. The BPR is the responsibility of BART's Finance Department and the final BPR serves as the basis for BART's audited financial statements. Actual values of O&M Cost Driver inputs will be updated for each Service Plan Scenario as determined by BART's Operations Planning Department and will be based on and/or match data as reported in BART's National Transit Database (NTD) report. The System Characteristic values will reflect the actual System Characteristics for that year.

Table 2 specifies how actual O&M Cost Driver statistics will be obtained/calculated for the "With SVRT Extension" and "Without SVRT Extension" Service Plan Scenarios. This table is provided to demonstrate how O&M Cost Driver statistics can be determined using existing BART reporting and tools, and is not intended to preclude a different process should BART develop and use updated tools and methods. Each O&M Cost Driver statistic as developed for "With SVRT Extension" and "Without SVRT Extension" should reflect the same time period or point of time.



<b>Table 2: Source Documentation</b>		
<b>O&amp;M Cost Driver</b>	<b>"With SVRT Extension"</b>	<b>"Without SVRT Extension"</b>
Linked Passenger Trips	BART fare records of entries and exits (summary matrix format). excluding trips to and from BART to Antioch and Oakland Airport extensions	BART fare records of entries and exits (summary matrix format); subtract all entries/exits from SVRT stations, excluding trips to and from BART to Antioch and Oakland Airport extensions
Fixed	Set at 1, by definition not changed	Set at 1, by definition not changed
Peak Vehicles	From SCRAM, as reporting in NTD June 30	Peak vehicle requirement to deliver non-SVRT service plan as estimated by BART Operations Planning via service plan model.*
Fleet Vehicles	Total Number of Revenue Vehicles	Subtract the number of Revenue Vehicles VTA owns from the total number of Revenue Vehicles under the "With SVRT Extension" scenario.
Peak Trains	From SCRAM (or equivalent), as reported in NTD	Peak trains requirement to deliver non-SVRT service plan as estimated by BART Operations Planning via service plan model.*
Total Car-Miles	NTD Report (MARIS or equivalent)	"With SVRT Extension" value, less all service south of the WSX platform measured in MARIS (or equivalent), further adjusted as follows: 1. add back estimated deadhead driven by WSX**; 2. subtract out SVRT share of Commute Capacity,* and 3. subtract out SVRT Event Trains as documented in Weekend Memo (or equivalent)
Total Car-Hours	NTD Report (MARIS or equivalent)	"With SVRT Extension" value, less all service south of the WSX platform measured in MARIS (or equivalent), further adjusted as follows: 1. add back estimated deadhead driven by WSX**; 2. subtract out SVRT share of Commute Capacity,* and 3. subtract out SVRT Event Trains as documented in Weekend Memo (or equivalent)
Total Train-Hours	NTD Report (MARIS or equivalent)	"With SVRT Extension" value, less all service south of the WSX platform measured in MARIS (or equivalent), further adjusted as follows: 1. add back estimated deadhead driven by WSX**; 2. subtract out SVRT share of Commute Capacity,* and 3. subtract out SVRT Event Trains as documented in Weekend Memo (or equivalent)
Revenue Route Miles***	As measured	As measured
Total Stations***	As counted	As counted
Non-Subway Stations***	As counted	As counted
Subway Stations***	As counted	As counted
Parking Spaces***	Systemwide as counted by BART. Should be the same for "With" and "Without SVRT Extension"	Systemwide as counted by BART. Should be the same for With SVRT Extension and Without SVRT Extension
Service & Inspection Yards	As counted	Calculate proportion of SVRT car-hours to average car-hours serviced per inspection yard, subtracted from With SVRT Extension total count (proposed approach)

<b>Table 2: Source Documentation</b>		
<b>O&amp;M Cost Driver</b>	<b>"With SVRT Extension"</b>	<b>"Without SVRT Extension"</b>
Report Locations Transportation	As counted	As counted; BART provides VTA with list of locations for both With SVRT Extension and Without SVRT Extension if there are any differences reported
Report Locations Police	As counted	As counted; BART provides VTA with list of locations for both With SVRT Extension and Without SVRT Extension if there are any differences reported

\* Reflects adjustments based on calculated VTA share of Commute Capacity as described in **Section 2.2**.

\*\* BART would perform and VTA would review a one-time estimate prior to Revenue Service on Segment I. The estimate would use existing deadhead from WSX, and adjust to reflect that current deadheading is inefficient and not reflective of deadhead practice if WSX was built to be an end-of-line station. This adjustment would be based on a more typical end-of-line configuration. The resulting WSX deadhead estimate would be added back to "Without SVRT Extension" values for Total Car-Miles, Total Car-Hours, and Total Train-Miles.

\*\*\* Facility-related O&M Cost Drivers may require proration for partial-year service.

### **3. SUMMARY OF STEPS FOR CALCULATING SVRT NET RAIL O&M COSTS**

The steps for using the Cost Model to calculate "SVRT Net Rail O&M Costs" are as follows:

#### **3.1 Insert Cost Model Inputs.**

The Cost Model will be updated with appropriate inputs as set forth above.

#### **3.2 Calculate SVRT Routine Direct Costs**

Direct costs are the variable costs calculated by the Cost Model. As noted above, the Cost Model will calculate Direct Costs for two Service Plan Scenarios, using Unit Costs. The difference between the Cost Model results for the With SVRT Extension service scenario and the Without SVRT Extension service scenario will be the "SVRT Routine Direct Costs."

#### **3.3 Certain Exclusions from O&M Cost Model Calculations**

For purposes of calculating **SVRT Net Rail O&M Costs**, certain BART costs will be excluded from cost calculations because they will be incurred and paid for directly by VTA or because they will duplicate costs that VTA will pay through other means or because the Parties have reached separate agreement on such. Currently the following cost categories will be excluded from the SVRT Routine Direct Cost calculation:

- ADA Paratransit, except as set forth in **Section II.N.4**
- Oakland Airport Connector expenses
- BART to Antioch expenses
- Any other operating and maintenance costs determined, by mutual agreement of both Parties, to be excluded from the SVRT Routine Direct Cost calculations.

### **3.4 Calculate SVRT Fixed Costs**

VTA will be responsible for a proportional share of the Systemwide Fixed Costs ("SVRT Fixed Costs"), which are calculated as follows:

$$SVRT \text{ Fixed Costs} = \text{Systemwide Fixed Overhead Rate} \times SVRT \text{ Routine Direct Costs}$$

The **Systemwide Fixed Overhead Rate** will be calculated (using the "With SVRT Extension" scenario) as follows:

$$\text{Systemwide Fixed Overhead Rate} = (\text{Systemwide Fixed Costs} - \text{Exclusions Listed in Section 3.3 of this Exhibit N}) \div (\text{Systemwide Operating Cost} - \text{Exclusions Listed in Section 3.3 of this Exhibit N})$$

For purposes of this Agreement, "**Systemwide Fixed Costs**" are those that are reflected in that portion of BART's operating budget assigned as "**Fixed**" in the Cost Model. As with the non-Fixed O&M Cost Drivers, between 0% and 100% of any Expense Line Item will be allocated to Systemwide Fixed Costs in the Model. This Systemwide Fixed Costs calculation will exclude all the cost exclusions listed in **Section 3.3** of this **Exhibit N**.

### **3.5 Calculate SVRT Net Rail O&M Costs**

VTA will be responsible for the SVRT Net Rail O&M costs, which will be determined as follows:

$$SVRT \text{ Net Rail O\&M Costs} = \text{the sum of the SVRT Routine Direct Costs} + \text{the SVRT Fixed Costs.}$$

## **4. SVRT O&M COSTS BEYOND THE SCOPE OF THE MODEL**

Any cost that is not compensated under this Cost Model will be considered a Non-Routine Cost and compensated pursuant to **Section V.B.3.(a)** of this Agreement.



**VTA BART Operations and Maintenance Agreement**

**Exhibit O: Calculation of VTA Capital Contribution for BART's Capital  
Improvements on the Core System and SVRT Extension**



## Exhibit O

### CALCULATION OF VTA CAPITAL CONTRIBUTION FOR BART'S CAPITAL IMPROVEMENTS ON THE CORE SYSTEM AND SVRT EXTENSION

The following steps will be used in calculating the amount of VTA's financial responsibility for BART capital costs.

#### 1. DETERMINING AMOUNT OF VTA'S SHARE OF RESPONSIBILITY FOR CAPITAL COSTS

##### A. VTA Share of Capital Projects on the SVRT Extension

VTA will be responsible for 100% of the cost of all capital projects, or portions of capital projects, that are on the SVRT Extension, except as set forth otherwise in **Section 3** of this **Exhibit O**.

##### B. VTA Share of Core System/Non-Location Specific Capital Projects

VTA will be responsible for a proportional share of the cost of capital projects, or portions of capital projects, that are either on the Core System or are "Non-Location-Specific Projects," except as set forth otherwise in **Section 3** of this **Exhibit O**.

For capital projects, or portions of capital projects, for which VTA owes a proportional share of the project cost, VTA's proportional share will be calculated in accordance with **Section 2** of this Exhibit.

##### C. Capital Projects Occurring Jointly On the SVRT Extension and the Core System

If a capital project will be carried out partly on the SVRT Extension and partly on the Core System, then VTA's share of costs will be allocated based on an evaluation of the scope of work for the entire project as planned in the first year of VTA investment. For example, if 60% of the project work is expected to be incurred on the SVRT Extension, VTA will be fully responsible for 60% of the project cost pursuant to **Section 1.A** above, and will be responsible for a proportional share of the remainder of the project cost pursuant to **Section 1.B** above.

#### 2. CALCULATING VTA'S COST OBLIGATION WHERE IT OWES A PROPORTIONAL SHARE OF PROJECT COSTS

##### A. Evaluate Size of Project.

If a capital project meets one or more of the characteristics set forth in **Section 2.C.1** below it will be deemed a "Large Capital Project" for purposes of this Agreement and VTA's proportional share will be determined in accordance with **Section 2.C** below. If a capital project does not meet one or more of the characteristics of a Large

Capital Project then it will be deemed a "Small Capital Project" and VTA's proportional share will be determined in accordance with Section 2.B below.

**B. Methodology for Small Capital Projects**

(1) **Assign Cost Drivers.** BART and VTA will work collaboratively to classify each Small Capital Project into the appropriate "Project Category" in accordance with Table 1 below. Then, Cost Driver(s) corresponding to the Project Category(s), as shown in Table 1, will be assigned to the project.

(a) If a project falls into more than one Project Category (for example, a project to repair both station and tunnel lighting), then the Parties will work collaboratively to assign Cost Drivers in proportion to the scope of work in each Project Category.

(b) BART will provide VTA with sufficient scope detail to enable VTA to understand the appropriateness of any assigned Project Category. Cost Driver assignments will not typically be changed year to year; however, if the scope of a project materially changes after the start of the project, the Parties will revise the Cost Drivers as appropriate.

<b>TABLE 1</b>	
<b>Project Category</b>	<b>Cost Driver</b>
<b>Station Projects:</b> Projects to be carried out principally in stations	<b>Passenger Exits</b>
<b>Corridor Projects:</b> Projects that affect non-station railroad capital assets not captured elsewhere in this Table 1 (For example: traction power, track & structures, wayside train control and communications, electrical & mechanical assets, non-station facilities, and non-station systems)	<b>Passenger Miles – Segment Specific</b>
<b>Revenue Vehicle Maintenance Projects and Programs</b> (For example, mid-life overhaul. Fleet replacement to be evaluated separately to determine appropriate VTA share and may be handled under a separate agreement.)	<b>Fleet Vehicles</b>
<b>Primary Shops</b> (Maintenance Yards/ Complex)	<b>Car Miles – Systemwide</b>
<b>Secondary Shops/ component repair</b> (Maintenance Yards/ Complex)	<b>Car Miles - Systemwide</b>



<b>Train Storage</b>	<b>Fleet Vehicles</b>
<b>Non-Location-Specific Projects</b> (for example, system-wide information technology, train control assets not part of wayside facilities, and non-location-specific project design and development)	<b>Passenger Miles - Systemwide</b>
<b>Non-Revenue Vehicles:</b> projects related to Non-Revenue Vehicles that can serve the whole system.	<b>Car Miles - Systemwide</b>
<b>Limited-Use Non-Revenue Vehicles:</b> Non-Revenue Vehicles procured for the purpose of supporting only a certain part of the system (e.g. single station or stations or maintenance yards).	<b>To be determined on a project-by-project basis based on SVRT Extension proportional use.</b>

**(2) Use Cost Drivers to Determine VTA's Percentage Share of Project Cost.**

Once a Cost Driver(s) is assigned, BART will use the Cost Driver(s) to determine VTA's percentage share of the project cost as follows:

**(a) For The "Passenger Exits" Cost Driver:**

- (i) Work at One Core Station. If the project is limited to work at one station, VTA's percentage share will be determined as follows:

$$VTA's \text{ Percentage Share} = \frac{SVRT \text{ Passenger Exits in the station}}{\text{All Passenger Exits in the station}}$$

- (ii) Work at Two or More Core System Stations. If the project includes work at two or more stations, VTA's percentage share will be determined as follows:

$$VTA's \text{ percentage share} = \frac{(\text{Sum of SVRT Passenger Exits in all affected stations})}{(\text{Sum of all Passenger Exits in all affected stations})}$$

However, if the resulting percentage share, once applied to the total estimated project cost, results in a VTA cost obligation that is greater than \$1 million in FY20 dollars, then either Party will have the right to require the other to allocate the estimated cost by station for a more accurate estimate of each Party's share of costs.

**(b) For The "Passenger Miles-Segment Specific" Cost Driver:**

(i) BART will first make a determination as to which of the following System Segments (which segments are depicted in Attachment 1) will be part of the project:

- Upper A-Line: Lake Merritt to Bay Fair
- Lower A-Line: Bay Fair to Fremont
- C-Line: MacArthur to Pittsburg/Bay Point
- L-Line: Bay Fair to Dublin/Pleasanton
- M-Line: West Oakland to Daly City
- R-Line: MacArthur to Richmond
- Core System S-Line: Fremont to Warm Springs/South Fremont
- SVRT Extension S Line: South of Warm Springs to end of line
- W-Line: Daly City to Millbrae (excluding SFO)
- Oakland Wye-Line: Lake Merritt to West Oakland & 12<sup>th</sup> St/Oakland City Center to West Oakland & 12<sup>th</sup> St/Oakland City Center to Lake Merritt
- Y-Line: San Bruno to SFO & Millbrae to SFO
- K-Line: MacArthur to 12<sup>th</sup> St/Oakland City Center
- H-Line: Coliseum Station to Oakland International Airport
- E-Line: Pittsburg/Bay Point to Antioch

(ii) One Segment: where the project is limited to work in one System Segment only, VTA's percentage share will be calculated as follows:

$$\text{VTA's percentage Share} = \text{SVRT Passenger Miles in that System Segment} \div \text{All Passenger Miles in that System Segment}$$

(iii) Two or More Segments: where the project includes work in two or more System Segments, VTA's percentage share will be calculated as follows:

$$\text{VTA's Percentage Share} = (\text{Sum of all SVRT Passenger Miles in all affected System Segments}) \div (\text{Sum of all Passenger Miles in all affected System Segments})$$

However, if the resulting percentage share, once applied to the total estimated project cost, results in a VTA cost obligation that is greater than \$1 million in FY20 dollars, then either Party will have the right to require the other to allocate the estimated cost by System Segment for a more accurate estimate of each Party's share of costs.

(c) For the "Passenger Miles: Systemwide" Cost Driver

*VTA's Percentage Share = All Passenger Miles travelled by SVRT Passengers on the BART System ÷ All Passenger Miles travelled by all Passengers on the BART System.*

(d) For the "Fleet Vehicles" Cost Driver

*VTA's Percentage Share = VTA owned Revenue Vehicles ÷ Total number of Revenue Vehicles in BART fleet<sup>1</sup>*

(e) For the "Car Miles: Systemwide" Cost Driver

*VTA's Percentage Share = 1 - (Total Car Miles<sup>2</sup> Core Only ÷ Total Car Miles Systemwide)*

- (3) **Insert Cost Driver Values to Calculate VTA's Percentage Share.** Next, BART will insert Cost Driver values to calculate VTA's percentage share of a Small Capital Project cost. Cost driver values will be based on budgeted (estimated) amounts at time of budget and actual amounts at time of the year end capital budget reconciliation described in **Sections V.C.4.e and V.I ("Annual Reconciliation")**. The budgeted Cost Driver value will be updated concurrently with the SVRT Capital Budget<sup>3</sup> and the joint ridership forecasts. Cost Driver values for Small Projects will include a pre-Segment II Revenue Service adjustment as set forth in **Section 2.D** below of this **Exhibit O** and **V.C.4.g** of the O&M Agreement.
- (4) **Apply VTA's Percentage Share to Cost of Project.** Once VTA's percentage share of a Small Capital Project is determined, BART will apply it to the cost of the project (budgeted during the budget process or actual during the Annual Reconciliation to determine VTA's (budgeted or actual) cost responsibility.

**C. Methodology for Large Capital Projects.**

- (1) **Definition.** For purposes of this Agreement, any capital project, or portion of a capital project, for which VTA owes a proportional share will be considered a "**Large Capital Project**" if it has one or more of the following characteristics:
- (a) The cost of the portion of the project in the Core System is budgeted at more than \$100 million in total. This \$100 Million threshold will not apply to a series of projects bundled together for administrative or contracting efficiency, the cost of which are individually less than \$100

<sup>1</sup> As determined by the most current BART's National Transit Database report.

<sup>2</sup> References to "Car Miles" in this equation refer to Car Miles documented in that year's O&M Cost Model.

<sup>3</sup> Currently, BART prepares annual capital budgets.

million, but the total of which, when bundled together under one contract, is more than \$100 million.

- (b) VTA's cost obligation for the portion of the project in the Core System is estimated to be more than \$20 million if the methodology in **Section 2.C** were to be used in calculating VTA's cost obligation<sup>4</sup>; or
- (c) It is a Seismic Project on the Core System and VTA's cost obligation for the project is estimated to be more than \$10 million if the methodology in **Section 2.C** were to be used in calculating VTA's cost obligation.<sup>5</sup>

(2) **General.** The Parties acknowledge that Large Capital Projects will likely have complex scopes or circumstances such that the methodology in **Section 2.B** might not adequately address all relevant factors. Accordingly, the Parties agree to use the methodology in **Section 2.C.(3)** for determining VTA's proportional share of Large Capital Projects.

**(3) Process and Parameters for Determining VTA's Proportional Share of Large Capital Projects.**

For Large Capital Projects, the proportion of VTA's financial responsibility will be determined by the forecast cost driver values from the year of project completion extending over the standard useful life of the investment. The specific steps for this process are below:

- (a) Assign Cost Drivers. BART will classify each Large Capital Project into the appropriate Project Category using **Table 2** below. The Cost Driver(s) corresponding to the Project Category will then be assigned to the project.
- (b) Use Cost Drivers to Determine VTA's Percentage Share of Project Cost. Once Cost Drivers are assigned, BART will use the Cost Drivers to determine VTA's percentage share as follows:

---

<sup>4</sup> In determining whether a project falls within this category, the project will provisionally be assigned Cost Driver(s) in accordance with Table 1. Then a calculation of VTA's cost obligation for the project will be made using Cost Driver inputs based on the total forecasted project cost. If the resulting calculation results in a VTA obligation of more than \$20 million on the Core System, then the project will meet this threshold.

<sup>5</sup> In determining whether a project falls within this category, the project will provisionally be assigned Cost Driver(s) in accordance with Table 1. Then a calculation of VTA's cost obligation for the project will be made using Cost Driver inputs based on the total forecasted project cost. If the resulting calculation results in a VTA obligation of more than \$10 million on the Core System, then the project will meet this threshold.

- (i) For the "Passenger Exits", "Passenger Miles: Systemwide", "Fleet Vehicles", and "Car Miles: Systemwide" Cost Drivers:

the formulas described above in Sections 2.B(2)(a), 2.B(2)(c), 2.B(2)(d) and 2.(B)(2)(e), of this Exhibit O, respectively, will be used.

- (ii) For the "Core Trips " Cost Driver:

$$\text{VTA's Percentage Share} = \text{SVRT Core Trips} \div (\text{BART Core Trips} + \text{SVRT Core Trips})$$

This cost driver will be applied using values for the entire Core System. It will not be applied on a segment-specific basis.

- (iii) For the "Passenger Miles: Core System" Cost Driver:

$$\text{VTA's Percentage Share} = \text{SVRT Passenger Miles travelled on the Core System} \div \text{All Passenger Miles Travelled on the Core System}$$

This cost driver will be applied using values for the entire Core System. It will not be applied on a segment-specific basis.

- (c) Insert Cost Driver Values to Calculate VTA's Percentage Share. Next, BART will insert Cost Driver values to calculate VTA's percentage share of a Large Capital Project cost. Cost driver values for Large Capital Projects will be based on forecasted use from project completion and extending over the standard useful life of the investment. The Parties must agree on the forecasted use. The Parties may agree to retain a Third Party consultant to produce forecasts of use.
- (d) Apply VTA's percentage Share to Cost of Project. Once VTA's percentage share of a Large Capital Project is determined, BART will apply it to the cost of the project (budgeted during the budget process or actual during the Annual Reconciliation) to determine VTA's (budgeted or actual) cost responsibility.
- (e) If disagreement over VTA percentage share: If the Parties do not agree on VTA's percentage share at least six (6) months prior to BART advertising any contract for the project, then:
- (i) VTA will be responsible for an initial nonrefundable minimum share equivalent to 60% of the amount VTA

owes as calculated by BART pursuant to **Section 2.(B)** of this **Exhibit O**; and

(ii) The matter will be referred to dispute resolution as set forth in **Section VII** of the O&M Agreement.

(f) Once VTA's share of a Large Capital Project is determined, VTA's share will remain constant at that level for the life of that project.

**D. Pre-Segment II Revenue Service Cost Driver Adjustment**

The Cost Driver values for Small Capital Projects will be based on budgeted or actual values for the applicable period plus any increase for Segment II as described in **Section V.C.4.g** of the O&M Agreement.

**TABLE 2**

<b>Project Category</b>	<b>Cost Driver</b>
<b>Station Projects:</b> Projects to be carried out principally in stations	<b>Passenger Exits</b>
<b>Corridor Projects:</b> Projects that affect non-station railroad capital assets not captured elsewhere in this Table 2 (For example: traction power, track & structures, electrical & mechanical assets, non-station facilities, and non-station systems)	<b>Mean of Core Trips and Passenger Miles - Core System</b>
<b>Revenue Vehicle Maintenance Projects and Programs</b> (For example, mid-life overhaul. Fleet replacement to be evaluated separately to determine appropriate VTA share and will be handled in a separate agreement)	<b>Fleet Vehicles</b>
<b>Primary Shops (Maintenance Yards/Complex)</b>	<b>Car Miles - Systemwide</b>
<b>Secondary Shops/component repair: Maintenance Yards/Complex)</b>	<b>Car Miles - Systemwide</b>
<b>Train Storage (Maintenance Yards/Complex)</b>	<b>Fleet Vehicles</b>
<b>Non-Location-Specific Projects:</b> (for example, system-wide information technology, train control assets not part of wayside facilities, and non-location-specific project design and development)	<b>Passenger Miles - Systemwide</b>

<b>Non-Revenue Vehicles:</b> projects related to Non-Revenue Vehicles that can serve the whole system.	<b>Car Miles - Systemwide</b>
<b>Limited Use Non-Revenue Vehicles:</b> Non-Revenue Vehicles procured for the purpose of supporting only a certain part of the system (e.g. single station or stations or maintenance yards).	<b>To be determined on a project-by-project basis based on SVRT Extension proportional use.</b>

### 3. CERTAIN EXCEPTIONS REGARDING VTA's COST RESPONSIBILITY

Notwithstanding anything to the contrary herein, for the projects set forth in this section, VTA's cost responsibility will be determined as follows:

#### A. Capital Projects in the Tie-In Area.

For capital projects in the Tie-In Area, VTA's share of costs will be determined in accordance with **Section 5** of this **Exhibit O**.

#### B. Certain Pre-Existing Agreements.

Pursuant to the Comprehensive Agreement, VTA and BART entered into the Vehicle Procurement Agreement and the HMC Agreement. VTA's capital contribution for work undertaken pursuant to the Vehicle Procurement Agreement and HMC Agreement will be as set forth in said agreements and will not be calculated pursuant to the methodology in this **Exhibit O**.

#### C. Corridor Projects Requiring VTA Funding Commitment During the First Year of Revenue Service; Train Control Modernization Program.

VTA will pay eight percent (8%) of the costs of:

- (1) Corridor Projects (as defined in Table 2) that: (i) are Large Capital Projects on the Core System; and (ii) require a VTA funding commitment before the first full year after commencement of Revenue Service on the SVRT Extension; and
- (2) BART's current Train Control Modernization Program approved by BART's Board of Directors on December 3, 2015, as it relates to the Core System. (VTA will be fully (100%) responsible for the costs of the Train Control Modernization Program as it relates to the SVRT Extension.) VTA's cost responsibility includes associated soft costs.

**D. Certain Substantial Excess Capacity Projects.** If there is a capital project on the SVRT Extension costing more than \$20M in FY20 dollars that is being built or modified in order to provide substantial excess capacity for the benefit of the Core

System, then VTA will owe a proportional share (calculated under either **Section 2.B** or **2.C** of this **Exhibit O** as appropriate) of the part of the project cost required for such excess capacity and VTA will owe a 100% share for the remainder of the project costs.

**E. Work in Core System Solely for Extension.** If a capital project is located on the Core System the sole purpose of which is to benefit the SVRT Extension, then VTA will be responsible for 100% of the cost of the project.

**F. Certain Exempted Projects:** To the extent that the Parties have specifically agreed in Section V of the O&M Agreement that VTA is exempted from cost responsibility for any particular project (including certain life safety seismic projects and non-heavy rail extensions that VTA has elected to exclude as set forth in **Section V.C.6** of the O&M Agreement), then VTA will be exempted from such costs as set forth therein and this exhibit will not be used to calculate VTA's responsibility.

#### **4. RIDERSHIP FORECASTS**

After commencement of Revenue Service, the Parties will periodically (but no less frequently than every two years) develop joint ridership forecasts for the SVRT Extension. After the first full year of Revenue Service, among other things, the ridership forecasts will be used to determine VTA's share of any capital projects where appropriate (such as those utilizing the Passenger Exits and Passenger Miles – Systemwide Cost Drivers), utilizing the formulae set forth in **Tables 1 and 2** of this **Exhibit O**.

#### **5. TIE-IN AREA CAPITAL COST OBLIGATIONS**

##### **A. Tie-In Area.**

For purposes of this **Exhibit O**, the area in which the SVRT Extension ties into the Core System ("**Tie-In Area**") consists of all those areas color-coded on the O&M Maps north of SVBX Station #44+93. Any portions of the BART System north of SVBX Station # 44+93 and not color-coded on the O&M Maps will be considered to be the Core System for the purposes of this **Exhibit O**.

##### **B. Tie-In Area Operating Corridor.**

VTA will pay for 100% of capital costs in the Operating Corridor within the Tie-In Area, except for the Crossover Tracks as identified on the O&M Maps, for which BART will be responsible for 100% of the capital costs, with no VTA contribution, and except for any facilities listed in **Section 5.E** of this **Exhibit O**.



**C. Train Control Building Designated "S20".**

VTA will pay for a proportional share of capital costs for the S20 Train Control Building (as shown on page 3 of the O&M Maps) based on the methodology set forth in this **Exhibit O**.

**D. Traction Power Substation Designated "SWS".**

BART will be responsible for 100% of the capital costs for SWS (Shown on page 4 of the O&M Maps), with no VTA contribution<sup>6</sup>.

**E. Other Assets.**

BART and VTA will each pay 50%<sup>7</sup> of the capital costs for the following assets within the Tie-In Area:

- (1) The Radio Site (including all facilities within the fence area) shown on page 4 of the O&M Maps;
- (2) CCTV cameras, Blue Light Stations, and Dummy Coverboards<sup>8</sup>; and
- (3) All duct banks.

**6. ESCALATION OF COST THRESHOLDS**

- A.** Unless specifically set forth in this Agreement, all cost thresholds set forth in this Exhibit reflect the value of the US Dollar in FY20 and are subject to escalation pursuant to **Section 6.B** below. When applying the threshold, the value of the threshold will be based on the current year, and project costs will be expressed as a present value (not inflated to year-of-expenditure dollars).
- B.** For purposes of this **Exhibit O**, all dollar cost thresholds will be adjusted annually using a composite index comprised of the following indices weighted at the following percentages:
- **North American Industry Classification System (NAICS) 237 (Labor):** Average hourly earnings of production and nonsupervisory employees, heavy and civil engineering construction, not seasonally adjusted, weighted at 50%;

<sup>6</sup> Any SVRT use of power from SWS Traction Power substations will not require a VTA contribution to the capital costs relating to such SWS Traction Power substation. Any Core System use of power from SVRT Extension substations will not require a BART contribution to the capital costs relating to such substations (SWA/SRR/SRC) even if it meets the Substantial Excess Capacity exception.

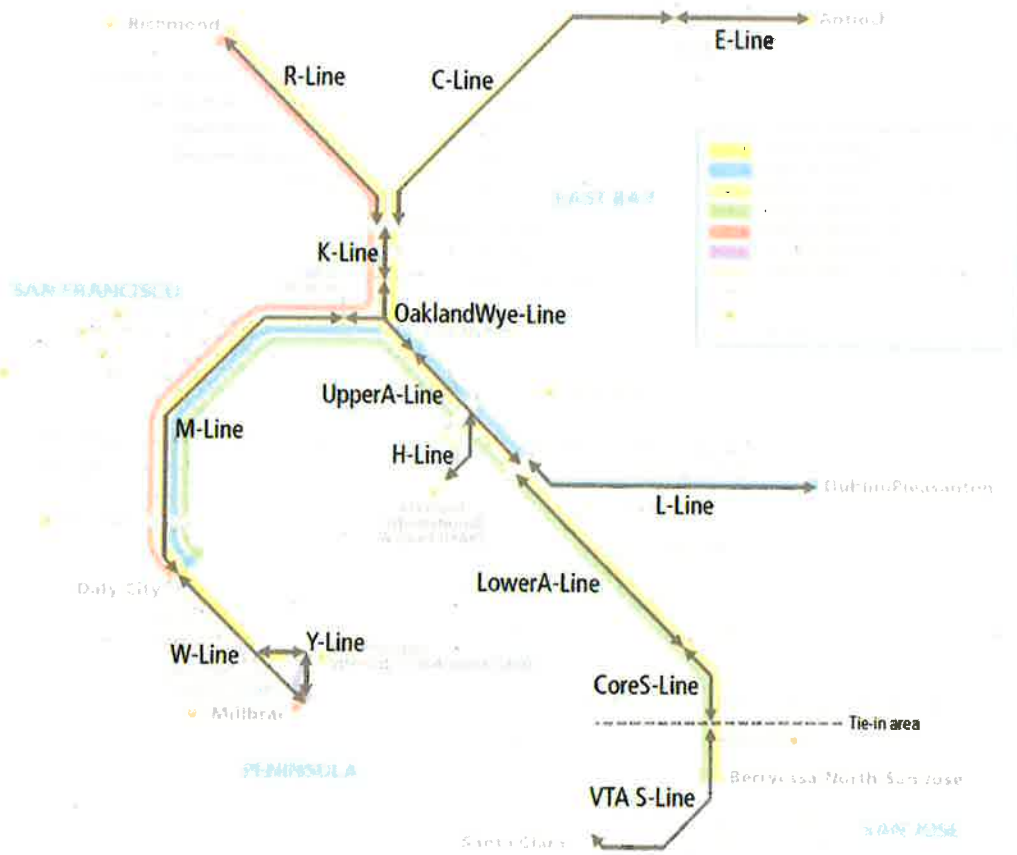
<sup>7</sup> For purposes of Section 5 this Exhibit O, any reference to an exact percentage owed by VTA is the total percentage of cost that VTA will actually pay. Such percentage will cover VTA's percentage owed to the Core System.

<sup>8</sup> "Blue Light Stations" and "Dummy Coverboards" are described in the BART Facilities Standards.

- **Producer Price Index (PPI) WPU14420304:** PPI Commodity data for transportation equipment-railway maintenance of way & all other railroad and streetcar equipment, parts and accessories, not seasonally adjusted. Railway maintenance of way and all other railroad and streetcar equipment, parts and accessories, weighted at 20%; and
- **Producer Price Index WPU80:** PPI Commodity data for Construction (partial), not seasonally adjusted, weighted at 30%.

**Exhibit O - Attachment 1**

**BART System Map: System Segmentation for Segment-Level Cost Drivers**





VTA BART Operations and Maintenance Agreement

Exhibit P: C700 Contract Provisions for Contractor Maintenance



**BART SILICON VALLEY EXTENSION O&M AGREEMENT**

**Exhibit P**

**C700 Contract Provisions for Contractor Maintenance:**

Spec. #	Contractor Maintained- Facilities	Contractor Maintenance Responsibilities and Contractor Maintenance Periods
21 22 00	CLEAN AGENT FIRE EXTINGUISHING SYSTEM	Provide two inspections of the system as follows: The first inspection shall be six months after system acceptance and the second after 12 months from system acceptance. Inspections shall include the determination of agent container weight and pressure and that the mechanical systems are in proper working order.
08 33 19	OVERHEAD COILING DOORS	Provide call-back maintenance service for a period of one year, beginning from the date of acceptance of the work by VTA.
08 33 23	OVERHEAD COILING GRILLES	Provide call-back maintenance service for a period of one year, beginning from the date of acceptance of this work by VTA.
14 24 00	HYDRAULIC ELEVATORS	Perform maintenance on all elevators in the Milpitas and Berryessa Stations for a period of twelve (12) months after substantial completion and the unit is open for public use. C700 Contractor will not be relieved of maintenance until Final Acceptance of the elevator is issued. VTA has the right to terminate the maintenance period upon giving 30 days' notice to the C700 Contractor. During the maintenance period, provide complete continuing maintenance on entire elevator system. Maintenance shall include all work and materials needed to keep the equipment in perfect operating condition. C700 Contractor shall coordinate and perform maintenance in a manner to result in minimum inconvenience to the public.
14 31 00	ESCALATORS	Perform maintenance on all escalators in the Milpitas and Berryessa Stations for a period of twelve months after substantial completion and the unit is open for public use. C700 Contractor will not be relieved of maintenance until final acceptance of the escalator is issued. VTA has the right to terminate the maintenance period upon giving 30 days' notice to the C700 Contractor. During the maintenance period, provide complete continuing maintenance on entire escalator equipment. Maintenance shall include all work and materials needed to keep the equipment in perfect operating condition. C700 Contractor shall coordinate and perform maintenance in a manner to result in minimum inconvenience to the public. Term of maintenance period shall be extended to such time required to clear all punch list items as approved by VTA.

