DRAFT

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SAN JOSE APPROVING A FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT WITH APPLE INC. RELATIVE TO THE DEVELOPMENT OF CERTAIN REAL PROPERTY IN NORTH SAN JOSE AND AUTHORIZING THE CITY CLERK TO EXECUTE THE FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND CAUSE THE SAME TO BE RECORDED WITH THE SANTA CLARA COUNTY RECORDER'S OFFICE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SAN JOSE**:**

SECTION 1. This Ordinance is adopted under the authority of California Government Code Section 65868 and pursuant to the provisions of the City of San José ("CITY") Ordinance No. 28986, codified in Chapter 18.02 of Title 18 of the San José Municipal Code (the "Enabling Ordinance"), both of which provide for the ability of CITY to adopt development agreements and amendments and set forth procedures and requirements for the consideration of those agreements.

SECTION 2. On February 2, 2016, the City Council adopted Ordinance No. 29685, approving an agreement entitled “AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SAN JOSE AND APPLE INC. RELATIVE TO THE DEVELOPMENT OF REAL PROPERTY IN NORTH SAN JOSE” (the “AGREEMENT”).

SECTION 3. This Ordinance incorporates by reference as though fully set forth herein that certain "FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SAN JOSE AND APPLE INC. RELATIVE TO THE DEVELOPMENT OF REAL PROPERTY IN NORTH

SAN JOSE" (the "FIRST AMENDMENT"), the substantive form of which is attached hereto as Exhibit "A." All defined terms not otherwise defined herein shall have the same meaning as set forth in the AGREEMENT as amended.

SECTION 4. In conformance with the California Environmental Quality Act of 1970 ("CEQA"), together with state and local guidelines implementing CEQA, all as amended to date, the environmental impacts of the industrial development project described within the AGREEMENT were disclosed, analyzed and evaluated as a part of that certain Final Environmental Impact Report prepared for the BEA Development Project considered and certified by the City Council on June 15, 2004, by Resolution No. 72169, that certain Final Program Environmental Impact Report for the North San José Development Policies Update considered and certified by the City Council on June 21, 2005, by Resolution No. 72768, and that certain Final Program Environmental Impact Report for the Envision San José 2040 General Plan (“General Plan”) considered and certified by the City Council on November 1, 2011, by Resolution No. 76041 (all three Environmental Impact Reports and prior addenda thereto collectively referred to herein as the "EIRs"), and an addendum to the EIRs prepared and approved by the Director of Planning, Building and Code Enforcement (collectively, the “EXISTING CEQA”). The environmental impacts of the FIRST AMENDMENT were disclosed, analyzed and evaluated as a part of an addendum that tiers off the EXISTING CEQA, which was prepared and certified for the project (the “2026 Addendum”) (collectively, with the EXISTING CEQA, the “PROJECT ENVIRONMENTAL CLEARANCE”), prior to taking any approval actions on this Ordinance.

SECTION 5. The City Council of the City of San José finds that the following are the relevant facts concerning the proposed FIRST AMENDMENT:

a. The City Council conducted a duly noticed public hearing on January 26, 2016, to consider an ordinance to approve the Amended and Restated Development

Agreement ("AGREEMENT") by and between the CITY and Apple Inc., a California corporation ("DEVELOPER") to develop, on certain SUBJECT PROPERTY more particularly described in the AGREEMENT, a project comprised of up to 4,151,350 square feet of research and development, industrial, office, manufacturing and ancillary uses ("PROJECT"), all as more specifically set forth in the AGREEMENT.

b. After conducting a duly noticed public hearing on January 26, 2016, the City Council considered, confirmed and certified that the EXISTING CEQA adequately addresses the environmental impacts of the PROJECT at the SUBJECT PROPERTY and, approved Ordinance No. 29685, authorized the execution of the AGREEMENT, and found that the provisions of the AGREEMENT are consistent with the General Plan, as amended, and the Enabling Ordinance.

c. At the time of the approval of the AGREEMENT by the City Council on January 26, 2016, the following CITY entitlements had been granted with respect to the SUBJECT PROPERTY and the DEVELOPER's development of the PROJECT:

1. GENERAL PLAN designations of Transit Employment Center and Industrial Park; and

2. North First Street/Component Site. In 2003, the City approved a General Plan Text Amendment (File No. GP03-T-09), a Conforming Planned Development Rezoning (File No. PDC03-073), and subsequent development permits on this 43-acre site. This increased the maximum permitted building height from 105 feet to 210 feet to accommodate a proposed office and research and development (R&D) park for BEA Systems, Inc. In 2004, the City approved

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another Rezoning (File No. PDC04-002) and a Development Agreement with BEA Systems.

3. Legacy Site. In 2007, the City approved a Planned Development Rezone (File No. PDC07-091) and Planned Development Permit (File No. PD07-081). These approvals entitled 398,350 square feet of industrial, office, and R&D uses.

4. Ellis I Site. In 1995, the City approved the Site Development Permit (File No. H95-036). It entitled a 291,000-square-foot office and testing facility.

5. Ellis II Site. In 2012, the City approved the Site Development Permit (File No. H12-008). These approvals entitled 666,000 square feet of industrial space.

d. The CITY and DEVELOPER entered into the AGREEMENT as of March 4, 2016, and the AGREEMENT was recorded in the Santa Clara County Recorder's Office on June 13, 2016, as Document No. 23332999.

e. DEVELOPER represented to the CITY it intends to convey 9.7 acres of the SUBJECT PROPERTY to Pacific Gas and Electric Company ("PG&E"), and on May 13, 2026, DEVELOPER applied for a Certificate of Compliance to document conveyance of the 9.7-acre site to PG&E (the "PG&E Parcel"), as more particularly described and depicted in the FIRST AMENDMENT.

f. The CITY holds a public right-of-way over Atmel Way and Orchard Parkway, including the portion of Orchard Parkway between Atmel Way and Component Drive that borders the SUBJECT PROPERTY, and DEVELOPER has applied for the CITY's approval to vacate Atmel Way in its entirety and the portion of Orchard Parkway between Atmel Way and Component Drive that borders the

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SUBJECT PROPERTY (collectively, the "Vacated Streets") to create a single corporate campus. The vacation of the Vacated Streets will remove the public right-of-way encumbrance from the adjoining parcels within the SUBJECT PROPERTY.

g. The CITY and DEVELOPER desire to amend the AGREEMENT in order to modify the legal description of the SUBJECT PROPERTY to reflect the intended conveyance of 9.7 acres to PG&E and the vacation of the Vacated Streets.

h. On October 28, 2026, the Planning Commission for the City of San José, designated by Chapter 18.02 of Title 18 of the San José Municipal Code as the advisory agency to the City Council for purpose of development agreement amendment review pursuant to California Government Code Section 65867 and said Chapter 18.02 of Title 18, considered the FIRST AMENDMENT to the AGREEMENT at a duly noticed public hearing and recommended that the City Council adopt an ordinance approving the FIRST AMENDMENT.

i. The CITY and DEVELOPER have taken all actions mandated by and fulfilled all requirements set forth in Chapter 18.02 of Title 18 of the San José Municipal Code and under applicable State law in connection with this FIRST AMENDMENT.

j. Consistent with the information contained in the AGREEMENT as amended:

1. Development of the PROJECT as set forth in the FIRST AMENDMENT is consistent with the GENERAL PLAN and all applicable specific and area plans and policies, as amended;

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2. Development of the PROJECT should be encouraged because it will help meet important economic, social, environmental and planning goals of the CITY, including but not limited to: the creation of job opportunities for existing residents and a stronger municipal tax base, the expansion into North San José of a superior local business presence whose business is particularly suited to the area, improvement of the City's jobs/housing balance, and the provision of a water well site to serve the North San José area;

3. The FIRST AMENDMENT will facilitate the development of the PROJECT in the manner proposed in the AGREEMENT for the further reasons set forth in the Recitals to the AGREEMENT as amended;

4. DEVELOPER will incur substantial costs in order to provide public improvements, facilities or services from which the public will benefit, in particular: bike lane upgrades along Component Drive between Orchard Parkway and North First Street, a contribution to the CITY's Transit Priority Signal improvement fund, and a contribution toward installation of a bike and pedestrian signal trail crossing for the Guadalupe River Trail at West Trimble Road, as set forth in more detail in the FIRST AMENDMENT; and

5. Development of the PROJECT will make a substantial contribution to the economic development of the City of San José in that the PROJECT will create substantial new, net revenues for the City, will generate a substantial number of new permanent jobs within the City, and is located on legal parcels greater than five acres.

SECTION 6. This Council, based upon analysis of the facts set forth above and the provisions of the original AGREEMENT and the FIRST AMENDMENT, finds and concludes that the PROJECT, as described in the AGREEMENT and the FIRST

AMENDMENT will make a substantial contribution to the economic development of CITY.

SECTION 7. Based upon the foregoing facts, findings, and conclusions, and as required by the Enabling Ordinance, the City Council hereby adopts the following as its findings:

a. The proposed PROJECT is consistent with the GENERAL PLAN, as amended, and all applicable specific or area plans of CITY including amendments thereto.

b. The proposed PROJECT should be encouraged in order to meet important economic, social, environmental or planning goals of CITY.

c. The proposed FIRST AMENDMENT will facilitate the development of the PROJECT on the SUBJECT PROPERTY in the manner proposed in the original AGREEMENT.

d. The proposed PROJECT will make a substantial contribution to the economic development of CITY in that DEVELOPER will incur unusually substantial costs to provide public improvements, facilities or services, including, without limitation, bike lane upgrades along Component Drive between Orchard Parkway and North First Street, a contribution to the CITY's Transit Priority Signal improvement fund, and a contribution toward installation of a bike and pedestrian signal trail crossing for the Guadalupe River Trail at West Trimble Road, all as more specifically described in the original AGREEMENT and the FIRST AMENDMENT, from which the public will benefit.

e. The proposed FIRST AMENDMENT is consistent with the provisions of the Enabling Ordinance and the AGREEMENT is in the public interest.

SECTION 8. The City Council hereby approves the proposed FIRST AMENDMENT in substantially the form attached hereto as Exhibit "A" and hereby authorizes and directs the City Clerk to execute the FIRST AMENDMENT, substantially in the form attached hereto as Exhibit "A," on behalf of the CITY as soon as this Ordinance becomes effective and the FIRST AMENDMENT is executed by the DEVELOPER.

SECTION 9. The City Clerk is hereby directed to record this Ordinance including the fully executed form of the FIRST AMENDMENT attached hereto as Exhibit "A" with the Santa Clara County Recorder no later than ten (10) days following the effective date of this Ordinance.

PASSED FOR PUBLICATION of title this _____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

MATT MAHAN
Mayor

ATTEST:

TONI J. TABER, MMC
City Clerk

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EXHIBIT A

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

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FIRST AMENDMENT TO
AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF SAN JOSE
AND
APPLE INC.
RELATIVE TO THE DEVELOPMENT OF
REAL PROPERTY IN NORTH SAN JOSE

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT (the "First Amendment") is entered into on _____, 2026 ("Effective Date"), by and between the CITY OF SAN JOSE, a municipal corporation (the "CITY"), and Apple Inc., a California corporation ("APPLE") (collectively, the "parties"), pursuant to the CITY's powers as a charter city and authorities provided under California Government Code Sections 65865 and 65868.

RECITALS

WHEREAS, on March 4, 2016, the CITY and APPLE entered into the original Amended and Restated Development Agreement Relative to the Development of Real Property in North San José (the "Development Agreement"). The Development Agreement was recorded by the Santa Clara County Recorder on June 13, 2016 (Document No. 23332999); and

WHEREAS, APPLE owns in fee title approximately 86.35 gross acres of previously entitled and partially developed properties described in the Development Agreement and located along Orchard Parkway in the City of San José, County of Santa Clara, State of California (the "SUBJECT PROPERTY"). The Development Agreement granted APPLE the ability to develop approximately 4,151,350 square feet of industrial/office/research and development use across parcels identified in the Development Agreement as NFS LAND, LEGACY LAND, and ELLIS LAND that collectively comprise the SUBJECT PROPERTY; and

WHEREAS, APPLE represented to the CITY it intends to convey 9.7 acres of the SUBJECT PROPERTY, specifically from the NFS LAND parcel, to Pacific Gas and Electric Company ("PG&E"). On May 13, 2026, APPLE applied for a Certificate of Compliance to document conveyance of the 9.7-acre site to PG&E (the "PG&E Parcel"), which is more accurately described in the legal description attached and incorporated as Exhibit "1" and depicted in the plat map attached and incorporated as Exhibit "2"; and

WHEREAS, the CITY holds a public right-of-way over Orchard Place (formerly, Atmel Way) and Orchard Parkway, including the portion of Orchard Parkway between Orchard Place and Component Drive that borders the SUBJECT PROPERTY; and

WHEREAS, APPLE has applied for the CITY's approval to vacate Orchard Place (formerly, Atmel Way) in its entirety and the portion of Orchard Parkway between Orchard Place and Component Drive that borders the SUBJECT PROPERTY (collectively, the "Vacated Streets") to create a single corporate campus. The vacation of the Vacated Streets will remove the

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public right-of-way encumbrance from the adjoining parcels within the SUBJECT PROPERTY; and

WHEREAS, this First Amendment modifies the legal description of the SUBJECT PROPERTY to reflect the intended conveyance of 9.7 acres to PG&E and the vacation of the Vacated Streets (the terms and conditions of this First Amendment and the street vacations are herein referred to as the "Project"); and

WHEREAS, the environmental impacts of the Development Agreement and the various approvals and entitlements APPLE and the predecessors in interest of APPLE received were analyzed and evaluated in accordance with the California Environmental Quality Act of 1970 ("CEQA") as a part of the Environmental Impact Reports and various Addenda described in the Development Agreement, including the NFS EIR, NSJ FPEIR, NFS ADDENDUM, CURRENT GENERAL PLAN EIR, 2013 ADDENDUM, NORTH SAN JOSE ADDENDUM, and 2016 PROJECT ADDENDUM (collectively, the "EXISTING CEQA"); and

WHEREAS, an addendum that tiers off the EXISTING CEQA was prepared and certified for the Project (the "2026 Addendum"). The City Council found the Project will not result in new significant environmental effects or an increase in the severity of previously identified significant effects, and the terms and conditions of this First Amendment are consistent with, and are within the scope of analyses contained within, the EXISTING CEQA and the 2026 Addendum; and

WHEREAS, the City Council, after conducting a duly noticed public hearing on _____, 2026, and after considering the recommendations and findings of the Planning Commission, adopted Ordinance No. _____approving this First Amendment, authorized the execution of this First Amendment, and found that the provisions of this First Amendment are consistent with the Focus of the Future San José 2020 General Plan (as relevant), the Envision 2040 San José General Plan, and the CITY's Development Agreement Ordinance; and

WHEREAS, the CITY finds the First Amendment will provide for the orderly growth and development of the SUBJECT PROPERTY. The anticipated contribution of the development of the SUBJECT PROPERTY by APPLE to the City's overall economic development is a material consideration for the CITY to enter into this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein and in the Development Agreement, the parties hereby incorporate the foregoing recitals and amend the Development Agreement to incorporate the following provisions and modifications:

1. Effective Date. The parties hereto agree that the Effective Date of this First Amendment shall be the first date upon which all of the following have occurred: (i) the full execution and delivery of this First Amendment by the parties; (ii) the effective date of Ordinance No. _____ approving and authorizing the execution of this First Amendment; and (iii) the date upon which APPLE completes the conveyance of the PG&E Parcel to PG&E, as evidenced by recordation of a grant deed in the Official Records of Santa Clara County.

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2. Definitions. All defined terms not otherwise defined herein shall have the same meaning as set forth in the Development Agreement.

3. Conveyance. As of the Effective Date, the PG&E Parcel will no longer be subject to the Development Agreement, and APPLE shall be released from its obligations under the Development Agreement with respect to that portion of the SUBJECT PROPERTY. The conveyance will not diminish APPLE's ability to develop approximately 4,151,350 square feet of industrial/office/research and development use on the SUBJECT PROPERTY, as modified by this First Amendment, despite the disposition of 9.7 acres. Any future development of the PG&E Parcel will not be dependent on or connected to APPLE's development of the SUBJECT PROPERTY.

4. SUBJECT PROPERTY Legal Description. The legal description of the SUBJECT PROPERTY contained in Exhibit "A-1" (NFS LAND Legal Description) to the Development Agreement is hereby modified to **exclude** the PG&E Parcel more specifically described in the legal description attached and incorporated to this First Amendment as Exhibit "1." Accordingly, Exhibit "A-1.1" attached hereto amends and restates in its entirety Exhibit "A-1" to the Development Agreement (the "Modified NFS Land Legal Description"), and Exhibit A-1.2 attached hereto contains a plat depicting the Modified NFS Land Legal Description. The parties intend that the provisions of this First Amendment shall constitute covenants that shall run with said real property, and the benefits and burdens hereof shall bind and inure to all successors in interest to the parties hereto. Following APPLE's conveyance of the PG&E Parcel and upon APPLE's submittal of all required application materials, CITY shall diligently process a Certificate of Compliance recognizing the Modified NFS Land Legal Description as a valid legal parcel.

5. Street Vacations. The Vacated Streets, comprising the entirety of Orchard Place (formerly, Atmel Way) and a portion of Orchard Parkway between Orchard Place and Component Drive within the SUBJECT PROPERTY, have been approved for conditional vacation and PSE reservation pursuant to Resolution No. _____ and Resolution No. _____, respectively. The Vacated Streets, however, will continue to be open to all thoroughfare traffic (including vehicular, pedestrian, and bicycle traffic) and will not be abandoned until APPLE provides notice and submits applications consistent with Sections 6 and 7 below. Upon abandonment of the Vacated Streets, the public right-of-way will revert to the underlying SUBJECT PROPERTY and will be merged with the fee title estate in the adjoining parcels for APPLE's development purposes. For the avoidance of doubt, the parties intend that the Vacated Streets shall be treated as part of the SUBJECT PROPERTY for purposes of the Development Agreement.

6. Application Triggers. Conditions in the vacation resolutions provide that APPLE's obligations to construct or fund the infrastructure contributions set forth in this First Amendment will not occur until all of the following occur (collectively, an "Application Trigger"): (1) APPLE submits an application for a building permit for vertical improvements on any real property subject to the Development Agreement; (2) CITY has approved applicable horizontal improvements (which may include, but are not limited to, installation of landscaping, curbs, or other street improvement features) to enable the street closures that have been approved pursuant to Title 13 of the Municipal Code; and (3) APPLE provides CITY with written notice of its intent to close the Vacated Streets.

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7. Infrastructure Contributions. As consideration for the benefits conferred by this First Amendment, APPLE agrees to provide the following contributions. The parties acknowledge and agree that these contributions are provided as community benefits under this First Amendment and are not required as mitigation for any environmental impacts under CEQA.

a. **Component Drive Bike Lane Upgrade.**

(i) Scope. APPLE will design, fund, and construct Class IV separated bike lanes (eastbound and westbound) along Component Drive between Orchard Parkway and North First Street, as identified in the City of San José Better Bike Plan 2025.

(ii) Timing. The Class IV separated bike lanes will be constructed prior to or concurrently with horizontal improvements that enable closure of the Vacated Streets, as set forth in Section 6.

b. **Transit Priority Signal Fund Contribution.**

(i) Amount. APPLE will contribute Ninety Thousand Dollars ($90,000) to the CITY's Transit Priority Signal improvement fund (the "Signal Contribution") to help fund planned intersection improvements at three intersections along North First Street.

(ii) Timing. The Signal Contribution will be made within ninety (90) days following an Application Trigger.

c. **Trimble Crossing Contribution.**

(i) Amount. APPLE will contribute a base amount of Two Million Five Hundred Thousand Dollars ($2,500,000) (the "Trimble Contribution") toward installation of a bike and pedestrian signal trail crossing for the Guadalupe River Trail at West Trimble Road, as identified in the Guadalupe River Trail Bike Connections Plan (the "Trimble Project"). The amount of the Trimble Contribution is subject to an annual escalation on January 1st per the Engineering News-Record Construction Cost Index for San Francisco, beginning in 2028.

(ii) Design and Construction. The CITY retains sole responsibility for the design, permitting, project management, and construction of the Trimble Project. APPLE will have no liability for design defects, construction delays, cost overruns, or third-party claims arising from the Trimble Project.

(iii) Timing. The Trimble Contribution will be made within ninety (90) days following an Application Trigger.

(iv) Viability Notice. If at any time prior to CITY's commencement of the Trimble Project, either party reasonably determines the Trimble Project is no longer viable due to permitting failures, right-of-way issues, funding gaps, or other material changed circumstances, that party will provide the other with written notice and a reasonable explanation (a "Viability Notice").

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(v) Alternative Project Negotiation. Following a Viability Notice, the parties will have ninety (90) days to negotiate in good faith and agree on a "Comparable Alternative Project" to which the Trimble Contribution will be redirected. A Comparable Alternative Project is one that: (a) delivers a community benefit of equivalent or greater value to the Trimble Project; and (b) can be completed within a timeframe reasonably similar to the original Trimble Project.

8. Subsequent Environmental Review. The CITY and APPLE acknowledge that no new significant effects or a substantial increase in the severity of environmental effects were identified under the EXISTING CEQA or 2026 Addendum. As set forth in Section 2.E of the Development Agreement, the parties acknowledge that future development of the SUBJECT PROPERTY may require additional environmental review under CEQA.

9. Full Force and Effect. Except as expressly modified by this First Amendment, all terms, provisions, and conditions contained within the Development Agreement shall remain in full force and effect. In the event of any direct conflict between this First Amendment and the Development Agreement, this First Amendment shall govern and control the agreement of the parties.

10. Recordation. Within ten (10) days after the Effective Date, the City Clerk shall have this First Amendment recorded with the County Recorder. If the parties to this First Amendment or their successors in interest amend, cancel, or if either party terminates this First Amendment as hereinabove provided, the City Clerk shall have notice of such action recorded with the County Recorder. APPLE shall be responsible for any recording charges incurred by the CITY pursuant to this First Amendment.

[*Signatures on following page*]

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

IN WITNESS WHEREOF, this First Amendment is entered into by the parties hereto and made effective as of the Effective Date set forth hereinabove.

"CITY"

CITY of San José, a municipal corporation

Approved as to form:

_____
DANIEL ZAZUETA
Senior Deputy City Attorney

By:_____
TONI J. TABER, MMC
City Clerk

Address for notices:

Office of the City Clerk
200 East Santa Clara Street
San José, CA 95113

With copies to:

Director of Planning, Building and Code Enforcement
200 East Santa Clara Street, Tower 3rd Floor
San José, CA 95113

and

City Attorney
200 East Santa Clara Street, Tower 16th Floor
San José, CA 95113

APPLE:

APPLE INC., a California corporation

By: _____

Name: _____

Title: _____

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Address for notices:

Apple Inc.
One Apple Park Way, MS: 319-RED
Cupertino, CA 95014
Attn: Places

With a copy to:

Apple Inc.
One Apple Park Way, MS: 4D-LAW
Cupertino, CA 95014
Attn: Real Estate Legal Department

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EXHIBIT 1

PG&E Parcel – Legal Description

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EXHIBIT "1"
LEGAL DESCRIPTION

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

A PORTION OF PARCEL 2, AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF SAID COUNTY, ON JANUARY 30, 2001, IN BOOK 736 OF MAPS, AT PAGE 30-32, SANTA CLARA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL 2, AS SHOWN ON SAID MAP, BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF NORTH FIRST STREET, (WIDTH VARIES);

THENCE LEAVING SAID RIGHT-OF-WAY LINE, ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID PARCEL 2, SOUTH 44° 21' 17" WEST FOR A DISTANCE OF 542.73 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE OF PARCEL 2, ALONG THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. NORTH 46° 46' 09" WEST FOR A DISTANCE OF 665.24 FEET;

2. NORTH 43° 13' 51" EAST FOR A DISTANCE OF 353.78 FEET TO THE BEGINNING OF A CURVE,

3. ALONG A CURVE TO THE RIGHT THROUGH AN ANGLE OF 05° 38' 10", HAVING A RADIUS OF 945.50 FEET, FOR A DISTANCE OF 93.01 FEET,

4. NORTH 48° 52' 01" EAST FOR A DISTANCE OF 215.00 FEET TO THE BEGINNING OF A CURVE,

5. ALONG A CURVE TO THE RIGHT THROUGH AN ANGLE OF 97° 05' 49", HAVING A RADIUS OF 54.00 FEET, FOR A DISTANCE OF 91.51 FEET TO A POINT ON THE NORTHEASTERLY LINE OF PARCEL 2 AND SAID RIGHT-OF-WAY LINE OF NORTH FIRST STREET;

THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 34° 02' 10" EAST FOR A DISTANCE OF 39.73 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 30° 45' 42" EAST FOR A DISTANCE OF 567.82 FEET TO THE **POINT OF BEGINNING;**

APN: PORTION OF 101-02-011 (2025-26)

CONTAINING 422,811 SQUARE FEET, OR 9.7064 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

KELLY S. JOHNSON, P.L.S. 9126

PROFESSIONAL LAND SURVEYOR
KELLY S. JOHNSON
No. 9126

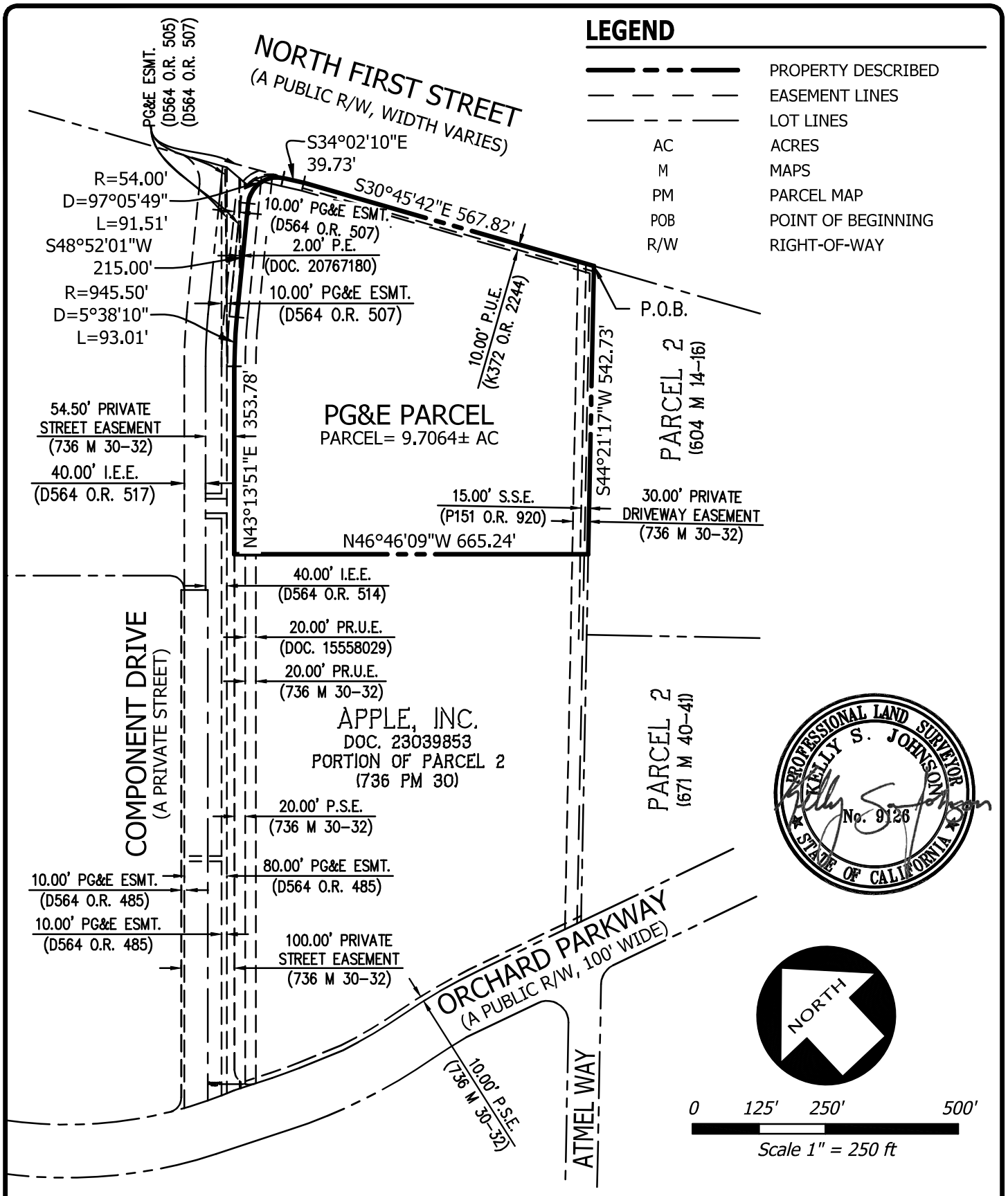
8-27-2026
DATE

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

EXHIBIT 2

PG&E Parcel – Plat

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.



KIER+WRIGHT

3350 Scott Boulevard, Building 22
Santa Clara, California 95054

Phone: (408) 727-6665
www.kierwright.com

EXHIBIT "2"
PG&E PARCEL

SAN JOSE CALIFORNIA

DATE	AUG., 2026
SCALE	1" = 250'
BY	DFH
JOB NO.	A26079-2
SHEET	1 OF 1

Z:\2026

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Parcel Map Check Report

Prepared by:
D. Henderson
Kier & Wright
3350 Scott Blvd., #22
Date: 4/29/2026 2:19:29 PM

Parcel Name: CLOSURE-BNDRY - PG&E PARCEL
Description:
Process segment order counterclockwise: False
Enable map check across chord: False
North:4,999.99' East:5,000.01'

Segment# 1: Line
Course: S44°21'17"W Length: 542.73'
North: 4,611.93' East: 4,620.59'

Segment# 2: Line
Course: N46°46'09"W Length: 665.24'
North: 5,067.58' East: 4,135.90'

Segment# 3: Line
Course: N43°13'51"E Length: 353.78'
North: 5,325.34' East: 4,378.21'

Segment# 4: Curve
Length: 93.01' Radius: 945.50'
Delta: 5°38'10" Tangent: 46.54'
Chord: 92.97' Course: N46°02'56"E
Course In: S46°46'09"E Course Out: N41°07'59"W
RP North: 4,677.73' East: 5,067.10'
End North: 5,389.87' East: 4,445.15'

Segment# 5: Line
Course: N48°52'01"E Length: 215.00'
North: 5,531.29' East: 4,607.08'

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Segment# 6: Curve
Length: 91.51'
Radius: 54.00'
Delta: 97°05'49"
Tangent: 61.14'
Chord: 80.95'
Course: S82°35'04"E
Course In: S41°07'59"E
Course Out: N55°57'50"E
RP North: 5,490.62'
East: 4,642.60'
End North: 5,520.85'
East: 4,687.35'

Segment# 7: Line
Course: S34°02'10"E
Length: 39.73'
North: 5,487.92'
East: 4,709.59'

Segment# 8: Line
Course: S30°45'42"E
Length: 567.82'
North: 4,999.99'
East: 5,000.01'

Perimeter: 2,568.83'
Area: 422,811.07Sq.Ft.
Error Closure: 0.00
Course: N29°26'48"W
Error North: 0.002
East: -0.001

Precision 1: 2,568,820,000.00

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EXHIBIT A-1.1

Modified NFS Land – Legal Description

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EXHIBIT "A-1.1"
LEGAL DESCRIPTION
APPLE INC. PARCEL

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED FOR RECORD ON JANUARY 30, 2001, IN BOOK 736 OF MAPS, AT PAGES 30-32, SANTA CLARA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF SAID PARCEL 2, SAID CORNER BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF NORTH FIRST STREET, (WIDTH VARIES);

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. SOUTH 30° 45' 42" EAST, 8.00 FEET,
2. SOUTH 06° 23' 38" EAST, 52.93 FEET TO A NON-TANGENT CURVE,
3. ALONG THE ARC OF A 52.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS SOUTH 06° 23' 38" EAST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 62° 21' 24", AN ARC DISTANCE OF 57.14 FEET,
4. SOUTH 34° 02' 10" EAST, 14.29 FEET,

THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG THE SOUTHEASTERLY LINE OF COMPONENT DRIVE (54.50 FEET PRIVATE STREET) AND THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. ALONG THE ARC OF A 54.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WHOSE CENTER POINT BEARS SOUTH 55° 57' 50" WEST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 97° 05' 49", AN ARC DISTANCE OF 91.51 FEET,
2. SOUTH 48° 52' 01" WEST, 215.00 FEET,
3. ALONG THE ARC OF A 945.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 38' 10", AN ARC DISTANCE OF 93.01 FEET,
4. SOUTH 43° 13' 51" WEST, 353.78 FEET,

THENCE LEAVING SAID SOUTHEASTERLY LINE, SOUTH 46° 46' 09" EAST, 665.24 FEET TO THE SOUTHEASTERLY PROPERTY LINE OF SAID PARCEL 2,

THENCE SOUTHERLY ALONG SAID SOUTHEASTERLY PROPERTY LINE, SOUTH 44° 21' 17" WEST, 690.99 FEET TO THE SOUTHERLY CORNER OF SAID PARCEL 2, SAID CORNER ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ORCHARD PARKWAY (100 FEET WIDE);

THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, ALONG THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. NORTH 72° 22' 39" WEST, 213.82 FEET TO A CURVE,
2. ALONG THE ARC OF A 1050.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09° 03' 13", AN ARC DISTANCE OF 165.92 FEET TO A POINT OF REVERSE CURVATURE,
3. ALONG THE ARC OF A 950.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07° 48' 01", AN ARC DISTANCE OF 129.33 FEET,
4. NORTH 69° 00' 50" WEST, 88.98 FEET TO A NON-TANGENT CURVE,
5. ALONG THE ARC OF A 947.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS NORTH 21° 44' 36" EAST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 03° 17' 19", AN ARC DISTANCE OF 54.36 FEET,

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6. NORTH 64° 58' 05" WEST, 75.45 FEET TO A NON-TANGENT CURVE,
7. ALONG THE ARC OF A 800.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS NORTH 20° 04' 06" EAST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 77° 35' 41", AN ARC DISTANCE OF 1083.43 FEET,
8. NORTH 07° 39' 47" EAST, 235.76 FEET,

THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. ALONG THE ARC OF A 28.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS SOUTH 82° 20' 13" EAST FROM THE LAST DESCRIBED POINT, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 43.98 FEET,
2. SOUTH 82° 20' 13" EAST, 4.00 FEET,
3. ALONG THE ARC OF A 246.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 38° 25' 29", AN ARC DISTANCE OF 164.98 FEET,
4. NORTH 59° 14' 18" EAST, 85.98 FEET,
5. SOUTH 30° 45' 42" EAST, 167.67 FEET,
6. SOUTH 30° 45' 42" EAST, 34.57 FEET,
7. ALONG THE ARC OF A 167.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 56° 05' 54", AN ARC DISTANCE OF 163.51 FEET,
8. NORTH 59° 53' 26" EAST, 284.99 FEET,
9. SOUTH 46° 46' 09" EAST, 425.24 FEET,
10. ALONG THE ARC OF A 27.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89° 42' 26", AN ARC DISTANCE OF 42.27 FEET TO THE SOUTHEASTERLY INGRESS AND EGRESS EASEMENT LINE (40.00 FEET WIDE),

THENCE CONTINUING ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 2, SOUTH 46° 46' 09" EAST, 40.00 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 2;

THENCE LEAVING SAID NORTHWESTERLY LINE ALONG THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 43° 13' 51" EAST, 420.78 FEET,
2. ALONG THE ARC OF A 1,000.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05° 38' 10", AN ARC DISTANCE OF 98.37 FEET,
3. NORTH 48° 52' 01" EAST, 279.77 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,450,566 SQUARE FEET, OR 33.3004 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

KELLY S. JOHNSON, P.L.S. 9126

8-27-2026
DATE

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EXHIBIT A-1.2

Modified NFS Land – Plat

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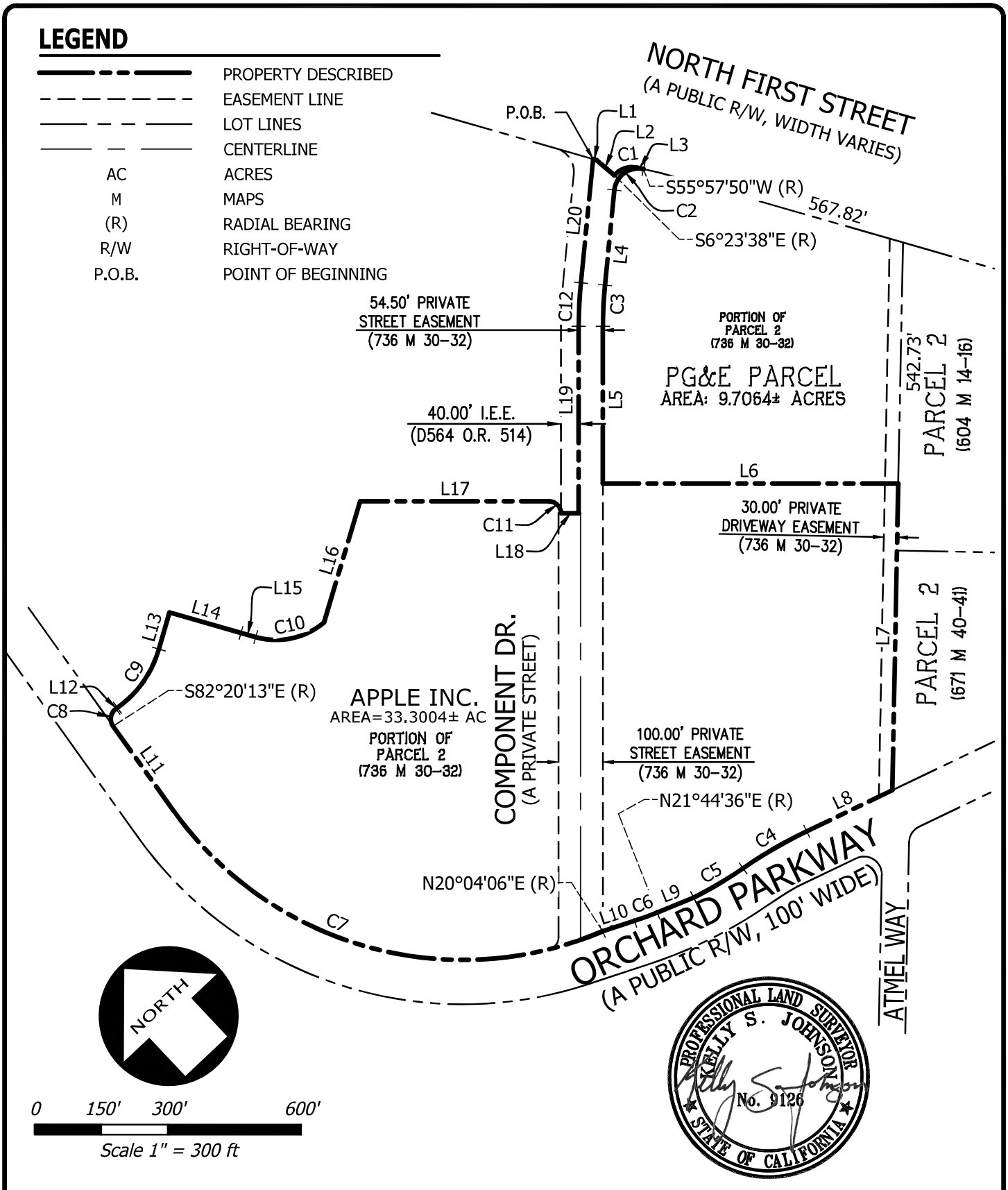
LEGEND

———	PROPERTY DESCRIBED
– – –	EASEMENT LINE
—— – – ——	LOT LINES
—— — ——	CENTERLINE
AC	ACRES
M	MAPS
(R)	RADIAL BEARING
R/W	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING



KIER+WRIGHT

3350 Scott Boulevard, Building 22
Santa Clara, California 95054

Phone: (408) 727-6665
www.kierwright.com

EXHIBIT "A-1.2"
APPLE INC. PARCEL

SAN JOSE CALIFORNIA

DATE	AUG., 2026
SCALE	1" = 300'
BY	DFH
JOB NO.	A26079-2
SHEET	1 OF 2

Z:\2026

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LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S30°45'42"E	8.00'
L2	S6°23'38"E	52.93'
L3	S34°02'10"E	14.29'
L4	S48°52'01"W	215.00'
L5	S43°13'51"W	353.78'
L6	S46°46'09"E	665.24'
L7	S44°21'17"W	690.99'
L8	N72°22'39"W	213.82'
L9	N69°00'50"W	88.98'
L10	N64°58'05"W	75.45'
L11	N7°39'47"E	235.76'
L12	S82°20'13"E	4.00'
L13	N59°14'18"E	85.98'
L14	S30°45'42"E	167.67'
L15	S30°45'42"E	34.57'
L16	N59°53'26"E	284.99'
L17	S46°46'09"E	425.24'
L18	S46°46'09"E	40.00'
L19	N43°13'51"E	420.78'
L20	N48°52'01"E	279.77'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	52.50'	62°21'24"	57.14'
C2	54.00'	97°05'49"	91.51'
C3	945.50'	5°38'10"	93.01'
C4	1050.00'	9°03'13"	165.92'
C5	950.00'	7°48'01"	129.33'
C6	947.00'	3°17'19"	54.36'
C7	800.00'	77°35'41"	1083.43'
C8	28.00'	90°00'00"	43.98'
C9	246.00'	38°25'29"	164.98'
C10	167.00'	56°05'54"	163.51'
C11	27.00'	89°42'26"	42.27'
C12	1000.00'	5°38'10"	98.37'

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Santa Clara, California 95054
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EXHIBIT "A-1.2"
APPLE INC. PARCEL

SAN JOSE CALIFORNIA

DATE	AUG., 2026
SCALE	NO SCALE
BY	DFH
JOB NO.	A26079-2
SHEET	2 OF 2

Z:\2026

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Parcel Map Check Report

Prepared by:
Preparer
Your Company Name
123 Main Street
Date: 8/5/2026 1:25:40 PM

Parcel Name: CLOSURE- PARCEL 2 REMAINDER
Description:
Process segment order counterclockwise: False
Enable map check across chord: False
North:4,763.61' East:157.05'

Segment# 1: Line
Course: S30°45'42"E Length: 8.00'
North: 4,756.74' East: 161.14'

Segment# 2: Line
Course: S6°23'38"E Length: 52.93'
North: 4,704.14' East: 167.03'

Segment# 3: Curve
Length: 57.14' Radius: 52.50'
Delta: 62°21'24" Tangent: 31.77'
Chord: 54.36' Course: S65°12'52"E
Course In: S6°23'34"E Course Out: N55°57'50"E
RP North: 4,651.96' East: 172.88'
End North: 4,681.35' East: 216.39'

Segment# 4: Line
Course: S34°02'10"E Length: 14.28'
North: 4,669.51' East: 224.38'

Segment# 5: Line
Course: S55°57'50"W Length: 0.00'
North: 4,669.51' East: 224.38'

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Segment# 6: Curve
Length: 91.51'
Radius: 54.00'
Delta: 97°05'49"
Tangent: 61.14'
Chord: 80.95'
Course: N82°35'04"W
Course In: S55°57'50"W
Course Out: N41°07'59"W
RP North: 4,639.29'
East: 179.63'
End North: 4,679.96'
East: 144.11'

Segment# 7: Line
Course: S48°52'01"W
Length: 214.99'
North: 4,538.54'
East: -17.82'

Segment# 8: Curve
Length: 93.01'
Radius: 945.50'
Delta: 5°38'10"
Tangent: 46.54'
Chord: 92.97'
Course: S46°02'56"W
Course In: S41°07'59"E
Course Out: N46°46'09"W
RP North: 3,826.40'
East: 604.14'
End North: 4,474.01'
East: -84.75'

Segment# 9: Line
Course: S43°13'51"W
Length: 353.78'
North: 4,216.25'
East: -327.07'

Segment# 10: Line
Course: S46°46'09"E
Length: 665.24'
North: 3,760.60'
East: 157.62'

Segment# 11: Line
Course: S44°21'17"W
Length: 690.99'
North: 3,266.53'
East: -325.45'

Segment# 12: Line
Course: N72°22'39"W
Length: 213.82'
North: 3,331.26'
East: -529.23'

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Segment# 13: Curve
Length: 165.92'
Radius: 1,050.00'
Delta: 9°03'13"
Tangent: 83.13'
Chord: 165.74'
Course: N76°54'16"W
Course In: S17°37'21"W
Course Out: N8°34'08"E
RP North: 2,330.53'
East: -847.11'
End North: 3,368.81'
East: -690.66'

Segment# 14: Curve
Length: 129.33'
Radius: 950.00'
Delta: 7°48'01"
Tangent: 64.77'
Chord: 129.23'
Course: N77°31'52"W
Course In: N8°34'08"E
Course Out: S16°22'09"W
RP North: 4,308.21'
East: -549.12'
End North: 3,396.72'
East: -816.85'

Segment# 15: Line
Course: N69°00'50"W
Length: 88.98'
North: 3,428.58'
East: -899.93'

Segment# 16: Curve
Length: 54.36'
Radius: 947.00'
Delta: 3°17'19"
Tangent: 27.18'
Chord: 54.35'
Course: N66°36'44"W
Course In: N21°44'36"E
Course Out: S25°01'55"W
RP North: 4,308.21'
East: -549.11'
End North: 3,450.16'
East: -949.81'

Segment# 17: Line
Course: N64°58'05"W
Length: 75.45'
North: 3,482.08'
East: -1,018.17'

Segment# 18: Curve
Length: 1,083.43'
Radius: 800.00'
Delta: 77°35'41"
Tangent: 643.16'
Chord: 1,002.51'
Course: N31°08'35"W
Course In: N20°03'35"E
Course Out: N82°20'44"W
RP North: 4,233.55'
East: -743.77'

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End North: 4,340.11' East: -1,536.64'

Segment# 19: Line
Course: N7°39'47"E Length: 235.76'
North: 4,573.76' East: -1,505.21'

Segment# 20: Curve
Length: 43.98' Radius: 28.00'
Delta: 90°00'00" Tangent: 28.00'
Chord: 39.60' Course: N52°39'47"E
Course In: S82°20'13"E Course Out: N7°39'47"E
RP North: 4,570.03' East: -1,477.46'
End North: 4,597.78' East: -1,473.72'

Segment# 21: Line
Course: S82°20'13"E Length: 4.00'
North: 4,597.25' East: -1,469.76'

Segment# 22: Curve
Length: 164.98' Radius: 246.00'
Delta: 38°25'29" Tangent: 85.73'
Chord: 161.90' Course: N78°27'03"E
Course In: N7°39'47"E Course Out: S30°45'42"E
RP North: 4,841.05' East: -1,436.96'
End North: 4,629.66' East: -1,311.13'

Segment# 23: Line
Course: N59°14'18"E Length: 85.98'
North: 4,673.64' East: -1,237.25'

Segment# 24: Line
Course: S30°45'42"E Length: 167.67'
North: 4,529.56' East: -1,151.49'

Segment# 25: Line
Course: S30°45'42"E Length: 34.57'
North: 4,499.85' East: -1,133.81'

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Segment# 26: Curve
Length: 163.51'
Radius: 167.00'
Delta: 56°05'54"
Tangent: 88.98'
Chord: 157.06'
Course: S58°48'39"E
Course In: N59°14'18"E
Course Out: S3°08'24"W
RP North: 4,585.27'
East: -990.31'
End North: 4,418.52'
East: -999.46'

Segment# 27: Line
Course: N59°53'26"E
Length: 284.99'
North: 4,561.48'
East: -752.92'

Segment# 28: Line
Course: S46°46'09"E
Length: 425.24'
North: 4,270.22'
East: -443.09'

Segment# 29: Curve
Length: 42.27'
Radius: 27.00'
Delta: 89°42'26"
Tangent: 26.86'
Chord: 38.09'
Course: S1°54'56"E
Course In: S43°13'51"W
Course Out: S47°03'43"E
RP North: 4,250.55'
East: -461.58'
End North: 4,232.15'
East: -441.82'

Segment# 30: Line
Course: S46°46'09"E
Length: 40.00'
North: 4,204.76'
East: -412.67'

Segment# 31: Line
Course: N43°13'51"E
Length: 420.78'
North: 4,511.34'
East: -124.46'

Segment# 32: Curve
Length: 98.37'
Radius: 1,000.00'
Delta: 5°38'10"
Tangent: 49.22'
Chord: 98.33'
Course: N46°02'56"E
Course In: S46°46'09"E
Course Out: N41°07'59"W
RP North: 3,826.40'
East: 604.14'

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End North: 4,579.58' East: -53.67'

Segment# 33: Line
Course: N48°52'01"E Length: 279.77'
North: 4,763.62' East: 157.04'

Perimeter: 6,545.03' Area: 1,450,566.47Sq.Ft.
Error Closure: 0.01 Course: N39°45'56"W
Error North: 0.005 East: -0.004

Precision 1: 654,503.00

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.