LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT

RESOLUTION # 25/26-09

RESOLUTION GRANTING EASEMENT TO SUMMERHILL 50 LGSR LLC AND SANTA CLARA COUNTY FIRE DEPARTMENT FOR EMERGENCY ACCESS OVER A PORTION OF THE LOS GATOS HIGH SCHOOL CAMPUS

WHEREAS, the Los Gatos-Saratoga Union High School District ("**District**") currently owns and operates the Los Gatos High School, located at 20 High School Court, Los Gatos, CA 95030 ("**Site**"); and

WHEREAS, on property adjacent to the Site, Summerhill 50 LGSR LLC ("**Developer**") is developing a residential townhome-style condominium development, located at 50 Los Gatos-Saratoga Road, Los Gatos, CA 95030 ("**Development**"); and

WHEREAS, the Town of Los Gatos ("**Town**") and the Santa Clara County Fire Department ("**Fire Department**") have requested that Developer provide a secondary emergency vehicle access ("**EVA(s)**") across the District's Site as part of its Development; and

WHEREAS, the District and the Developer have also negotiated and agreed that Developer is granting an EVA across its Development for the District's use; and

WHEREAS, attached hereto as **Exhibit 1**, is a copy of the proposed *Mutual Grant of Non-Exclusive Easements* ("**Easement(s)**"), which includes the terms of the mutual Easements, the locations of each EVA, and the timing of the final location of the EVA on the District's Site based on the as-constructed EVA, which will be finalized during construction, and which the District and the Developer will record at that time; and

WHEREAS, pursuant to Education Code section 17556 et seq., the governing board of a school district may convey to any public corporation, or private corporation engaged in the public utility business, any real property belonging to such school district upon such terms and conditions as the parties thereto may agree; and

WHEREAS, the District desires to provide the Easement to the Developer and the Fire Department, for the installation and access to EVAs through the Site, as well as accepting the Easement Developer is granting to the District for an EVA through the Development; and

WHEREAS, the District believes that the Easements will also satisfy the provision of the Grant Agreement between the District and the Town, dated November 2, 2022, regarding emergency vehicle access at the Site; and

WHEREAS, in accordance with Education Code section 17557, on January 29, 2026, the District's governing board adopted Resolution No. 25/26-08 entitled "Resolution of Intention to Grant an

Easement to Summerhill 50 LGSR LLC and Santa Clara County Fire Department for Emergency Access Over a Portion of the Los Gatos High School Campus"; and

WHEREAS, in accordance with Education Code section 17558, the District gave notice of the public hearing held on February 12, 2026, by posting copies of Resolution No. 25/26-08 in three (3) public places within the District's boundaries not less than ten (10) days before the public hearing, and by publishing a notice in a newspaper of general circulation in the District on February 6, 2026; and

WHEREAS, on February 12, 2026, the District held a public hearing on whether it should adopt this resolution.

NOW, THEREFORE BE IT RESOLVED that the District's governing board declares the above recitals are true and correct, that the property upon which the Easement is to be located is not needed for school classroom buildings, that the grant of the Easement would be in the best interests of the District in that it will satisfy the provision of the Grant Agreement between the District and the Town, dated November 2, 2022, regarding emergency vehicle access at the Site, that the Board hereby determines that the District is in compliance with all relevant sections of the Education Code and all other applicable laws, and that the Superintendent or designee is further authorized to perform all actions and execute all documents necessary to carry out the intent of the Resolution.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT, **BY A 2/3 VOTE**, at a meeting held on _____, 2026, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

_____
Board President

Attested to: _____

Exhibit 1: Mutual Grant of Non-Exclusive Easements

EXHIBIT 1
TO RESOLUTION GRANTING EASEMENT

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT 17421 Farley Road West Los Gatos, CA 95030 ATTN: Exec. Director, Business Services	
EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 27383	**SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY**

MUTUAL GRANT OF NON-EXCLUSIVE EASEMENTS

The undersigned Parties declare:

Documentary transfer tax is $495.00
(X) computed on full value of property conveyed, or
( ) computed on full value, less value of liens and encumbrances remaining at time of sale.

THIS MUTUAL GRANT OF NON-EXCLUSIVE EASEMENTS (**"Easement"**) is entered into as of _____, 2026 ("**Effective Date**"), by and between the LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT, a California public school district ("**District**"), and SUMMERHILL 50 LGSR LLC, a California limited liability company ("**SummerHill**"; SummerHill and the District are sometimes referred to herein collectively as the "**Parties**" or individually as a "**Party**"), with reference to the following facts:

RECITALS

A. District is the current owner of that certain real property commonly known as Los Gatos High School and located at 20 High School Court, Town of Los Gatos, County of Santa Clara, State of California, more particularly described on Exhibit A attached hereto (**"District Property"**).

B. SummerHill is or will be the owner of a townhome-style condominium community on that certain real property formerly known as the "Los Gatos Lodge" and located at 50 Los Gatos-Saratoga Road, Town of Los Gatos, County of Santa Clara, State of California, more particularly described on Exhibit B attached hereto ("**Development**").

C. The Santa Clara County Fire Department ("**Fire Department**") requested that SummerHill provide a secondary emergency vehicle access route as part of its Development.

D. SummerHill has or will construct streets through the Development as part of its

construction of the Development. The streets located within Parcel F and Parcel A as shown on Tract _____ filed on _____ in Book ____ of Maps, Page ____, Official Records of Santa Clara County ("**Tract Map**"), contain an emergency vehicle access easement or EVAE as shown on Parcels F and A of the Tract Map, as more particularly described on **Exhibit D** attached hereto and made a part hereof ("**SummerHill EVA**"). The EVAE created by the Tract Map allows the fire department and other emergency service providers to use the SummerHill EVA for emergency purposes. SummerHill intends to allow District access and use of the SummerHill EVA in the event of a Life-Threatening Emergency (hereinafter defined).

E. Pursuant to a separate, unrecorded right of entry agreement between the District and SummerHill, SummerHill has or will construct a secondary non-exclusive emergency vehicle and pedestrian access, ingress and egress route through those portions of the District Property as more particularly described on **Exhibit C** attached hereto and made a part hereof ("**District EVA**"). The District EVA and the SummerHill EVA are sometimes referred to herein collectively as the "**EVA's**" or individually as an "**EVA**" as the context indicates.

F. The SummerHill EVA and the District EVA are separated by a chain link gate with a "Knox Box" gate key switch or padlock style opener capable of being opened by Fire Personnel (hereinafter defined) ("**Gate**").

G. The District intends to allow SummerHill access and use of the District EVA in the event of a Life-Threatening Emergency, and SummerHill intends to allow the District access and use of the SummerHill EVA in the event of a Life-Threatening Emergency. Further, the Parties intend that the District EVA and SummerHill EVA be available for use by fire department vehicles and personnel, including those of the Fire Department ("**Fire Personnel**") in the event of (1) a Life-Threatening Emergency or, (2) upon 72-hours' notice, inspection of the EVA's during non-school hours.

H. The District is willing to grant SummerHill, and SummerHill is willing to grant to the District, this mutual Easement on the terms and conditions set forth herein.

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

AGREEMENT

1. Grant of Easement.

(a) **District to Fire Personnel.** District hereby grants and conveys unto Fire Personnel a perpetual, permanent and non-exclusive easement in, on, over, across, and through, and right of way to enter upon and use the District EVA for (1) emergency vehicle access, ingress and egress over and across the District EVA, including pedestrian use by all Fire Personnel, and to open the Gate in connection with such use, all in the event of a Life-Threatening Emergency or (2) upon 72-hours' notice, inspection of the District EVA during non-school hours.

(b) **District to SummerHill.** District further grants and conveys unto SummerHill a perpetual, permanent and non-exclusive easement in, on, over, across, under and through, and

vehicular and pedestrian right of way to enter upon, and use the District EVA in the event of a Life-Threatening Emergency.

(c) **SummerHill to District.** SummerHill hereby grants and conveys unto District a perpetual, permanent and non-exclusive easement in, on, over, across, under and through, and vehicular and pedestrian right of way to enter upon, and use the SummerHill EVA in the event of a Life-Threatening Emergency.

(d) As used in this Agreement, "Life-Threatening Emergency" shall mean a situation in which a reasonably prudent person would believe that immediate intervention is needed to protect life or property from an immediate threat, that requires (1) rapid ingress to or egress from the Development as ordered by police or fire or that is otherwise obvious or manifest under the circumstances, and/or (2) rapid ingress to or egress from the District Property as ordered by police or fire or that is otherwise obvious or manifest under the circumstances, and in which the Gate shall be opened to enable such ingress to or egress from the Development or the District Property, as the case may be, by the Parties' respective staff (if applicable), residents, guests, tenants and/or vendors.

(e) Notwithstanding the foregoing, each Party shall have the right to construct and/or install any and all other improvements within that portion of the EVA owned by such Party, including, without limitation, roadways, paved driveways, and/or walkways; and landscaping on the edge of such EVA, lighting and/or similar improvements; provided, however, the construction and maintenance of such improvements shall not unreasonably interfere with the use of the EVA by Fire Personnel or by the other Party, including, without limitation, obstructing its use in the event of a Life-Threatening Emergency and its use as an emergency vehicle access route pursuant to Fire Department requirements.

2. No Fee Interest. This Easement and the EVA's are not, and will not be interpreted to be, a grant of a fee interest by either Party.

3. Binding Effect. Unless terminated pursuant to the terms of this Easement, this Easement and all covenants and restrictions contained herein shall, to the fullest extent permitted by law and equity and without regard to technical classifications or designations, be deemed to be covenants running with the land with respect to the District Property and the Development, respectively, for the reciprocal burden and benefit of those properties, and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns, during their ownership, of any portion of the District Property and the Development, respectively, and on each person or entity having any interest in this Easement derived through any owner of the District Property and the Development, respectively. SummerHill shall have the right to assign this Easement and SummerHill's rights and obligations under this Easement to any successor or assign with respect to all or any portion of the Development, and SummerHill will provide District with notice and a complete copy of such assignment within seven (7) days of any such assignment.

4. Operation, Maintenance & Repair.

(a) Each Party shall be responsible for operating, maintaining, and repairing that portion of the EVA owned by such Party in good condition and working order in accordance with such Party's typical practice of maintaining such improvements and consistent with industry standards, except as set forth below.

(b) SummerHill shall be responsible for and shall pay for any damage, repairs, or replacements, including damage to personal property of District students or staff and to the District Property, to the extent caused by the use of the District EVA by SummerHill and its Development staff, residents, guests, tenants, vendors, agents, employees, representatives, licensees, invitees or any person accessing the District EVA in the event of a Life-Threatening Emergency ("**Damaged District Property**"). In the event that SummerHill fails to repair the Damaged District Property within forty-five (45) calendar days, the District may, at District's sole discretion, undertake any repairs of the Damaged District Property and SummerHill shall reimburse District for the costs of such repairs within forty-five (45) calendar days of the date of District's invoice and supporting documentation, except that District shall have the right to make immediate repairs to the Damaged District Property which in its sole discretion the District deems are urgent and necessary, including to maintain the safety and security, and will charge SummerHill for the costs of the repairs to the Damaged District Property, and SummerHill shall reimburse District for the costs of such repairs within forty-five (45) calendar days of the date of District's invoice and supporting documentation.

(c) District shall be responsible for and shall pay for any damage, repairs, or replacements, including damage to personal property of SummerHill or to its residents, tenants, and guests, and to the Development, to the extent caused by the use of the SummerHill EVA by the District and its staff, students, tenants, vendors, agents, employees, representatives, licensees, invitees or any person accessing the SummerHill EVA in the event of a Life-Threatening Emergency ("**Damaged Development Property**"). In the event that the District fails to repair the Damaged Development Property within forty-five (45) calendar days, SummerHill may, at SummerHill's sole discretion, undertake any repairs of the Damaged Development Property and District shall reimburse SummerHill for the costs of such repairs within forty-five (45) calendar days of the date of SummerHill's invoice and supporting documentation, except that SummerHill shall have the right to make immediate repairs to the Damaged Development Property which in its sole discretion SummerHill deems are urgent and necessary, including to maintain the safety and security, and will charge the District for the costs of the repairs to the Damaged Development Property, and the District shall reimburse District for the costs of such repairs within forty-five (45) calendar days of the date of SummerHill's invoice and supporting documentation.

5. Use of EVA's.

(a) The Gate may be opened by Fire Personnel in the event of a circumstance identified in this Easement during which Fire Personnel are permitted to access the District Property or the Development.

(b) In the event of a Life-Threatening Emergency, the Gate shall be opened to provide ingress to or egress from the Development or the District Property, as the case may be. To the extent reasonably practicable under the circumstances of an emergency, reasonable precautions will be exercised when using the District EVA and the SummerHill EVA to avoid damage to the District Property and the Development, as the case may be, and protect persons or property. Reasonable care and effort will be taken when using the District EVA to avoid harming District students, staff, employees, parents, children, visitors, and anyone else on District Property or associated with District during the time the District EVA is being used for the purposes set forth in this Easement. Reasonable care and effort will be taken when using the SummerHill EVA to avoid harming the staff, employees, residents, tenants, vendors, visitors, and anyone else on Development or associated with SummerHill during the time the SummerHill EVA is being used

for the purposes set forth in this Easement. The Gate is to remain locked at all times except as expressly set forth herein.

(c) With respect to the District's use of the SummerHill EVA, the District agrees that Fire Personnel shall control access to and use of the Gate, and students, staff and other District personnel, vendors, contractors, agents or employees are not to use the SummerHill EVA or the Gate, except in the event of an egress from the District Property in the event of a Life-Threatening Emergency regarding the District Property.

(d) With respect to the District EVA, SummerHill staff, employees, residents, tenants, vendors, visitors, and anyone else on Development or associated with SummerHill, are not to use the District EVA or the Gate, except in the event of an egress from the Development in the event of a Life-Threatening Emergency regarding the Development.

1. Term of Easement. This Easement shall commence upon the Effective Date and shall be permanent unless otherwise terminated by the Parties.

2. Indemnification and Hold Harmless. To the fullest extent permitted by law, including without limitation, California Government Code section 14662.5, SummerHill agrees to indemnify and hold harmless the District, its elected and appointed officials, officers, directors, employees, agents, volunteers, successors, representatives, and assigns (collectively, the "**District Parties**"), from and against any damage or injury proximately caused by reason of the SummerHill's use of the District EVA on the terms and for the purposes set forth in this Easement; provided that, this indemnification shall not apply to the extent that any such damage or injury is caused by or results from the negligence or willful misconduct of the District.

To the fullest extent permitted by law, including without limitation, California Government Code section 14662.5, District agrees to indemnify and hold harmless SummerHill, its residents, any association, and their respective officers, directors, employees, agents, volunteers, successors, representatives, and assigns (collectively, the "**SummerHill Parties**"), from and against any damage or injury proximately caused by reason of the District's use of the SummerHill EVA; provided that, this indemnification shall not apply to the extent that any such damage or injury is caused by or results from the negligence or willful misconduct of SummerHill.

3. Limitation of District Liability. District shall not be liable for loss or damage to property or bodily damage/injuries to staff, residents, guests, vendors, agents, representatives, or employees of SummerHill by reason of the exercise of privileges given in this Easement. SummerHill shall not be liable for loss or damage to property or bodily damage/injuries to staff, residents, guests, vendors, agents, representatives, or employees of District by reason of the use of the SummerHill EVA.

4. Amendment and Termination. This Easement may be amended only by written agreement signed by the Parties hereto. In the event that the Parties hereto mutually agree to terminate this Easement, the Parties hereto agree to execute in a recordable form any document reasonably requested by either Party acknowledging the partial or complete termination of the easements described herein.

5. Governing Law. This Easement, and the Parties' performance under this Easement, will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

6. Integration. This Easement contains the entire agreement of the Parties with respect to the subject matter described herein, and supersedes all previous communications, representations, understandings, and agreements, whether verbal, written, express, or implied, between the Parties with respect to the subject matter.

7. Counterparts. This Easement may be entered into in separate counterparts, that when taken together shall form a single binding Easement.

[SIGNATURES ON FOLLOWING PAGE]

The Parties hereto have executed this Easement for the purpose of agreeing to be bound by the provisions hereof, as of the Effective Date set forth above.

Dated: _____, 20_____

LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT, a California public school district

By: _____

Print Name: _____

Print Title: _____

Dated: _____, 20___

SUMMERHILL 50 LGSR LLC, a California limited liability company

By: SummerHill Homes LLC, a California limited liability company, its manager

By: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

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

State of California)
County of)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California)
County of)

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

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Signature _____ (Seal)

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State of California)
County of)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION AND DRAWING OF DISTRICT PROPERTY

Real property in the City of Los Gatos, County of Santa Clara, State of California, described as follows:

PARCEL A:

LOTS 10,12,13,14,15,16,17,18,19,20,21,22,23 AND 24 IN BLOCK 4, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "MAP OF THE GOLDSWORTHY AND DENNIS ADDITION TO THE TOWN OF LOS GATOS," WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON APRIL 02, 1892 IN BOOK "E" OF MAPS, AT PAGE 147.

PARCEL B:

ALL OF THAT PORTION OF THE SIMONS RANCH, PARTICULARLY DESCRIBED AS FOLLOWS:

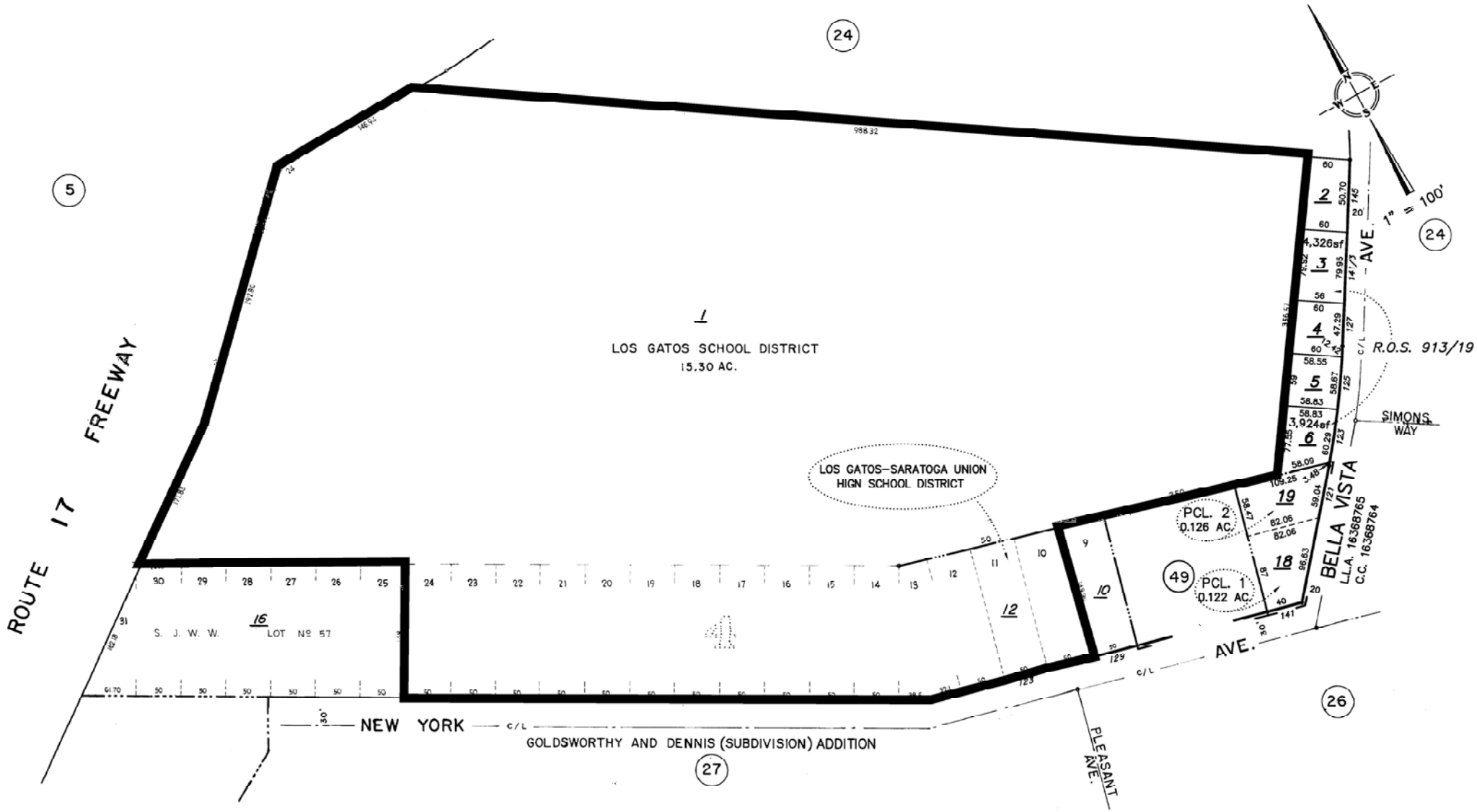
BEGINNING AT AN IRON STAKE IN THE NORTHERLY LINE OF THE D.P. SIMONS TRACT, LOCATED IN THE TOWN OF LOS GATOS, CALIFORNIA, WHICH SAID POINT OF BEGINNING IS NORTH 56° 48' WEST 716.496 CHAINS FROM THE CENTER LINE OF SAN JOSE AVENUE; THENCE NORTH 56° 48' WEST 1,480.38 CHAINS TO AN IRON STAKE IN THE CENTER LINE OF LOS GATOS CREEK; THENCE UP SAID CREEK WITH THE FOLLOWING COURSES AND DISTANCES: SOUTH 18° 45' WEST 6402 FEET TO AN IRON STAKE; SOUTH 46° 30' WEST 5.92 CHAINS TO AN IRON STAKE; SOUTH 28° 30' WEST 120.12 FEET TO AN IRON STAKE; THENCE LEAVING LOS GATOS CREEK AND RUNNING SOUTH 60° 33' EAST 1,122.66 FEET TO A 2" X 3" REDWOOD STAKE MARKED G.1; THENCE SOUTH 74° 20' EAST 434.94 FEET TO AN IRON STAKE; THENCE NORTH 34° 43' EAST ALONG THE LANDS NOW OR FORMERLY OF ASHLEY, RUTHERFORD AND DAVIS 357.52 FEET TO THE PLACE OF BEGINNING, BEING A PART OF THAT CERTAIN TRACT OF LAND CONVEYED BY G.L. TURNER TO D.P. SIMONS AND RECORDED IN BOOK 148 OF DEEDS, PAGE 622, SANTA CLARA COUNTY RECORDS.

EXCEPTING FROM SAID PARCEL B, THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA IN THE DEED RECORDED DECEMBER 29, 1954 IN BOOK 3045, PAGE 509

TRACT THREE:
LOT 11, BLOCK 4 AS SHOWN UPON THE MAP OF GOLDSWORTHY AND DENNIS ADDITION TO LOS GATOS, WHICH MAP IS ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN BOOK "E" OF MAPS, AT PAGE 147.

OFFICE OF COUNTY ASSESSOR — SANTA CLARA COUNTY, CALIFORNIA

BOOK	PAGE
529	25



TRA DET. MAP 099

LAWRENCE E. STONE – ASSESSOR
Cadastral map for assessment purposes only.
Compiled under R. & T. Code, Sec. 327.
Effective Roll Year 2024–2025

EXHIBIT B

LEGAL DESCRIPTION OF DEVELOPMENT

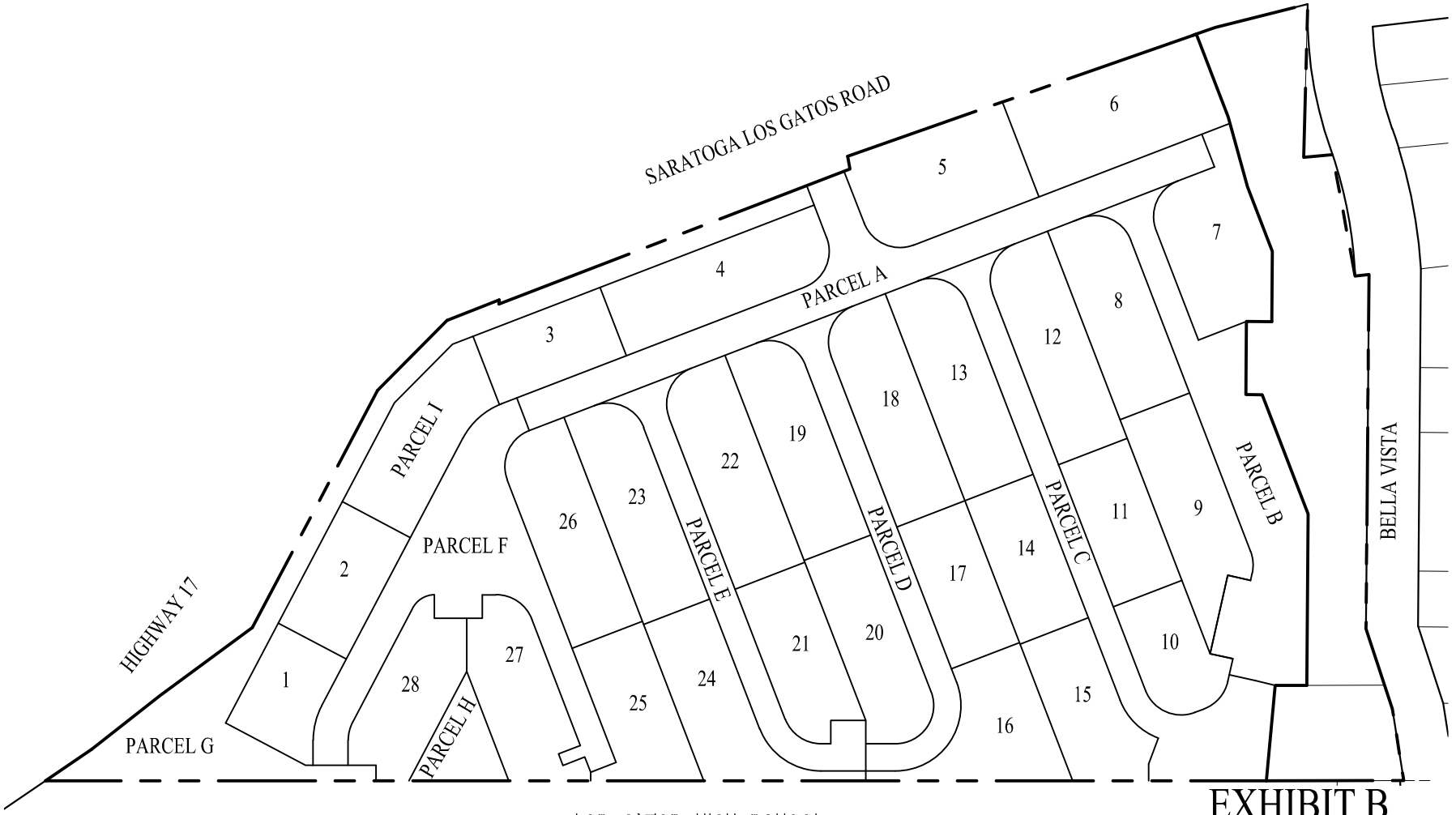
JUNE 4, 2025
JOB NO. 3812-000

PROPERTY DESCRIPTION

REAL PROPERTY SITUATE IN THE TOWN OF LOS GATOS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF THE LAND WITHIN THE SUBDIVISION BOUNDARY LINE OF THAT MAP ENTITLED "TRACT 10657 LOS GATOS LODGE" RECORDED_____ FILED IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY.

END DESCRIPTION



LOS GATOS HIGH SCHOOL
APN 529-25-001

EXHIBIT B
DEPICTION OF DEVELOPMENT
50 LOS GATOS SARATOGA ROAD

TOWN OF LOS GATOS SANTA CLARA COUNTY CALIFORNIA

SCALE: 1" = 120' DATE: JANUARY 9, 2026

LEGEND

PROPERTY BOUNDARY

LOT LINE

EXHIBIT FOR REFERENCE ONLY. SEE RECORDED FINAL MAP FOR METES AND BOUNDS OF ALL LOTS AND PARCELS

cbg
SAN RAMON (925) 866-0322
ROSEVILLE (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

EXHIBIT C

LEGAL DESCRIPTION OF DISTRICT EVA

JANUARY 13, 2026
JOB NO. 3812-000

EXHIBIT A
LEGAL DESCRIPTION
EMERGENCY VEHICLE ACCESS EASEMENT

REAL PROPERTY SITUATE IN THE TOWN OF LOS GATOS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS OF LOS GATOS HIGH SCHOOL AS SHOWN ON THAT RECORD OF SURVEY RECORDED JULY 3, 2024, FILED IN BOOK 962 OF MAPS, AT PAGE 54, IN THE OFFICE OF THE COUNTY SURVEYOR OF SANTA CLARA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERNMOST CORNER OF SAID LANDS, SAID POINT BEING THE NORTHWESTERLY TERMINUS OF THAT COURSE LABELED "N57°23'10"W 998.21'" ON SHEET 6 OF SAID MAP;

THENCE, ALONG THE NORTHEASTERN LINE OF SAID LANDS, SOUTH 56°18'29" EAST 209.51 FEET (SAID BEARING BEING TAKEN AS THE BASIS OF BEARINGS FOR THIS DESCRIPTION) TO THE **POINT OF BEGINNING;**

THENCE, CONTINUING ON SAID NORTHEASTERN LINE, SOUTH 56°18'29" EAST 21.00 FEET;

THENCE, LEAVING SAID NORTHEASTERN LINE, SOUTH 33°41'31" WEST 16.71 FEET;

THENCE, ALONG THE ARC OF A TANGENT 29.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 39°49'38", AN ARC DISTANCE OF 20.51 FEET;

THENCE, SOUTH 06°08'07" EAST 148.59 FEET;

THENCE, ALONG THE ARC OF A TANGENT 29.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°09'37", AN ARC DISTANCE OF 7.29 FEET;

THENCE, SOUTH 20°17'44" EAST 69.32 FEET;

THENCE, ALONG THE ARC OF A TANGENT 50.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27°52'38", AN ARC DISTANCE OF 24.57 FEET;

THENCE, SOUTH 07°34'54" EAST 67.66 FEET;

THENCE, ALONG THE ARC OF A TANGENT 29.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24°44'34", AN ARC DISTANCE OF 12.74 FEET;

THENCE, SOUTH 17°09'40" EAST 194.01 FEET;

THENCE, ALONG THE ARC OF A TANGENT 50.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 57°13'53", AN ARC DISTANCE OF 50.44 FEET;

THENCE, ALONG THE ARC OF A REVERSE 36.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 23°59'32", AN ARC DISTANCE OF 15.07 FEET;

THENCE, SOUTH 16°04'41" WEST 8.01 FEET TO A POINT ON THE SOUTHWESTERN LINE OF SAID LANDS OF LOS GATOS HIGH SCHOOL;

THENCE, ALONG SAID SOUTHWESTERN LINE, NORTH 73°55'19" WEST 21.00 FEET;

THENCE, LEAVING SAID SOUTHWESTERN LINE, NORTH 16°04'41" EAST 7.94 FEET;

THENCE, ALONG THE ARC OF A TANGENT 57.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 22°37'45", AN ARC DISTANCE OF 22.51 FEET;

THENCE, ALONG THE ARC OF A REVERSE 33.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 55°52'06", AN ARC DISTANCE OF 32.67 FEET;

THENCE, NORTH 17°09'40" WEST 191.89 FEET;

THENCE, ALONG THE ARC OF A TANGENT 50.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24°44'34", AN ARC DISTANCE OF 21.81 FEET;

THENCE, NORTH 07°34'54" EAST 67.66 FEET;

THENCE, ALONG THE ARC OF A TANGENT 29.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°52'38", AN ARC DISTANCE OF 14.35 FEET;

THENCE, NORTH 20°17'44" WEST 69.32 FEET;

THENCE, ALONG THE ARC OF A TANGENT 50.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°09'37", AN ARC DISTANCE OF 12.48 FEET;

THENCE, NORTH 06°08'07" WEST 148.59 FEET;

THENCE, ALONG THE ARC OF A TANGENT 50.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 39°49'38", AN ARC DISTANCE OF 35.10 FEET;

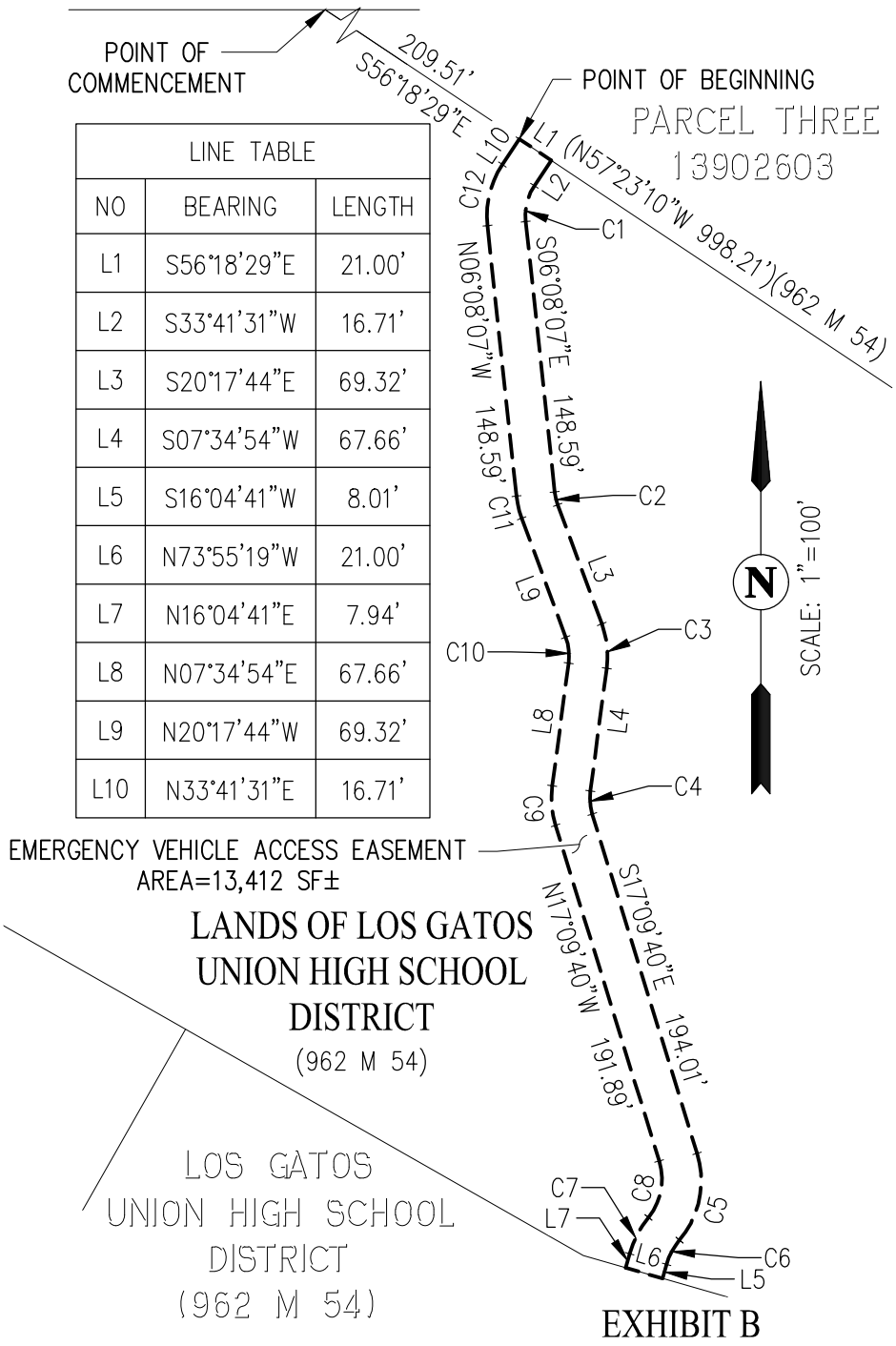
THENCE, NORTH 33°41'31" EAST 16.71 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 13,412 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

MATHEW A. STEWARD, P.L.S.
L.S. NO. 9036



LINE TABLE		
NO	BEARING	LENGTH
L1	S56°18'29"E	21.00'
L2	S33°41'31"W	16.71'
L3	S20°17'44"E	69.32'
L4	S07°34'54"W	67.66'
L5	S16°04'41"W	8.01'
L6	N73°55'19"W	21.00'
L7	N16°04'41"E	7.94'
L8	N07°34'54"E	67.66'
L9	N20°17'44"W	69.32'
L10	N33°41'31"E	16.71'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	29.50'	39°49'38"	20.51'
C2	29.50'	14°09'37"	7.29'
C3	50.50'	27°52'38"	24.57'
C4	29.50'	24°44'34"	12.74'
C5	50.50'	57°13'53"	50.44'
C6	36.00'	23°59'32"	15.07'
C7	57.00'	22°37'45"	22.51'
C8	33.50'	55°52'06"	32.67'
C9	50.50'	24°44'34"	21.81'
C10	29.50'	27°52'38"	14.35'
C11	50.50'	14°09'37"	12.48'
C12	50.50'	39°49'38"	35.10'

LICENSED LAND SURVEYOR
MATTHEW A. STEWARD
9036
PRELIMINARY
STATE OF CALIFORNIA

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EMERGENCY VEHICLE ACCESS EASEMENT
PORTION OF LANDS OF LOS GATOS UNION HIGH SCHOOL DISTRICT (962 M 54)
TOWN OF LOS GATOS, SANTA CLARA COUNTY, CALIFORNIA

JANUARY 13, 2026

SHEET 1 OF 1

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

EXHIBIT D

LEGAL DESCRIPTION OF SUMMERHILL EVA

NOTE: At the time of the District's Governing Board's approval of this Easement, including this Exhibit, the Parties attached the then-current depiction of the location of the SummerHill EVA. The Parties agree that, after the Town of Los Gatos has approved the final map for the Development, and assuming the final location of the SummerHill EVA is substantially the same as the location of the SummerHill EVA at the time of the District's Governing Board's approval of this Easement, the Parties shall direct a title company, through escrow instructions, to attach the then-final description and drawing of the location of Parcel F and Parcel A (which make up the SummerHill EVA), and to thereafter record this Easement on the District Property and on the Development.

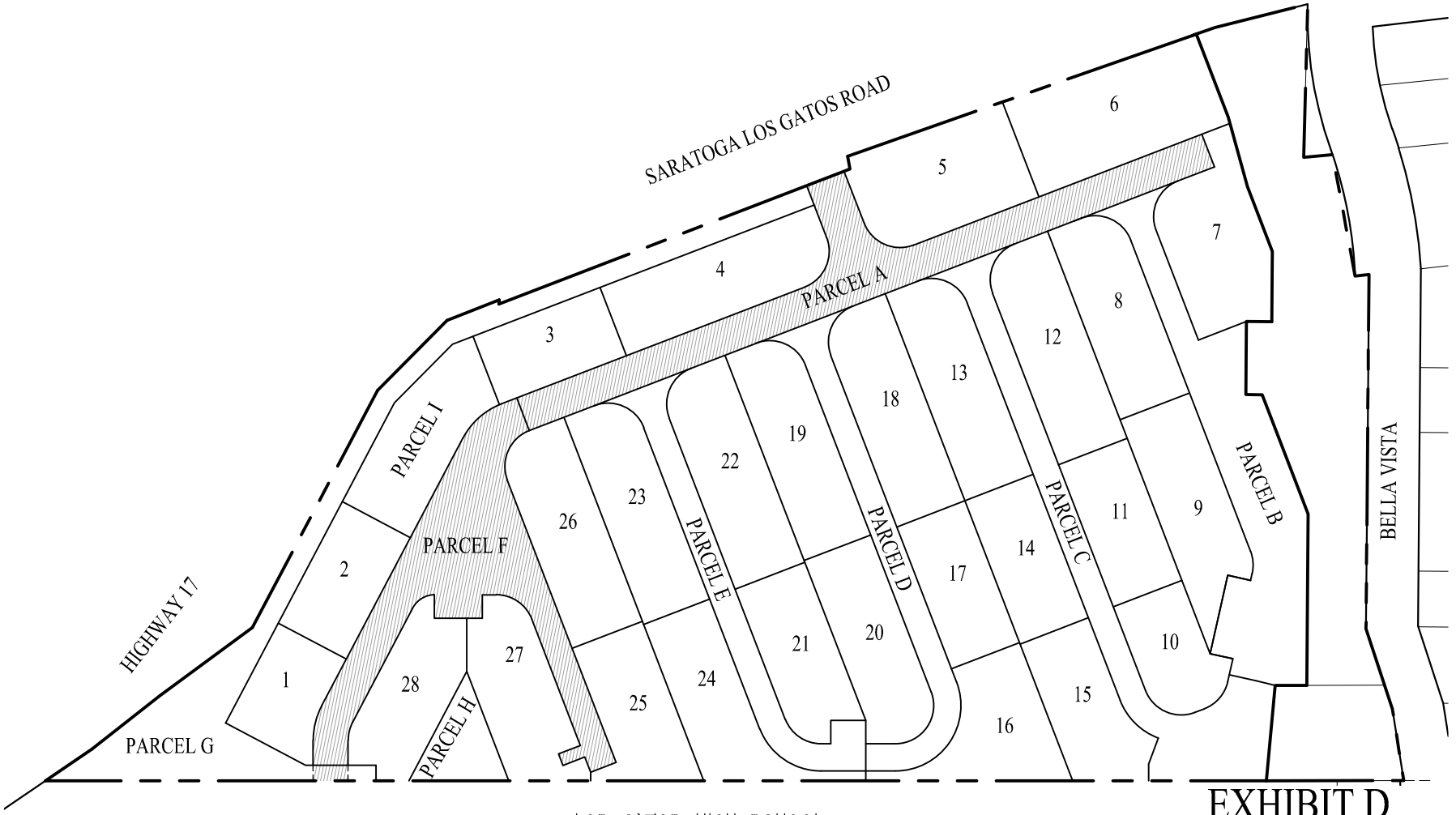
APRIL 24, 2025
JOB NO.: 3812-000

DESCRIPTION
EMERGENCY VEHICLE ACCESS EASEMENT

REAL PROPERTY SITUATE IN THE CITY OF LOS GATOS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF THE AREAS DELINEATED AS EMERGENCY VEHICLE ACCESS EASEMENT (EVAE) ACROSS PARCELS A, F, AND G, AS SAID PARCELS ARE SHOWN AND SO DESIGNATED ON THAT MAP ENTITLED “TRACT 10657 LOS GATOS LODGE” RECORDED _____ FILED IN BOOK _____ OF MAPS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY.

END DESCRIPTION



LOS GATOS HIGH SCHOOL
APN 529-25-001

EXHIBIT D
DEPICTION OF
SUMMERHILL EVAE
50 LOS GATOS SARATOGA ROAD

TOWN OF LOS GATOS SANTA CLARA COUNTY CALIFORNIA

SCALE: 1" = 120' DATE: JANUARY 9, 2026

LEGEND

PROPERTY BOUNDARY

LOT LINE

EMERGENCY VEHICLE ACCESS EASEMENT

EXHIBIT FOR REFERENCE ONLY. SEE RECORDED FINAL MAP
FOR METES AND BOUNDS OF ALL LOTS AND PARCELS

cbg
SAN RAMON (925) 866-0322
ROSEVILLE (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

H:\3812-000\ACAD\EXHIBITS\EVA & TRAIL EXHIBITS\EVA AGREEMENT\XB-003 - EXHIBIT D.DWG

CERTIFICATES OF ACCEPTANCE