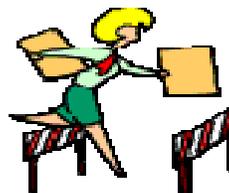




# CITY OF MILPITAS

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479  
GENERAL INFORMATION: 408-586-3000, [www.ci.milpitas.ca.gov](http://www.ci.milpitas.ca.gov)

City Council Meeting  
06/17/2014

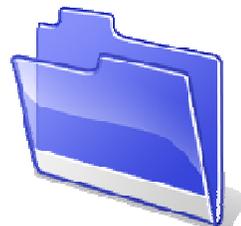
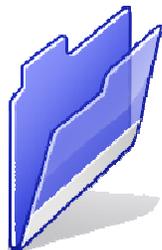


## Attachment Related to Agenda

### Item #1

**F. Letter of Support from Chamber of Commerce**

## After Agenda Packet Distribution





June 16, 2014

For the Attention of:  
Planning Director Steve McHarris  
Scott Ruhland  
Milpitas City Council

The Milpitas Chamber of Commerce is in Support of the Citation development at the corner of Piper Drive and Montague Expressway.

The Board of Directors is pleased to see the inclusion of Commercial and retail space in the planning of this property. It is good to see the opportunity for jobs and business in a residential development that is being created on land that is in the transit area where land was once zoned for commercial use.

Sincerely

Liz Ainsworth  
President of the Board of Directors  
Milpitas Chamber of Commerce



# CITY OF MILPITAS

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455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479  
GENERAL INFORMATION: 408-586-3000, [www.ci.milpitas.ca.gov](http://www.ci.milpitas.ca.gov)

## **Letter Received at the City Council Meeting of June 17, 2014**

### **Regarding Item #1 Citation II Lago Vista Apartments**



# SCS Development Company

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David R. Sylva  
General Counsel  
408-985-6016 (Direct)  
408-985-6057 (Facsimile)  
[dsylva@scsdevelopment.com](mailto:dsylva@scsdevelopment.com)

June 17, 2014

Mayor Esteves  
Members of the City Council  
City of Milpitas  
455 East Calaveras Blvd.  
Milpitas, CA 95035

Re: Item #1 – Public Hearing (6/17/14) Resolution 14-019  
381 Apartment Units, 8100 sq. ft. of Commercial/Office Space  
765 Montague Expy.

Dear Mayor Esteves and Members of the Milpitas City Council,

We are concerned about certain conditions recommended by staff and the Planning Commission relating to Montague Expressway. This is a County-owned roadway with plans for widening in 2015. It is our understanding that a large part of the funding source is from a settlement agreement that was reached with the City of San José regarding their North of First Street Development Plan, which was approved some time ago.

It is our position that the conditions related to Montague Expressway, particularly involving the widening aspect, are more to do with the aspect of providing a functioning, major, regional traffic corridor than a typical city street.

The original plan for the Montague widening was for four (4) lanes in the westbound direction, which in our original 2013 submittal conformed to the TASP. The County has since changed that plan to five (5) westbound lanes, which encroached further into our developable property.

Our specific concerns are the implementation of Resolution 14-019:

1. Policy 4.5 – “new development must dedicate land for Montague Expressway”
2. Condition 43 – Treatment of Montague Widening
3. Condition 71 – Meeting County specifications for Montague improvements
4. Condition 84 – Landscape maintenance along Montague

Recognize we are not opposed to the widening per se. All we are saying is that it is the responsibility of the County to acquire the land and pay appropriate compensation. For this reason we have a note on the site plan within the Vesting Tentative Map package indicating the following for the shaded area of Montague related dedications and improvements:

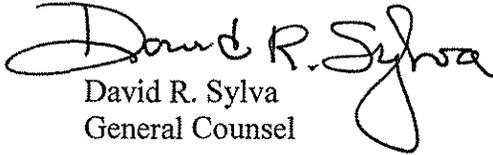
“PORTION OF PROPERTY TO BE ACQUIRED BY THE COUNTY OF SANTA CLARA FOR MONTAGUE EXPRESSWAY IMPROVEMENTS. AREA = 30,722 S.F.”

This language is intended only to reserve the land for appropriate acquisition by the County. VTA, on behalf of the County, has made an offer for the acquisition, but the parties are far apart on price.

Finally, we wish to reserve our rights under the Mitigation Fee Act to challenge the dedication requirement.

We have worked tirelessly with the City as well as the County in designing a project that is harmonious with the TASP as well as meets the ever changing needs of the County. We wish to continue with the cooperation of all parties involved, but insist on preserving our rights as landowners and lessors.

Sincerely yours,

  
David R. Sylva  
General Counsel

Copy: Steve McHarris

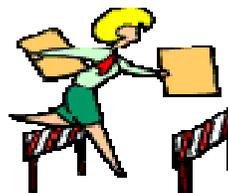
DRS/jkj



# CITY OF MILPITAS

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GENERAL INFORMATION: 408-586-3000, [www.ci.milpitas.ca.gov](http://www.ci.milpitas.ca.gov)

City Council Meeting  
06/17/2014

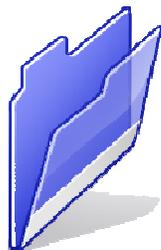


## Attachment Related to Agenda

### Item #25

### Settlement Agreement

## After Agenda Packet Distribution



## SETTLEMENT AGREEMENT

**THIS SETTLEMENT AGREEMENT** (“Agreement”) is made and entered into effective June 17, 2014 (the “Effective Date”), by and among the County of Santa Clara and Emily Harrison, in her capacity as Santa Clara County Auditor-Controller (collectively, “County”); the Santa Clara County Office of Education (“SCCOE”); John Chiang, in his official capacity as California State Controller (“State Controller”); the California Department of Finance and Michael Cohen, in his official capacity as Director of the California Department of Finance (collectively, “DOF”); the Milpitas Economic Development Corporation (“MEDC”); the City of Milpitas (“City”); the Successor Agency to the former Redevelopment Agency of the City of Milpitas (“Successor Agency”); and the Milpitas Housing Authority (“MHA”). The above parties are collectively referred to herein as “Parties” and individually as a “Party.”

### RECITALS

**WHEREAS**, on February 1, 2012, the Redevelopment Agency of the City of Milpitas (“MRDA”) dissolved pursuant to Assembly Bill X1 26 (2011), later modified by Assembly Bill 1484 (2012) (collectively, the “Dissolution Legislation”); and

**WHEREAS**, on August 28, 2012, the State Controller published its review of cash and real property asset transfers made by the MRDA that the State Controller deemed unallowable under the Dissolution Legislation, and ordered the City and the MEDC to return those assets to the Successor Agency (“State Controller’s Order”); and

**WHEREAS**, on November 22, 2013, DOF issued its final “other-funds-and-assets” determination (“OFA Determination”) of the amount of non-housing-related unencumbered cash and cash equivalents available for distribution to taxing entities in accordance with Health and Safety Code section 34179.6, and directed the Successor Agency to transmit the amount of \$40,875,908 to the Santa Clara County Auditor-Controller (“Auditor-Controller”); and

**WHEREAS**, the County and the SCCOE filed a verified petition for writ of mandate and complaint against the MEDC, the City, and the Successor Agency, with real parties in interest the State Controller and DOF in the Superior Court of the State of California, County of Sacramento (Case No. 34-2013-80001436), as amended by the first amended verified petition for writs of mandate and complaint naming the MHA as additional respondent, as further amended by the second amended verified petition for writs of mandate and complaint (collectively, the “County Action”); and

**WHEREAS**, the Successor Agency, the City, the MHA, and the MEDC (collectively, “City Parties”) filed a separate petition for writ and complaint against the State Controller, DOF, and the Auditor-Controller in the Superior Court of the State of California, County of Sacramento (Case No. 34-2013-80001508) (the “City Action,” and with the County Action, collectively, the “Actions”); and

**WHEREAS**, the State Controller and DOF filed a cross-petition and cross-complaint and then a first amended cross-petition and cross-complaint against the City Parties in the City Action; and

**WHEREAS**, the Parties wish to completely and fully settle all claims and cross-claims that both exist among them and have been asserted, or could have been asserted, in the Actions.

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

### **TERMS OF SETTLEMENT**

1. Governmental Purpose Properties. The Parties acknowledge and agree that the Oversight Board (the "Oversight Board") to the Successor Agency has discretion to approve disposition of the improved real property listed on Schedule 1 and on Schedule 2 (the "GP Property") for continuing governmental use.

a. Request for Oversight Board Action. On or before the Effective Date, the County shall request that the Oversight Board duly notice and convene a public meeting no later than two (2) business days from the Effective Date to consider the disposition of the GP Property. The County and the City Parties shall jointly propose at the Oversight Board public meeting that the Oversight Board adopt a resolution, in substantially the form attached hereto as Exhibit A (the "GP Property Resolution"), to convey the GP Property to the City for continued governmental use in accordance with the procedure set forth in Health and Safety Codes sections 34181, subdivision (a), and 34181, subdivision (f), subject to the following terms and conditions:

i. The Successor Agency shall dedicate and transfer to the City full title to the real property listed in Schedule 1(a) by grant deed or quitclaim, in the City's discretion.

ii. The Successor Agency shall dedicate and transfer to the City full title to the real property set forth in Schedule 1(b) by grant deed or quitclaim, in the City's discretion. The grant deed or quitclaim shall be in substantially the form attached hereto as Exhibit B, and shall incorporate expressly the following terms and conditions: (A) the real property shall be dedicated to, and held in trust by, the City solely and exclusively for non-commercial and non-residential public park and recreational purposes for the benefit of the health, comfort, and recreation of the public (the "Dedicated Purposes"); (B) the Successor Agency reserves in itself, its successors and assigns, the right to enforce the terms and conditions of this grant, which are intended by the parties to run with the land; and (C) the affected taxing entities (within the meaning of the Dissolution Legislation) are third-party beneficiaries of this grant of real property with the right to enforce the terms and conditions of this grant. The Successor Agency shall offer to the affected taxing entities an assignment of the Successor Agency's rights and interest reserved in itself under the grant deed conveying the real property described in this Section 1(a)(ii) of this Agreement, including, but not limited to, the right to enforce the terms of the grant and the restrictions upon the real property provided therein, in substantially the form of the Assignment of Grant Deed attached hereto as Exhibit C. The foregoing terms and conditions imposed on this dedication of real property are intended to ensure the real property is used consistent with the Dedicated Purposes. This Section shall be subject to judicial enforcement in accordance this Agreement and applicable law.

iii. The Successor Agency shall grant the City full title to the non-real property capital assets and improvements listed on Schedule 2, in a manner to be determined by the City.

iv. The Successor Agency shall transfer the real property and improvements listed on Schedules 1(a), 1(b), and 2 to the City only after the City Parties have fully and completely paid the Cash Remittance, in accordance with Section 2(a) of this Agreement.

b. Oversight Board Determination. If the Oversight Board adopts the GP Property Resolution, the Successor Agency shall electronically transmit the approved GP Property Resolution immediately thereafter to DOF. DOF agrees it shall not oppose or request further review of the Oversight Board's adoption of the GP Property Resolution, which shall become effective five (5) business days from the Successor Agency's transmission to DOF of the approved GP Property Resolution in accordance with Health and Safety Code sections 34179, subdivision (h) and 34181, subdivision (f).

c. If the Oversight Board has not adopted the GP Property Resolution by June 30, 2014, this Agreement will be of no further force or effect.

2. Return of Non-Governmental Assets. If the Oversight Board adopts the GP Property Resolution, the City Parties shall perform or cause to be performed the following actions:

a. Cash Remittance. No later than (5) business days from the Oversight Board's approval of the GP Property Resolution, the City Parties shall, in compliance with the OFA Determination, collectively remit to the Auditor-Controller the total sum of \$34,828,005.15 USD ("Cash Remittance") by direct wire transfer in accordance with the wire instructions attached hereto as Exhibit D. As shown on Exhibit E, the Cash Remittance represents the total sum of \$40,875,908 due under the OFA Determination with interest at the rate earned by funds in the Local Agency Investment Fund, calculated from February 1, 2012, to June 30, 2014, less the share of property tax revenues the City would otherwise be eligible to receive pursuant to California Health and Safety Code section 34188 on account of the Cash Remittance.

b. Real Property Conveyances. No later than (5) business days from the Oversight Board's approval of the GP Property Resolution, the City Parties shall convey to the Successor Agency, and the Successor Agency shall accept from the City Parties, full and complete titles to the real properties listed on Schedule 3 ("SA Properties").

i. The City Parties shall convey the SA Properties to the Successor Agency by grant deeds each in substantially the form attached hereto as Exhibit F.

ii. The City Parties represent and warrant that the titles to the SA Properties will be conveyed free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions, and restrictions of any kind except those existing prior to January 1, 2011.

iii. The City Parties represent and warrant that there are not pending any special assessments or condemnation actions with respect to any of the SA Properties or any part of the SA Properties, nor have the City Parties any knowledge of any special assessments or condemnation actions being contemplated.

iv. The City Parties represent and warrant that the grant deeds to the SA Properties and all related documents to be delivered by the City Parties to the Successor Agency (A) have been or will have been, prior to delivery to the Successor Agency, duly authorized and executed by the City Parties; and (B) are or shall be (1) legal and binding obligations of the City Parties, (2) sufficient to convey title to all SA Properties, (3) enforceable in accordance with their respective terms and conditions, and (4) not in, or not to be in, violation of any provisions of any agreements to which the City Parties are a party.

v. The City Parties represent and warrant that the City Parties know of no fact or combination of facts, nor have the City Parties misrepresented any fact, which would prevent the Successor Agency from using or operating the SA Properties in the manner in which the SA Properties are currently being used and operated.

vi. The City Parties represent and warrant that there are no outstanding contracts made by the City Parties for any improvements to the SA Properties that have not been fully paid for.

3. Disposition of Additional Real Property and Capital Assets. Following full performance of Sections 1 and 2 of this Agreement, the Parties agree to these additional actions and terms:

a. Property Retained by MHA.

i. The real property located generally at 1432-1440 South Main Street, City of Milpitas, County of Santa Clara, commonly known as Assessor Parcel No. 086-22-031, shall be retained by MHA as the entity assuming the housing functions of the MRDA. MHA represents and warrants that this real property shall be held, used, managed, maintained, operated and committed in a manner that is consistent with and fulfills the purposes of the Low and Moderate Income Housing Asset Fund in accordance with applicable housing-related provisions of the Community Redevelopment Law (Health & Saf. Code § 33000 et seq.) and the Dissolution Legislation.

ii. The real property located generally at 1452-1474 South Main Street, City of Milpitas, County of Santa Clara, commonly known as Assessor Parcel Nos. 086-22-029 and 086-22-030, shall be retained by MHA, which received this real property from MEDC. The Parties agree that the real property is not subject to the housing-related provisions of the Community Redevelopment Law and the Dissolution Legislation.

b. Property Retained by MEDC. The real property consisting of approximately 10.89 acres of land commonly known as Assessor Parcel Nos. 86-41-016, 86-41-017, and 86-41-018 (collectively, the “McCandless Property”) shall be retained by MEDC.

c. Notices of Pending Action. Within five (5) business days following receipt by the County Auditor-Controller of the Cash Remittance described in Section 2(a), above, the County and SCCOE will withdraw the Notices of Pending Action they recorded and filed in this action with respect to (i) all real property and capital improvements listed on Schedules 1 and 2 of this Agreement; (ii) the real property located generally at 1432-1440 South Main Street; (iii) the real property located generally at 1452-1474 South Main Street; and (iv) the McCandless Property.

d. Creation of Long Range Property Management Plan. The Successor Agency and the County shall each use best efforts to expeditiously and cooperatively work in good faith to jointly prepare and submit the long range property management plan (“LRPMP”) to the Oversight Board for review and approval, all pursuant to Health and Safety Code section 34191.5. The Successor Agency and County intend and will work together to present this plan to the Oversight Board not later than ninety (90) business days following the City Parties’ full compliance with Section 2 of this Agreement and the Successor Agency’s receipt of the Finding of Completion (as defined below in Section 4(b) of this Agreement). The County and the City Parties represent, warrant, and agree to jointly present the Oversight Board with an LRPMP containing all of the following recommendations:

i. The real properties listed on Schedule 4 to this Agreement shall be designated for sale under Health and Safety Code section 34191.5, subdivision (c)(2)(B), to be liquidated in a manner that maximizes the financial returns to the affected taxing entities on account of such liquidations.

ii. The real properties listed on Schedule 5 to this Agreement shall be disposed of as determined by the Oversight Board.

e. Implementation of the Long Range Property Management Plan. If the Oversight Board approves, and as anticipated, the DOF does not object to, the LRPMP as jointly presented by the City Parties and the County, the City Parties represent, warrant, and agree to take all actions necessary for and to fully cooperate with the implementation of the recommendations set forth in Subsection 3(d) of this Agreement, including making best efforts to cooperate with the sale of any properties designated for sale to maximize the financial returns to the affected taxing entities on account of such liquidations.

4. Effect of Settlement under Dissolution Legislation.

a. Distribution of Cash Remittance. The City represents, warrants, and agrees it hereby waives, and the Auditor-Controller hereby agrees to withhold, the share of property tax revenues that the City would otherwise be eligible to receive pursuant to Health and Safety Code section 34188 on account of the Cash Remittance. The City further represents, warrants, and agrees that the share of property tax revenues hereby waived by the City pursuant to this Subsection 4(a) shall be distributed to the remaining affected taxing entities as shown on Exhibit E. Within five (5) business days of receipt of the Cash Remittance, the Auditor-Controller shall distribute the Cash Remittance to the affected taxing entities using the methodology for allocation and distribution of property tax revenues provided in Health and Safety Code section 34188, subject to the City’s waiver of its share of property tax as set forth in this Subsection 4(a) of this Agreement.

b. Finding of Completion. Within five (5) business days of the City Parties’ full and complete payment of the Cash Remittance to the Auditor-Controller pursuant to Section 2(a) of this Agreement, and upon electronic notification by the Auditor-Controller to DOF of the City Parties’ full and complete payment of the Cash Remittance, DOF shall issue to the Successor Agency a finding of completion (“Finding of Completion”) of the requirements of Health and Safety Code section 34179.6, in accordance with Health and Safety Code section 34179.7.

c. Property Conveyances to City Parties.

(i) The City Parties each and collectively acknowledge and agree that the conveyances and dispositions of real properties and capital assets set forth in Sections 1, 3(a), and 3(b) of this Agreement are expressly conditioned upon the City Parties' waiver of the right to claim as an enforceable obligation payable on a Recognized Obligation Payment Schedule ("ROPS") an alleged obligation that arises from, or in any way relates to, the real properties and capital assets, including, by not limited to: (A) the intrafund transfer of \$1,800,000 from the Housing Reserve Special Revenue Fund to the Redevelopment Project Capital Projects Fund as further described in paragraphs 81 through 95 of the County Action, and (B) the real property sale and leaseback transaction and "Loan Agreement" as further described and defined in paragraphs 22 through 35 of the County Action.

(ii) The Parties agree not to dispute that the real property located generally at 1432-1440 South Main Street and held by the MHA pursuant to Subsection 3(a) of this Agreement is an MRDA "housing asset" within the meaning of Health and Safety Code section 34176, subdivision (e), that was properly transferred to the MHA.

d. Compliance with Dissolution Legislation. The Parties agree that full and complete payment of the Cash Remittance in accordance with Section 2(a) of this Agreement, and the transfer of the SA Properties in accordance with Section 2(b) of this Agreement, and retention by MHA of the real property located generally at 1432-1440 South Main Street in accordance with Sections 3(a)(i) and 4(c)(ii) of this Agreement, shall constitute full compliance by the City Parties with (i) the requirement under the Dissolution Legislation to remit all non-housing uncommitted or unobligated cash and cash-equivalent balances determined in accordance with Health and Safety Code sections 34179.6 and 34183.5, (ii) the State Controller's Order, and (iii) the DOF's OFA Determination.

e. Specific Further Actions. The Parties represent, warrant, and agree that each of them shall in good faith perform all necessary actions and provide all documents in furtherance of each Party's obligations under the provisions of Sections 1, 2, and 4 of this Agreement, including, but not limited to, such actions requiring approval of the Oversight Board and the actions taken thereby. Except as provided by this Agreement, nothing provided herein shall modify or relieve the Parties of their existing and future obligations under the Dissolution Legislation.

5. Dismissal of Actions. Pursuant to Code of Civil Procedure section 664.6, the Parties request and agree that the court shall retain jurisdiction over the Parties to enforce this stipulated settlement until there is full performance of the terms herein. If the Parties fully and completely carry out the obligations set forth in Sections 1 and 2 of this Agreement, then no later than thirty (30) business days after issuance by DOF of the Finding of Completion, the Parties shall execute and file with the court a stipulation and proposed order for dismissal of the Actions, including all cross-actions, with prejudice, that shall place this Agreement on record before the court and expressly request that the court retain jurisdiction to enforce the terms of this Agreement pursuant to Code of Civil Procedure section 664.6. Before and after dismissal of these Actions, any Party may bring a motion in accordance with section 664.6 of the Code of Civil Procedure to enforce this Agreement.

6. Release. Except for the rights and duties set forth in this Agreement and except those provisions that survive termination, cancellation, or expiration of this Agreement, the Parties, individually and on behalf of each of their officials, employees, heirs, estates, executors, administrators, assigns, agents, representatives, insurers, and attorneys, hereby forever release and fully discharge one another and each of their officials, employees, heirs, estates, executors, administrators, assigns, agents, representatives, insurers, and attorneys from any and all claims and causes of action asserted in the Actions, the State Controller's Order, the DOF OFA Determination, and any claims contesting previous DOF ROPS determinations. This section is not intended to prejudice any future DOF determinations.

7. Waiver of Civil Code Section 1542. The Parties each acknowledge that they are familiar with California Civil Code section 1542. This Agreement is intended to release the claims and causes of action described in Sections 5 and 6 above, and the Parties hereby expressly waive the provisions of California Civil Code section 1542 only with respect to the claims and causes of action described in Sections 5 above and 6. California Civil Code section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

8. General Provisions.

a. Integration. The terms of this Agreement are contractual, and not merely recital, and constitute a fully binding and complete agreement between the Parties regarding its subject matter. This Agreement supersedes any and all prior or contemporaneous agreements, representations, and understandings of or between the Parties, and the Parties each warrant that they are not relying on any such prior representations.

b. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision in this Agreement or any of the rights and obligations of the Parties.

c. Exhibits and Schedules. All exhibits and schedules referred to herein are attached to this Agreement and incorporated by reference.

d. Ambiguities. Each Party and its attorney cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party.

e. Amendments. The terms of this Agreement may not be altered, amended, modified, or otherwise changed in any respect except by a writing duly executed by all Parties.

f. California Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of California, and all Parties submit to exclusive jurisdiction and venue of the Superior Court of California, County of Sacramento with respect to any dispute about this Agreement.

g. Additional Acts. The Parties agree to do such acts and to execute such documents as are necessary to carry out the terms and purposes of this Agreement.

h. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties' successors, assigns, agents, and representatives.

i. Authority to Execute Agreement. By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

j. Attorney's Fees and Costs. The Parties agree that each Party hereto shall bear its own attorney's fees and costs incurred in connection with the Actions and/or the events that are the subject of the Actions, and each Party waives any claim for attorney's fees or costs against any other Party.

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k. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which is deemed an original and all which constitute only one agreement.

**IN WITNESS WHEREOF**, and intending to be legally bound, the Parties have executed this Agreement as of the Effective Date.

**MILPITAS ECONOMIC  
DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_  
Thomas C. Williams  
President

**CITY OF MILPITAS**

By: \_\_\_\_\_  
Thomas C. Williams  
City Manager

**SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT  
AGENCY OF THE CITY OF  
MILPITAS**

By: \_\_\_\_\_  
Thomas C. Williams  
Executive Director

**MILPITAS HOUSING AUTHORITY**

By: \_\_\_\_\_  
Thomas C. Williams  
Executive Director

**JOHN CHIANG IN HIS OFFICIAL  
CAPACITY AS CALIFORNIA STATE  
CONTROLLER**

By: \_\_\_\_\_  
Rick Chivaro  
Chief Counsel

**COUNTY OF SANTA CLARA**

By: \_\_\_\_\_  
James R. Williams  
Deputy County Executive

**EMILY HARRISON IN HER  
OFFICIAL CAPACITY AS THE  
SANTA CLARA COUNTY AUDITOR-  
CONTROLLER**

By: \_\_\_\_\_  
Emily Harrison  
Santa Clara County Auditor-Controller

**SANTA CLARA COUNTY OFFICE OF  
EDUCATION**

By: \_\_\_\_\_  
Maribel Medina  
General Counsel

**MICHAEL COHEN IN HIS OFFICIAL  
CAPACITY AS DIRECTOR OF THE  
STATE OF CALIFORNIA  
DEPARTMENT OF FINANCE**

By: \_\_\_\_\_  
Jennifer Rockwell  
Chief Counsel

**SCHEDULE 1**  
**Government Use Real Properties**

**(a) Section 1(a)(i) GP Property**

APN	Address	Description
022-02-047	1271-1275 N. Milpitas Blvd., City of Milpitas	Police Station HQ Public Works HQ
086-02-061	775 Barber Lane, City of Milpitas	Fire Station #4
028-24-044	160 N. Main Street, City of Milpitas	Library and Garage
086-11-008	777 S. Main Street, City of Milpitas	Fire Station #1
026-13-033	45 Midwick Drive, City of Milpitas	Fire Station #3
028-12-023	40 N. Milpitas Blvd., City of Milpitas	Community and Senior Center
022-02-012	1265 N. Milpitas Blvd., City of Milpitas	Corporation Yard

**(b) Section 1(a)(ii) GP Property**

APN	Address	Description
029-17-004 to - 013 and 029-17- 015	1325 E. Calaveras Blvd., City of Milpitas	Milpitas Sports Center and Open Space

**SCHEDULE 2**  
**Government Purpose Non-Real Property Capital Assets**

<b>Asset Description</b>	<b>Parcel #/Project #</b>	<b>Amount</b>
Bldg & Improv-Civic Center	CP8026	29,696,480
Bldg & Improv-Milpitas Sports Center	CP8053	4,416,813
Bldg & Improv-Police Dept-Public Works	CP8066	698,196
Bldg & Improv-ADA Fire Stations	CP8067	14,350
Bldg & Improv-Haz Material Remediation-City of Milpitas	CP8074	295,963
Bldg & Improv-Fire Station Replacement	CP8089	3,806,255
Bldg & Improv-Telecommunications Infrastructure	CP8093	3,203,374
Bldg & Improv-Storm Water Pump Improvement	CP8106	100,843
Bldg & Improv-Senior Center Renovation	CP8134	640,143
Bldg & Improv-Gateway Improv Tasman Drive	CP8146	329,543
Bldg & Improv-MSC Master Plan Imprv Phase 1	CP8149	1,146,160
Bldg & Improv-Refinish City Garage Floor	CP8150	23,610
Bldg & Improv-Interim Senior Center Project	CP8151	580,150
Bldg & Improv-Sports Center Large Gym Improv	CP8160	841,874
Bldg & Improv-Sports Center Underwater Pool	CP8163	90,418
Bldg & Improv-Public Works Security	CP8173	92,390
Bldg & Improv-Interim Senior Ctr Re-roofing	CP8178	79,853
Bldg & Improv-Sports Center Swimming Pool	CP8180	220,363
Bldg & Improv-Corporation Yard Canopies	CP8183	610,213
Bldg & Improv-Library Arts	CP8189	165,639
Land Improv-Senior Center Parking Lot	CP8005	0.00
Land Improv-Jacklin Median-Escuela to 680	CP8007	0.00
Land Improv-New Corporation Yard	CP8010	91,151
Land Improv-Milpitas Sport Center-East Parking Lot	CP8017/8042	469,465
Land Improv-City Hall Grounds Renovation	CP8028	0.00
Land Improv-Milpitas Sport Center-Pool Deck Drains	CP8054/8078	17,203
Land Improv-Civic Ctr Pond & Filtration System	CP8071	8,336
Land Improv-Public Works/Corp Yard Parking Lot	CP8083	243,689
Land Improv-Community Center Tot Lot	CP8088	43,188
Land Improv-Softball Scoreboards-Gill Pk	CP8097	33
Land Improv-Corp Yard Non-point Modifications	CP8099	220,122
Land Improv-MSC Sport Field Modifications	CP8101	10,162
Land Improv-Senior Center Entrance Modifications	CP8104	86,777
Land Improv-Civic Center Walkway Repair	CP8119	23,104
Land Improv-MSC Phases 11 & 12	CP8128	1,434
Land Improv-Range Improvements	CP8136	63,929
Land Improv-Gateway Identification	CP8137	117,421
Land Improv-City Gateway Identification(New)	CP8137B	18,245
Land Improv-City Hall Pond Improvements	CP8141	1,103,092
Land Improv-City Hall Parking/Circulation	CP8143	625,944
Mach & Equip-Senior Center Remodeling	CP8006E	0.00
Mach & Equip-Computer Master Plan	CP8020E	0.00

Settlement Agreement  
Case No. 34-2013-80001436  
Case No. 34-2013-80001508

<b>Asset Description</b>	<b>Parcel #/Project #</b>	<b>Amount</b>
Mach & Equip-Computer Master Plan	CP8020E1	0.00
Mach & Equip-Phone Equipment	CP8027E1	0.00
Mach & Equip-Emergency Operation Center Equip	CP8036	249,907
Mach & Equip-New Finance System	CP8107	2,631,679
Mach & Equip-Network Hardware & Software	CP8108E	0.00
Mach & Equip-Network Hardware & Software	CP8108E1	22,370
Mach & Equip-Desktop Technology	CP8109	2,229,224
Mach & Equip-New Permits System	CP8110	58,112
Mach & Equip-Computer Aided Draft	CP8112	2,537,250
Mach & Equip-Police Records Management	CP8113E	10,930
Mach & Equip-Police & Fire CAD System	CP8115E	138
Mach & Equip-Information Management System	CP8131	660,920
Mach & Equip-Public Information	CP8132	0.00
Mach & Equip-Berryesa Pump Station Improvements	CP8138	1,198,612
Mach & Equip-Oakcreek Pump Station	CP8140	229,594
Mach & Equip-City Hall Technology	CP8142	0.00
Mach & Equip-E-Commerce	CP8145	0.00
Mach & Equip-Evidence Freezer	CP8159	90,554
CIP-Calaveras/Abel Dual Left Turn Lanes	CP8155	129,060
CIP-Street Resurfacing Project 2009	CP8194	2,233,972
CIP-Community Center Renovation	CP8102	445,736
CIP-Radio Replacement Plan	CP8125	1,075,073
CIP-Misc City Bldg Improvements	CP8135	953,163
CIP-Midtown Improvements	CP8154	2,385,545
CIP-Midtown Parking Garage	CP8161	12,095,507
CIP-Library Design	CP8162	36,950,597
CIP-Bart Extension Coordination & Planning	CP8164	472,418
CIP-Main Street Improvement	CP8165	7,283,814
CIP-N. Main Street EIR Mitigations	CP8169	623,650
CIP-Range Lead Containment System	CP8174	159,533
CIP-Senior Center	CP8176	10,644,675
CIP-City Building Improvement	CP8182	390,962
CIP-Storm Pump Station Improvement	CP8188	220,564
CIP-Green Facility Study	CP8190	72,973
CIP-Park Master Plan Improvement	CP8191	466
CIP-Carlo Street Ramp Project	CP8195	602,812
CIP-Sound wall Renovation	CP8196	212,014
CIP-Civic Center Site Improvement	CP8197	440,095
CIP-Department of Energy Grant Program	CP8198	806,460
CIP-Street Light Pole Improvement	CP8199	18,491
CIP-City Hall AV Equipment	CP9001	6,786
CIP-KP Infrastructure	CP-KB Dev	538,003
CIP-KP Infrastructure	CP-KB Dev	716
CIP-KP Infrastructure	CP-KB Dev	2,679,063

**SCHEDULE 3**  
**Section 2(b) Real Properties**

<b>APN</b>	<b>Address</b>	<b>Description</b>
028-24-025	86 N. Main Street, City of Milpitas	Vacant land
028-34-001 through 028-34-094	230 N. Main Street, City of Milpitas	Vacant land
022-08-003	96 N. Main Street, City of Milpitas	County Health Center Parking Garage
086-10-025	540 S. Abel Street, City of Milpitas	Cracolice Building

**SCHEDULE 4**  
**Section 3(d)(i) Real Property**

<b>APN</b>	<b>Address</b>	<b>Description</b>
028-24-025	86 N. Main Street, City of Milpitas	Vacant land
086-02-086	Alder Drive and Barber Lane, City of Milpitas	Vacant land
028-34-001 through 028-34-094	230 N. Main Street, City of Milpitas	Vacant land

**SCHEDULE 5**  
**Section 3(d)(ii) Real Property**

<b>APN</b>	<b>Address</b>	<b>Description</b>
022-08-003	96 N. Main Street, City of Milpitas	County Health Center Parking Garage
086-10-025	540 S. Abel Street, City of Milpitas	Cracolice Building

**EXHIBIT A**  
**GP PROPERTY RESOLUTION**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO  
THE FORMER MILPITAS REDEVELOPMENT AGENCY APPROVING THE  
TRANSFER OF GOVERNMENT PURPOSE PROPERTY**

**WHEREAS**, California Health and Safety Code section 34181(a) provides that the Oversight Board may direct the Successor Agency (the “Successor Agency”) to the former Redevelopment Agency of the City of Milpitas to transfer ownership of assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries and local agency administrative buildings, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such assets; and

**WHEREAS**, the Successor Agency holds title to the (i) real property listed in Schedule Y, attached hereto and incorporated herein by this reference, and (ii) non-real property capital assets and improvements listed in Schedule Z, attached hereto and incorporated herein by this reference (collectively, the “Government Purpose Properties”); and

**WHEREAS**, the City and the County have provided the Oversight Board with the Settlement Agreement (“Settlement Agreement”), dated June 17, 2014, by and among the County of Santa Clara and Emily Harrison, in her capacity as Santa Clara County Auditor-Controller (collectively, “County”); the Santa Clara County Office of Education; John Chiang, in his official capacity as California State Controller; the California Department of Finance and Michael Cohen, in his official capacity as Director of the California Department of Finance; the Milpitas Economic Development Corporation (“MEDC”); the City of Milpitas (the “City”); the Successor Agency; and the Milpitas Housing Authority (the “MHA,” and collectively with the City, Successor Agency, and the MEDC, the “City Parties”); and

**WHEREAS**, pursuant to the Settlement Agreement, the County and the City Parties have jointly recommended that the Governmental Purpose Assets be transferred for government purposes pursuant to Section 1(a) of the Settlement Agreement, only if and after the City Parties have fully and completely performed its obligations under Section 2(a) of the Settlement Agreement; and

**WHEREAS**, the Oversight Board has duly noticed and convened a public meeting in accordance with Health and Safety Code section 34181(f) and considered the recommendations of the County, the City Parties, the public, and the information presented to the Oversight Board concerning the Government Purpose Properties and has determined the Government Purpose Properties to be used and constructed for a governmental purpose and appropriate for transfer in accordance with Health and Safety Code section 34181(a) in the manner recommended by the City Parties and the County.

**NOW THEREFORE, THE OVERSIGHT BOARD DOES HEREBY RESOLVE**, after consideration of staff presentations, reports, discussions, public comments, and other evidence presented, that the Oversight Board hereby finds and declares that the following:

1. The foregoing recitals are true and correct and incorporated herein.

2. The requirements of Health & Safety Code Section 34181(f) have been satisfied, in that the Oversight Board has held a public meeting to consider the transfer of the Government Purpose Properties from the Successor Agency to the City, ten (10) days public notice of said transfers was provided, and members of the public have been given an opportunity to comment on the transfer of the Governmental Purpose Assets.

3. All of the Government Purpose Properties constitute “governmental purpose” properties and the City is the “appropriate public jurisdiction” to which the Government Purpose Properties should be transferred in accordance with subdivision (a) of Health & Safety Code Section 34181.

4. The Oversight Board has considered the proposed terms and conditions for the transfer of the Government Purpose Properties set forth in Section 1(a) of the Settlement Agreement and finds these terms and conditions, which are incorporated into this Resolution by reference herein, are consistent with the goals of the Dissolution Legislation and the best interests of the affected taxing entities and the public.

**BE IT FURTHER RESOLVED** that the Oversight Board directs the Successor Agency as follows:

1. Only if and after the City Parties have fully and completely paid the Cash Remittance (as defined in the Settlement Agreement), in accordance with Section 2(a) of the Settlement Agreement, the Successor Agency shall transfer the Government Purpose Properties in the manner specified in Section 1(a) of the Settlement Agreement; provided, the Successor Agency shall reserve in itself, its successors and assigns, the right to enforce the terms and conditions of the dedication of the real property set forth in Section 1(a)(ii) of the Settlement Agreement.

2. The Successor Agency shall offer to the affected taxing entities an assignment of the Successor Agency’s rights reserved in itself pursuant to the grant deed conveying the real property described in this Section 1(a)(ii) of the Settlement Agreement, including, but not limited to, the right to enforce the terms of the grant deed and the restrictions upon the real property provided therein.

3. The Successor Agency staff is authorized and directed to take all necessary actions to transfer of ownership of the Government Purpose Properties in accordance with Section 1(a) of the Settlement Agreement.

**BE IT FURTHER RESOLVED** that the Successor Agency staff is hereby directed to immediately electronically transmit this approved Resolution to the California Department of Finance in compliance with Health and Safety Code section 34179(h).

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**BE IT FURTHER RESOLVED** that the Clerk of the Oversight Board shall certify to the passage and adoption of this Resolution, and it shall become effective immediately as provided in Health and Safety Code section 34179(h).

**PASSED AND ADOPTED** this 19th day of June, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
, Oversight Board Secretary

\_\_\_\_\_  
, Chair

**SCHEDULE Y  
GOVERNMENT PURPOSE REAL PROPERTIES**

(a)

APN	Address	Description
022-02-047	1271-1275 N. Milpitas Blvd., City of Milpitas	Police Station HQ Public Works HQ
086-02-061	775 Barber Lane, City of Milpitas	Fire Station #4
028-24-044	160 N. Main Street, City of Milpitas	Library and Garage
086-11-008	777 S. Main Street, City of Milpitas	Fire Station #1
026-13-033	45 Midwick Drive, City of Milpitas	Fire Station #3
028-12-023	40 N. Milpitas Blvd., City of Milpitas	Community and Senior Center
022-02-012	1265 N. Milpitas Blvd., City of Milpitas	Corporation Yard

(b)

APN	Address	Description
029-17-004 to - 013 and 029-17- 015	1325 E. Calaveras Blvd., City of Milpitas	Milpitas Sports Center and Open Space

**SCHEDULE Z  
GOVERNMENT PURPOSE CAPITAL ASSETS**

<b>Asset Description</b>	<b>Parcel #/Project #</b>	<b>Amount</b>
Bldg & Improv-Civic Center	CP8026	29,696,480
Bldg & Improv-Milpitas Sports Center	CP8053	4,416,813
Bldg & Improv-Police Dept-Public Works	CP8066	698,196
Bldg & Improv-ADA Fire Stations	CP8067	14,350
Bldg & Improv-Haz Material Remediation-City of Milpitas	CP8074	295,963
Bldg & Improv-Fire Station Replacement	CP8089	3,806,255
Bldg & Improv-Telecommunications Infrastructure	CP8093	3,203,374
Bldg & Improv-Storm Water Pump Improvement	CP8106	100,843
Bldg & Improv-Senior Center Renovation	CP8134	640,143
Bldg & Improv-Gateway Improv Tasman Drive	CP8146	329,543
Bldg & Improv-MSC Master Plan Imprv Phase 1	CP8149	1,146,160
Bldg & Improv-Refinish City Garage Floor	CP8150	23,610
Bldg & Improv-Interim Senior Center Project	CP8151	580,150
Bldg & Improv-Sports Center Large Gym Improv	CP8160	841,874
Bldg & Improv-Sports Center Underwater Pool	CP8163	90,418
Bldg & Improv-Public Works Security	CP8173	92,390
Bldg & Improv-Interim Senior Ctr Re-roofing	CP8178	79,853
Bldg & Improv-Sports Center Swimming Pool	CP8180	220,363
Bldg & Improv-Corporation Yard Canopies	CP8183	610,213
Bldg & Improv-Library Arts	CP8189	165,639
Land Improv-Senior Center Parking Lot	CP8005	0.00
Land Improv-Jacklin Median-Escuela to 680	CP8007	0.00
Land Improv-New Corporation Yard	CP8010	91,151
Land Improv-Milpitas Sport Center-East Parking Lot	CP8017/8042	469,465
Land Improv-City Hall Grounds Renovation	CP8028	0.00
Land Improv-Milpitas Sport Center-Pool Deck Drains	CP8054/8078	17,203
Land Improv-Civic Ctr Pond & Filtration System	CP8071	8,336
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Land Improv-Community Center Tot Lot	CP8088	43,188
Land Improv-Softball Scoreboards-Gill Pk	CP8097	33
Land Improv-Corp Yard Non-point Modifications	CP8099	220,122
Land Improv-MSC Sport Field Modifications	CP8101	10,162
Land Improv-Senior Center Entrance Modifications	CP8104	86,777
Land Improv-Civic Center Walkway Repair	CP8119	23,104
Land Improv-MSC Phases 11 & 12	CP8128	1,434
Land Improv-Range Improvements	CP8136	63,929
Land Improv-Gateway Identification	CP8137	117,421
Land Improv-City Gateway Identification(New)	CP8137B	18,245
Land Improv-City Hall Pond Improvements	CP8141	1,103,092
Land Improv-City Hall Parking/Circulation	CP8143	625,944
Mach & Equip-Senior Center Remodeling	CP8006E	0.00
Mach & Equip-Computer Master Plan	CP8020E	0.00
Mach & Equip-Computer Master Plan	CP8020E1	0.00

<b>Asset Description</b>	<b>Parcel #/Project #</b>	<b>Amount</b>
Mach & Equip-Phone Equipment	CP8027E1	0.00
Mach & Equip-Emergency Operation Center Equip	CP8036	249,907
Mach & Equip-New Finance System	CP8107	2,631,679
Mach & Equip-Network Hardware & Software	CP8108E	0.00
Mach & Equip-Network Hardware & Software	CP8108E1	22,370
Mach & Equip-Desktop Technology	CP8109	2,229,224
Mach & Equip-New Permits System	CP8110	58,112
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Mach & Equip-Police & Fire CAD System	CP8115E	138
Mach & Equip-Information Management System	CP8131	660,920
Mach & Equip-Public Information	CP8132	0.00
Mach & Equip-Berryesa Pump Station Improvements	CP8138	1,198,612
Mach & Equip-Oakcreek Pump Station	CP8140	229,594
Mach & Equip-City Hall Technology	CP8142	0.00
Mach & Equip-E-Commerce	CP8145	0.00
Mach & Equip-Evidence Freezer	CP8159	90,554
CIP-Calaveras/Abel Dual Left Turn Lanes	CP8155	129,060
CIP-Street Resurfacing Project 2009	CP8194	2,233,972
CIP-Community Center Renovation	CP8102	445,736
CIP-Radio Replacement Plan	CP8125	1,075,073
CIP-Misc City Bldg Improvements	CP8135	953,163
CIP-Midtown Improvements	CP8154	2,385,545
CIP-Midtown Parking Garage	CP8161	12,095,507
CIP-Library Design	CP8162	36,950,597
CIP-Bart Extension Coordination & Planning	CP8164	472,418
CIP-Main Street Improvement	CP8165	7,283,814
CIP-N. Main Street EIR Mitigations	CP8169	623,650
CIP-Range Lead Containment System	CP8174	159,533
CIP-Senior Center	CP8176	10,644,675
CIP-City Building Improvement	CP8182	390,962
CIP-Storm Pump Station Improvement	CP8188	220,564
CIP-Green Facility Study	CP8190	72,973
CIP-Park Master Plan Improvement	CP8191	466
CIP-Carlo Street Ramp Project	CP8195	602,812
CIP-Sound wall Renovation	CP8196	212,014
CIP-Civic Center Site Improvement	CP8197	440,095
CIP-Department of Energy Grant Program	CP8198	806,460
CIP-Street Light Pole Improvement	CP8199	18,491
CIP-City Hall AV Equipment	CP9001	6,786
CIP-KP Infrastructure	CP-KB Dev	538,003
CIP-KP Infrastructure	CP-KB Dev	716
CIP-KP Infrastructure	CP-KB Dev	2,679,063

**EXHIBIT B**  
**SECTION 1(a)(ii) DEED**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

Document entitled to free recordation  
Pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 029-17-004 to -013 and 029-17-015  
County of Santa Clara

## GRANT DEED

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the Successor Agency (the "Grantor") to the Redevelopment Agency of the City of Milpitas, a public entity established under California Health and Safety Code section 34173, hereby conveys to the City of Milpitas (the "Grantee"), a California charter city and municipal corporation, the real property in the City of Milpitas, County of Santa Clara, California, described on attached Exhibit A, together with building and other improvements located on said real property, and all rights, privileges, easements and appurtenances thereto, including without limitation all mineral and water rights, appurtenant easements, rights-of way and other appurtenances used in connection with or relating to such real property, buildings, structures and other improvements (the "Property").

This conveyance is made by Grantor and accepted by Grantee subject to all recitals, covenants, terms, conditions, and restrictions hereto and made part hereof.

### RECITALS

**WHEREAS**, Grantor holds title to the Property as successor agency to the former Redevelopment Agency of the City of Milpitas pursuant to Assembly Bill X1 26 (2011), later modified by Assembly Bill 1484 (2012) (collectively, the "Dissolution Legislation"); and

**WHEREAS**, in accordance with Health and Safety Code section 34181(a), the Oversight Board to Grantor authorized and directed Grantor to grant the Property to Grantee in the manner set forth in section 1(a)(ii) of that certain Settlement Agreement ("Settlement Agreement"), dated June 17, 2014, by and among the County of Santa Clara and Emily Harrison, in her capacity as Santa Clara County Auditor-Controller (collectively, "County"); the Santa Clara County Office of Education; John Chiang, in his official capacity as California State Controller; the California Department of Finance and Michael Cohen, in his official capacity as Director of the California Department of Finance; the Milpitas Economic Development Corporation ("MEDC"); Grantee; Grantor; and the Milpitas Housing Authority; and

**WHEREAS**, pursuant to section 1(a)(ii) of the Settlement Agreement, the Grantor shall grant the Property to the Grantee shall accept the Property subject to the terms, conditions, and restrictions set forth therein; and

**WHEREAS**, the Settlement Agreement is incorporated by this reference into this Grant Deed as if fully set forth herein.

### COVENANTS, TERMS, CONDITIONS, AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor grants and conveys to Grantee, the Property as subject to the following covenants, terms, conditions, and restrictions in perpetuity for the benefit Grantor, its successors and assigns.

1. Dedicated Purposes. The Property is to be dedicated to, and held in trust by, the City solely and exclusively for non-commercial and non-residential public park and recreational purposes for the benefit of the health, comfort, and recreation of the public (the “Dedicated Purposes”). Any activity on or use of the Property inconsistent with the Dedicated Purposes and the terms of this Grant Deed is prohibited. By accepting this Grant Deed, Grantee agrees to be bound by, all the covenants, terms, conditions, and restrictions set forth in this Grant Deed.

2. Enforcement of Grant Deed.

a. Grantor’s Reserved Rights and Duties. To accomplish the purposes of this Grant Deed, Grantor hereby reserves unto itself, its successors, and assigns, the right to monitor compliance with and otherwise enforce the terms of this Grant Deed. Grantor shall undertake all reasonable actions to ensure the Property is used in accordance with this Grant Deed.

b. Grantor’s Remedies. Grantee agrees the Grantor’s remedies at law for any violation of this Grant Deed are inadequate and that Grantor shall be entitled to the injunctive relief, both prohibitive and mandatory, in addition to such other relief to which Grantor may be entitled, including specific performance of the Grant Deed, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantor’s remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

c. Enforcement; Standing. All rights and remedies reserved by Grantor under this Grant Deed shall extend to and or enforceable by any of the Third-Party Beneficiaries (as defined in Section 5 of this Grant Deed) and are intended by the parties to run with the land. The enforcement rights are in addition to, and do not limit, the rights of enforcement under the Settlement Agreement.

d. Grantor’s Discretion. Enforcement of the terms of this Grant Deed by Grantor shall be at the discretion of Grantor, and any forbearance by Grantor to exercise its rights under this Grant Deed in the event of any breach of any term of this Grant Deed against Grantee shall not be deemed or construed to be a waiver of such term or of any such subsequent breach of the same or any other term of this Grant Deed or of any of the rights of Grantor under this Grant Deed. No delay or omission by Grantor in the exercise of any right or remedy shall impair such right or remedy to be construed as a waiver.

3. Transfer of Grant Deed.

a. Grantee acknowledges and agrees that Grantor may assign or transfer this Grant Deed.

b. Grantee agrees to incorporate the terms of this Grant Deed by reference in any deed or other legal instrument by which Grantee divest itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantee further agrees to provide written notice to Grantor of its intent to transfer any interest at least sixty (60) days prior to the date of such transfer. The failure of Grantor or Grantee to perform any act provided in this Section shall not impair the validity of this Grant Deed or limit its enforceability in any way.

4. Amendment. The condition of this Grant Deed may be amended only by mutual written agreement of Grantor and Grantee with written approval by the Third-Party Beneficiaries. Any such amendment shall be consistent with the purposes of this Grant Deed and California law and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Santa Clara County, State of California.

5. Third-Party Beneficiaries. Grantor and Grantee acknowledge and agree that the affected taxing entities (within the meaning of the Dissolution Legislation and as of the date of this Grant Deed) are each a third-party beneficiary of this Grant Deed and the covenants, terms, conditions, and restrictions provided herein, with the right to enforce all obligations of Grantee.

6. Addition Provisions.

a. Liberal Construction. Despite any general rule of construction to the contrary, this Grant Deed shall be liberally construed to effect the purposes of this Grant Deed. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purposes of this Grant Deed that would render the provisions valid shall be favored over any interpretation that would render it invalid.

b. Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Grant Deed, such action shall not affect the remainder of this Grant Deed.

c. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Grant Deed and supersedes all prior discussions, negotiations, understandings, or agreements related to the Grant Deed.

d. Successors and Assigns. Grantee acknowledge that Grantor is a public entity formed pursuant to Health and Safety Code section 34173 that will be dissolved in accordance with the Dissolution Legislation. Grantee and Grantor acknowledge and agree Grantor's rights shall be assigned prior to its dissolution in accordance with section 1(a)(ii) of the Settlement Agreement.

e. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not part of this instrument and shall have no effect upon its construction or interpretation.

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f. Recording. Grantee shall record this Grant Deed in the Official Records of Santa Clara County, California.

**IN WITNESS WHEREOF**, the Grantor has executed this Grant Deed on \_\_\_\_ day of \_\_\_\_\_, 2014.

**SUCCESSOR AGENCY TO THE FORMER  
REDEVELOPMENT AGENCY OF THE CITY  
OF MILPITAS**

By: \_\_\_\_\_  
Thomas C. Williams  
Executive Director

ACKNOWLEDGMENT

STATE OF CALIFORNIA                    )  
  )  
COUNTY SANTA CLARA                 )

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

(seal)

Signature \_\_\_\_\_

**EXHIBIT C**  
**ASSIGNMENT OF BENEFICIAL INTEREST**  
**IN GRANT DEED**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

Document entitled to free recordation  
Pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 029-17-004 to -013 and 029-17-015  
County: Santa Clara

## ASSIGNMENT OF BENEFICIAL INTEREST IN GRANT DEED

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the Successor Agency ("Grantor") to the former Redevelopment Agency of the City of Milpitas, a public entity established under California Health and Safety Code section 34173, hereby grants, assigns, and transfers to \_\_\_\_\_, a \_\_\_\_\_ ("Grantee"), all of Grantor's beneficial interest under that certain Grant Deed ("Grant Deed"), dated \_\_\_\_\_, executed by Grantor and the City of Milpitas ("City"), and in which Grantee is named as a third-party beneficiary, attached hereto as Exhibit A, and recorded on \_\_\_\_\_, in the official records of the Santa Clara County Office of the Clerk-Recorder, conveying the real property commonly known as 1325 E. Calaveras Blvd., in the City of Milpitas, County of Santa Clara, and as further described on the Grant Deed.

**IN WITNESS WHEREOF**, this Assignment of Grant Deed is executed this \_\_\_\_ day of June 2014.

### SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF MILPITAS

By: \_\_\_\_\_  
Thomas C. Williams  
City Manager

ACKNOWLEDGMENT

STATE OF CALIFORNIA                    )  
  )  
COUNTY SANTA CLARA                 )

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

# County of Santa Clara

Finance Agency  
Controller-Treasurer

County Government Center  
70 West Hedding Street, East Wing 2<sup>nd</sup> floor  
San Jose, California 95110-1705  
(408) 299-5206 FAX 287-7629



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## SANTA CLARA COUNTY WIRE INSTRUCTIONS

Bank of America  
275 S. Valencia Avenue  
Brea, CA 92823

ABA:

✓ Wire Transfer- 026009593

Beneficiary:

County of Santa Clara  
Account # 1499822468

**EXHIBIT E**  
**CASH REMITTANCE AND DISTRIBUTION**

SANTA CLARA COUNTY  
FINANCE AGENCY  
CONTROLLER-TREASURER DEPARTMENT  
Milpitas: Other Funds amd Accounts Distribution

	Original Principal outstanding	Payment on Jun 2, 2014 [Note 1]	Principal outstanding as of Jun 2, 2014
<b>Original Amount due 2/1/2012</b>	33,877,702		
<b>City Loan due 7/1/2012</b>	6,998,206		
AMOUNT due at 7/1/2012	\$ 40,875,908	\$ 67,382	\$ 40,808,526
Original Date	2/1/2012		
# Days from 2/1/12 to 2/29/12	29		
# Days from 3/1/12 to 3/31/12	31		
# Days from 4/1/12 to 4/30/12	30		
# Days from 5/1/12 to 5/31/12	31		
# Days from 6/1/12 to 6/30/12	30		
# Days from 7/1/12 to 7/31/12	31		
# Days from 8/1/12- 8/31/12	31		
# Days from 9/1/12 to 9/30/12	30		
# Days from 10/1/12 to 10/31/12	31		
# Days from 11/1/12 to 11/30/12	30		
# Days from 12/1/12 to 12/31/12	31		
# Days from 1/1/13 to 1/31/13	31		
# Days from 2/1/13- 2/28/13	28		
# Days from 3/1/13 to 3/31/13	31		
# Days from 4/1/13 to 4/30/13	30		
# Days from 5/1/13 to 5/31/13	31		
# Days from 6/1/13 to 6/30/13	30		
# Days from 7/1/13 to 7/31/13	31		
# Days from 8/1/13 to 8/31/13	31		
# Days from 9/1/13 to 9/30/13	30		
# Days from 10/1/13 to 10/31/13	31		
# Days from 11/1/13 to 11/30/13	30		
# Days from 12/1/13 to 12/31/2013	31		
# Days from 1/1/14 to 1/31/2014	31		
# Days from 2/1/14 to 2/28/2014	28		
# Days from 3/1/14 to 3/31/2014	31		
# Days from 4/1/14 to 4/30/2014	30		
# Days from 5/1/14 to 6/1/2014	32		
# Days from 6/2/14 to 6/30/2014			29
<b>NO COMPOUNDING</b>			<b>NO COMPOUNDING</b>

Date	LAIF Interest Rate (%)	Period Accrued Interest [Note 2]	Total Due	LAIF Interest Rate (%)	Period Accrued Interest	Total Due
2/29/2012	0.3890	10,470.53	33,888,172.53			
3/31/2012	0.3830	11,020.00	33,899,192.53			
4/30/2012	0.3670	10,219.00	33,909,411.53			
5/31/2012	0.3630	10,444.54	33,919,856.07			
6/30/2012	0.3580	9,968.40	33,929,824.47			
7/31/2012	0.3630	12,602.10	40,940,632.57			
8/31/2012	0.3770	13,088.13	40,953,720.70			
9/30/2012	0.3480	11,691.63	40,965,412.33			
10/31/2012	0.3400	11,803.62	40,977,215.94			
11/30/2012	0.3240	10,885.31	40,988,101.26			
12/31/2012	0.3260	11,317.59	40,999,418.84			
1/31/2013	0.3000	10,414.96	41,009,833.80			
2/28/2013	0.2860	8,968.06	41,018,801.86			
3/31/2013	0.2850	9,894.21	41,028,696.07			
4/30/2013	0.2640	8,869.51	41,037,565.58			
5/31/2013	0.2450	8,505.55	41,046,071.13			
6/30/2013	0.2440	8,197.58	41,054,268.71			
7/31/2013	0.2670	9,269.31	41,063,538.02			
8/31/2013	0.2710	9,408.18	41,072,946.20			
9/30/2013	0.2570	8,634.34	41,081,580.54			
10/31/2013	0.2660	9,234.60	41,090,815.13			
11/30/2013	0.2630	8,835.92	41,099,651.05			
12/31/2013	0.2640	9,165.16	41,108,816.21			
1/31/2014	0.2440	8,470.83	41,117,287.04			
2/28/2014	0.2360	7,400.22	41,124,687.26			
3/31/2014	0.2360	8,193.10	41,132,880.36			
4/30/2014	0.2330	7,828.02	41,140,708.38			
5/31/2014	0.2330	8,349.88	41,149,058.26			
6/2/2014						(67,382.00)
6/30/2014				0.2330	7,554.61	41,089,230.87
<b>Total</b>		273,150.26			7,554.61	

**Interest:**  
Total Interest on from 2/1/2012 to 6/30/14 280,704.87

**Milpitas SA - LMIHF Interest Calculation for 02/1/12 - 6/30/2014**

Principal due on Jun 2, 2014 40,808,526.00  
Plus Interest to 6/30/14 280,704.87  
Total Cash to be Distributed to Taxing Entity 41,089,230.87

Note 1:  
Amount of the Agency's share withheld from ROPS FY14-15A RPTTF distribution (Jun 2, 2014 Distribution) to apply for OAF distribution, per DOF instruction.

Note 2:  
2/1/2012 - 6/30/2012: Base on original amount \$33,877,702 to calculate interest.  
7/1/2012 - 5/31/2014: Base on \$40,875,908 to calculate interest.

Other Funds and Accounts Distribution

		Total OAF amount plus Interest upto 6/30/2014	Amount MI SA need to remit [Net of Milpitas city's share]
		41,089,230.87	34,828,005.15
FY2013-14	OAF Apportionment Factor	Amt to be distributed	Distribution
Santa Clara County	0.13310542	5,469,199.43	5,469,199.43
Santa Clara County Library	0.02428119	997,695.50	997,695.50
Milpitas City	0.15238119	6,261,225.72	-
Milpitas Unified	0.38283488	15,730,390.83	15,730,390.83
San Jose-Evergreen Community College	0.06207526	2,550,624.50	2,550,624.50
County Office of Education	0.03021278	1,241,420.00	1,241,420.00
Santa Clara Valley Water District East Zone 1	0.01612835	662,701.38	662,701.38
Santa Clara Valley Water District	0.00155963	64,083.97	64,083.97
Bay Area Air Quality Management District	0.00175930	72,288.35	72,288.35
Santa Clara County Importation Water-Misc District	0.00464591	190,896.73	190,896.73
Santa Clara Valley Water District West Zone 4	0.00119751	49,204.94	49,204.94
ERAF	0.14489074	5,953,449.08	5,953,449.08
County Retirement	0.03705680	1,522,635.40	1,522,635.40
Library Retirement	0.00229217	94,183.63	94,183.63
SCVWD- State Water Project	0.00557887	229,231.41	229,231.41
		41,089,230.87	34,828,005.15
ERAF K-12	85.72%	5,103,528.74	5,103,528.74
ERAF College	14.28%	849,920.34	849,920.34
		5,953,449.08	5,953,449.08

(for redistribution)

SANTA CLARA COUNTY  
 City of Milpitas Successor Agency  
 Other Funds and Accounts Distribution

41,089,230.87

	Other Funds and Accounts Distribution		REDISTRIBUTION												CREDIT	OAF
	OAF Apportionment Factor	34,828,005.15 Amt to be distributed	5,307,132.72 Amt to be distributed	808,707.18 Amt to be distributed	123,231.76 Amt to be distributed	18,778.20 Amt to be distributed	2,861.44 Amt to be distributed	436.03 Amt to be distributed	66.44 Amt to be distributed	10.12 Amt to be distributed	1.54 Amt to be distributed	0.24 Amt to be distributed	0.04 Amt to be distributed	0.01 Amt to be distributed	6,261,225.71 to MI SA	DISTRIBUTION
<b>1% FY2013-14</b>																
Santa Clara County	0.133105422	4,635,796.33	706,408.14	107,643.31	16,402.82	2,499.48	380.87	58.04	8.84	1.35	0.21	0.03	0.01	0.01		5,469,199.43
Santa Clara County Library	0.024281192	845,665.47	128,863.51	19,636.37	2,992.21	455.96	69.48	10.59	1.61	0.25	0.04	0.01	0.00	0.00		997,695.50
Milpitas City	0.152381186	5,307,132.72	808,707.18	123,231.76	18,778.20	2,861.44	436.03	66.44	10.12	1.54	0.24	0.04	0.01	0.00		-
Milpitas Unified	0.382834881	13,333,375.22	2,031,755.52	309,601.32	47,177.42	7,188.95	1,095.46	166.93	25.44	3.88	0.59	0.09	0.01	0.00		15,730,390.83
San Jose-Evergreen Community College	0.062075255	2,161,957.32	329,441.62	50,200.70	7,649.64	1,165.66	177.62	27.07	4.12	0.63	0.10	0.01	0.00	0.00		2,550,624.50
County Office of Education	0.030212783	1,052,250.95	160,343.25	24,433.29	3,723.17	567.34	86.45	13.17	2.01	0.31	0.05	0.01	0.00	0.00		1,241,420.00
Santa Clara Valley Water District East Zone 1	0.016128347	561,718.16	85,595.28	13,043.11	1,987.52	302.86	46.15	7.03	1.07	0.16	0.02	0.00	0.00	0.00		662,701.38
Santa Clara Valley Water District	0.001559629	54,318.78	8,277.16	1,261.28	192.20	29.29	4.46	0.68	0.10	0.02	0.00	0.00	0.00	0.00		64,083.97
Bay Area Air Quality Management District	0.001759302	61,272.96	9,336.85	1,422.76	216.80	33.04	5.03	0.77	0.12	0.02	0.00	0.00	0.00	0.00		72,288.35
Santa Clara County Importation Water-Misc District	0.004645907	161,807.66	24,656.44	3,757.18	572.52	87.24	13.29	2.03	0.31	0.05	0.01	0.00	0.00	0.00		190,896.73
Santa Clara Valley Water District West Zone 4	0.001197514	41,707.03	6,355.37	968.44	147.57	22.49	3.43	0.52	0.08	0.01	0.00	0.00	0.00	0.00		49,204.94
ERAF	0.14489074	5,046,255.45	768,954.39	117,174.18	17,855.14	2,720.79	414.60	63.18	9.63	1.47	0.22	0.03	0.01	0.00		5,953,449.08
County Retirement	0.0370568	1,290,614.41	196,665.35	29,968.10	4,566.57	695.86	106.04	16.16	2.46	0.38	0.06	0.01	0.00	0.00		1,522,635.40
Library Retirement	0.002292173	79,831.82	12,164.87	1,853.70	282.47	43.04	6.56	1.00	0.15	0.02	0.00	0.00	0.00	0.00		94,183.63
SCVWD- State Water Project	0.005578868	194,300.86	29,607.80	4,511.67	687.49	104.76	15.96	2.43	0.37	0.06	0.01	0.00	0.00	0.00		229,231.41
	1.000000000	34,828,005.15	5,307,132.72	808,707.18	123,231.76	18,778.20	2,861.44	436.03	66.44	10.12	1.54	0.24	0.04	0.01		34,828,005.15
ERAF K-12	85.72%	4,325,846.98	659,177.69	100,446.28	15,306.12	2,332.37	355.41	54.16	8.25	1.26	0.19	0.03	0.00	0.00		5,103,528.74
ERAF College	14.28%	720,408.47	109,776.70	16,727.90	2,549.02	388.42	59.19	9.02	1.37	0.21	0.03	0.00	0.00	0.00		849,920.34
		5,046,255.45	768,954.39	117,174.18	17,855.14	2,720.79	414.60	63.18	9.63	1.47	0.22	0.03	0.01	0.00		5,953,449.08

**EXHIBIT F**  
**SECTION 2(b)(i) GRANT DEED**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

Document entitled to free recordation  
Pursuant to Government Code Section 27383

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

A.P.N.  
County: Santa Clara

## **GRANT DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the City of Milpitas, a California charter city and municipal corporation, grants to the Successor Agency to the Redevelopment Agency of the City of Milpitas, a public entity established under California Health and Safety Code section 34173, the real property in the City of Milpitas, County of Santa Clara, California, described on attached Exhibit A attached hereto, together with building and other improvements located on said real property, and all rights, privileges, easements and appurtenances thereto, including without limitation all mineral and water rights, appurtenant easements, rights-of way and other appurtenances used in connection with or relating to such real property, buildings, structures and other improvements.

**IN WITNESS WHEREOF**, this Grant Deed is executed this \_\_\_\_ day of \_\_\_\_\_, 2014.

### **CITY OF MILPITAS**

By: \_\_\_\_\_  
Thomas C. Williams  
City Manager

ACKNOWLEDGMENT

STATE OF CALIFORNIA                    )  
  )  
COUNTY SANTA CLARA                 )

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