

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

County of Santa Clara  
Clerk of the Board of Supervisors  
70 W. Hedding St., 10<sup>th</sup> Floor San Jose, CA 95110

Document entitled to free recordation  
Pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 022-08-003  
County of Santa Clara

## GRANT DEED

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the Successor Agency (the "Grantor") to the former Redevelopment Agency of the City of Milpitas, a public entity established under California Health and Safety Code section 34173, hereby conveys to the County of Santa Clara (the "Grantee"), a California political subdivision, the real property (the "Property") in the City of Milpitas, County of Santa Clara, California, described on the 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.

### RECITALS

**WHEREAS**, Grantee and the former Redevelopment Agency of the City of Milpitas ("Former RDA") entered into that certain Ground Lease (the "Ground Lease"), dated August 29, 2006, for the lease of the Property for a term ending August 29, 2081; and

**WHEREAS**, in accordance with the Ground Lease, Grantee has constructed parking garage improvements on the Property (the "Health Center Garage") to serve the patrons of the public property located at 143 North Main Street, Milpitas, CA 95035, known as Santa Clara County Assessor's Parcel Number 022-08-042, and currently operated as Santa Clara County Valley Medical Center Milpitas (the "Health Center"); and

**WHEREAS**, pursuant to Assembly Bill x1 26 (2011) (Health and Safety Code section 33000 et seq.), as amended by Assembly Bill 1484 (2012) (collectively, the "Dissolution Legislation"), the Former RDA dissolved on February 1, 2012; and

**WHEREAS**, Grantor, as the successor agency to the Former RDA, holds title to the Property and has been directed pursuant to California Health and Safety Code sections 34181(a) and 34191.3 to transfer fee title to the Property to the County for continued governmental use as further described in the approved Long-Range Property Management Plan (within the meaning of the Dissolution Legislation).

1. Restrictions. For the period of time commencing upon the recording of this Grant Deed and ending on August 29, 2081 (the "Restriction Period"), Grantee agrees to following:

a. Grantee shall make the Health Center Garage available for general public parking at no cost to the public during evenings, weekends, and holidays when the Health Center is not open for regular business. As of the date of this Grant Deed, the Health Center's regular business hours are 7:00 a.m. to 6:00 p.m. Monday through Friday. However, the Health Center's regular business hours are subject to change. The availability of the Health Center Garage for general public use shall change according to the change in the Health Center's regular business hours and shall be subject to reasonable restrictions determined by the Grantee to be necessary for the maintenance and security of the Property. In addition, 90 parking spaces on the first floor of the Health Center Garage shall be marked "Reserved" and available only to users of the Health Center at all times. Grantee will not charge parking fees for use of the Health Center Garage. Notwithstanding the foregoing, if prior to the end of the Restriction Period, either the Health Center Garage or the Health Center is substantially damaged or destroyed and such damage or destruction resulted from a cause not insured against by Grantee, the restriction provided by this section 1(a) shall terminate.

b. Grantee shall comply with all mitigation, monitoring and reporting requirements applicable to the Property pursuant to the Mitigation Monitoring and Reporting Program attached as Exhibit B to this Grant Deed and incorporated by reference.

2. Ground Lease. Upon the recording of this Grant Deed, the Ground Lease and the rights and obligations of Grantor and Grantee provided thereby shall automatically and immediately terminate without notice and Grantor shall retain all amounts paid pursuant to section 2.2 of the Ground Lease; provided no termination of the Ground Lease nor a violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the Ground Lease.

3. Mutual Release. The Grantor and Grantee (each, a "Releasing Party") hereby acknowledge and agree that, except for any claims based upon the other party's obligations under this Grant Deed, the Releasing Party, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges the other party and their respective officers, directors, shareholders, members, partners, agents, affiliates, successors and assigns (collectively, "Released Parties") from, and waives any right to proceed against, the Released Parties, for any and all claims, causes of action, judgments, losses, damages, liabilities, demands and costs and expenses (including attorney's fees and costs), at law or in equity, whether known or unknown, which in any way relate to or arise out of the Ground Lease, the Property, and the transactions and activities contemplated thereby. The foregoing releases are effective as of the recording of this Grant Deed. Each party represents and warrants that it has not sold, assigned,

or otherwise transferred any of the claims released by this Grant Deed. Each party acknowledges that it has read, and understands, section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT 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.

4. Amendment. This Grant Deed may be amended only by written agreement of Grantor and Grantee. 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. Construction. Each party recognizes that this Grant Deed is a legally binding instrument and acknowledges that it, he or she has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Grant Deed, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

7. 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.

8. Entire Agreement. This instrument and the attached exhibits set forth the entire agreement of the parties with respect to the matters contained in this Grant Deed and supersedes all prior discussions, negotiations, understandings, or agreements related to the Grant Deed.

9. 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.

10. Governing Law. The validity, meaning, and effect of this instrument shall be determined in accordance with California law.

11. Counterparts. This Grant Deed may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

//  
//  
//  
//

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

**IN WITNESS WHEREOF**, the Grantor and Grantee have executed this Grant Deed on \_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**

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

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

**Approved as to Form:**

By: \_\_\_\_\_  
Mike Ogaz  
Agency Counsel

**Attest:**

By: \_\_\_\_\_  
Mary Levelle  
Agency Secretary

**GRANTEE:**

**COUNTY OF SANTA CLARA**

By: \_\_\_\_\_  
Dave Cortese, President  
Board of Supervisors

**Approved as to Form and Legality:**

**Attest:**

By: \_\_\_\_\_  
Megan Doyle  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
E. Ray Ruiz  
Deputy County Counsel

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 A  
LEGAL DESCRIPTION**

**HEALTH CENTER GARAGE SITE**

**Legal Description**

Commencing at an iron pipe at the intersection of the Southwesterly line of the San Jose and Oakland Road with the Northerly line of that certain 5.22 acre tract described in the Deed from A. A. Dempsey et al, to Cambrian Gateway, a partnership, dated July 26, 1963, recoded on July 30<sup>th</sup>, 1963 in Book 6125 Official Records, page 601, Santa Clara County Records; thence South 10°27'49" East 164.00 feet; thence South 68°36'56" West 30.55 feet TO THE TRUE POINT OF BEGINNING; thence South 68°36'56" West 287.42 feet; thence along a curve to the right, from a tangent bearing North 65°21'49" West, with a radius of 90.00 feet and a central angle of 141°18'30", a distance of 221.97 feet; thence North 75°56'41" East 215.28 feet; thence along a tangent curve to the right with a radius of 20.00 feet and a central angle of 93°35'30", a distance of 32.67 feet; thence South 10°27'49" East 102.53 feet to the True Point of Beginning.

**EXHIBIT B**  
**MITIGATION MONITORING AND REPORTING PROGRAM**

**CERTIFICATE OF ACCEPTANCE**  
**(Government Code Section 27281)**

This is to certify that the interest in real property conveyed by the foregoing Grant Deed from the Successor Agency to the Redevelopment Agency of the City of Milpitas, a public entity established under California Health and Safety Code section 34173, to the County of Santa Clara, a political subdivision of the State of California (“County”), is hereby accepted by order of the Board of Supervisors of the County of Santa Clara on \_\_\_\_\_, and the County consents to recordation thereof by its duly authorized officer.

Dated:

**COUNTY OF SANTA CLARA**

By: \_\_\_\_\_  
Dave Cortese, President  
Board of Supervisors

**ATTEST:**

By: \_\_\_\_\_  
Megan Doyle  
Clerk of the Board of Supervisors

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
E. Ray Ruiz  
Deputy County Counsel