

**Sale to City of Cupertino
Lawrence Expressway at
Mitty Ave, San Jose
APNs: 375-21-001 & 375-22-001**

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made and entered into as of the later of the dates set forth by the parties on the signature page hereof (the “Effective Date”) by and between County of Santa Clara, a political subdivision of the State of California (the “County”), and the City of Cupertino, a California municipal corporation (the “City”). The County and the City are collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, County is the owner of that certain real property located in the City of San Jose, County of Santa Clara, State of California (APN 375-21-001 and 375-22-001) consisting of approximately 7.83 acres of land and more particularly described in Exhibit A-1 and depicted on Exhibit A-2 attached hereto and incorporated by reference (the “Property”); and

WHEREAS, the City desires to acquire the Property; and

WHEREAS, the County, including the County’s Roads and Airports Department, has determined that the Property is no longer required for County use, including the use by the County’s Roads and Airports Department, and therefore the sale to the City would be in compliance with California Government Code Section 25365(a).

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

1. PURCHASE AND SALE

- a. Subject to the terms and conditions in this Agreement, County agrees to sell and City agrees to purchase the Property. County shall convey its interest in the Property by quitclaim deed in substantially the form attached hereto as Exhibit B (the “Deed”).
- b. In connection with the sale of the Property, the County will provide City vehicular access rights between the Property and Lawrence Expressway solely for use by public agency employees, agents, contractors, and consultants, for the construction of public improvements on the Property and for ongoing operation and maintenance of the Property. Such access shall be made pursuant to an agreement in substantially the form attached hereto as Exhibit C to be

recorded in the public records at the Closing (the “Agreement Regarding Access”).

2. PURCHASE PRICE

The purchase price for the Property shall be the sum of Two Million Six Hundred Ninety Thousand Dollars (\$2,690,000) (the “Purchase Price”) and shall be payable in all cash or an amount credited by wire transfer of immediately available funds to Escrow Agent (defined below) at the Closing (defined below).

3. ESCROW AND CLOSING

- a. The Parties shall complete this transaction through an escrow established with Old Republic Title Company, located at 224 Airport Parkway, Suite 170, San Jose, California, attention Sharon LaFountain, Escrow Officer, (408) 557-8400 (the “Escrow Agent”) pursuant to joint escrow instructions. Within three (3) business days after the Effective Date, the City shall deposit this Agreement with Escrow Agent. This Agreement shall constitute the joint escrow instructions of the County and the City to Escrow Agent and upon the opening of escrow, Escrow Agent is authorized to act in accordance with the terms of this Agreement. Upon Escrow Agent’s or either Party’s request, the Parties shall execute such additional and supplementary escrow instructions as may be appropriate or reasonably required by Escrow Agent to enable the Escrow Agent to comply with the terms of Agreement; provided, however, that if there is any conflict or inconsistency between such additional and supplementary escrow instructions and this Agreement, this Agreement shall control.
- b. The transfer of the Property shall occur and escrow shall close (the “Closing”) on the fifteenth (15th) calendar day after the completion of the Contingency Period (defined below) or on such earlier date as City and County may mutually agree (the “Closing Date”) subject to the terms of this Agreement.
- c. At least one (1) business day prior to the Closing Date, the City shall deposit with the Escrow Agent, the Purchase Price, plus any additional amounts required pursuant to Section 6 below, and any additional documents required by Escrow Agent to effectuate the Closing in accordance with the terms of this Agreement.
- d. At least one (1) business day prior to the Closing Date, the County shall deposit the Deed, the Agreement Regarding Access and any additional documents required by the Escrow Agent to effectuate the Closing in accordance with the terms of this Agreement.
- e. City’s Conditions to Closing. The following are conditions precedent to City’s obligation to purchase the Property: (i) County shall not be in material default

in the performance of any covenant or agreement to be performed by County under this Agreement and all of County's representations and warranties made pursuant to this Agreement shall be true and correct as of the Closing Date; (ii) there shall be no material adverse change in the condition of the Property (physical, legal, title, environmental, or otherwise) from that which existed at the expiration of the Contingency Period; (iii) Escrow Agent shall be committed at the Closing Date to issue City a title policy subject only to those exceptions approved by City during the Contingency Period; and (iv) County shall have received all approvals necessary to perform the transaction contemplated hereunder. The above-referenced conditions are solely for the benefit of City. If on the Closing Date any condition precedent is not satisfied, City shall have the right in its sole discretion either to waive in writing the condition and proceed with the Closing, or terminate this Agreement. If City provides written notice of termination hereunder, the Agreement shall terminate and the Parties shall have no further obligations under this Agreement (with the exception of obligations that survive the Closing or termination).

4. DISCLAIMERS; CONTINGENCY PERIOD

- a. Pursuant to California Civil Code Section 1102.2(j), the property is being sold "as is," without express or implied warranty, and shall be subject to all liens, easements and encumbrances, recorded or unrecorded. In addition, County makes no representations with respect to the presence of Hazardous Waste, the suitability of the property for the uses intended, or with respect to the conformance of the property to any codes, rules, regulations or ordinances, whether local, state or federal. "Hazardous Waste" includes without limitation: (a) Those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law; (b) Those substances listed in the United States Department of Transportation (DOT) Table [49 C.F.R. 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances 40 C.F.R. Part 302; (c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and (d) Any material, waste, or substance that is: (i) a petroleum or refined petroleum product, (ii) asbestos, (iii) polychlorinated biphenyl, (iv) designated as a hazardous substance pursuant to 33 U.S.C.A. §1321 or listed pursuant to 33 U.S.C.A. §1317, (v) a flammable explosive, or (vi) a radioactive material. City acknowledges and will upon Closing accept title to the Property with the understanding that the Property does not have access to or from Lawrence Expressway or any other public road except to the extent provided in the Agreement Regarding Access.
- b. City understands that County makes no express or implied warranty with respect to the condition of any of the Property. County makes no oral or written

representation regarding the age of improvements, the size and square footage of the parcel or building, or the location of property lines. Apparent boundary line indicators such as driveways, fences, hedges, walls, or other barriers may not represent the true boundary lines. Only a surveyor can determine the actual boundary lines. If any of these issues are important to City's decision to purchase, then City should investigate the Property independently. City acknowledges that it has not relied upon any representations by County with respect to the condition of the Property, the status of permits, zoning, or code compliance. City is to satisfy itself concerning these issues. For a period of thirty (30) calendar days after the Effective Date (the "Contingency Period"), City and its employees, agents, contractors, consultants, and representatives may enter upon the Property for the purpose of inspecting and evaluating the condition of the Property (physical, legal, title, environmental, or otherwise); provided, however, City may not make any invasive investigations (e.g., taking soil or water samples) without the prior written consent of the County which may be withheld in the reasonable discretion of the County. City's inspection and evaluation shall be at City's sole cost and expense. City's acceptance of the condition of the Property is a contingency of this Agreement. On or before the expiration of the Contingency Period, City shall have the right in its sole discretion to terminate this Agreement based on any condition of the Property that is unacceptable to City. If City provides written notice of termination hereunder, the Agreement shall terminate, and the Parties shall have no further obligations under this Agreement (with the exception of obligations that survive the Closing or termination).

- c. Notwithstanding the foregoing, to the best of County's actual knowledge: (i) County has the full right, power, and authority to enter into this Agreement and perform the transactions contemplated hereunder; (ii) this Agreement and all documents to be delivered by County under this Agreement are duly authorized and executed by County, and are the legal, valid, and binding obligations of County; (iii) there is no litigation or proceeding pending or, to the County's knowledge, threatened in writing, nor is there any unsatisfied judgment against or involving County or the Property, which might materially and adversely affect the Property or County's ability to consummate the transaction contemplated by this Agreement; (iv) there are no leases, licenses, or other occupancy agreements affecting any of the Property and there are no obligations in connection with the Property (such as service, utility, maintenance, employment, or management contracts, or brokerage and leasing commission agreements) that will be binding upon City after the Closing; and (v) County has not received written notice of any violations of any laws, rules, or regulations applicable to the Property.
- d. On or before the expiration of the Contingency Period, County shall remove from the Property any equipment and personal property belonging to the County or its contractors; notwithstanding the foregoing, County shall leave in place

and convey to the City at Closing any existing fencing around the perimeter of the Property.

5. DEVELOPMENT OF PROPERTY AND PROPERTY TAX

It is the responsibility of the City to determine any allowable uses or limitations on the development or use of the Property and to satisfy itself as to the suitability and condition of the Property. City is required to seek all approvals, permits, licenses and the like at City's expense for any intended development, modification, occupancy, use, or improvement of the Property. City acknowledges that the Property is currently not subject to property taxes since it is owned by the County, which is a public agency, but that upon the transfer of title to the Property to City, the Property may be subject to property taxes. City shall be responsible for determining any and all taxes which may apply to the Property.

6. EXPENSES

- a. City shall pay recording fees, escrow fees, transfer tax (if any), title insurance premium and the costs of any endorsements thereto, and survey costs (if any) incurred under this Agreement. All other costs shall be divided as is customary in Santa Clara County.
- b. There are no utilities, service and maintenance contracts, rentals, deposits, or other similar fees or expenses related to the Property that will be effective as of the Closing Date and, thus, no apportionments of same are required as of the Closing Date. General real estate taxes and special assessments against the Property payable for the tax year of the Closing (if any) shall be apportioned as of 12:01 a.m. on the Closing Date, so that City bears all such expenses with respect to the Property on and after the Closing Date.
- c. The Parties shall jointly prepare a preliminary Closing adjustment on the basis of any apportionments or adjustments to be made based on payments or expenses, and shall deliver such computation to Escrow Agent prior to the Closing Date. If any of the foregoing prorations cannot be calculated accurately on the Closing Date, then they shall be calculated as soon after the Closing Date as feasible. Either Party owing the other Party a sum of money based on such subsequent prorations shall promptly pay such sum to the other Party. The provisions of this Article shall survive the Closing.

7. RELEASE

- a) From and after the Closing, City hereby waives, release, acquits, and forever discharges County, and County's agents, directors, officers, and employees to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses,

compensation, attorneys' fees, consultants' fees and costs and expert fees (collectively "Claims") whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or that may arise in the future because of or in any way growing out of or connected with the physical condition of Property, including without limitation, the physical and environmental condition of the Property or any law or regulation applicable thereto, including, without limitation, any Claim or matter (regardless of when it first appeared) relating to or arising from (i) the presence of any environmental problems, or the use, presence, storage, release, discharge, or migration of Hazardous Materials on, in, under or around the Property regardless of when such Hazardous Materials were first introduced in, on or about the Property, (ii) any patent or latent defects or deficiencies with respect to the Property, (iii) any and all matters related to the Property or any portion thereof, including without limitation, the condition and/or operation of the Property and each part thereof, and (iv) the presence, release and/or remediation of asbestos and asbestos containing materials in, on or about the Property regardless of when such asbestos and asbestos containing materials were first introduced in, on or about the Property. City hereby waives and agrees not to commence any action, legal proceeding, cause of action or suits in law or equity, of whatever kind or nature, including, but not limited to, a private right of action under the federal superfund laws, 42 U.S.C. Sections 9601 et seq. and California Health and Safety Code Sections 25300 et seq. (as such laws and statutes may be amended, supplemented or replaced from time to time), directly or indirectly, against the Sellers or their agents in connection with Claims described above, except matters arising from Seller's fraud or intentional misrepresentation or concealment. The foregoing does not, however, release against County (i) any claims by third parties (or any rights of City to seek indemnity or contribution for such third party claims) that arise from matters occurring prior to the Closing brought against City; or (ii) any claims by City resulting from the breach of this Agreement by County.

CITY EXPRESSLY WAIVES ITS RIGHTS GRANTED UNDER CALIFORNIA CIVIL CODE §1542 AND ANY OTHER PROVISION OF LAW THAT PROVIDES A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

City's Initials: _____

- b) Without limiting the foregoing, if City has actual knowledge of: (a) a default in any of the covenants, agreements or obligations to be performed by County under this Agreement and/or (b) any breach or inaccuracy in any representation

of the County made in this Agreement, and City nonetheless elects to proceed to the Closing, then, upon the consummation of the Closing, City shall be conclusively deemed to have waived any such default and/or breach or inaccuracy and shall have no Claim against County or hereunder with respect thereto.

The provisions of this Section 7 shall survive the Closing.

8. TIME OF ESSENCE

Time is of the essence in this Agreement.

9. NOTICES

All notices, demands, requests, and exercises under this Agreement by either party shall be hand-delivered or sent by United States mail, registered or certified, postage prepaid, addressed to the other party as follows:

County: Deputy Director, Administration
Roads and Airports Dept.
101 Skyport Drive
San Jose, CA 95110

City: City Manager
City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014

10. EFFECTIVE HEADINGS

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

12. SEVERABILITY

Should any part of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

13. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

14. NO THIRD-PARTY BENEFICIARIES

The Parties intend that the rights, obligations and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third-party beneficiaries to this Agreement.

15. COUNTERPARTS, ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the parties have fully executed this agreement. Unless otherwise prohibited by law or City or County policies, the parties agree that an electronic copy of this Agreement, or an electronically signed Agreement, has the same force and legal effect as the Agreement executed with an original ink signature. The term "electronic copy of this Agreement" refers to a transmission by facsimile, electronic mail (email), or other electronic means of a copy of the original signed agreement in a portable document format. The term "electronically signed Agreement" means the Agreement that is executed by applying an electronic signature using technology approved by the City or County.

16. BROKERS AND FINDERS

Neither Party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the purchase and sale contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the Party through whom the broker or finder makes his or her claim shall be responsible for

such commission or fee and shall indemnify and hold harmless the other Party from all claims, costs, and expenses (including, without limitation, reasonable attorneys'

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fees and disbursements) incurred by the indemnified party in defending against the same. The provisions of this Section shall survive the Closing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the dates set forth below:

COUNTY:

County of Santa Clara, a political
subdivision of the State of California

CITY:

City of Cupertino, a California municipal
corporation

By: _____
Name: CINDY CHAVEZ
Title: President, Board of
Supervisors
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Signed and certified that a copy of this
document has been delivered by
electronic or other means to the
President, Board of Supervisors

Attest:

Attest: _____

By: _____
Megan Doyle, Clerk, Board
of Supervisors

By: _____
City Clerk

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____
Karen Willis
Deputy County Counsel

By: _____
Heather Minner
City Attorney

Exhibits:

- A-1 Legal Description of Property
- A-2 Depiction of Property
- B Form of Quitclaim Deed
- C Form of Agreement Regarding Access

EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

[See attached]

EXHIBIT "A"

PARCEL 1
LAWRENCE-MITTY PARK
CUPERTINO, CALIFORNIA
LEGAL DESCRIPTION

Commencing at the most northeasterly corner of Lands of Santa Clara Valley Water District (Book L033 OR Pg. 113) as shown on that certain Parcel Map, which was filed for record on January 4, 1990 in Book 609 of Maps at page 6, Santa Clara County Records,

Thence along the easterly line of said Lands of Santa Clara Valley Water District, South 20°09'45" East, 11.86 feet, and South 02°11' 00" West, 96.08 feet, to the **Point Of Beginning**;

Thence, continuing South 02°11'00" West, 186.30 feet and South 43°00'40" East, 192.89 feet to the westerly line of Lawrence Expressway, as said line is shown upon that unrecorded plans entitled "Lawrence Expressway Unit No. 6A" –layout details for stations 1+00.23 to 40+00;

Thence, North 00°44'33" West along said westerly line, 322.34 feet;

Thence leaving the westerly line of Lawrence Expressway, North 87°40'18" West, 120.40 feet to the **POINT OF BEGINNING**.

Containing an area of 32,126 square feet, (0.74 acres), more or less.

END OF DESCRIPTION



EXHIBIT "B"

PARCEL 2
LAWRENCE-MITTY PARK
CUPERTINO, CALIFORNIA
LEGAL DESCRIPTION

Beginning at the southeast corner of Lot 278 as shown on the map of Tract 1183, which was filed for record on June 23, 1953 in Book 44 of Maps at Page 11 Santa Clara County Records,

Thence along the easterly line said Tract No. 1183 the following courses and distances:

North 14° 30' 00" East, 46.59 feet;
North 3° 22' 45" West, 191.71 feet;
North 19° 29' 45" West, 151.30 feet;
North 27° 45' 15" West, 189.35 feet;
North 3° 17' 15" West, 147.02 feet;
North 50° 51' 45" West, 121.65 feet;
North 12° 27' 45" West, 107.74 feet;
North 25° 06' 15" East, 61.00 feet;
North 66° 02' 15" East, 113.84 feet;
North 39° 42' 00" East, 194.78 feet;
North 15° 14' 00" East, 85.91 feet;
North 10° 16' 15" West, 138.43 feet;
North 1° 51' 30" East, 103.33 feet;
North 26° 18' 45" East, 126.23 feet to the westerly line of Lawrence Expressway, as said line is shown upon that unrecorded plans entitled "Lawrence Expressway Unit No. 6A"- layout details sheets for stations 1+00.23 to 40+00;

Thence, South 00° 44' 33" East along said westerly line 1055.78 feet to a tangent curve to the right, having a radius of 5433.00 feet, a central angle of 5° 01' 21", an arc length of 476.25 feet;

Thence, South 4° 16' 48" West, 29.03 feet;

Thence, leaving said westerly line of Lawrence Expressway South 87° 39' 53" West, 44.03 feet to the POINT OF BEGINNING.

Containing an area of 197,905 square feet (4.54 acres), more or less.

END OF DESCRIPTION.



EXHIBIT "C"

PARCEL 3
LAWRENCE-MITTY PARK
CUPERTINO, CALIFORNIA
LEGAL DESCRIPTION

Beginning at the southeast corner of Parcel 5 as shown on that certain Parcel Map, which was filed for record on January 4, 1990 in Book 609 of Maps, at page 6, Santa Clara County Records, and being more particularly described as follows;

Thence, along the easterly line of said Parcel 5, North $20^{\circ}09'45''$ West, 45.40 feet;

Thence, continuing North $20^{\circ}09'45''$ West, along the easterly line of Lot 292, 291, and 290 as shown on the Map for Tract No. 1183 which was filed for record on June 23, 1953 in Book 44 of Maps, at Page 11, Santa Clara County Records, a distance of 165.91 feet;

Thence, continuing along the easterly line of Lot 290, 289, 288 and 287, as shown on said Tract Map No. 1183, North $04^{\circ}04'45''$ East, 125.69 feet;

Thence, continuing along the easterly line of Lot 287, 286, 285, 284, and 283, as shown on said Tract Map No 1183, North $29^{\circ}51'15''$ East, 214.50 feet;

Thence, continuing along the easterly line of Lot 282, and 281, as shown on said Tract Map No. 1183, North $06^{\circ}13'45''$ West, 116.81 feet;

Thence continuing along the easterly line of Lot 280, and 279, as shown on said Tract Map No. 1183, North $19^{\circ}26'45''$ East, 109.24 feet;

Thence, continuing along said easterly line of said Lot 279, North $14^{\circ}30'00''$ East, 53.73 feet to the southeasterly corner of the "Lands of San Jose Water Works";

Thence, continuing North $14^{\circ}30'00''$ East, 127.88 feet to the northeasterly corner of said "Lands of San Jose Water Works", also being the southeasterly corner of Lot 278 as shown on said Map of Tract 1183;

Thence North $87^{\circ}39'53''$ East, 44.03 feet to the westerly line of Lawrence Expressway, as said line is shown upon that unrecorded plans entitled "Lawrence Expressway Unit No. 6A"-layout details sheets for stations 1+00.23 to 40+00;

Thence, South $04^{\circ}16'48''$ West along said westerly line, 482.34 feet to a tangent curve to the left, having a radius of 5567.00 feet, a central angle of $5^{\circ}01'21''$, an arc length of 488.00 feet;

Thence, continuing along said westerly line, tangent to last said curve, South 00°44'33" East, 7.33 feet;

Thence, leaving the westerly line of Lawrence Expressway, North 87°40'18" West, 120.40 feet to the easterly line of the "Lands of Santa Clara Valley Water District", as shown on said Parcel Map (Book 609Maps page 6);

Thence North 02°11'00" East along said easterly line of said "Lands of Santa Clara Valley Water District", 96.08 feet and North 20°09'45" West, 11.86 feet to said southeast corner of Parcel 5 (PM 609 M6) and the **POINT OF BEGINNING**.

Containing an area of 113,751 square feet, (2.61 ± acres), more or less.

End of Description.

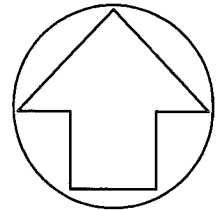


Mark A. Helton

EXHIBIT A-2
DEPICTION OF PROPERTY

[See attached]

MATCH LINE-SEE SHEET 2



SCALE: 1"=100'

LEGEND

- PARCEL LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- SCVWD SANTA CLARA VALLEY WATER DISTRICT



EXHIBIT "D"

Mark A. Helton



**Giuliani & Kull -
San Jose, Inc.**

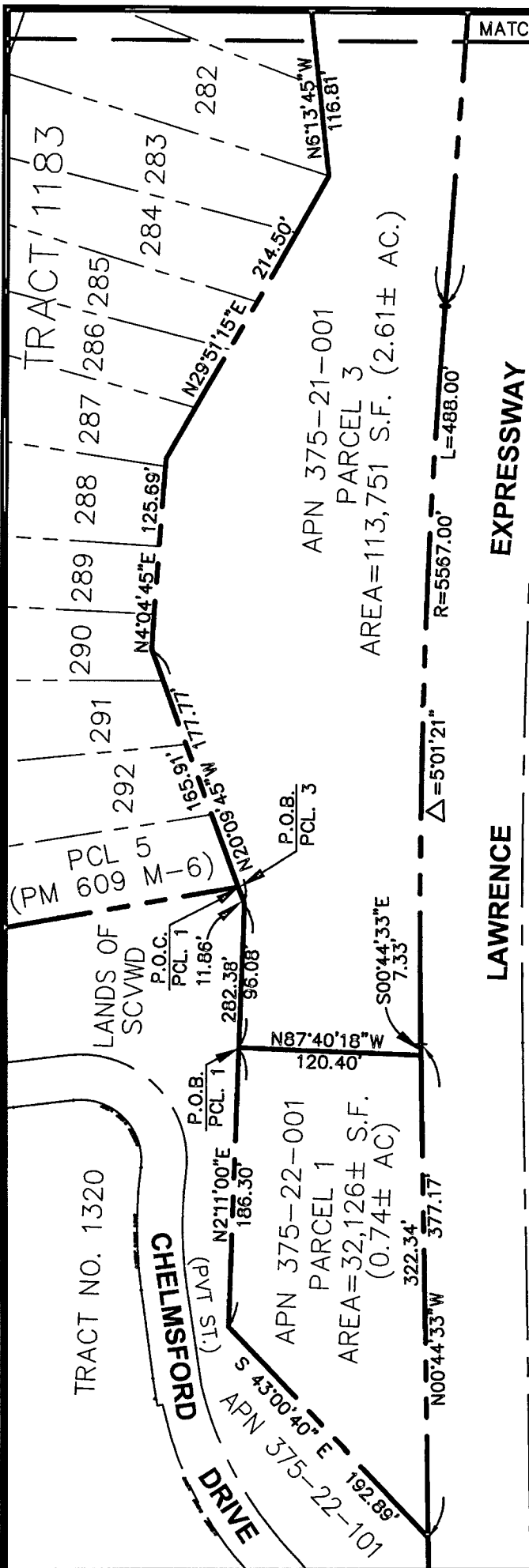
Engineers • Planners • Surveyors

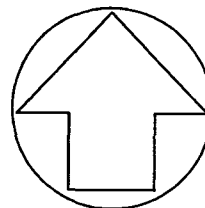
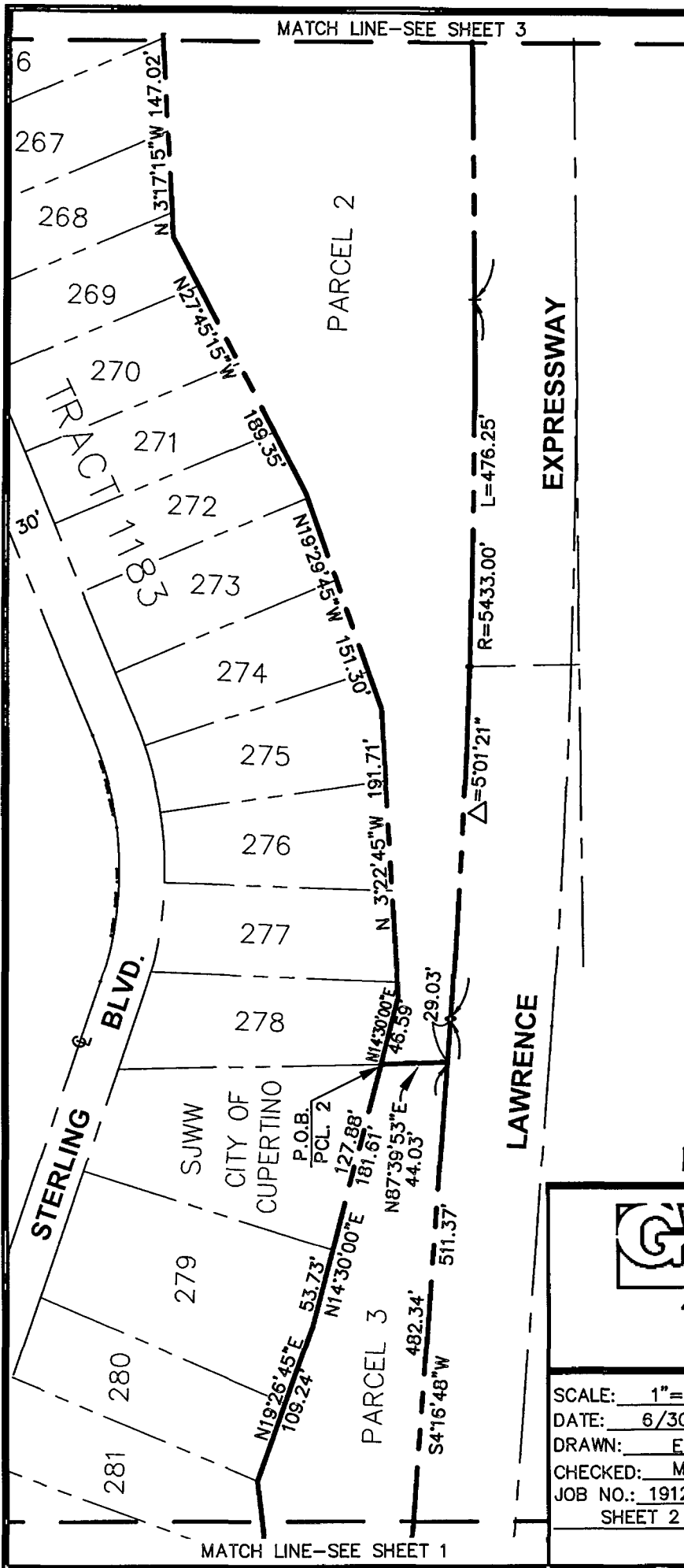
4880 Stevens Creek Blvd. Suite 100
San Jose, California 95129
(408) 615-4000

SCALE: 1"=100'
DATE: 6/30/20
DRAWN: E.T.
CHECKED: M.H.
JOB NO.: 19129
SHEET 1 OF 3

**PLAT TO ACCOMPANY
LEGAL DESCRIPTION**

**PARCELS 1 & 3
LAWRENCE - MITTY PARK
CUPERTINO, CALIFORNIA**





SCALE: 1"=100'



EXHIBIT "D"

Mark A. Helton



**Giuliani & Kull -
San Jose, Inc.**

Engineers • Planners • Surveyors

**4880 Stevens Creek Blvd. Suite 100
San Jose, California 95129
(408) 615-4000**

SCALE: 1"=100'

DATE: 6/30/20

DRAWN: E.T.

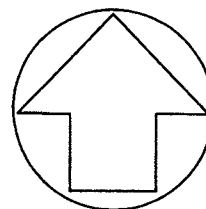
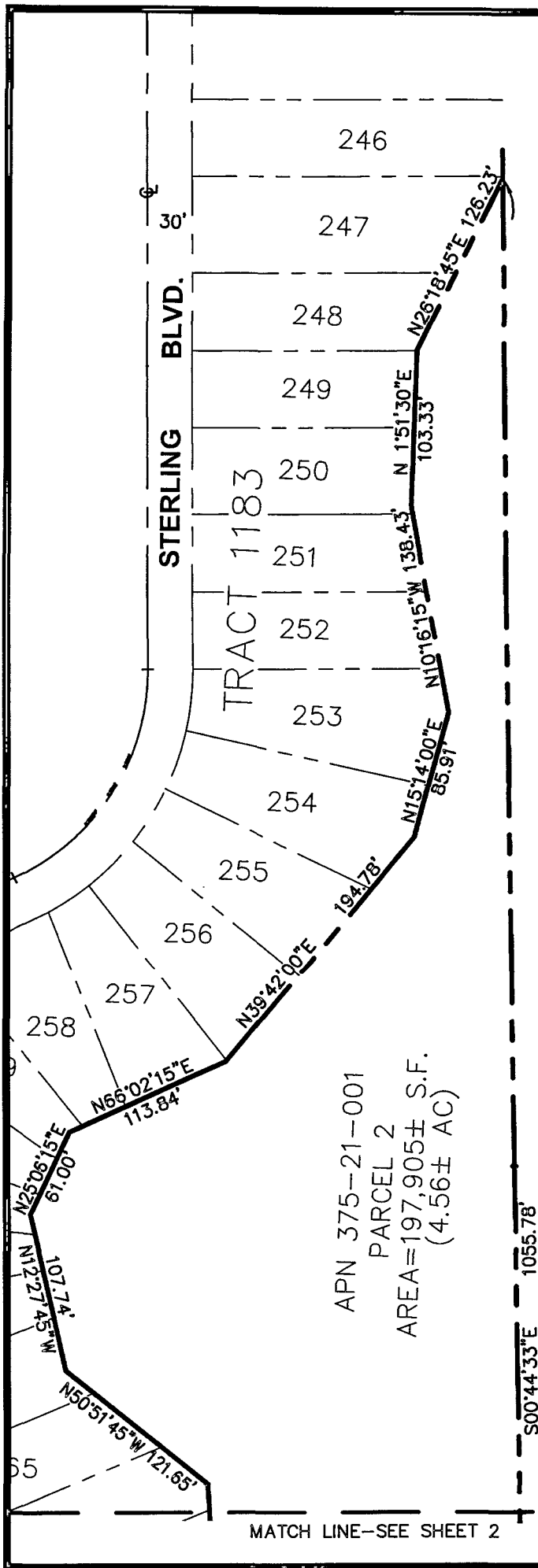
CHECKED: M.H.

JOB NO.: 19129

SHEET 2 OF 3

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PARCELS 2 & 3
LAWRENCE - MITTY PARK
CUPERTINO, CALIFORNIA



SCALE: 1"=100'



EXHIBIT "D"

Mark A. Helton



**Giuliani & Kull -
San Jose, Inc.**

Engineers • Planners • Surveyors

4880 Stevens Creek Blvd. Suite 100
San Jose, California 95129
(408) 615-4000

SCALE: 1"=100'

DATE: 6/30/20

DRAWN: E.T.

CHECKED: M.H.

JOB NO.: 19129

SHEET 3 OF 3

**PLAT TO ACCOMPANY
LEGAL DESCRIPTION**

**PARCEL 2
LAWRENCE - MITTY PARK
CUPERTINO, CALIFORNIA**

MATCH LINE-SEE SHEET 2

EXHIBIT B
FORM OF QUITCLAIM DEED

[See attached]

CONFIDENTIAL; REAL ESTATE NEGOTIATION

**RECORD WITHOUT FEE UNDER CALIFORNIA
GOVERNMENT CODE SECTIONS 27383 AND 6103**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Cupertino
City Hall
10300 Torre Avenue
Cupertino, CA 95014-3202
Attn: City Clerk

MAIL TAX STATEMENTS TO: Same as above

Space above this Line for Recorder's Use

A.P.N. 375-21-001 and 375-22-001

[Transfer is exempt from documentary transfer tax pursuant to R&T Code Section 11922]

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, County of Santa Clara, a political subdivision of the State of California ("Grantor"), hereby does remise, release, and forever quitclaim to the City of Cupertino, a California municipal corporation ("Grantee"), all right, title, fee, and interest in and to that real property situated in the City of San Jose, County of Santa Clara, State of California, described on Exhibit A attached hereto, together with all buildings 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, Grantor has caused this instrument to be executed.

GRANTOR:

COUNTY OF SANTA CLARA, a political
subdivision of the State of California

By: _____
Name:
Title:

Exhibit B

CONFIDENTIAL; REAL ESTATE NEGOTIATION

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, _____,
Notary Public, 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)

Quitclaim Deed - Exhibit A

Legal Description

[See attached]

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Quitclaim Deed dated _____, from the County of Santa Clara to the City of Cupertino, a California municipal corporation, is hereby accepted by the undersigned on behalf of the City of Cupertino pursuant to authority conferred by City Council Resolution No. _____ adopted on _____, and the City of Cupertino consents to recordation thereof by its duly authorized officer.

Dated: _____, City of Cupertino, a California municipal corporation,

By: _____

Name: _____

Title: _____

CONFIDENTIAL; REAL ESTATE NEGOTIATION

EXHIBIT C

FORM OF AGREEMENT REGARDING ACCESS

[See attached]

CONFIDENTIAL; REAL ESTATE NEGOTIATION

**RECORD WITHOUT FEE UNDER CALIFORNIA
GOVERNMENT CODE SECTIONS 27383 AND 6103**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Cupertino
City Hall
10300 Torre Avenue
Cupertino, CA 95014-3202
Attn: City Clerk

MAIL TAX STATEMENTS TO: Same as above

Space above this Line for Recorder's Use

A.P.N. 375-21-001 and 375-22-001

[Transfer is exempt from documentary transfer tax pursuant to R&T Code Section 11922]

AGREEMENT REGARDING ACCESS

A. City of Cupertino, a California municipal corporation ("Grantee"), is the sole legal owner of a fee interest in that certain real property in the City of San Jose, County of Santa Clara, State of California referred to as APN 375-21-001 and 375-22-001, consisting of approximately 7.83 acres of land (the "Lawrence-Mitty Property").

B. County of Santa Clara, a political subdivision of the State of California ("Grantor"), is the sole legal owner of a fee interest in real property in the City of San Jose, County of Santa Clara, State of California commonly referred to as the Lawrence Expressway, a portion of which abuts the Lawrence-Mitty Property (the "Lawrence Expressway Segment"), as depicted in Exhibit A attached hereto.

C. Pursuant to that certain Final Order of Condemnation, dated January 30, 1963 and recorded in the Official Records of the County of Santa Clara as document number 2338389, the Lawrence-Mitty Property has no right or easement of access from the Lawrence-Mitty Property to Lawrence Expressway.

D. Grantor desires to provide and Grantee desires to accept a limited right of access from the Lawrence-Mitty Property to the Lawrence Expressway Segment pursuant to the terms and conditions of this agreement.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants to Grantee a perpetual right to access the Lawrence-Mitty Property from the Lawrence Expressway Segment at a single location (the "Access Area"), solely for vehicular ingress and egress by public agency employees, agents, contractors and consultants for the maintenance, operation, alteration, repair, replacement, reconstruction, and inspection of the Lawrence-Mitty Property and the installation, construction, or addition of any public improvements on the Lawrence-Mitty Property. Access to the Lawrence-Mitty Property from Lawrence Expressway by the public or any other party not in accordance with the previous sentence is prohibited.

2. The location of the Access Area shall be the area shown on Exhibit B attached hereto. Grantee may relocate the Access Area within the Lawrence Expressway Segment from time to time provided Grantee obtains the prior written approval of the Director of the County of Santa Clara Roads and Airports Department (or their successor) with respect to the location, dimensions and other specifications of the revised Access Area.

3. Grantor reserves the right to use the Access Area for purposes that will not interfere with Grantee's use of the Access Area.

4. Grantee, at no expense to Grantor, shall obtain from all agencies and authorities with jurisdiction any and all required approvals, permits, inspections, or similar items which may be required, and shall conform to all pertinent laws, ordinances, rules, and regulations, for any and all activities Grantee, and its employees, agents, and contractors, conduct pursuant to the rights granted herein.

5. Grantee shall maintain the Access Area in a safe and clean condition. Grantee shall maintain and repair a locked gate from the Access Area into the Lawrence-Mitty Property. Such gate shall be closed and locked at all times except for the limited time that vehicles that are permitted access pursuant to this agreement are driving through the gate.

6. Grantee shall be liable for any damages caused by Grantee, and its employees, agents, and contractors, arising from any and all activities Grantee, and its employees, agents, and contractors, conduct pursuant to the rights granted herein as provided for under California law. Grantee shall indemnify, hold harmless and defend Grantor from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, in connection with Grantee's use of the Access Area or Grantee's breach of this agreement, excepting only losses to the extent arising from the negligence or willful misconduct of Grantor.

7. The terms, covenants, conditions, exceptions, obligations, and reservations contained herein shall be binding upon and shall inure to the benefit of Grantor, Grantee, and their

CONFIDENTIAL; REAL ESTATE NEGOTIATION

respective heirs, representatives, assigns, and successors in interest, and shall continue as a servitude running with the subject property.

8. Termination.

- a) Grantee may terminate this agreement at any time with notice to Grantor, followed by a notice of termination recorded in the Official Records.
- b) Notwithstanding anything to the contrary set forth in this agreement, this agreement and the right to access granted herein shall terminate upon the transfer of the Lawrence-Mitty Property to a party other than a public or quasi-public entity.
- c) Prior to termination of this agreement, Grantee shall remove the gate and permanently close off the Access Area to Lawrence Expressway and shall move the fence to be on or about the property line of the Lawrence-Mitty Property so that no vehicle turn-off area exists.

9. This instrument will be recorded in the official records of the County of Santa Clara, State of California.

In Witness Whereof, Grantor and Grantee have caused this instrument to be executed.

GRANTOR:

COUNTY OF SANTA CLARA, a political
subdivision of the State of California

By:
Name:

Title:

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Karen M. Willis, Deputy County Counsel

GRANTEE:

CITY OF CUPERTINO, a municipal corporation

By:
Name:

Title:

Date: _____

Attest:

By: _____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Heather Minner, City Attorney

CONFIDENTIAL; REAL ESTATE NEGOTIATION

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, _____,
Notary Public, 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)

CONFIDENTIAL; REAL ESTATE NEGOTIATION

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STATE OF CALIFORNIA)

)

COUNTY OF)

On _____, before me, _____,
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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.

(Seal)

(Signature)

Agreement Regarding Access - Exhibit A

Depiction of Lawrence Expressway Segment

[See attached]

CONFIDENTIAL; REAL ESTATE NEGOTIATION

Agreement Regarding Access - Exhibit B

Depiction of Location of Existing Access Area

[See attached]

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Agreement Regarding Access dated _____, from the County of Santa Clara to the City of Cupertino, a California municipal corporation, is hereby accepted by the undersigned on behalf of the City of Cupertino pursuant to authority conferred by City Council Resolution No. _____ adopted on _____, and the City of Cupertino consents to recordation thereof by its duly authorized officer.

Dated: _____, City of Cupertino, a California municipal corporation,

By: _____

Name: _____

Title: _____