

RESOLUTION NO. _____

**RESOLUTION OF THE REDEVELOPMENT DISSOLUTION COUNTYWIDE
OVERSIGHT BOARD OF SANTA CLARA COUNTY AUTHORIZING THE
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY
OF SANTA CLARA TO EXECUTE AND IMPLEMENT THE COMPENSATION
AGREEMENT RELATED TO THE DISPOSITION OF THE REAL PROPERTY
COMMONLY KNOWN AS THE SANTA CLARA CONVENTION CENTER AND
ITS COMMON AREA PARCELS**

WHEREAS, all California redevelopment agencies were dissolved by the enactment of AB x1 26 in 2011, subsequently amended by AB 1484 (2012) and SB 107 (2015) (collectively, the “Dissolution Law”) and created successor agencies to wind down and dispose of all assets of the former redevelopment agencies;

WHEREAS, in March 2011, after the Governor had announced the intended dissolution of redevelopment agencies, the former Redevelopment Agency of the City of Santa Clara (“Successor Agency”) transferred all its assets, including all real property, to the City of Santa Clara (“City”);

WHEREAS, Dissolution Law required the return of all assets transferred to the City after January 1, 2011;

WHEREAS, the City refused to return the assets and the County of Santa Clara (“County”), along with the Santa Clara County Office of Education (“SCCOE”) and Santa Clara Unified School District (“SCUSD”) sued the City and related City parties to enforce compliance with Dissolution Law;

WHEREAS, on January 11, 2016, a Settlement Agreement was entered into among the County, SCCOE, SCUSD, the City, the Successor Agency, the Housing Authority of the City of Santa Clara, the Santa Clara Stadium Authority, the Sports and Open Space Authority of the City of Santa Clara (“Settlement Agreement”) and required certain actions related to the disposition of the real properties owned by the Successor Agency;

WHEREAS, the Long Range Property Management Plan (“LRPMP”) became effective on December 22, 2015 and directed the disposition of all real properties owned by the Successor Agency in accordance with the Settlement Agreement;

WHEREAS, the LRPMP requires the property commonly known as the Santa Clara Convention Center and its common area parcels (APNs 104-55-016, 104-55-017, 104-43-025) (“Convention Center Complex”) to be disposed of through a compensation agreement to be entered into among the Successor Agency, City parties, and all affected taxing entities (“Compensation Agreement”) and requires the execution and recording of the Conditions, Covenants, and Restrictions (CC&Rs) running with the land;

WHEREAS, once the Compensation Agreement is fully executed, the CC&Rs, as attached to the Compensation Agreement, are to be recorded by the Successor Agency and the Convention Center Complex will be transferred to the Successor Agency, and then the Convention Center Complex will be transferred back to the City for the compensation required in the Compensation Agreement;

WHEREAS, once the CC&Rs are recorded, the remaining properties—the Hyatt Regency Santa Clara and Techmart Meeting Center and Office Complex—will be sold on the open market; and,

WHEREAS, all proceeds received related to the execution and implementation of the Compensation Agreement will be remitted to the County Auditor-Controller and distributed to the affected taxing entities in proportion to each entity's share of property tax distribution;

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NOW, THEREFORE, BE IT RESOLVED that the Redevelopment Dissolution Countywide Oversight Board of Santa Clara County authorizes the Successor Agency to the Redevelopment Agency of the City of Santa Clara to execute and implement the Compensation Agreement related to the disposition of the real property commonly known as the Santa Clara Convention Center and its common area parcels.

PASSED AND ADOPTED by the Redevelopment Dissolution Countywide Oversight Board of Santa Clara County in the County of Santa Clara, State of California, on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

TONY ESTREMER
Chair, Redevelopment Dissolution
Countywide Oversight Board of Santa Clara
County

ATTEST:

MEGAN DOYLE
Clerk of the Countywide Oversight Board

APPROVED AS TO FORM AND LEGALITY:

 *FOR CHRISTOPHER R. CHELEDEN*

CHRISTOPHER R. CHELEDEN
Lead Deputy County Counsel

Exhibits:

- 1) Compensation Agreement
- 2) Long Range Property Management Plan
- 3) Settlement Agreement

2227543

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this “Agreement”) is made and entered into as of _____, 2020 (the “Effective Date”), by and among the Successor Agency to the Redevelopment Agency of the City of Santa Clara, a public entity established under Health and Safety Code section 34173 (the “Successor Agency”); the City of Santa Clara, a California Charter City and municipal corporation (“City”); Santa Clara Parking District No. 122; and Santa Clara Bridge District No. 01 (collectively the “City Parties”); and each of the undersigned local agencies and school districts, each a taxing entity as defined by Health and Safety Code section 34171(k) (the “Taxing Entities”); with the consent of the Redevelopment Dissolution Countywide Oversight Board of Santa Clara County, a local entity established under Health and Safety Code section 34179(j) (the “Oversight Board”). The Successor Agency, City, and the Taxing Entities are collectively the “Parties” and each a “Party.”

RECITALS

WHEREAS, Assembly Bill x1 26 (2011), as amended by Assembly Bill 1484 (2012) and Senate Bill 107 (2015) (collectively, the “Dissolution Legislation”) dissolved the former Santa Clara Redevelopment Agency (“RDA”) and designated the Successor Agency to, among other things, dispose of all assets of the RDA at the direction of the Oversight Board; and

WHEREAS, following the Successor Agency’s receipt of a Finding of Completion from the Department of Finance (“DOF”), the Successor Agency prepared a long range property management plan (“LRPMP”) for the disposition and use of the real property assets of the former RDA; and

WHEREAS, the previously existing Oversight Board to the Successor Agency of the Redevelopment Agency of the City of Santa Clara and the DOF have approved the LRPMP pursuant to Health and Safety Code section 34191.4(a); and

WHEREAS, generally the LRPMP directs the Successor Agency to sell the properties subject to the LRPMP expeditiously and for maximum value pursuant to Health and Safety Code Section 34181(a); and

WHEREAS, the City is the current fee owner of real properties known as the Santa Clara Convention Center and its common area parcels (APN 104-55-017, APN 104-55-016 and APN 104-43-025) (collectively the “Convention Center Complex”) located within the boundaries of the City within the County of Santa Clara as more particularly described in Exhibit A attached hereto and incorporated by reference herein; and

WHEREAS, pursuant to that certain Settlement Agreement between the City, the Successor Agency, the County of Santa Clara (“County”), the Santa Clara County Auditor-Controller (“Auditor-Controller”), the Santa Clara Unified School District (“SCUSD”), and the Santa Clara County Office of Education (“SCCOE”), dated January 11, 2016 (the “Settlement Agreement”), the City is obligated to convey the Convention Center Complex to the Successor Agency consistent with the Dissolution Legislation and Settlement Agreement; and

WHEREAS, the LRPMP provides that once the Convention Center Complex has been conveyed back to the Successor Agency, the Successor Agency shall convey the Convention Center Complex back to the City so long as the City, the Successor Agency, and the Taxing

Entities enter into a compensation agreement to provide compensation to the Taxing Entities relating to the Convention Center Complex and impose certain restrictions on the City's ownership of the Convention Center Complex; and

WHEREAS, in accordance with the LRPMP, the Parties desire to enter into this Agreement under the terms and conditions provided herein.

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

AGREEMENT

1. **CONDITIONS, COVENANTS & RESTRICTIONS ("CC&R's").** The City Parties agree to record Conditions, Covenants & Restrictions ("CC&Rs") running with the land in the form attached hereto as Exhibit B on the Convention Center Complex, the Hyatt Hotel Property (APNs 104-55-012 and 104-55-005) ("Hyatt") and the Techmart Property (APN 104-55-013) ("Techmart") prior to the Successor Agency conveying the Convention Center Complex to the City pursuant to Section 3 and the sales of the Hyatt and Techmart properties pursuant to the LRPMP.

2. **TRANSFER OF CONVENTION CENTER COMPLEX FROM CITY TO SUCCESSOR AGENCY.** The City shall transfer the Convention Center Complex to the Successor Agency by quitclaim deed in the form attached hereto as Exhibit C within fifteen (15) calendar days of the Effective Date of this Agreement. At such time as the City transfers the Convention Center Complex to the Successor Agency, the County shall record a release of the liens pendens currently recorded on the Convention Center Complex.

3. **TRANSFER OF CONVENTION CENTER COMPLEX FROM SUCCESSOR AGENCY TO CITY.** Immediately after conveyance of the Convention Center Complex to the Successor Agency pursuant to Section 2 above, the Successor Agency shall convey the Convention Center Complex to the City by quitclaim deed in the form attached hereto as Exhibit D.

4. **COMPENSATION.** In exchange for the City's purchase of the Convention Center Complex, the City shall pay the affected taxing entities \$15 million. The City will receive a credit toward the purchase price for not taking its share of the subsequent distribution of the sales proceeds, thereby reducing the amount owed to \$13,540,768. Consistent with the Settlement Agreement, the City shall receive the following additional credits toward the purchase price: (1) \$5,682,287 in recognition of the City Parties' waiver of any rights to place previously re-entered agreements on a future Recognized Obligation Payment Schedule ("ROPS"); and (2) \$3,750,086 in recognition of the City Parties' waiver of any right to seek to use a portion of 2011 bond issuance proceeds for City purposes. The City shall make a cash payment to the Successor Agency for the remaining amount necessary to complete the purchase of the Convention Center Complex of \$4,108,395. This amount shall be remitted to the Successor Agency at such time as the Successor Agency conveys the Convention Center complex to the City pursuant to Section 3 above. The Successor Agency shall remit this amount to the Auditor-Controller for distribution to the affected taxing entities. The Auditor-Controller shall distribute any payment received pursuant to this Section 4 among the Taxing Entities in proportion to their shares of the base property tax in effect on the date of distribution pursuant to

Health and Safety Code Section 34188 (exclusive of the shares that would otherwise go to the City or the City's parking district and bridge district).

5. INDEMNIFICATION AND LIMITATION OF LIABILITY.

- a. Liability of Taxing Entities. The Taxing Entities shall not be liable to the City Parties for any act or omission related to this Agreement or any liabilities, actions, causes of action, demands, rights, claims, costs, losses, injuries, damages, recoveries, settlements, compensation, attorneys' fees, consultant fees, expert fees, and expenses (collectively, "Claims") related to the Convention Center Complex, and the City Parties hereby waive and discharge all Claims against the Taxing Entities, including but not limited to Claims resulting from or in any way in connection with or incidental to the transfer of title of the Convention Center Complex to the City. City further hereby waives, releases, acquits, and forever discharges Successor Agency and Taxing Entities, and Successor Agency's and Taxing Entities' agents, directors, officers, and employees to the maximum extent permitted by law, of and from any and all 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 the 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, (i) any patent or latent defects or deficiencies with respect to the Property, and (ii) 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, directly or indirectly, against Successor Agency or Successor Agency's agents, directors, officers, and employees in connection with the Property; provided, however, that Successor Agency or Successor Agency's agents, directors, officers, and employees shall not be released from any claim involving fraud, intentional misrepresentation or concealment of Successor Agency or Successor Agency's agents, directors, officers, and employees or Claims that arise from the gross negligence or willful misconduct acts or omissions of the Successor Agency or Successor Agency's agents, directors, officers, and employees.

As Is Condition of Property. City acknowledges and agrees that except as expressly set forth in this Agreement, the Parties are not making any representations or warranties regarding the Property, whether express or implied. City takes the Property "AS-IS" "WHERE IS" AND "WITH ALL FAULTS" and no patent or latent defect or deficiency in the condition of the Property whether or not known or discovered, shall affect the rights of either of the Parties. In the City's discretion, City shall examine the legal, environmental, land use, seismic, title, survey, and physical characteristics and condition of the Property. By

accepting this dedication, City shall be deemed to have approved of all such characteristics and condition of the Property.

IN CONNECTION THEREWITH, CITY EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES THAT:

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;

- b. THE COVENANTS SET FORTH IN THIS SECTION SHALL SURVIVE CLOSE OF ESCROW.

c. Indemnity. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but instead the Parties agree that pursuant to Government Code section 895.4, each of the Parties shall fully indemnify and hold each of the other Parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement. No Party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Parties under this Agreement. This Section shall survive any termination of the Agreement.

6. MISCELLANEOUS PROVISIONS.

a. Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

b. Third Party Beneficiaries. The Parties intend that the rights, obligations and covenants in this Agreement shall be enforceable by the Parties and there shall be no third party beneficiaries of this Agreement other than the lessees and the future owners of Hyatt and Techmart properties who shall be third party beneficiaries solely with respect to the requirements related to the CC&R's.

c. No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

d. Notices. All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed as specified in each Party's signature block.

e. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

f. Time is of the Essence. Time is of the essence of each and all of the agreements, covenants, and conditions of this Agreement.

g. Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

h. Integration. This instrument constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written; provided, however, that this agreement is intended to effectuate provisions of the Settlement Agreement and should be interpreted consistent therewith.

i. Amendment. This Agreement may be modified only in writing and only if signed by the Taxing Entities and the City at the time of the modification. Following the execution of this Agreement, the Oversight Board or Successor Agency's consent shall not be required for any modification of the Agreement.

j. 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.

k. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SUCCESSOR AGENCY

By: _____

Name: Deanna Santana

Title: Executive Director

1500 Warburton Avenue

Santa Clara, CA 95050

Attn: Agency Clerk

Date: _____

APPROVED AS TO FORM

By: _____

Name: Brian Doyle

Title: Agency General Counsel

CITY OF SANTA CLARA

By: _____

Name: Deanna Santana

Title: City Manager

Address: 1500 Warburton Avenue

Santa Clara, CA 94041

Attn: City Clerk

Date: _____

APPROVED AS TO FORM

By: _____

Name: Brian Doyle

Title: City Attorney

SANTA CLARA PARKING DISTRICT NO 122

By: _____

Name: Deanna Santana

Title: City Manager

Address: 1500 Warburton Avenue

Santa Clara, CA 94041

Attn: City Clerk

Date: _____

APPROVED AS TO FORM

By: _____

Name: Brian Doyle

Title: City Attorney

SANTA CLARA BRIDGE DISTRICT NO 01

By: _____

Name: Deanna Santana

Title: City Manager

Address: 1500 Warburton Avenue

Santa Clara, CA 94041

Attn: City Clerk

Date: _____

APPROVED AS TO FORM

By: _____

Name: Brian Doyle

Title: City Attorney

**SANTA CLARA COUNTY
AUDITOR-CONTROLLER**

By: _____

Name:

Title: Finance Director

Address: 70 W. Hedding Street,

East Wing, 2nd Floor

San Jose, CA 95110

Date: _____

CONSENT OF OVERSIGHT BOARD

By: _____

Name:

Title: Chair

Date: _____

TAXING ENTITIES

COUNTY OF SANTA CLARA

By: _____

Name: Cindy Chavez

Title: President, Board of Supervisors

Address: 70 W. Hedding Street,
East Wing, 2nd Floor
San Jose, CA 95110
Attn: Clerk of the Board

Date: _____

Approved as to Form and Legality

By: _____

Name: Christopher R. Cheleden

Title: Lead Deputy County Counsel

CITY OF SANTA CLARA

By: _____

Name: Deanna Santana

Title: City Manager

Address: 1500 Warburton Avenue
Santa Clara, CA 94041

Attn: City Clerk

Date: _____

Approved as to Form

By: _____

Name: Brian Doyle

Title: City Attorney

SANTA CLARA UNIFIED SCHOOL DISTRICT

By: _____

Name:

Title:

Address:

Date: _____

WEST VALLEY-MISSION COMMUNITY COLLEGE

By: _____

Name:

Title:

Address:

Date: _____

SANTA CLARA COUNTY OFFICE OF EDUCATION

By: _____

Name:

Title:

Address:

Date: _____

SANTA CLARA VALLEY WATER DISTRICT

By: _____

Name: Nai Hsueh

Title: Chair, Board of Directors

Address: 5750 Almaden Expressway, San Jose, CA 95118

Date: 09/22/2020

EL CAMINO HOSPITAL DISTRICT

By: _____

Name:

Title:

Address:

Date: _____

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

By: _____

Name:

Title:

Address:

Date: _____

EXHIBIT A
LEGAL DESCRIPTION
APN: 104-44-016 (PARCEL 3)

BEGINNING AT THE MOST NORTHERLY POINT OF ADJUSTED PARCEL 4, AS DESCRIBED IN THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT RECORDED AS DOCUMENT NO. [14106143](#), SANTA CLARA COUNTY RECORDS, SAID POINT BEING .THE INTERSECTION OF THE EASTERLY LINE OF GREAT AMERICA PARKWAY WITH THE SOUTHERLY LINE OF SAN TOMAS AQUINO CHANNEL; THENCE, FROM SAID POINT OF BEGINNING, SOUTHERLY ALONG SAID EASTERLY LINE OF GREAT AMERICA PARKWAY, SOUTH 01° 05' 37" WEST, 151.95 FEET; THENCE, SOUTH 00° 00' 34" EAST, 77.78 FEET; THENCE, ALONG AN ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 42 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC LENGTH OF 65.97 FEET; THENCE, SOUTH 00° 00' 34" EAST, 56.00 FEET; THENCE, FROM A TANGENT BEARING SOUTH 89° 59' 26" WEST, ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 42 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC LENGTH OF 65.97 FEET; THENCE, SOUTH 00° 00' 34" EAST, 284.18 FEET; THENCE, ALONG AN ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 42 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC LENGTH OF 65.97 FEET; THENCE, SOUTH 00° 00' 34" EAST, 84.00 FEET; THENCE, FROM A TANGENT BEARING SOUTH 89° 59' 26" WEST, ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 42 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC LENGTH OF 65.97 FEET; THENCE, SOUTH 00° 00' 34" EAST, 367.19 FEET; THENCE, ALONG AN ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 42 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC LENGTH OF 65.97 FEET; THENCE, SOUTH 00° 00' 34" EAST, 56.00 FEET; THENCE, FROM A TANGENT BEARING SOUTH 89° 59' 26" WEST, ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 42 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC LENGTH OF 65.97 FEET; THENCE, SOUTH 00° 00' 34" EAST, 137.26 FEET; THENCE, NORTH 89° 59' 26" EAST, 2.00 FEET; THENCE, ALONG AN ARC OF A CURVE TO THE LEFT WITH A RADIAL, BEARING OF SOUTH 89° 59' 26" WEST, HAVING A RADIUS OF 40 FEET; THROUGH A CENTRAL ANGLE OF 90° 18' 00", AND AN ARC LENGTH OF 63.05 FEET TO A POINT ON THE NORTHERLY LINE OF TASMAN DRIVE; THENCE, EASTERLY ALONG SAID NORTHERLY LINE OF TASMAN DRIVE, NORTH 89° 40' 40" EAST, 346.31 FEET; THENCE, NORTH 77° 44' 15" EAST, 40.58 FEET; THENCE, ALONG AN ARC OF A CURVE TO THE LEFT WITH A RADIAL BEARING OF SOUTH 1° 27' 56" EAST, HAVING A RADIUS 1,990 FEET, THROUGH A CENTRAL ANGLE OF 3° 46' 32", AND AN LENGTH OF 131.13 FEET; THENCE, ALONG AN ARC OF A CURVE TO THE LEFT WITH A RADIAL BEARING OF SOUTH 5° 14' 29" EAST, HAVING A RADIUS OF 40 FEET, THROUGH A CENTRAL ANGLE OF 88° 23' 48" AND AN ARC LENGTH OF 61.71 FEET; THENCE, NORTH 3° 38' 18" WEST, 1.00 FEET; THENCE, NORTH 86° 21' 42" EAST, 100.00 FEET; THENCE, SOUTH 3° 38' 18" EAST, 2.69 FEET; THENCE, ALONG AN ARC OF A CURVE TO THE LEFT WITH A RADIAL BEARING OF SOUTH 86° 21' 26" WEST, HAVING A RADIUS OF 40 FEET, THROUGH A CENTRAL ANGLE OF 92° 01' 08", AND ARC LENGTH OF 84.24 FEET; THENCE, NORTH 84° 19' 49" EAST, 113.85 FEET; THENCE, NORTH 84° 19' 47" EAST, 167.94 FEET; THENCE, ALONG AN ARC OF A CURVE TO THE LEFT WITH A RADIAL, BEARING OF SOUTH 5° 39' 53" EAST, HAVING A RADIUS OF 1,590 FEET, THROUGH A CENTRAL ANGLE OF 9° 21' 39", AND ARC LENGTH OF 259.77 FEET; THENCE, ALONG AN ARC OF A CURVE TO THE LEFT WITH A RADIAL BEARING OF SOUTH 8° 23' 06" EAST, HAVING A RADIUS OF 10.03 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC LENGTH OF 15.76 FEET; THENCE, NORTH 71° 40' 23" EAST, 55.01 FEET; THENCE, ALONG AN ARC OF A CURVE TO THE LEFT WITH A RADIAL BEARING OF SOUTH 76° 03' 36" WEST, HAVING A RADIUS OF 10 FEET, THROUGH A CENTRAL ANGLE OF 79° 59' 29", AND ARC LENGTH OF 13.96 FEET; THENCE, NORTH 72° 45' 45" EAST, 2.13 FEET; THENCE, NORTH 32° 35' 28" WEST, 960.71 FEET; THENCE, ALONG AN ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 456.10 FEET, THROUGH A CENTRAL ANGLE OF 25° 12' 16", AND AN ARC LENGTH OF 200.64 FEET; THENCE, NORTH 57° 47' 44" WEST, 811.35 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ADJUSTED PARCELS 1 & 2 AS DESCRIBED IN SAID NOTICE OF LOT LINE ADJUSTMENT RECORDED ON MARCH 24, 1998, AS DOCUMENT NO. [14106143](#), SANTA CLARA COUNTY RECORDS, AND ADJUSTED PARCEL 3, DESCRIBED AS FOLLOWS:

APN: 104-44-016 (PARCEL 3) CONT.

ADJUSTED PARCEL 3:

COMMENCING AT A CITY OF SANTA CLARA BRASS PIN MONUMENT AT THE INTERSECTION OF TASMAN DRIVE AND GREAT AMERICA PARKWAY, AS SHOWN ON THAT CERTAIN AMENDED PARCEL MAP RECORDED IN [BOOK 581 OF MAPS, PAGES 9](#) THRU 11, SANTA CLARA COUNTY RECORDS; THENCE, FROM SAID POINT OF COMMENCEMENT, NORTH 43° 02' 17" EAST, 393.12 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE, FROM SAID TRUE POINT OF BEGINNING, NORTH 44° 59' 26" EAST, 193.07 FEET; THENCE, NORTH 00° 00' 34" EAST, 7.47 FEET; THENCE, NORTH 89° 59' 26" EAST, 16.78 FEET; THENCE, NORTH 44° 58' 16" EAST, 19.63; THENCE, NORTH 00° 00' 34" WEST, 11.89 FEET; THENCE, NORTH 44° 59' 26" EAST, 1.72 FEET; THENCE, NORTH 44° 59' 26" EAST, 119.99 FEET; THENCE, SOUTH 89° 59' 26" WEST, 18.50 FEET; THENCE, NORTH 00° 00' 34" WEST, 14.15 FEET; THENCE, NORTH 89° 59' 26" EAST, 46.79 FEET; THENCE, NORTH 45° 00' 34" WEST, 6.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 16.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 18.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 20.00 FEET; THENCE, SOUTH, 45° 00' 34" EAST, 17.17 FEET; THENCE, NORTH 89° 59' 26" EAST, 13.31 FEET; THENCE, NORTH 00° 00' 34" WEST, 18.00 FEET; THENCE NORTH 44° 59' 26" EAST, 8.49 FEET; THENCE, NORTH 89° 59' 26" EAST, 151.35 FEET; THENCE, SOUTH 45° 00' 34" EAST, 7.42 FEET; THENCE, NORTH 89° 59' 26" EAST, 8.00 FEET; THENCE, NORTH 00° 00' 34" WEST, 1.31 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.67 FEET; THENCE, SOUTH

00° 00' 34" EAST, 6.50 FEET; THENCE, SOUTH 45° 00' 34" EAST, 14.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 6.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 48.50 FEET; THENCE, NORTH 44° 59' 26" EAST, 66.77 FEET; THENCE, NORTH 89° 59' 26" EAST, 63.97 FEET; THENCE, SOUTH 45° 00' 34" EAST, 14.77 FEET; THENCE, NORTH 89° 59' 26" EAST, 30.41 FEET; THENCE, SOUTH 45° 00' 34" EAST, 8.78 FEET; THENCE, NORTH 89° 59' 26" EAST, 32.33 FEET; THENCE, SOUTH 00° 00' 34" EAST, 6.17 FEET; THENCE, SOUTH 45° 00' 34" EAST, 4.00 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, SOUTH 45° 00' 34" EAST, 20.00 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 28.28 FEET; THENCE, SOUTH 00° 00' 34" EAST, 28.28 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, SOUTH 45° 00' 34" EAST 18.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 82.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 180.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH 00° 00' 34" EAST, 13.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 20.00 FEET; THENCE, SOUTH 89° 59' 26" WEST, 40.00 FEET; THENCE, SOUTH 00° 00' 34" EAST, 7.00 FEET; THENCE, SOUTH 87° 46' 25" WEST, 97.70 FEET; THENCE, NORTH 80° 00' 34" WEST, 18.00 FEET;

APN: 104-44-016 (PARCEL 3) CONT.

THENCE, SOUTH 09° 59' 26" WEST, 5.00 FEET; THENCE, NORTH 80° 00' 34" WEST, 74.00 FEET;
THENCE NORTH 44° 59' 26" EAST, 11.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 7.00 FEET;
THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH 89° 59' 26" WEST, 14.14 FEET;
THENCE, NORTH 45° 00' 34" WEST, 120.00 FEET; THENCE, NORTH 00° 00' 34" WEST, 14.14 FEET;
THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH 89° 59' 26" WEST, 27.81 FEET;
THENCE SOUTH 44° 59' 26" WEST, 4.33 FEET; THENCE, SOUTH 44° 59' 26" WEST, 20.00 FEET;
THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 9.67 FEET;
THENCE, SOUTH 45° 00' 34" EAST, 6.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 16.33 FEET;
THENCE, NORTH 45° 00' 34" WEST, 26.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 14.00 FEET;
THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET THENCE, SOUTH 44° 59' 26" WEST, 9.67 FEET;
THENCE, SOUTH 45° 00' 34" EAST, 6.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 16.33 FEET;
THENCE, NORTH 45° 00' 34" WEST, 26.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 14.00 FEET;
THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH, 44° 59' 26" WEST, 9.67 FEET;
THENCE, SOUTH, 45° 00' 34" EAST, 6.00 FEET; THENCE, SOUTH, 44° 59' 26" WEST, 16.33 FEET;
THENCE, NORTH 45° 00' 34" WEST, 26.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 6.00 FEET;
THENCE, NORTH 45° 00' 34" WEST, 4.33 FEET; THENCE, SOUTH, 89° 59' 26" WEST, 28.28 FEET;
THENCE, SOUTH 44° 59' 26" WEST, 20.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 11.85 FEET;
THENCE, SOUTH 44° 59' 26" WEST, 210.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 200.00 FEET TO
THE TRUE POINT OF BEGINNING.

BEING THE LAND DESCRIBED AS ADJUSTED PARCEL FOUR IN THE NOTICE OF LOT LINE ADJUSTMENT
RECORDED JULY 11, 2006 AS INSTRUMENT NO. [19010185](#)-OF OFFICIAL RECORDS.

APN: 104-55-016

APN: 14-55-017 (PARCEL 4)

COMMENCING AT A CITY OF SANTA CLARA BRASS PIN MONUMENT AT THE INTERSECTION OF TASMAN DRIVE AND GREAT AMERICA PARKWAY, AS SHOWN ON THAT CERTAIN AMENDED PARCEL MAP RECORDED IN [BOOK 581 OF MAPS, PAGES 9](#) THRU 11, SANTA CLARA COUNTY RECORDS;

THENCE FROM SAID POINT OF COMMENCEMENT, NORTH 43° 02' 17" EAST, 393.12 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE, FROM SAID TRUE POINT OF BEGINNING, NORTH 44° 59' 26" EAST, 193.07 FEET; THENCE, NORTH 00° 00' 34" EAST, 7.47 FEET; THENCE, NORTH 89° 59' 26" EAST, 16.78 FEET; THENCE, NORTH 44° 58' 16" EAST, 19.63 FEET; THENCE, NORTH 00° 00' 34" WEST, 11.89 FEET; THENCE, NORTH 44° 59' 26" EAST, 1.72 FEET; THENCE, NORTH 44° 59' 26" EAST, 119.99 FEET; THENCE, SOUTH 89° 59' 26" WEST, 18.50 FEET; THENCE, NORTH 00° 00' 34" WEST, 14.15 FEET; THENCE, NORTH 89° 59' 26" EAST, 46.79 FEET; THENCE, NORTH 45° 00' 34" WEST, 6.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 16.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 18.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 20.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 17.17 FEET; THENCE, NORTH 89° 59' 26" EAST, 13.31 FEET; THENCE, NORTH 00° 00' 34" WEST, 18.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 8.49 FEET; THENCE, NORTH 89° 59' 26" EAST, 151.35 FEET; THENCE, SOUTH 45° 00' 34" EAST, 7.42 FEET; THENCE, NORTH 89° 59' 26" EAST, 8.00 FEET; THENCE, NORTH 00° 00' 34" WEST, 1.31 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.67 FEET; THENCE, SOUTH 00° 00' 34" EAST, 6.50 FEET; THENCE, SOUTH 45° 00' 34" EAST, 14.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 6.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 48.50 FEET; THENCE, NORTH 44° 59' 26" EAST, 66.77 FEET; THENCE, NORTH 89° 59' 26" EAST, 63.97 FEET; THENCE, SOUTH 45° 00' 34" EAST, 14.77 FEET; THENCE, NORTH 89° 59' 26" EAST, 30.41 FEET; THENCE, SOUTH 45° 00' 34" EAST, 8.78 FEET; THENCE, NORTH 89° 59' 26" EAST, 32.33 FEET; THENCE, SOUTH 00° 00' 34" EAST, 6.17 FEET; THENCE, SOUTH 45° 00' 34" EAST, 4.00 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, SOUTH 45° 00' 34" EAST, 18.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 82.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 180.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH 00° 00' 34" EAST, 13.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 20.00 FEET; THENCE, SOUTH 89° 59' 26" WEST, 4.00 FEET; THENCE, SOUTH 00° 00' 34" EAST, 7.00 FEET; THENCE, SOUTH 87° 46' 25" WEST, 97.70 FEET; THENCE, NORTH 80° 00' 34" WEST, 18.00 FEET; THENCE, SOUTH 09° 59' 26" WEST, 5.00 FEET; THENCE, NORTH 80° 00' 34" WEST, 74.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 11.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 7.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH 89° 59' 26" WEST, 14.14 FEET; THENCE, NORTH 45° 00' 34" WEST, 120.00 FEET; THENCE, NORTH 00° 00' 34" WEST, 14.14 FEET; THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH 89° 59' 26" WEST, 27.81 FEET; THENCE, SOUTH 44° 59' 26" WEST, 4.33 FEET; THENCE, SOUTH 44° 59' 26" WEST, 20.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET;

APN: 104-55-017 (PARCEL 4) CONT.

THENCE, SOUTH 44° 59' 26" WEST, 9.67 FEET; THENCE, SOUTH 45° 00' 34" EAST, 6.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 16.33 FEET; THENCE, NORTH 45° 00' 34" WEST, 26.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 14.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 9.67 FEET; THENCE, SOUTH 45° 00' 34" EAST, 6.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 16.33 FEET; THENCE, NORTH 45° 00' 34" WEST, 26.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 14.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 9.67 FEET; THENCE, SOUTH 45° 00' 34" EAST, 6.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 16.33 FEET; THENCE, NORTH 45° 00' 34" WEST, 26.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 6.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 4.33 FEET; THENCE, SOUTH 89° 59' 26" WEST, 28.28 FEET; THENCE, SOUTH 44° 59' 26" WEST, 20.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 11.85 FEET; THENCE, SOUTH 44° 59' 26" WEST, 210.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 200.00 FEET TO THE POINT OF BEGINNING.

BEING THE LAND DESCRIBED AS ADJUSTED PARCEL THREE IN THE NOTICE OF LOT LINE ADJUSTMENT RECORDED JULY 11, 2006 AS INSTRUMENT NO. [19010185](#) OF OFFICIAL RECORDS.

APN: 104-55-017

APN: 104-43-25

TRACT FIVE:

COMMENCING AT THE BRASS PIN MONUMENT LINE INTERSECTION OF GREAT AMERICA PARKWAY AND TASMAN DRIVE AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED OCTOBER 30, 1984 IN [BOOK 535, PAGES 47 AND 48](#), THENCE NORTH 89° 40' 40" EAST ALONG THE MONUMENT LINE OF SAID TASMAN DRIVE, 547.21 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2,865 FEET, THROUGH A CENTRAL ANGLE OF 22° 30' 21", AN ARC DISTANCE OF 1,125.38 FEET; THENCE LEAVING SAID LINE NORTH 31° 31' 50" WEST 64.81 FEET TO A POINT ON THE EASTERLY SIDE LINE OF SAN TOMAS AQUINO CHANNEL; THENCE ALONG SAID EASTERLY LINE NORTH 31° 31' 50" WEST 461.84 FEET; THENCE CONTINUING ALONG SAID SIDELINE NORTH 31° 31' 50" WEST, 148.25 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE LEAVING SAID LINE SOUTH 63° 03' 14" WEST 223.88 FEET, TO THE WESTERLY SIDELINE OF SAID CHANNEL; THENCE ALONG SAID WESTERLY SIDELINES NORTH 32° 35' 28" WEST 240.00 FEET; THENCE LEAVING SAID LINE NORTH 57° 24' 32" EAST 20.00 FEET; THENCE SOUTH 32° 35' 28" EAST 221.88 FEET; THENCE NORTH 63° 03' 14" EAST 204.15 FEET TO THE EASTERLY SIDELINE OF SAID CHANNEL; THENCE ALONG SAID EASTERLY SIDELINE SOUTH 31° 31' 50" EAST 20.06 FEET, TO THE POINT OF BEGINNING.

APN: 104-43-025

APN: 104-55-005 (Tract One Leasehold Interest)

**EXHIBIT B
CC&RS**

[SEPARATELY ATTACHED]

EXHIBIT C
QUITCLAIM DEED FROM CITY TO SUCCESSOR AGENCY

**Recording requested by and when
recorded mail to:**

Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

APN(s):104-55-017, 104-55-016, and
104-43-025

(Space above this line for Recorder's Use)

QUITCLAIM DEED

The CITY OF SANTA CLARA, a municipal corporation of the State of California, hereby REMISES, RELEASES AND FOREVER QUITCLAIMS in favor of the Successor Agency to the Redevelopment Agency of the City of Santa Clara , a public entity established under Health and Safety Code section 34173, any and all right, title, or interest in the real property located in the City of Santa Clara, County of Santa Clara, State of California, described in the attached Exhibit A ("Property"), incorporated by reference to this document.

[Signatures start on the next page]

IN WITNESS WHEREOF, the CITY OF SANTA CLARA has caused this instrument to be executed as of this _____ day of _____, 2020.

CITY OF SANTA CLARA,
a California chartered municipal corporation

DEANNA J. SANTANA
City Manager
City of Santa Clara

APPROVED AS TO FORM:

BRIAN DOYLE
City Attorney
City of Santa Clara

ATTEST: _____
Nora Pimentel, MMC
Assistant City Clerk
City of Santa Clara

ACKNOWLEDGMENT

| |
|--|
| 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 [COUNTY NAME])

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

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

WITNESS my hand and official seal.

Signature _____(Seal)

EXHIBIT D
QUITCLAIM DEED FROM SUCCESSOR AGENCY TO CITY

**Recording requested by and when
recorded mail to:**

Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

APN(s):104-55-017, 104-55-016, and
104-43-025

(Space above this line for Recorder's Use)

QUITCLAIM DEED

The Successor Agency to the Redevelopment Agency of the City of Santa Clara , a public entity established under Health and Safety Code section 34173 hereby REMISES, RELEASES AND FOREVER QUITCLAIMS in favor of the City of Santa Clara any and all right, title, or interest in the real property located in the City of Santa Clara, County of Santa Clara, State of California, described in the attached Exhibit A ("Property"), incorporated by reference to this document.

[Signatures start on the next page]

IN WITNESS WHEREOF, the COUNTY OF SANTA CLARA has caused this instrument to be executed as of this _____ day of _____, 2020.

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF
SANTA CLARA

DEANNA J. SANTANA
City Manager
City of Santa Clara

APPROVED AS TO FORM:

BRIAN DOYLE
City Attorney
City of Santa Clara

ATTEST: _____
Nora Pimentel, MMC
Assistant City Clerk
City of Santa Clara

ACKNOWLEDGMENT

| |
|--|
| 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 [COUNTY NAME])

On [DATE], before me, [NAME AND TITLE OF NOTARY OR OTHER AUTHORIZED OFFICER], personally appeared [NAME], 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)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the "Quitclaim Deed" dated effective as of _____, 2020 from the Successor Agency to the Redevelopment Agency of the City of Santa Clara, a public entity established under Health and Safety Code section 34173, to the City of Santa Clara, a California chartered municipal corporation (the "City") is hereby accepted by the undersigned officer on behalf of the City pursuant to the authority conferred by Resolution No. _____ of the City Council of the City adopted on _____, 2020, and the City consents to recordation thereof by its duly authorized officer.

Dated: _____, 2020

CITY OF SANTA CLARA,
a California chartered municipal corporation

DEANNA J. SANTANA
City Manager
City of Santa Clara

APPROVED AS TO FORM:

BRIAN DOYLE
City Attorney
City of Santa Clara

ATTEST: _____
Nora Pimentel, MMC
Assistant City Clerk
City of Santa Clara

RESOLUTION NO. 2015 - 08 (OVERSIGHT BOARD)

**A RESOLUTION OF THE OVERSIGHT BOARD OF THE
SUCCESSOR AGENCY OF THE REDEVELOPMENT
AGENCY OF THE CITY OF SANTA CLARA, APPROVING A
LONG-RANGE PROPERTY MANAGEMENT PLAN
PURSUANT TO HEALTH AND SAFETY CODE SECTION
34191.5**

WHEREAS, pursuant to ABx1 26 enacted in June 2011 (as amended by AB 1484 enacted in June 2012, the "Dissolution Law"), the Santa Clara Redevelopment Agency (the "Dissolved RDA") was dissolved as of February 1, 2012, and the City of Santa Clara, acting in a separate limited capacity and known as the Successor Agency of the Santa Clara Redevelopment Agency, has elected to serve as the successor agency (the "Successor Agency") of the Dissolved RDA;

WHEREAS, pursuant to Health and Safety Code Section 34173(g), as added by the Dissolution Law, the Successor Agency is a separate legal entity from the City of Santa Clara (the "City");

WHEREAS, an oversight board for the Successor Agency (the "Oversight Board") has been established and is functioning in accordance with Health and Safety Code Section 34179;

WHEREAS, the Successor Agency is charged with paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the Dissolved RDA;

WHEREAS, the Dissolved RDA acquired certain properties (the "Properties") for redevelopment with uses consistent with, and for projects identified in, the Redevelopment Plan;

WHEREAS, the Successor Agency received a "Finding of Completion" from the California Department of Finance (the "DOF") pursuant to Health and Safety Code Section 34179.7, confirming that the Successor Agency has made specified required payments under the Dissolution Law;

WHEREAS, pursuant to Health and Safety Code Section 34191.5(b), the Successor Agency must prepare and submit a Long-Range Property Management Plan (the "LRPMP") to the Oversight Board and the Department of Finance for approval no later than December 31, 2015;

Oversight Board Resolution/Long Range Property Management Plan

WHEREAS, in accordance with Health and Safety Code Section 34191.5, the Successor Agency has prepared an LRPMP, a copy of which is on file with the Successor Agency Secretary;

WHEREAS, the LRPMP provides for the disposition and use of the Properties in a manner consistent with and to implement projects identified in the Redevelopment Plan;

WHEREAS, because of such proposed disposition and use, the LRPMP further calls for the transfer of the properties identified as the Convention Center properties in the LRPMP to the City pursuant to a compensation agreement in accordance with the LRPMP, upon approval of the LRPMP by the Oversight Board and the DOF, all as authorized by Health and Safety Code Section 34191.5(c)(2)(A);

WHEREAS, in accordance with Health and Safety Code Section 34181(a) and the LRPMP, certain Properties acquired by the Dissolved RDA were acquired for governmental purposes, in particular the Martinson Day care Center property ("Governmental Use Properties");

WHEREAS, in accordance with Health and Safety Code Section 34181(a) the LRPMP calls for the transfer of the Governmental Use Properties to the Santa Clara Unified School District for continued use for governmental purposes;

WHEREAS, in accordance with Health and Safety Code Section 34191.5, the LRPMP calls for the disposition of certain properties that were acquired by the Dissolved RDA for redevelopment purposes with the net proceeds of the sale, after payment of the costs of sale, to be used first to pay enforceable obligations of the Successor Agency and only after such enforceable obligations are fully repaid, for the distribution of the remaining sales proceeds to the taxing entities in accordance with Health and Safety Code Section 34183;

WHEREAS, the Successor Agency has determined that the approval of the LRPMP is exempt from the California Environmental Quality Act pursuant to Section 15061(B)(3) which exempts projects

under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and the Successor Agency has determined with certainty that there is no possibility that the adoption of the LRPMP will have a significant effect on the environment; and,

WHEREAS, the staff report (the "Staff Report") accompanying this Resolution contains additional information and analysis upon which the findings and actions set forth in this Resolution are based.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY FOR THE CITY OF SANTA CLARA REDVELOPMENT AGENCY AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct, and together with the Staff Report and other information provided by the Successor Agency staff and the public, form the basis for the findings and actions set forth in this Resolution.

SECTION 2. The Oversight Board Designated Contact Official or his or her designee, is hereby authorized and directed to file appropriate notice with respect to this Resolution and the actions set forth in this Resolution in accordance with the applicable provisions of CEQA.

SECTION 3. The Oversight Board hereby approves the LRPMP in the form attached hereto.

SECTION 4. The Oversight Board hereby directs the Successor Agency to transfer the Governmental Use Properties to the Santa Clara Unified School District in accordance with the LRPMP upon approval of the LRPMP by the DOF.

SECTION 5. The Oversight Board hereby directs the Successor Agency to transfer the Convention Center properties to the City upon execution of a compensation agreement with the taxing entities in accordance with Health and Safety Code Section 34180(f).

SECTION 6. The Oversight Board hereby directs the Successor Agency to begin the process of disposition of the properties designated for disposition in the LRPMP as soon as practicable after approval of the LRPMP by the Department of Finance.

SECTION 7. The Oversight Board hereby directs its Designated Contact Official, or the Designated Contact Official's designee, to provide written notice and information about this Resolution to the California Department of Finance in accordance with Health and Safety Code Section 34179(h). The actions set forth in this Resolution shall be subject to effectiveness in accordance with Health and Safety Code 34179(h).


SECTION 8. Effective date. This resolution shall take effect at the time and in the manner prescribed in Health and Safety Code Section 34179(h).

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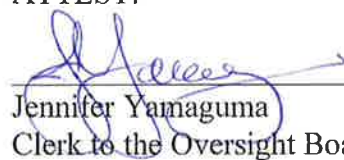
I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A SPECIAL MEETING THEREOF HELD ON THE 18th DAY OF DECEMBER, 2015, BY THE FOLLOWING VOTE:

| | | |
|------------|----------------|---|
| AYES: | BOARD MEMBERS: | Ameling, Cauble, Guthrie, Matthews and Chairperson Gage |
| NOES: | BOARD MEMBERS: | None |
| ABSENT: | BOARD MEMBERS: | Maduli and Zaderey |
| ABSTAINED: | BOARD MEMBERS: | None |

APPROVE:


Donald Gage
Chairperson

ATTEST:


Jennifer Yamaguma
Clerk to the Oversight Board

Attachments incorporated by reference:
Exhibit A – Long Range Property Management Plan

**LONG-RANGE PROPERTY MANAGEMENT PLAN
(Pursuant to Health and Safety Code Section 34191.5)**

Santa Clara Successor Agency

December 18, 2015

Introduction

Procedural Background

The Redevelopment Agency of the City of Santa Clara (the "Former RDA") was dissolved on February 1, 2012, pursuant to ABx1 26 (as amended by AB 1484 and SB 107, the "Redevelopment Dissolution Statutes"). The Redevelopment Dissolution Statutes govern the dissolution of the Former RDA, which includes the disposition of its former real property including housing assets, governmental use properties and other real property assets of the Former RDA.

Under Health and Safety Code Section 34191.5(b), upon receipt of the finding of completion, the Successor Agency to the Redevelopment Agency of the City of Santa Clara (the "Successor Agency"), successor in interest of the Former RDA under Health and Safety Code Section 34173, shall prepare a Long-Range Property Management Plan (the "LRPMP") in connection with the disposition of the real property assets of the Former RDA (excluding "housing assets" as defined in Health and Safety Code Section 34176 and separately transferred). The Successor Agency must submit the LRPMP to its Oversight Board and the State Department of Finance (the "DOF"), no later than six months following the issuance by the DOF of the Finding of Completion.

In order to obtain a "finding of completion" the Successor Agency has made a series of required payments in accordance with the Redevelopment Dissolution Statutes. This document constitutes the Long-Range Property Management Plan prepared in accordance with Health and Safety Code Section 34191.5.

This LRPMP was approved by the Successor Agency's Oversight Board and approved by DOF in accordance with Health and Safety Code Section 34191.5(b).

Organization of LRPMP

Part I of this LRPMP sets forth the parameters that will govern the disposition and use of the Properties (defined in Part II below) prescribed under this LRPMP.

In accordance with Health and Safety Code Section 34191.5(c), Part II of this LRPMP contains summary sheets for each of the Properties setting forth the inventory information required under Health and Safety Code Section 34191.5(c)(1) and summarizing the directed designated use and disposition for each of the Properties.

Accompanying this LRPMP is the information checklist required by the DOF ([Appendix A](#)) and the DOF Tracking Worksheet ([Appendix B](#)).

Part I: Parameters for Transfers Pursuant to LRPMP

This Part I sets forth the parameters that will govern the disposition and use of the Properties prescribed in Part II of this LRPMP.

The Successor Agency is now responsible for disposition of the Properties in accordance with the procedures and requirements of Redevelopment Dissolution Statutes, with particular reference to Health and Safety Code Sections 34191.1, 34191.3, 34191.4(a), and 34191.5.

Property Uses/Disposition. Health and Safety Code Section 34191.5 authorizes four categories for disposition of a successor agency's property, as summarized in Table 1, below:

Table 1: Permitted Uses/Disposition of Successor Agency Real Property Under a LRPMP (Health and Safety Code Section 34191.5)

| Plan Category | Use/Disposition Purpose of Property | Property Transferee |
|-------------------------------------|---|---|
| Enforceable Obligation | Use Consistent with Enforceable Obligation Terms | Designated Enforceable Obligation Recipient |
| Governmental | Governmental Use in Accordance with Section 34181(a) | Appropriate Public Jurisdiction |
| Approved Redevelopment Plan Project | Direct Use, or Liquidation and Use of Proceeds, for Project Identified in Approved Redevelopment Plan, pursuant to a compensation agreement with the taxing entities. | Host Community (City of Santa Clara) |
| Other Liquidation | Distribution of Sale Proceeds as Property Taxes to Affected Taxing Entities | Approved Purchaser |

Part II of this LRPMP contains the proposed designated use and disposition for each of the Properties.

Governmental Use. One of the Properties is directed under this LRPMP to be transferred to a public agency for a governmental use. Governmental use properties will be transferred to the appropriate public agency for no consideration.

Liquidation. Most of the Properties are directed under this LRPMP are to be liquidated by the Successor Agency. The intent of this LRPMP is to maximize the value of all Properties directed for liquidation to the affected taxing entities. Notwithstanding any other provision of this LRPMP, the Oversight Board shall retain flexibility to ensure the maximization of value in accordance with Health and Safety Code section 34181(a) and to take appropriate steps, consistent with its fiduciary duty to the affected taxing entities, to maximize such value.

The Successor Agency has obtained appraisals of all of the properties that are designated for liquidation. Most of the Properties designated for liquidation are encumbered with long term ground leases. The improvements on the Properties encumbered with ground leases are owned by the lessee. Prior to marketing some of the Properties, including the Properties located in the Convention Center Complex and the Great America Theme Park, the Successor Agency and the

City will need to work with leaseholders to address long term access, parking and easements rights.

In order to maximize the sales proceeds from the Properties while minimizing costs of sales, the Successor Agency intends to market the properties through an open solicitation process that will include soliciting the holders of the leasehold interests encumbering the Properties as well as other parties. The Successor Agency will post information about the Properties on a website, advertise the properties in commercial listing services as well as direct solicitation of brokers, developers and adjacent property owners. The Successor Agency may, at the direction of the Oversight Board engage real estate brokerage firms to sell individual properties. Solicitation materials will include a deadline for submittals of bids as well as a purchase and sale agreement that must be signed by the bidder in order for any bid to be deemed complete. The solicitation period will be no less than 90 days.

Bids will be evaluated by an Evaluation Team consisting of a representative of the City of Santa Clara and two from other taxing entities, all of which will be chosen and approved by the Oversight Board. It is highly desirable for the members of the Evaluation Team to have experience with commercial real estate transactions. The Evaluation Team may seek advice from real estate professionals such as a real estate economist, appraiser or broker. The Successor Agency and the Evaluation Team will initially review all bids to determine completeness of the bids and the highest bidder. The Successor Agency and the Evaluation Team will present all bids and their recommendation of the successful bidder to the Oversight Board. If none of the bids are accepted by the Oversight Board, the Oversight Board may direct an additional solicitation or alternative disposition strategies to maximize value, after which, if applicable, the Oversight Board will be presented with all bids from either the first or second solicitation along with the recommendation of the Evaluation Team.

All the bids with the recommended bid and Purchase and Sale Agreement shall be forwarded to the Oversight Board for approval. If the Oversight Board approves the bid, the Successor Agency will execute the approved purchase and sale agreement and take all steps necessary to proceed with the close of escrow and transfer of the Property. The Oversight Board approval of a bid does not require further approval of the Department of Finance. (Health and Safety Code Section 34191.5) The proceeds of the sale minus the documented costs to the Successor Agency for transferring the property, including broker fees, and appraisal costs, but not staff time, will be retained to fulfill enforceable obligations on approved recognized obligation payment schedules or for distribution as property tax to the affected taxing entities, in accordance with the terms of Health and Safety Code Section 34191.5(c)(2)(B).

Part II: LRPMP Property Information Inventory and Proposed Uses

The properties that transferred to the ownership of the Successor Agency in connection with the Former RDA's dissolution that were not housing assets disposed of pursuant to Health and Safety Code Section 34176, consists of the Former RDA properties listed in Table below (herein collectively referred to as the "Properties").

Table 2 below summarizes the designated use and disposition for the Properties under Health and Safety Code Section 34191.5(c)(2).

Table 2: Summary of LRPMP List of Properties and Designated Use/Disposition

| | Site Description | APN(s) | Interests Affected | Recommended Disposition |
|----|--|--|--|--|
| 1. | Gateway Property Parcel #2 | 104-01-100 | Fee Simple, Subject to Ground Lease | Liquidation |
| 2. | Santa Clara Convention Center, 5001 Great America Parkway | 104-55-016, 104-55- 017; 104-43-025 | Fee Simple title of land. | Transfer to the City pursuant to Compensation Agreement/ Settlement Agreement |
| 3. | Techmart Meeting Center & Office Complex, 5201 Great America Parkway | 104-55-013 | Fee Simple, Subject to Ground Lease | Liquidation |
| 4. | Hyatt Regency Santa Clara, 5105 Great America Parkway | 104-55-005, 104-55- 012 | Fee Simple, Subject to Ground Lease | Liquidation |
| 5. | Hilton Santa Clara, 4949 Great America Parkway | 104-43-054 (old APN 104-43-042) | Fee Simple, Subject to Ground Lease | Liquidation |

| | Site Description | APN(s) | Interests Affected | Recommended Disposition |
|----|---|----------------------------|--|--------------------------------|
| 6. | Great America Theme Park, 4701 Great America Parkway | 104-42-014, 104-42- 019 | Fee Simple, Subject to Ground Lease With Limited Right of First Refusal | Liquidation |
| 7. | North/South Lot (adjacent to the Hilton Hotel) | 104-43-051 | Fee Simple, Subject to Ground Lease | Liquidation |
| 8. | Martinson Child Development Center, 1350 Hope Street | 097-08-053 | Fee Simple, Subject to Ground Lease | Governmental Use |

The Property Inventory Sheets, below, provide the required information for the Properties transferred from the Former RDA to the Successor Agency. The Inventory Sheets also address the specific LRPMP requirements listed in Health and Safety Code Section 34191.5(c)(1).

Table 3: Property Inventory Sheet for Gateway Parcel 2



Property Background and Description (§34191.5(c)(1)(B)-(C))

| | |
|------------------------|---|
| Address | 5451 Great American Parkway |
| APN | 104-01-100 |
| Lot Size | 20.58 acres, 896,765 square feet, net |
| Acquisition Date | 2001 |
| Purchase Price/Value | \$0 |
| Current Zoning | PD Planned Development |
| Current Use | Office Building |
| Purpose of acquisition | This property was originally part of the City landfill. |

Estimate of Current Property Value (§34191.5(c)(1)(A))

| | |
|---------------------------------|---------------------|
| Estimated Current Value | \$90,000,000 |
| Date of Estimated Current Value | May 31, 2015 |
| Value Basis | Appraisal |
| Proposed Sale Value | \$90,000,000. |
| Proposed Sale Date | First quarter 2016. |

Revenue Generated by Property

| | |
|--|--------------------------------|
| Lease or rental income for the private use of property | \$4,031,481 per year |
| Contractual Requirements | See Ground Lease and easements |

History of Environmental Contamination/Remediation

The property was originally acquired by the City as part of a solid waste landfill site but was not actually used as landfill. However, because the property was adjacent to an active landfill, the City and the Agency undertook certain remediation activities prior to the development of the site, including the installation of monitoring wells and the installation of a bentonite wall sealing off the property from the former active landfill. Maintenance of the bentonite wall is the responsibility of the City pursuant to an Access Easement Agreement recorded against the Property.

Disposition Plan



| | |
|--|---|
| History of previous development proposals | Property was developed in accordance with the terms of a Disposition and Development Agreement. |
| Potential for transit oriented development | Property is fully developed |
| Reuse potential/advancement of planning objectives | Property is fully developed. |

Recommended Action

The Successor Agency will liquidate the fee interest for Gateway Parcel 2 for maximum value and the proceeds of


the sale minus the documented costs to the Successor Agency for transferring the property will be retained to fulfill enforceable obligations on approved recognized obligation payment schedules or for distribution as property tax to the affected taxing entities, in accordance with the terms of Health and Safety Code Section 34191.5(c)(2)(B). Buildings and other improvements on the parcel are privately owned.

Table 4: Property Inventory Sheet for Santa Clara Convention Center

| | |
|--|---|
|   | |
| Property Background and Description (§34191.5(c)(1)(B)-(C)) | |
| Address | 5001 Great America Parkway, Santa Clara, CA 95054 |
| APN | 104-55-016, 104-55-017; 104-43-025 (pedestrian bridge parcel) |
| Lot Size | 25.27 acres |
| Acquisition Date | 1965 |
| Purchase Price/Value | \$1,650,000 for 179 acres of which the property is a portion |
| Current Zoning | PD Planned Development |
| Current Use | Convention Center, Parking Structure and common areas for Hotel and Office complex, and pedestrian bridge over San Tomas Channel. |
| Purpose of acquisition | This property was acquired originally for the development of electrical generation facilities by the City of Santa Clara Electrical Utility Department. |
| Estimate of Current Property Value (§34191.5(c)(1)(A)) | |
| Estimated Current Value | Negative \$1,990,000 if owned by a tax exempt entity, negative \$8,251,000 if owned by a non-tax exempt entity, based on continuing the current use. The property has a substantially higher value if considered for redevelopment. |
| Date of Estimated Current Value | April 13, 2015 |
| Value Basis | Fair market value appraisal |
| Proposed Sale Value | \$15,000,000 |
| Proposed Sale Date | First quarter of 2016 |
| Revenue Generated by Property | |
| Lease or rental income for the private use of property | \$0 |
| Contractual Requirements | The property is subject to certain restrictions pursuant to Ground Leases for Hyatt Hotel and Techmart properties requiring that property continue to be maintained and operated for convention center purposes, parking and common area. |
| History of Environmental Contamination/Remediation | |


| | |
|--|--|
| History of contamination/remediation- None | |
| Disposition Plan | |
| History of previous development proposals | Property was undeveloped prior to its development with the Convention Center Complex. |
| Potential for transit oriented development | Property is fully developed |
| Reuse potential/advancement of planning objectives | Property is fully developed and subject to restrictions that would limit redevelopment for an alternative use. |
| Recommended Action | |
| The City is proposing to acquire the fee interest under: the Convention Center (i.e., the land under the building); all common areas and the land and parking structure improvements in accordance with a Compensation Agreement for \$15,000,000. The terms of the proposed Compensation Agreement are outlined in the December 2015 Settlement Agreement between the City, County, County Office of Education, Santa Clara Unified School District, State Controller, and State Department of Finance, including appropriate covenants, conditions and restrictions with respect to the Techmart and Hyatt properties. | |

Table 5: Property Inventory Sheet for Techmart Office Building

| | |
|--|--|
|  | |
| Property Background and Description (§34191.5(c)(1)(B)-(C)) | |
| Address | 5201 Great America Parkway |
| APN | 104-55-013 |
| Lot Size | 1.58 acres |
| Acquisition Date | 1965 |
| Purchase Price/Value | \$1,650,000 for 179 acres of which the property is a portion |
| Current Zoning | PD Planned Development |
| Current Use | Office Building |
| Purpose of acquisition | This property was acquired by the City of Santa Clara Electrical Utility Department for the construction of electric generating facilities. |
| Estimate of Current Property Value (§34191.5(c)(1)(A)) | |
| Estimated Current Value | \$23,750,000 |
| Date of Estimated Current Value | April 13, 2015 |
| Value Basis | Fair Market Value Appraisal |
| Proposed Sale Value | \$23,750,000 |
| Proposed Sale Date | First quarter of 2016 |
| Revenue Generated by Property | |
| Lease or rental income for the private use of property | \$1,210,000 per year |
| Contractual Requirements | Property is currently subject to Ground Lease that provides parking rights on adjacent properties. Property is also subject to a maintenance assessment district that requires annual payments for costs of maintaining common areas |
| History of Environmental Contamination/Remediation | |
| History of contamination/remediation | None |
| Disposition Plan | |
| History of previous development proposals | Property was vacant land prior to development with existing office building. |
| Potential for transit oriented development | Property is fully developed |


| | |
|---|-----------------------------|
| Reuse potential/advancement of planning objectives | Property is fully developed |
| Recommended Action | |
| <p>The Successor Agency will liquidate the fee interest in the land under the Techmart building for maximum value and the proceeds of the sale minus the documented costs to the Successor Agency for transferring the property will be retained to fulfill enforceable obligations on approved recognized obligation payment schedules or for distribution as property tax to the affected taxing entities, in accordance with the terms of Health and Safety Code Section 34191.5(c)(2)(B). The Techmart building on the parcel is privately owned.</p> | |

Table 6: Property Inventory Sheet for Hyatt Regency Santa Clara

| | |
|--|---|
|  | |
| Property Background and Description (§34191.5(c)(1)(B)-(C)) | |
| Address | 5105 Great America Parkway |
| APN | 104-55-005, 104-55-012 |
| Lot Size | 1.76 acres |
| Acquisition Date | 1965 |
| Purchase Price/Value | \$1,650,000 for 179 acres of which the property is a portion |
| Current Zoning | PD Planned Development |
| Current Use | 502 room hotel including function rooms and ballroom. |
| Purpose of acquisition | This property was acquired to by the City of Santa Clara Electrical Utility Department for the construction of electric generating facilities. |
| Estimate of Current Property Value (§34191.5(c)(1)(A)) | |
| Estimated Current Value | \$34,000,000 |
| Date of Estimated Current Value | April 13, 2015 |
| Value Basis | Fair market Value Appraisal |
| Proposed Sale Value | \$34,000,000. |
| Proposed Sale Date | First quarter of 2016. |
| Revenue Generated by Property | |
| Lease or rental income for the private use of property | Minimum of \$400,000 per year with percentage rent. Rent annually ranges from \$1 million to \$1.2 million |
| Contractual Requirements | Property is currently subject to Ground Lease that provides parking rights on adjacent properties as well as parking requirements off-site. Property is also subject to a maintenance assessment district that requires annual payments for costs of maintaining common areas |
| History of Environmental Contamination/Remediation | |
| History of contamination/remediation | none |
| Disposition Plan | |
| History of previous development proposals | The property was vacant land prior to its development as a hotel. |

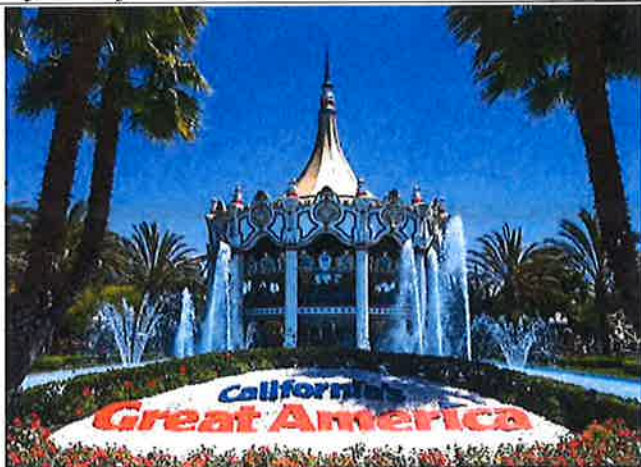
| | |
|---|------------------------------|
| Potential for transit oriented development | Property is fully developed. |
| Reuse potential/advancement of planning objectives | Property is fully developed. |
| Recommended Action | |
| <p>The Successor Agency will liquidate the fee interest in the land under the Hyatt Hotel building for maximum value and the proceeds of the sale minus the documented costs to the Successor Agency for transferring the property will be retained to fulfill enforceable obligations on approved recognized obligation payment schedules or for distribution as property tax to the affected taxing entities, in accordance with the terms of Health and Safety Code Section 34191.5(c)(2)(B). The Hyatt Hotel building on the parcel is privately owned.</p> | |

Table 7: Property Inventory Sheet for Hilton Santa Clara

| | |
|--|--|
|  | |
| Property Background and Description (§34191.5(c)(1)(B)-(C)) | |
| Address | 4949 Great America Parkway |
| APN | 104-43-054 |
| Lot Size | 3.927 acres |
| Acquisition Date | 1965 |
| Purchase Price/Value | \$1,650,000 for 179 acres of which the property is a portion |
| Current Zoning | CP Commercial Park |
| Current Use | 280 room Hotel |
| Purpose of acquisition | This property was acquired by the City of Santa Clara Electrical Utility Department for the construction of electric generating facilities. |
| Estimate of Current Property Value (§34191.5(c)(1)(A)) | |
| Estimated Current Value | \$20,750,000 |
| Date of Estimated Current Value | June 4, 2015 |
| Value Basis | Fair market Value Appraisal |
| Proposed Sale Value | \$20,750,000. |
| Proposed Sale Date | First quarter of 2016 |
| Revenue Generated by Property | |
| Lease or rental income for the private use of property | \$400,000 fixed rent plus percentage rent. |
| Contractual Requirements | none |
| History of Environmental Contamination/Remediation | |
| History of contamination/remediation | none |
| Disposition Plan | |
| History of previous development proposals | The property was vacant land prior to its development as a hotel. The hotel operator has expressed interest in additional development on the site. |
| Potential for transit oriented development | Property is fully developed |
| Reuse potential/advancement of planning objectives | Property is fully developed, but the hotel operator has expressed interest in additional development on the site. |
| Recommended Action | |


The Successor Agency will liquidate the fee interest in the land under the Hilton Hotel Property for maximum value and the proceeds of the sale minus the documented costs to the Successor Agency for transferring the property will be retained to fulfill enforceable obligations on approved recognized obligation payment schedules or for distribution as property tax to the affected taxing entities, in accordance with the terms of Health and Safety Code Section 34191.5(c)(2)(B). The Hilton Hotel building and other improvements on the parcel are privately owned.

Table 8: Property Inventory Sheet for Great America Theme Park

| | |
|--|--|
|  | |
| Property Background and Description (§34191.5(c)(1)(B)-(C)) | |
| Address | 4701 Great America Parkway |
| APN | 104-42-014, 104-42-019 |
| Lot Size | 116 acres |
| Acquisition Date | 1985 |
| Purchase Price/Value | \$15,809,278 |
| Current Zoning | CT Thoroughfare Commercial |
| Current Use | Theme Park |
| Purpose of acquisition | This property was acquired to retain the current use as a theme park. |
| Estimate of Current Property Value (§34191.5(c)(1)(A)) | |
| Estimated Current Value | \$155,000,000 but valuation assumes that parking lots are included with property. The Main Lot is owned by the City of Santa Clara and will not be conveyed with the Theme Park. |
| Date of Estimated Current Value | April 1, 2015 |
| Value Basis | Appraisal |
| Proposed Sale Value | Sale value will be determined by the highest offer. |
| Proposed Sale Date | First quarter of 2016 |
| Revenue Generated by Property | |
| Lease or rental income for the private use of property | \$5,300,000 annually plus percentage rent if certain thresholds are met. |
| Contractual Requirements | Property is subject to a ground lease that grants the Ground Lessee a right of first refusal if the property is sold for theme park use. |
| History of Environmental Contamination/Remediation | |
| History of contamination/remediation | None |
| Disposition Plan | |
| History of previous development proposals | Property was developed as theme park in 1976 |
| Potential for transit oriented development | Property is fully developed and subject to a long term lease for current use. |


| | |
|---|---|
| Reuse potential/advancement of planning objectives | Property is fully developed and subject to a long term lease for current use. |
| Recommended Action | |
| <p>The Successor Agency will liquidate the fee interest in the land under the Great America Theme Park Property for maximum value and the proceeds of the sale minus the documented costs to the Successor Agency for transferring the property will be retained to fulfill enforceable obligations on approved recognized obligation payment schedules or for distribution as property tax to the affected taxing entities, in accordance with the terms of Health and Safety Code Section 34191.5(c)(2)(B). Prior to sale of the property, agreements between the lessee and the City will need to be negotiated to address the lessee's continued use of the parking lot. The current ground lease for the property grants the lessee a right of first refusal to purchase the property if the lessor sells the property under certain conditions. The right of first refusal extends for three years after the expiration or termination of the Lease. All buildings, rides and other improvements on the parcel are privately owned.</p> | |
| | |

Table 9: Property Inventory Sheet for North-South Lot

| | |
|--|--|
|  | |
| Property Background and Description (§34191.5(c)(1)(B)-(C)) | |
| Address | Great America Parkway, south of Santa Clara Hilton |
| APN | 104-43-051 |
| Lot Size | 9.57 acres |
| Acquisition Date | 1965 |
| Purchase Price/Value | \$1,650,000 for 179 acres of which the property is a portion |
| Current Zoning | B Public/Quasi-Public |
| Current Use | Parking for Theme park and stadium. |
| Purpose of acquisition | This property was acquired to by the City of Santa Clara Electrical Utility Department for the construction of electric generating facilities. |
| Estimate of Current Property Value (§34191.5(c)(1)(A)) | |
| Estimated Current Value | To be determined |
| Date of Estimated Current Value | N/A |
| Value Basis | Appraisal |
| Proposed Sale Value | Fair Market Value |
| Proposed Sale Date | To be determined to maximize sale value. |
| Revenue Generated by Property | |
| Lease or rental income for the private use of property | \$26,000 |
| Contractual Requirements | Property is subject to ground lease in favor of owner of Great America theme park allowing use of the property for parking. Additionally, the property is subject to a 2012 parking agreement and easement with the Santa Clara Stadium Authority and the San Francisco 49ers Stadium Company granting both rights to park on the property for Stadium related events. |
| History of Environmental Contamination/Remediation | |
| History of contamination/remediation - None | |
| Disposition Plan | |
| History of previous development proposals | Property was the subject of a Disposition and Development agreement in the late 1980s proposing development of the property with a hotel. |
| Potential for transit oriented development | Property use is restricted for 60 years to parking uses. |

| | |
|---|---|
| Reuse potential/advancement of planning objectives | Property use is restricted for 60 years for parking uses. |
| Recommended Action | |
| <p>The Successor Agency will liquidate fee interest for the land under the North/South lot property for maximum value and the proceeds of the sale minus the documented costs to the Successor Agency for transferring the property will be retained to fulfill enforceable obligations on approved recognized obligation payment schedules or for distribution as property tax to the affected taxing entities, in accordance with the terms of Health and Safety Code Section 34191.5(c)(2)(B).</p> | |

Table 10: Property Inventory Sheet for Martinson Child Development Center

| | |
|--|--|
|  | |
| Property Background and Description (§34191.5(c)(1)(B)-(C)) | |
| Address | 1350 Hope Street |
| APN | 097-08-053 |
| Lot Size | 52,272 |
| Acquisition Date | November 2003 |
| Purchase Price/Value | \$2,438,375 |
| Current Zoning | PDMC Planned Development Master Community |
| Current Use | Day care center |
| Purpose of acquisition | This property was acquired for future redevelopment. |
| Estimate of Current Property Value (§34191.5(c)(1)(A)) | |
| Estimated Current Value | N/A |
| Date of Estimated Current Value | N/A |
| Value Basis | N/A |
| Proposed Sale Value | Not Applicable |
| Proposed Sale Date | Not Applicable |
| Revenue Generated by Property | |
| Lease or rental income for the private use of property | No lease or rental revenue is being generated. |
| Contractual Requirements | Not applicable. |
| History of Environmental Contamination/Remediation | |
| History of contamination/remediation | |
| Disposition Plan | |
| History of previous development proposals | None |
| Potential for transit oriented development | Property is currently developed with a child care center which use is proposed to continue |
| Reuse potential/advancement of planning objectives | |
| Recommended Action | |
| <p>The Successor Agency will transfer the property (land and building) to the Santa Clara Unified School District as a governmental use property for the continued use and operation of a child development center. So long as the property is retained in the ownership of the School District, the net proceeds will consist of lease rental income, use fee income or other income, if any, that may be received by the School District with respect to the Property minus the documented costs to the School District of improvement, operation and maintenance of the property.</p> | |

APPENDIX A

LRPMP CHECKLIST



LONG-RANGE PROPERTY MANAGEMENT PLAN CHECKLIST

Instructions: Please use this checklist as a guide to ensure you have completed all the required components of your Long-Range Property Management Plan. Upon completion of your Long-Range Property Management Plan, email a PDF version of this document and your plan to:

Redevelopment_Administration@dof.ca.gov

The subject line should state "[Agency Name] Long-Range Property Management Plan". The Department of Finance (Finance) will contact the requesting agency for any additional information that may be necessary during our review of your Long-Range Property Management Plan. Questions related to the Long-Range Property Management Plan process should be directed to (916) 445-1546 or by email to

Redevelopment_Administration@dof.ca.gov.

Pursuant to Health and Safety Code 34191.5, within six months after receiving a Finding of Completion from Finance, the Successor Agency is required to submit for approval to the Oversight Board and Finance a Long-Range Property Management Plan that addresses the disposition and use of the real properties of the former redevelopment agency.

GENERAL INFORMATION:

Agency Name: **Successor Agency to the City of Santa Clara Redevelopment Agency**

Date Finding of Completion Received: 12/10/2015 (anticipated)

Date Oversight Board Approved LRPMP: 12/18/2015

Long-Range Property Management Plan Requirements

For each property the plan includes the date of acquisition, value of property at time of acquisition, and an estimate of the current value.

☒ Yes ☐ No

For each property the plan includes the purpose for which the property was acquired.

☒ Yes ☐ No

For each property the plan includes the parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.

☒ Yes ☐ No

For each property the plan includes an estimate of the current value of the parcel including, if available, any appraisal information.

☒ Yes ☐ No

For each property the plan includes an estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

☒ Yes ☐ No

For each property the plan includes the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.

☒ Yes ☐ No

For each property the plan includes a description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

☒ Yes ☐ No

For each property the plan includes a brief history of previous development proposals and activity, including the rental or lease of the property.

☒ Yes ☐ No

For each property the plan identifies the use or disposition of the property, which could include 1) the retention of the property for governmental use, 2) the retention of the property for future development, 3) the sale of the property, or 4) the use of the property to fulfill an enforceable obligation.

☒ Yes ☐ No

The plan separately identifies and list properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.

☒ Yes ☐ No

ADDITIONAL INFORMATION

- If applicable, please provide any additional pertinent information that we should be aware of during our review of your Long-Range Property Management Plan.

Long Range Property Management Plan is consistent with the proposed Settlement Agreement in Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara et al., Sacramento County Superior Court (Case No. 34-2013-80001396),

Agency Contact Information

Name: Julio J. Fuentes

Title: City Manager/Executive Officer

Phone: 408-615-2210

Email: manager@santaclaraca.gov

Date: 12/10/2015

Name: Ruth Shikada

Title: Assistant City Manager

Phone: 408-615-2210

Email: rshikada@santaclaraca.gov

Date: 12/10/2015

Department of Finance Local Government Unit Use OnlyDETERMINATION ON LRPMP: ☐ APPROVED ☐ DENIED

APPROVED/DENIED BY: _____ DATE: _____

APPROVAL OR DENIAL LETTER PROVIDED: ☐ YES DATE AGENCY NOTIFIED: _____

APPENDIX B
DOF TRACKING WORKSHEET

| Permissible Use | If Sale of Property, specify intended use of sale proceeds | Permissible Use Detail | Acquisition Date | Value at Time of Acquisition | Estimated Current Value | Date of Estimated Current Value | Estimated Current Value Basis | Proposed Sale Value | Proposed Sale Date | Purpose for which property was acquired | Lot Size | Current Zoning | Estimate of Current Parcel Value | Annual Estimate of Income/Revenue | Are there any contractual requirements for use of income/revenue? | cont and/ t bro |
|------------------|--|---|------------------|------------------------------|--|---------------------------------|-------------------------------|--|--------------------|---|--------------------|---|---|--|---|-----------------|
| Sale of Property | Fulfill an Enforceable Obligation | Property will be sold in accordance with LRPMP | 2001 | 0 | 90,000,000 | April 2015 | Appraised | 90,000,000 | First Quarter 2016 | City landfill | 20.58 acres | Pd Planned Development | 90,000,000 | 4,031,481 | No | Yes |
| Sale of Property | Fulfill an Enforceable Obligation | Property will be sold to the City pursuant to a compensation agreement with the City of Santa Clara | 1965 | \$1,650,000 for 179 acres | (1,650,000) | April 2015 | Appraised | (1,650,000) | First Quarter 2016 | Electrical generation facilities | 25.27 Acres | Pd Planned Development | (1,650,000) | 0 | No | No |
| Sale of Property | Fulfill an Enforceable Obligation | Property will be sold in accordance with LRPMP | 1965 | \$1,650,000 for 179 acres | 23,750,000 | April 2015 | Appraised | 23,750,000 | First Quarter 2016 | Electrical generation facilities | 1.58 Acres | Pd Planned Development | 23,750,000 | 1,210,000 | No | No |
| Sale of Property | Fulfill an Enforceable Obligation | Property will be sold in accordance with LRPMP | 1965 | \$1,650,000 for 179 acres | 34,000,000 | April 2015 | Appraised | 34,000,000 | First Quarter 2016 | Electrical generation facilities | 1.76 Acres | PD Planned Development | 34,000,000 | \$400,000 plus percentage rent ranging from \$1,000,000 to \$1,200,000 | No | No |
| Sale of Property | Fulfill an Enforceable Obligation | Property will be sold in accordance with LRPMP | 1965 | \$1,650,000 for 179 acres | 20,750,000 | April 2015 | Appraised | 20,750,000 | First Quarter 2016 | Electrical generation facilities | 3.927 Acres | CP Commercial Park | 20,750,000 | \$400,000 plus percentage rent | No | No |
| Sale of Property | Fulfill an Enforceable Obligation | Property will be sold in accordance with LRPMP | 1965 | 15,809,279 | \$155,000,000 but valuation assumes that parking lots are included in property | April 2015 | Appraised | \$155,000,000 but valuation assumes that parking lots are included in property | First Quarter 2016 | Retention as a theme park | 116 Acres | CT Thoroughfare Commercial | \$155,000,000 but valuation assumes the parking lots are included with the property | \$5,300,000 plus percentage rent | No | No |
| Sale of Property | Fulfill an Enforceable Obligation | Property will be sold in accordance with LRPMP | 1965 | \$1,650,000 for 179 acres | Value is included in Property 6 | April 2015 | Not Provided | value is included in valuation of Property no. 6 | First Quarter 2016 | Electrical generation facilities | 9.57 Acres | B Public/Quasi Public | Valuation is included in valuation of property No. 6 | 26,000 | No | No |
| Governmental Use | N/A | Property contains a daycare center operated by the Santa Clara Unified School District | 2003 | 2,438,373 | N/A | N/A | Not Provided | N/A | N/A | For future redevelopment | 52,272 Square Feet | PDMC Planned Development Master Community | N/A | 0 | No | No |

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into effective January 11, 2016 (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"); the Santa Clara Unified School District ("SCUSD"); the City of Santa Clara ("City"); the Successor Agency to the former Redevelopment Agency of the City of Santa Clara ("Successor Agency"); the Housing Authority of the City of Santa Clara ("SCHA"); the Santa Clara Stadium Authority ("SCSA"); and the Sports & Open Space Authority of the City of Santa Clara ("SOSA"). 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 Santa Clara ("SCRDA") dissolved pursuant to Assembly Bill X1 26 (2011), later modified by Assembly Bill 1484 (2012) and Senate Bill 107 (2015) (collectively, the "Dissolution Legislation"); and

WHEREAS, on September 10, 2013, the California State Controller's Office ("State Controller") published its review of cash and real property asset transfers made by the SCRDA that the State Controller deemed unallowable under the Dissolution Legislation, and ordered the City and related entities to return those assets to the Successor Agency ("State Controller's Order"); and

WHEREAS, on October 4, 2013, the California Department of Finance ("DOF") issued its final "other-funds-and-accounts" due diligence review determination ("OFA Determination") of the amount of non-housing-related unencumbered cash and cash equivalents available for distribution to the affected taxing entities in accordance with Health and Safety Code section 34179.6, and directed the Successor Agency to transmit the amount of \$26,730,410 plus interest earned since the funds were transferred to the Santa Clara County Auditor-Controller ("County Auditor-Controller"); and

WHEREAS, the County and the SCCOE filed a verified petition for writ of mandate and complaint against the Successor Agency, City, SCHA, SCSA, and SOSA with real parties in interest the State Controller and DOF in the Superior Court of the State of California, County of Sacramento (Case No. 34-2013-80001396), as amended by the first amended verified petition for writ of mandate and complaint adding the SCUSD (the "Petition"); and

WHEREAS, the Successor Agency, City, and SOSA filed a cross-petition for writs of mandate and prohibition and cross-complaint for declaratory and injunctive relief (the "Cross-Petition") (collectively the Petition and the Cross-Petition are referred to herein as the "Action"); and

WHEREAS, the Parties wish to completely and fully settle all claims and cross-claims that both exist among them, and DOF and State Controller and have been asserted, or could have been asserted, in the Action, except as otherwise provided herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals 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. OFA Determination Interest Payment. On or about December 15, 2015, DOF issued a Finding of Completion ("FOC") to the Successor Agency, indicating that the Successor Agency has made full payment of amounts determined due as part of the OFA Determination.

2. Northside Library. Not later than five (5) business days after the Effective Date of this Agreement, the City will remit to the Successor Agency any and all tax increment-derived funds used for the construction of the Northside Library, less the City's percentage share of such funds, for a net sum of \$7,221,743. Not later than five (5) business days after receipt of funds from the City, the Successor Agency will distribute the funds to the County Auditor-Controller for distribution to the affected taxing entities other than the City. Consistent with the timeframes set forth in the Dissolution Legislation, the Successor Agency will also place on the Recognized Obligation Payment Schedule ("ROPS") 16-17, a ROPS line item to obtain approval from the Oversight Board to the Successor Agency ("Oversight Board") for the prior expenditure of approximately \$11,716,480 in proceeds derived from the SCRDA's 1999 and 2003 bond issuances used to pay for construction of the Northside Library. The County agrees not to challenge the ROPS line item and to indicate its support for the inclusion of this line item to the Oversight Board. Each of the Parties agrees not to challenge the inclusion of the item on the ROPS. Upon payment of the tax increment funds to the County Auditor-Controller and approval of the ROPS line item, all Parties agree that, as a result of this Agreement, the City has clear ownership/title to the Northside Branch Library building and land.

3. Property Lease Revenues. The City transferred or intends to transfer to the Successor Agency lease revenues collected from the following properties from July 1, 2012 through June 30, 2015 in the amount of \$39,888,388 (Per the City's July 23, 2015 letter \$33,866,493 has been transferred by the City to the Successor Agency. A remaining balance of \$6,021,895 shall be remitted by the City to the Successor Agency within five days of the Effective Date):

- o The Great America Theme Park Property (APN 104-42-014 and 104-42-019) ("Great America Theme Park")
- o The Hilton Hotel Property (APN 104-43-054) ("Hilton Hotel")
- o The North/South Lots Property (parking adjacent to the Hilton) (APN 104-43-051) ("North/South Lots")
- o The Gateway Parcel 2 Property (APN 104-01-100) ("Gateway Parcel 2")
- o The Hyatt Hotel Property (APNs 104-55-012 and 104-55-005) ("Hyatt Hotel")
- o The Techmart Property (APN 104-55-013) ("Techmart").

All lease revenues collected by the City from the above-referenced properties from July 1, 2015 until the properties are transferred to the Successor Agency consistent with this Agreement will be remitted to the Successor Agency not later than five (5) business days after the Effective Date

of this Agreement and/or the receipt of the lease revenues, as applicable. After transfer of the properties to the Successor Agency, all lease revenues shall be directly received by the Successor Agency. Lease revenue funds shall be first used to pay recognized enforceable obligations of the Successor Agency, including the redemption and defeasance of any bond issues (ROPS 15-16B Items 1, 2, 4, and 5) and payment of amounts owed to the San Francisco Forty Niners (ROPS 15-16B Item 8) and then, only after all enforceable obligations have been fully satisfied, remitted to the County Auditor-Controller to be disbursed to the affected taxing entities. Lease revenues collected are to be verified and confirmed by the County Auditor-Controller and the City.

4. Great America Theme Park Main Parking Lot. The County, SCCOE and SCUSD agree as a result of this Agreement that the Great America Theme Park Main Parking Lot (APN 104-43-052) (the "Main Parking Lot") is and always has been owned by the City and the City is entitled to any lease revenues generated from the Main Parking Lot after June 30, 2015. Not later than five (5) business days from the Effective Date of this Agreement, the City shall remit to the Successor Agency \$324,282, which represents Main Parking Lot lease revenues from July 1, 2012 through June 30, 2015. Rental funds shall be first used to pay recognized enforceable obligations of the Successor Agency, including the redemption and defeasance of any bond issues (ROPS 15-16B Items 1, 2, 4, and 5) and payment of amounts owed to the San Francisco Forty Niners (ROPS 15-16B Item 8) and then, only after enforceable obligations have been fully satisfied, remitted to the County Auditor-Controller to be disbursed to the affected taxing entities. The County, SCCOE and SCUSD shall have no further claims to any lease revenue generated by the Main Parking Lot. If the City deems it necessary, the Parties will approve an assignment to the City of the Main Parking Lot lease originally entered into between the City and Marriott Corporation and assigned by Marriott Corporation to the former RDA and the County will support approval of any such assignment by the Oversight Board.

5. Fairway Glen Parcel R-1, R-3 and R-4. The County, the SCCOE, and the SCUSD agree as a result of this Agreement that the Fairway Glen Parcels R-1, R-3, and R-4 (the "Fairway Glen Property") are and always have been owned by SOSA and that any proceeds from the past or future sales of the Fairway Glen Property belong solely to the City/SOSA. The City shall remit to the Successor Agency all past lease revenues received from the Fairway Glen Property developer(s) from July 1, 2012 through June 30, 2015, in the amount of \$1,161,770, and all lease revenue received from June 30, 2015 through the Effective Date within five (5) business days of the Effective Date of this Agreement. The City shall continue to remit to the Successor Agency (within five (5) business days of receipt) all future lease revenues due from the Fairway Glen Property developer(s) until the earlier of (i) the date the City/SOSA sells Fairway Glen Parcel R-3 to the developer pursuant to the terms of the existing lease and sublease or (ii) the date the City completes the purchase of the Convention Center properties pursuant to Paragraph 8 of this Agreement ("Fairway Glen Rent Date"); provided however, if rents due from the Fairway Glen Property developer prior to the Fairway Glen Rent Date, are actually received by the City after the Fairway Glen Rent Date, the City shall remit such rents to the Successor Agency. The Successor Agency shall use Fairway Glen Property lease revenues first to pay recognized enforceable obligations of the Successor Agency including the redemption and defeasance of any bond issues (ROPS 15-16B Items 1, 2, 4 and 5) and payment of amounts owed to the San Francisco Forty Niners (ROPS 15-16B Item 8) and then, only after all enforceable obligations have been fully satisfied, for remittance to the County Auditor-Controller to be

disbursed to the affected taxing entities. After the last date the City/SOSA is required to remit future Fairway Glen Property lease revenues as defined above, the County, the SCCOE and SCUSD shall have no further claim to any revenues received from the Fairway Glen Property. If the City deems it necessary, the Parties will approve an assignment of the Fairway Glen lease(s) to the City and the County will support approval of any such assignment by the Oversight Board.

6. Property Transfers. The City has previously transferred to the Successor Agency by quitclaim deed full and complete title to the following properties:

- Great America Theme Park
- Hilton Hotel
- North/South Lots
- Gateway Parcel 2
- Hyatt Hotel
- Techmart
- Martinson Property (APN 097-08-053) ("Martinson")

The City and SOSA (collectively the "City Parties") represent and warrant that the titles to the properties have been conveyed free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions, and restrictions of any kind except those (i) existing prior to January 1, 2011; (ii) with regard to the Great America Theme Park that certain Fourth Amendment to Ground Lease with First Refusal Purchase Rights dated January 1, 2012 and recorded March 23, 2012 as Document No. 21596990 (the "Fourth Amendment"); (iii) with regards to the North/South Lots, that certain Easement Agreement between the City, the SCSA and Forty Niners, LLC dated January 1, 2012 and recorded on March 23, 2012 as Document No. 21597004 ("Parking Easement"), the Fourth Amendment and the Parking Agreement referenced therein and that certain Resolution No. 15-8257 dedicating certain property for underground electric and water utility easements recorded on August 20, 2015 as Document No. 23058723; (iv) with regards to the Gateway Parcel 2 that certain Resolution No 15-8256 dedicating certain property for a traffic signal easement and storm drain easement recorded on August 20, 2015 as Document No. 23058724 (collectively the "Title Exceptions"). The Parties agree that the Waiver and Release provisions contained in Paragraphs 16 and 17 shall not apply to the Parking Easement with respect to any claim or cause of action that any Party may have to challenge the validity of the Parking Easement prior to the date that any sale of the North/South Lots is approved by the Oversight Board. Notwithstanding any other provision of this Agreement, the City or SCSA shall not be precluded from asserting any defenses, claims or causes of action related to the validity of the Parking Easement.

The Parking Easement's inclusion as an exhibit to the Fourth Amendment shall not limit in any way the rights of any Party with respect to the Parking Easement as it relates to the North/South Lots. The Waiver and Release provisions contained in Paragraphs 16 and 17 shall otherwise apply with respect to the Fourth Amendment.

The City Parties represent and warrant that there are no pending special assessments (other than the Maintenance District Assessment on the Hyatt and Techmart Properties) or condemnation actions, with respect to any of the properties or any part of the properties, nor do the City Parties

have any knowledge of any special assessments or condemnation actions being contemplated. The City Parties represent and warrant that the quitclaim deeds to the properties and all related documents previously 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 of the properties as provided herein, (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. The City Parties represent and warrant, without any obligation to make an independent investigation or inquiry, that the City parties know of no fact or combination of facts, nor have the City parties represented any fact, which would prevent the Successor Agency from using or operating the properties in substantially the same manner in which the properties are currently being used and operated. The City Parties represent and warrant that there are no outstanding contracts made by the City Parties for any improvements to the properties that have not been fully paid for. The City Parties further agree to cooperate as necessary to clarify any issues with title in furtherance of the sale of the properties.

7. Long Range Property Management Plan. On or about December 18, 2015, the Oversight Board approved a Long Range Property Management Plan ("LRPMP") for the Successor Agency and DOF approved the LRPMP on or about December 22, 2015. As indicated, the LRPMP requires the sale of the following properties expeditiously and for the maximum value pursuant to Health & Safety Code Section 34181(a). Maximum value shall be as determined by the highest responsive offer received after the properties are marketed in accordance with procedures approved by the Oversight Board. Expeditious sale of the Properties will mean that the Successor Agency or any Party will: (i) provide information about the availability of the properties to realtors and developers active in the Santa Clara area, as well as the lessees of the properties; and (ii) allow no less than 90 days for receipt of offers from the time a particular property is placed on the market. The net proceeds of the sale (after deduction of costs of sale normally included in real estate transactions, i.e. broker fees, escrow fees, and appraisal fees) will be used first to pay regular debt service on Successor Agency enforceable obligations, redeem or defease outstanding bond issues, and fully pay other existing enforceable obligations, and only after payment of those amounts, remitted to the County Auditor-Controller for distribution to the affected taxing entities. The properties will be sold subject to all encumbrances existing on the properties as of January 1, 2011 and the Title Exceptions, including but not limited to, the existing leaseholds. In order to accomplish the sale of the Hyatt and Techmart parcels for maximum value, the LRPMP shall require the Successor Agency to impose specific Conditions, Covenants & Restrictions ("CC&Rs") or similar mechanisms running with the land on the Hyatt, Techmart and Convention Center properties (as defined in Paragraph 8 below) to ensure all access and other property rights necessary to preserve the existing leasehold rights of the Hyatt and Techmart parcels that burden the Convention Center Complex are preserved. The properties to be sold are as follows:

- Great America Theme Park
- Hilton Hotel
- North/South Lots
- Gateway Parcel 2

- Hyatt Hotel
- Techmart

The LRPMP directs the transfer of the Martinson property to the SCUSD as a governmental use property.

8. Convention Center. The LRPMP provides for the City to acquire the Convention Center and common area parcels (APN 104-55-017, APN 104-55-016 and APN 104-43-025) (the "Convention Center Complex") pursuant to a compensation agreement with the affected taxing entities. The compensation agreement will provide for the City to pay to the affected taxing entities \$15 million for the Convention Center Complex. The City will receive a credit toward the purchase price for not taking its share of the subsequent distribution of the sales proceeds, thereby reducing the amount owed to \$13,540,768. The City and Successor Agency waive their rights to place previously re-entered agreements on a future ROPS and in lieu the City will receive a credit of \$5,682,287 toward the Convention Center Complex purchase price. The City and Successor Agency further waive any right to seek to use a portion of the 2011 bond proceeds for City purposes, and in lieu the City will receive an additional credit of \$3,750,086 toward the Convention Center Complex purchase price. The City will make a cash payment to the Successor Agency for the remaining amount necessary to complete the purchase of the Convention Center Complex of \$4,108,395. The Successor Agency shall use the remaining cash payment first to pay regular debt service, redeem or defease outstanding bond issues, and fully pay the other existing enforceable obligations and only after payment of those amounts, remit any remaining sum to the County Auditor-Controller for distribution to the affected taxing entities. The Convention Center Complex will be conveyed to the City subject to all existing encumbrances burdening the Convention Center Complex parcels related to the Hyatt Hotel and the Techmart and associated leases. In addition, the Convention Center Complex shall be conveyed subject to the obligations of the CC&R's contemplated in Paragraph 7 above. The City shall convey the Convention Center Complex to the Successor Agency who shall simultaneously convey the Convention Center Complex back to the City, subject to the CC&R's and other restrictions. Upon full payment to the Successor Agency of the remaining cash payment after credits and imposition of the CC&R's, all Parties agree that the City shall have clear ownership/title to the Convention Center Complex.

9. Oversight Board LRPMP Determination and Compensation Agreement. With regard to the Convention Center Complex, the City Parties, the County, SCCOE, and SCUSD agree to support a compensation agreement with the affected taxing entities on terms consistent with Paragraph 8 above and agree that each of the City, the County, SCCOE and SCUSD will enter into a compensation agreement on the terms consistent with Paragraph 8 above.

10. Ballroom Lease. The County, the SCCOE and the SCUSD agree as a result of this Agreement that a portion of the ground lease payments from the Hyatt Hotel are derived from the Convention Center Ballroom space rental and are not related to the Hyatt Hotel ground lease. The City shall retain all revenues generated from the Ballroom Agreement starting from July 1, 2015 and the Ballroom License Agreement will be assigned to the City within fourteen (14) business days of the Effective Date. Not later than five (5) business days from the Effective Date of this Agreement, revenues from the Ballroom License Agreement received from July 1, 2012 through June 30, 2015 in the amount of \$921,270 shall be transferred to the Successor Agency. The revenues shall be first used to pay enforceable

obligations of the Successor Agency including the redemption and defeasance of any bond issues (ROPS 15-16B Items 1, 2, 4, and 5) and payment of amounts owed to the San Francisco Forty Niners (ROPS 15-16B Item 8) and then, only after all enforceable obligations have been fully satisfied, remitted to the County Auditor-Controller to be disbursed to the affected taxing entities.

11. Bond Proceeds. The Successor Agency agrees to use all bond proceeds currently being held by the Successor Agency and/or the fiscal agent to redeem and/or defease outstanding bond issues subject to a defeasance/redemption plan that provides the greatest savings to the affected taxing entities. The Successor Agency and City Parties in agreeing to use the 2011 bond issuance proceeds for defeasance of the bonds, recognize that they are forgoing the potential to use a portion of those bonds proceeds under the Dissolution Legislation.

12. No Additional ROPS Items. The Successor Agency and other City Parties agree not to seek the addition of any new line items (i.e., items not previously approved by both the Oversight Board and DOF on a prior ROPS) on any current or future ROPS, including but not limited to the restoration of items pursuant to Health and Safety Code section 34191.4(b), except the addition of the Northside Library bond proceeds as specified in Paragraph 2.

13. Dissolution. The Parties agree to work in good faith to expeditiously wind-down the Successor Agency, including the expeditious payoff of all enforceable obligations, disposal of all assets in accordance with the approved LRPMP or this Agreement and with regards to the Convention Center Complex parcels in accordance with Paragraph 8, and remittance of all remaining revenues and proceeds to the County Auditor-Controller for distribution to the affected taxing entities after all enforceable obligations have been satisfied.

14. 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 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.

15. Dismissal of the Action and Retention of Jurisdiction. Pursuant to Code of Civil Procedure section 664.6, the Parties request and agree that the Sacramento County Superior Court shall retain jurisdiction over the Parties to enforce this stipulated settlement until there is full performance of the terms herein. The Parties agree that as part of entering this stipulated settlement with the Sacramento County Superior Court that the Parties will request that the Court discharge the writ of mandate issued pursuant to the Petition. Upon full performance of the terms herein, the Parties shall execute and file with the court a Request for Dismissal with Prejudice of the Entire Action, including all cross-actions. Before or after dismissal of the Action, any Party may bring a motion in accordance with section 664.6 of the Code of Civil Procedure to enforce this Agreement.

16. 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 and subject to the provisions of Paragraph 6 above, 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 Action, the State Controller's Order, the DOF OFA Determination, any claims contesting previous DOF ROPS determinations and County actions, and any and all claims related to the dissolution of the former Redevelopment Agency and any actions of the former RDA, the City, SOSA, the SCHA and the SCSA and the County taken prior to the RDA's dissolution.

17. 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 Paragraph 16 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 Paragraph 16 above. 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.

18. 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. 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.

d. 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.

e. 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.

f. 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.

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

h. 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.


i. 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.

j. 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.

SANTA CLARA HOUSING AUTHORITY
A public body, corporate and politic

APPROVED AS TO FORM


RICHARD E. NOSKY, JR.
Authority General Counsel

ATTEST:

ROD DIRIDON, JR.
Authority Secretary


JULIO J. PUENTES
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

Date: 11/8/16

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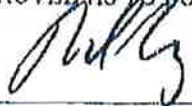
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CITY OF SANTA CLARA
a California Charter City

APPROVED AS TO FORM


RICHARD E. NOSKY, JR.
City Attorney

ATTEST:



ROD DIRIDON, JR.
City Clerk


JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771


Date: 4/8/16


SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE
CITY OF SANTA CLARA,
A separate public entity

APPROVED AS TO FORM


RICHARD E. NOSKY, JR.
Agency General Counsel

ATTEST:


ROD DIRIDON, JR.
Agency Secretary


JULIO J. FUENTES
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

Date: 4/8/16

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SPORTS AND OPEN SPACE AUTHORITY OF THE CITY OF SANTA CLARA
a public body, corporate and politic

APPROVED AS TO FORM



RICHARD E. NOSKY, JR.
Authority General Counsel

ATTEST:



ROD DIRIDON, JR.
Authority Secretary

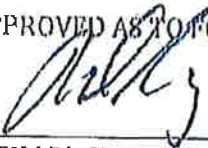


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Date: 1/8/16

SANTA CLARA STADIUM AUTHORITY
a joint exercise of powers entity, created through Government Code Section 6500 *et seq.*

APPROVED AS TO FORM

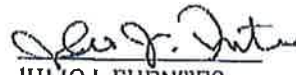


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Date: 1/8/16


/

COUNTY OF SANTA CLARA



James R. Williams
Deputy County Executive

Date: 1/8/16



Emily Harrison
Santa Clara County Auditor-Controller

Date: 1/8/16

APPROVED AS TO FORM AND LEGALITY



CHRISTOPHER R. CHELEDEN
Deputy County Counsel

SANTA CLARA COUNTY OFFICE OF EDUCATION

By: _____

Jon R. Gundry
Superintendent

Date: _____

SANTA CLARA UNIFIED SCHOOL DISTRICT

By: _____

Stanley Rose
Superintendent

Date: _____

COUNTY OF SANTA CLARA

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Emily Harrison
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Date: _____

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APPROVED AS TO FORM AND LEGALITY



CHRISTOPHER R. CHELEDEN
Deputy County Counsel

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Date: 01/07/2016

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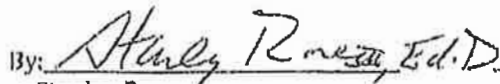

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