

Fidelity  
1026053A

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

County of Santa Clara  
Roads and Airports Department  
101 Skyport Drive  
San Jose, California 95110-1302

**Mail Tax Statements to:**

County of Santa Clara  
Roads and Airports Department  
101 Skyport Drive  
San Jose, California 95110-1302

DOCUMENT: 23341163



Pages: 8

Fees.... \* No Fees  
Taxes...  
Copies..  
AMT PAID

REGINA ALCOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
Fidelity National Title Ins.

RDE # 002  
6/21/2016  
8:00 AM

*Space Above Line for Recorder's Use Only*

APN: 086-32-021 & 086-32-028 (portions)

(UP Folder Number #2874-33)  
SCC Parcel No.: MEI-006-001

DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_  
\_\_\_\_ Computed on the full value of the property conveyed  
\_\_\_\_ Computed on the full value less liens and  
encumbrances remaining at the time of sale  
\_\_\_\_ Not a sale ( Rev. & Tax. Code Section 11927(a))

"Recorded without fee as per Govt. Code Sec. 6103".

\_\_\_\_\_  
Signature of Declarant or Agent Determining Tax

**QUITCLAIM DEED**

**UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (successor in interest to The Western Pacific Railroad Company), Grantor, in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto **COUNTY OF SANTA CLARA**, a political subdivision of the State of California, Grantee, whose address is 101 Skyport Drive, San Jose, California 95110-1302, and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in Santa Clara County, State of California, as more particularly described in **Exhibit A**, hereto attached and hereby made a part hereof.

As-Is. Grantee acknowledges and agrees that the Property has been sold and quitclaimed to and accepted by Grantee in an "as is" condition with all faults, and that the Property has been, or may have been, used for, among other things, railroad operating right-of-way. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property or any of such related matters; in particular, but

without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements (collectively, "Condition of the Property"). Grantee acknowledges that the Property has been sold and quitclaimed on the basis of Grantee's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions and Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

Waiver and Release. GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES GRANTOR, GRANTOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON ACTING ON BEHALF OF GRANTOR, OF AND FROM ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH GRANTEE NOW HAS OR WHICH GRANTEE MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS. WITH RESPECT TO THE FOREGOING RELEASE, GRANTEE EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

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.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed  
as of the 14<sup>th</sup> day of June, 2016.

Attest:

**UNION PACIFIC RAILROAD COMPANY,**  
**a Delaware corporation**

*Sho C. Palmer*  
Assistant Secretary

By: *Tommy K. Love*  
Title: Assistant **Vice** President - Real Estate

(SEAL)

STATE OF NEBRASKA )  
 )  
COUNTY OF DOUGLAS )

On June 14, 2016, before me, a Notary Public in and for said County and State, personally appeared TONY K. LOVE and Anna C. Palmer, **Assistant Vice President – Real Estate** and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Lila L. Howe  
Notary Public

(Notary Seal)

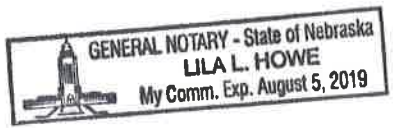




EXHIBIT "A"  
APN 086-32-021 & APN 086-32-028  
MEI006-01-FEE  
PUBLIC STREET

REAL PROPERTY in the City of Milpitas, County of Santa Clara, State of California described as follows:

PARCEL 1

A portion of that certain parcel of land described in the deed recorded June 18, 1951, in Book 2234 of Official Records, at Page 86, Santa Clara County Records, described as follows:

BEGINNING at the intersection of the northerly right-of-way line of Montague Expressway and the easterly right-of-way line of South Milpitas Boulevard;

Thence along the easterly line of the street easement described as Parcel Two in the deed recorded May 29, 1974 in Book 917 of Official Records, at Page 429, Santa Clara County Records, being parallel with and 30 feet easterly of the monument line of said South Milpitas Boulevard, North 11°51'33" West, 116.38 feet;

Thence North 78°08'27" East, 10.00 feet, to the easterly line of the storm drainage ditch easement described as Parcel One in said deed recorded May 29, 1974;

Thence leaving said easterly line, southeasterly along a non-tangent curve to the left, having a radius of 43.00 feet, whose center bears North 69°23'41" East, through a central angle of 47°35'58" for an arc length of 35.72 feet;

Thence South 68°12'17" East, 10.41 feet;

Thence along a tangent curve to the left, having a radius of 43.00 feet, through a central angle of 42°01'35" for an arc length of 31.54 feet;

Thence parallel with and 84 feet northerly of the centerline of said Montague Expressway, North 69°46'08" East, 12.71 feet to a point on the westerly line of that certain parcel of land described in the deed recorded November 9, 2005, in Document No. 18670903 of Official Records, Santa Clara County Records;

Thence along said westerly line and the prolongation thereof, South 11°51'33" East, 64.69 feet to a point on the northerly right-of-way line of Montague Expressway;

Thence parallel with and 20 feet northerly of said centerline, South 69°46'08" West, 80.86 feet to the POINT OF BEGINNING.

Containing an area of 6,475 square feet, more or less.

PARCEL 2

A portion of that certain parcel of land described in the deed recorded June 18, 1951, in Book 2234 of Official Records, at Page 86, Santa Clara County Records, described as follows:

BEGINNING at the intersection of the northerly right-of-way line of Montague Expressway and the easterly right-of-way line of South Milpitas Boulevard;

Thence along the easterly line of the street easement described as Parcel Two in the deed recorded May 29, 1974 in Book 917 of Official Records, at Page 429, Santa Clara County Records, being parallel with and 30 feet easterly of the monument line of said South Milpitas Boulevard, North  $11^{\circ}51'33''$  West, 116.38 feet, to the TRUE POINT OF BEGINNING;

Thence continuing along said easterly line, North  $11^{\circ}51'33''$  West, 281.12 feet, to a curve concentric with and distant 25.00 feet southeasterly from the centerline of the UPRR tracks;

Thence northeasterly along said curve, being a non-tangent curve to the left, having a radius of 407.00 feet, whose center bears North  $53^{\circ}49'03''$  West, through a central angle of  $1^{\circ}55'20''$  for an arc length of 13.66 feet, to the easterly line of the storm drainage ditch easement described as Parcel One in said deed recorded May 29, 1974;

Thence along said easterly line, South  $11^{\circ}51'33''$  East, 290.41 feet;

Thence leaving said easterly line, South  $78^{\circ}08'27''$  West, 10.00 feet to the TRUE POINT OF BEGINNING.

Containing an area of 2,857 square feet, more or less.

NOTE: Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3. Multiply herein described distances by 1.000055711 to obtain ground level distances.

EXHIBIT attached and by this reference made a part thereof.

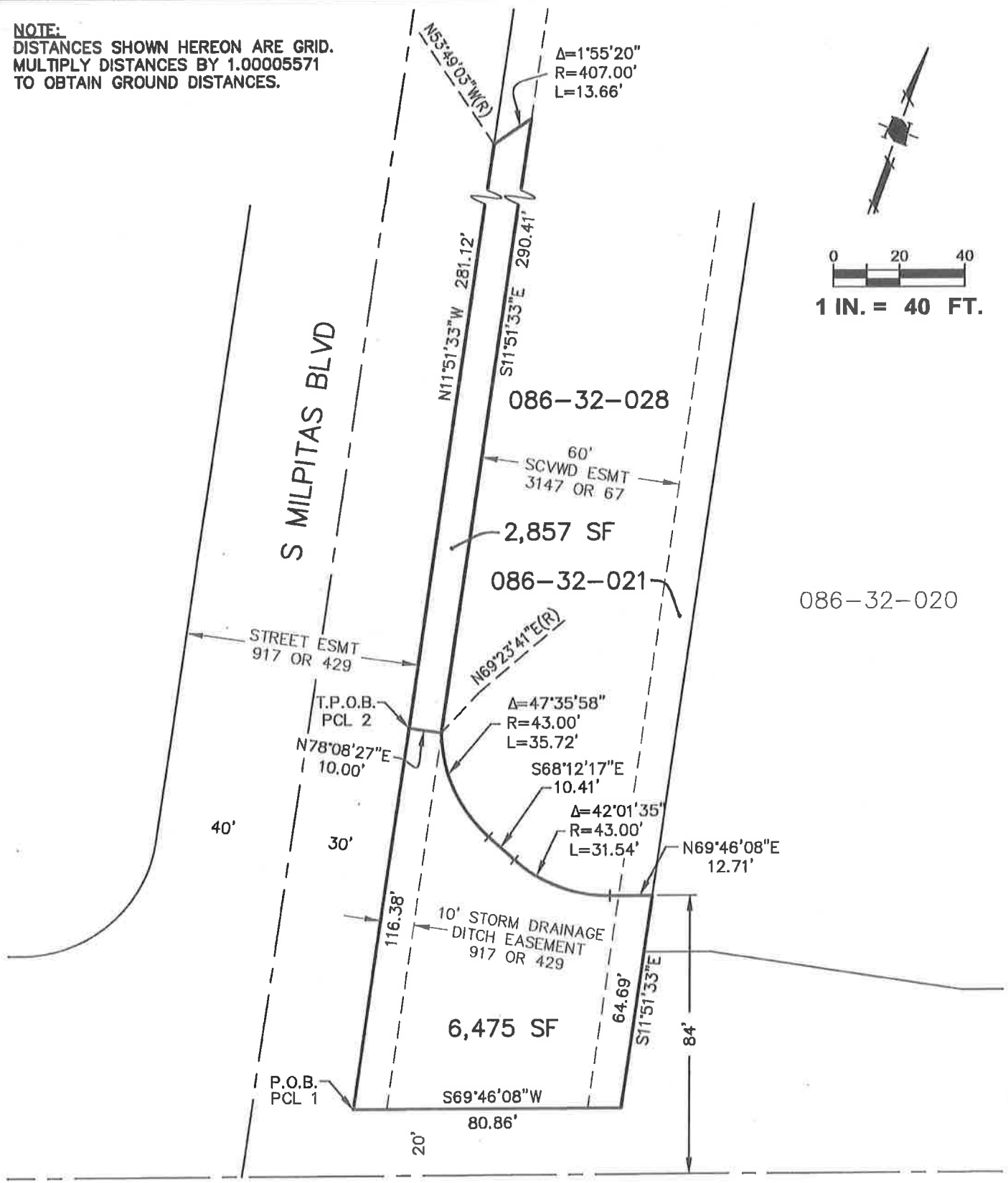
  
Tracy L. Giorgetti, LS 8720



**NOTE:**  
 DISTANCES SHOWN HEREON ARE GRID.  
 MULTIPLY DISTANCES BY 1.00005571  
 TO OBTAIN GROUND DISTANCES.



1 IN. = 40 FT.



MONTAGUE EXPRESSWAY

SHEET 1 OF 1

Date:	8-26-2015
Designed:	-
Drawn:	MHM/SJ
Checked:	TG
Proj. Eng.:	SL
270210PL015	



1670 Oakland Road (408) 487-2200  
 San Jose, CA 95131 HMMca.com

PLAT TO ACCOMPANY DESCRIPTION:  
 PUBLIC STREET  
 ME1006-01-FEE

MILPITAS

CALIFORNIA

**Deed Type:** Quitclaim  
**Project:** Montague Expressway  
**Parcel No.:** MEI-006-001  
**Grantor:** Union Pacific Railroad Company

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

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara, in accordance with that certain resolution adopted on October 7, 1997, and the County further consents to recordation thereof by its duly authorized officer.

Executed this 17<sup>th</sup> day of June, 2016

By:

  
\_\_\_\_\_  
Michael J. Murdter, Director  
Roads & Airports Department