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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: 23341164



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-006-002

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 14th day of June, 2016.

Attest:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

John C. Palmer
Assistant Secretary

By: *Jonk 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
MEI006-02-FEE

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

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, being the TRUE POINT OF BEGINNING;

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, North 11°51'33" West, 419.57 feet to a curve concentric with and distant 25.00 feet southeasterly from the centerline of the UPRR tracks;

Thence southwesterly along said curve, being a non-tangent curve to the right, having a radius of 407.00 feet, whose center bears North 71°45'27" West, through a central angle of 16°01'04" for an arc length of 113.78 feet to said easterly line of the storm drainage ditch easement;

Thence along said easterly line, South 11°51'33" East, 290.41 feet to the TRUE POINT OF BEGINNING.

Containing an area of 25,515 square feet, more or less.

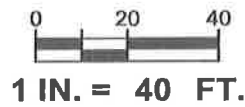
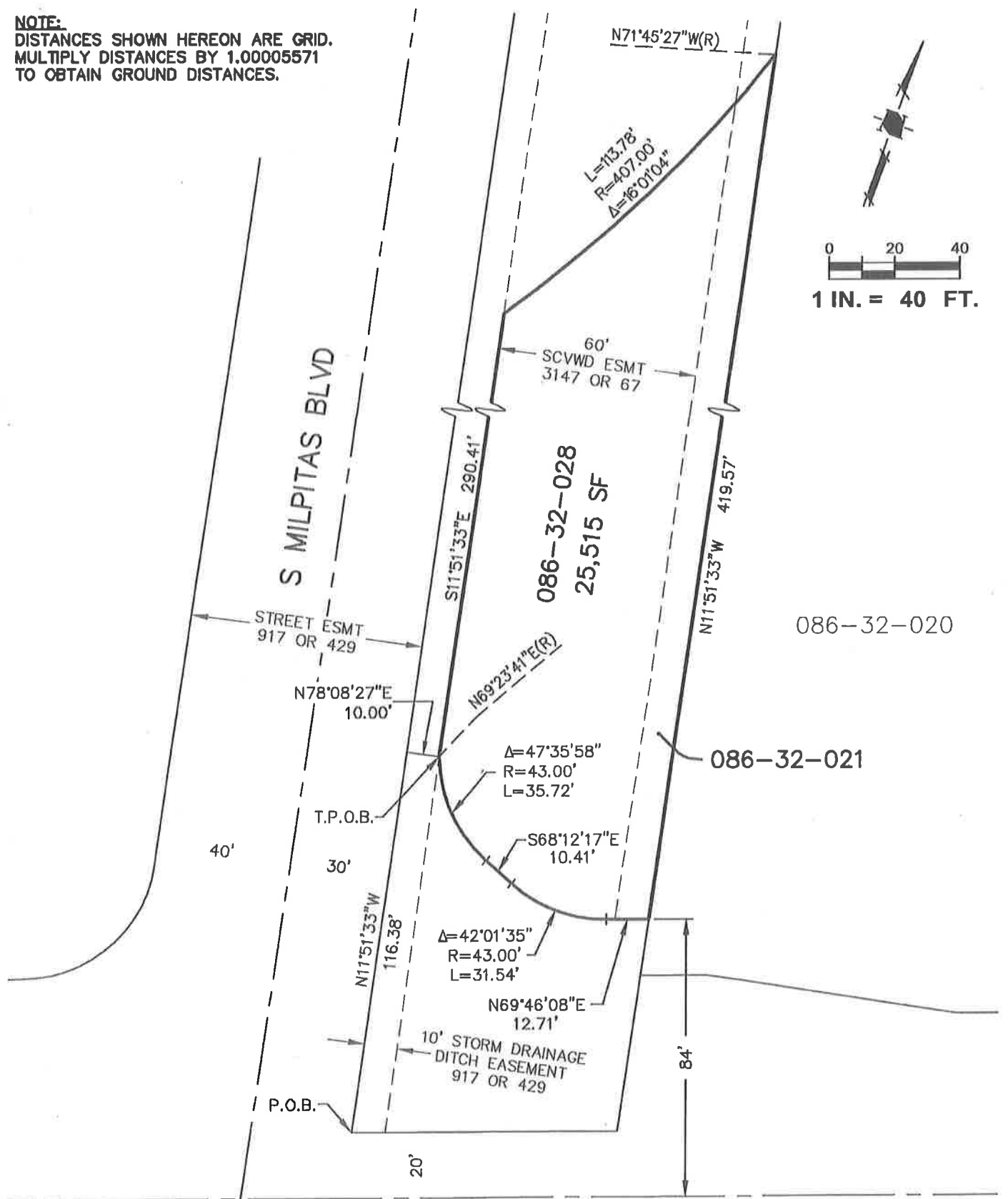
NOTE: Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3. Multiply herein described distances by 1.000055711 to obtain ground level distances.

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.



MONTAGUE EXPRESSWAY

SHEET 1 OF 1

Date:	8-26-2015
Designed:	--
Drawn:	SJ
Checked:	TG
Proj. Engr.:	SL
	270210PL072



1570 Oakland Road
 San Jose, CA 95131
 (408) 487-2200
 HMHca.com

PLAT TO ACCOMPANY DESCRIPTION:
 MEI006-02-FEE

MILPITAS

CALIFORNIA

Deed Type: Quitclaim
Project: Montague Expressway
Parcel No.: MEI-006-002
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 17th day of June, 2016

By: M. J. Murdter
Michael J. Murdter, Director
Roads & Airports Department