

RECORD WITHOUT FEE  
PURSUANT TO GOVERNMENT CODE § 6103

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

City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, California 95050  
Attn: Director of Parks & Recreation

**WITH A CONFORMED COPY TO:**

Irvine Company  
131 Theory  
Irvine, CA 92617  
Attn: General Counsel's Office

(Space Above For Recorder's Use)

**DEDICATION GRANT DEED  
(Santa Clara Square- Meadow Park)**

**THE UNDERSIGNED GRANTOR DECLARES:**

This document is recorded at the request of and for the benefit of the City of Santa Clara, and therefore is exempt from the payment of a recording fee pursuant to California Government Code §§ 6103 and 27383 and from payment of documentary transfer tax pursuant to California Revenue and Taxation Code § 11922.

This DEDICATION GRANT DEED ("***Grant Deed***") is made as of \_\_\_\_\_, 20\_\_\_\_, between 3255 SCOTT BOULEVARD LLC, a Delaware limited liability company ("***Grantor***"), and the CITY OF SANTA CLARA, California, a chartered municipal corporation ("***Grantee***" or "***City***") Grantor and Grantee are collectively referred to herein as the "***Parties***," and individually as a "***Party***."

A. Pursuant to applicable provisions of that certain Development Agreement for Santa Clara Square (Mixed Use) (the "***Project***"), executed on or about January 13, 2016, and recorded in the Official Records of Santa Clara County ("***County***"), California on February 12, 2016 as Document No. 23220238 (the "***Development Agreement***"), and Santa Clara City Code, Chapter 17.35, the Parties (together with others) entered into that certain unrecorded Park Improvement Agreement, dated April 9, 2019 (the "***Park Improvement Agreement***") and that certain Park Maintenance Agreement, dated April 9, 2019, and recorded in the Official Records of the County on \_\_\_\_\_, 2020 as Document No. \_\_\_\_\_ (the "***Park Maintenance Agreement***"). Capitalized terms used in this Grant and not otherwise defined herein shall have the meanings ascribed to them in the Park Improvement Agreement or the Park Maintenance Agreement, as applicable.

B. In accordance with the Park Improvement Agreement, Grantor and/or affiliates thereof timely completed, or caused to be timely completed, and thereupon Grantor accepted, all Parklands Improvements to certain Parklands referred to in the Park Agreement as the “Core Park” (subsequently renamed by Grantee as “Meadow Park”), and more particularly described and depicted on **EXHIBIT A-1** and **EXHIBIT A-2**, respectively, attached hereto and made a part hereof by this reference (herein, the “*Park*”).

C. Pursuant to the Park Improvement Agreement, following completion and acceptance of the Parklands Improvements to the Park, Grantor is obligated to dedicate to Grantee, and Grantee is obligated to accept from Grantor, fee title to the Park by means of a grant deed in form and with such provisions, including reservations of necessary easements and covenants, reasonably acceptable to both Parties.

D. Pursuant and subject to the Park Maintenance Agreement, following completion and acceptance of the Parklands Improvements to the Park, Grantor and/or affiliates thereof are obligated to maintain and repair the Park for the period of time commencing upon the date of Grantee’s acceptance of dedication of the Park following completion of the Parklands Improvements thereon (which the Parties acknowledge and agree is the date of recordation of this Grant) and expiring upon the date that is forty (40) years thereafter or any sooner termination of the Maintenance Agreement as provided therein (defined in the Park Maintenance Agreement and herein as the “*Maintenance Term*”).

E. In order to satisfy their respective obligations under the Park Improvement Agreement with respect to the dedication of fee title to the Park, the Parties now desire to enter into this Grant Deed.

NOW, THEREFORE, in consideration of the above recitals of fact (which are incorporated into this Grant Deed by this reference) and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of Fee.** Grantor hereby dedicates and grants to Grantee, in fee, for use as a community or neighborhood public park, the Park as more particularly described and depicted on **EXHIBIT A-1** and **EXHIBIT A-2**, respectively, attached hereto and made a part hereof, subject to the terms and provisions of this Grant Deed.

2. **Reservation of Easement for Environmental Monitoring.** In making the grant hereunder, Grantor hereby reserves, unto itself and its successors and assigns, together with the right (without the consent of Grantee or any other owner of an interest in the Park) to grant, transfer or license all or a portion of the same to one or more grantees, transferees or licensees, a non-exclusive perpetual easement, appurtenant to the Benefitted Property (as defined below), on, over, under, and across such portions of the Park (collectively, “*Monitoring Easement Areas*”) as may be necessary or appropriate for any maintenance, monitoring, and other actions required by the California Department of Toxic Substances Control or any successor agency thereto (“*DTSC*”) in connection with the Project; together with the right to enter upon such other portions of the Park (without unreasonably interfering with Grantee’s reasonable use and enjoyment thereof) in order to access the Monitoring Easement Areas and any related facilities located therein.

3. **Grant Made Subject To.** The grant hereunder is made subject to each of the following:

3.1 **Taxes and Assessments.** General and special real property taxes and assessments, if any, for the current fiscal year; provided, however, that Grantor shall pay for (i) any such taxes and assessments applicable to the Park prior to the date of recordation of this Grant Deed, and (ii) any assessments, special taxes or other payments arising from bonds, contracts or liens created by, through or as a result of the efforts or activities of Grantor.

3.2 **Parcel Map.** Any and all easements, rights of way, and other rights, and interests in or over the Park or portions thereof as are or may be reserved, dedicated, or granted under or pursuant to that certain Parcel Map entitled “Santa Clara Square – Residential Phase 2”, filed for record in the Office of the Recorder of the County of Santa Clara, State of California on December 6, 2017, in Book 909 of Maps, Pages 14 through 19, inclusive.

3.3 **Condition of Park.** Except for representations made by Grantor in this Grant Deed, the requirement that Grantee accepts (and Grantee hereby accepts) the Park “AS IS,” in the condition that the Park exists as of the date hereof. By accepting the Park, Grantee hereby acknowledges that it has had adequate opportunity to inspect and test the Park to the extent Grantee has deemed to be appropriate. Grantee acknowledges that except as provided in this Grant Deed, Grantor has not made any representations or warranties concerning the condition of the Park or its suitability for the uses provided herein, or any other use, and that Grantor shall have no duty to inspect the Park and no duty to warn the Grantee or any other person of latent or patent defects, conditions or risks, if any, relating to the Park. Notwithstanding any provision herein to the contrary, nothing in this Grant Deed shall create, or be deemed to create, any responsibility or liability on the part of Grantor or any of its affiliates, successors or assigns, with respect to the operation, control, supervision, or policing of the Park, which shall remain the sole obligation of Grantee.

3.4 **Covenants.** The following covenants, conditions, rights and restrictions (collectively, the “***Covenants***”), which shall remain in full force and effect in perpetuity from the date of recordation of this Grant Deed, unless terminated or modified as hereinafter provided. This conveyance of the Park is made by Grantor and accepted by Grantee upon and expressly subject to the Covenants.

a. **List of Covenants.**

i. **Use of Park.** The Park shall be used solely and exclusively for the operation, maintenance, repair, reconstruction and replacement of a neighborhood or community public park and facilities and related active or passive recreational uses by the public. The Park shall be open to the public not earlier than 6:00 a.m. or later than 10:00 p.m. The Park hours shall be set by City ordinance, as may be amended from time to time.

ii. **Maintenance and Repairs.** From and following the expiration or earlier termination of the Maintenance Term under the Maintenance Agreement, the Park shall be maintained and repaired by Grantee to a level at least equal to the level of

maintenance and repairs performed by Grantee within similar public parks located within comparable sites situated elsewhere within the City.

iii. Compliance with Land Use Covenant. Grantee shall at all times, to the fullest extent required by law, comply with the provisions of any DTSC Land Use Covenant recorded against the Park by DTSC or Grantor, its successors or assigns, pursuant to DTSC requirements, the right of recordation of which is hereby expressly reserved unto DTSC and Grantor, its successors and assigns.

b. Matters Related to Covenants.

i. Run with the Land. The Covenants shall run and pass with each and every portion of the Park and be binding upon and burden all persons having or acquiring any right, title or interest in the Park (during their ownership of such interest), or any part thereof, and their successors and assigns. The Covenants shall inure to the benefit of that certain real property located adjacent to or in the vicinity of the Park and more particularly described on Exhibit B attached hereto (the “*Benefitted Property*”), owned as of the date of recording of this Grant Deed by Grantor or its affiliates, and their successors and assigns.

ii. Amendment. The Covenants may be amended by mutual agreement of Grantor and Grantee. Any amendment must be recorded in the Official Records of the County.

4. Miscellaneous.

4.1 Entire Agreement. Except as otherwise expressly set forth herein, this Grant Deed constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof.

4.2 Severability. If any term, provision, covenant, or condition of this Grant Deed is held by a court of competent jurisdiction to be invalid, void or unenforceable, it shall in no way affect, impair or invalidate any other provisions hereof, and the other provisions shall remain in full force and effect.

4.3 Notices. Any and all notices under this Grant Deed shall be in writing and shall be given in the same manner set forth in the notice provision of the Park Maintenance Agreement.

4.4 Applicable Law. This Grant Deed shall be construed in accordance with and governed by the laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

4.5 Authority. Whenever the consent, approval, or authorization of Grantee is required hereunder, such consent, approval, or authorization shall be given by the Director of Parks & Recreation or the City Manager of Grantee.

4.6 Acknowledgments. The Parties acknowledge and agree that the recording of this Grant Deed satisfies in full Grantor's dedication obligations and fees due in lieu of parkland dedication with respect to the Park under all applicable Parkland Requirements, including without limitation Sections 4.7(a) (Parkland Dedication) and 4.7(f) (Timing of Dedication and Construction) of the Development Agreement. Nothing in this Grant Deed shall be deemed to modify or amend the Park Improvement Agreement or the Park Maintenance Agreement.

4.7 Waiver. No waiver of any covenant or other provision of this Grant Deed shall be binding unless executed in writing by the party making the waiver. No waiver of any covenant or other provision of this Grant Deed shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

4.8 Exhibits. The following exhibits are attached to this Grant Deed and incorporated herein by this reference:

<b>Exhibit A-1</b>	Description of Park
<b>Exhibit A-2</b>	Depiction of Park
<b>Exhibit B</b>	Description of Benefitted Property

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant Deed as of the dates set forth below. This Grant Deed shall not be effective for any purpose unless and until the Certificate of Acceptance below has been duly executed by Grantee.

“GRANTOR”

3255 SCOTT BOULEVARD LLC, a Delaware limited liability company

Dated: \_\_\_\_\_  
By (Signature): \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
By (Signature): \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“GRANTEE”

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

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 ORANGE                     )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

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 ORANGE                     )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

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 ORANGE                     )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)



**EXHIBIT A-1**

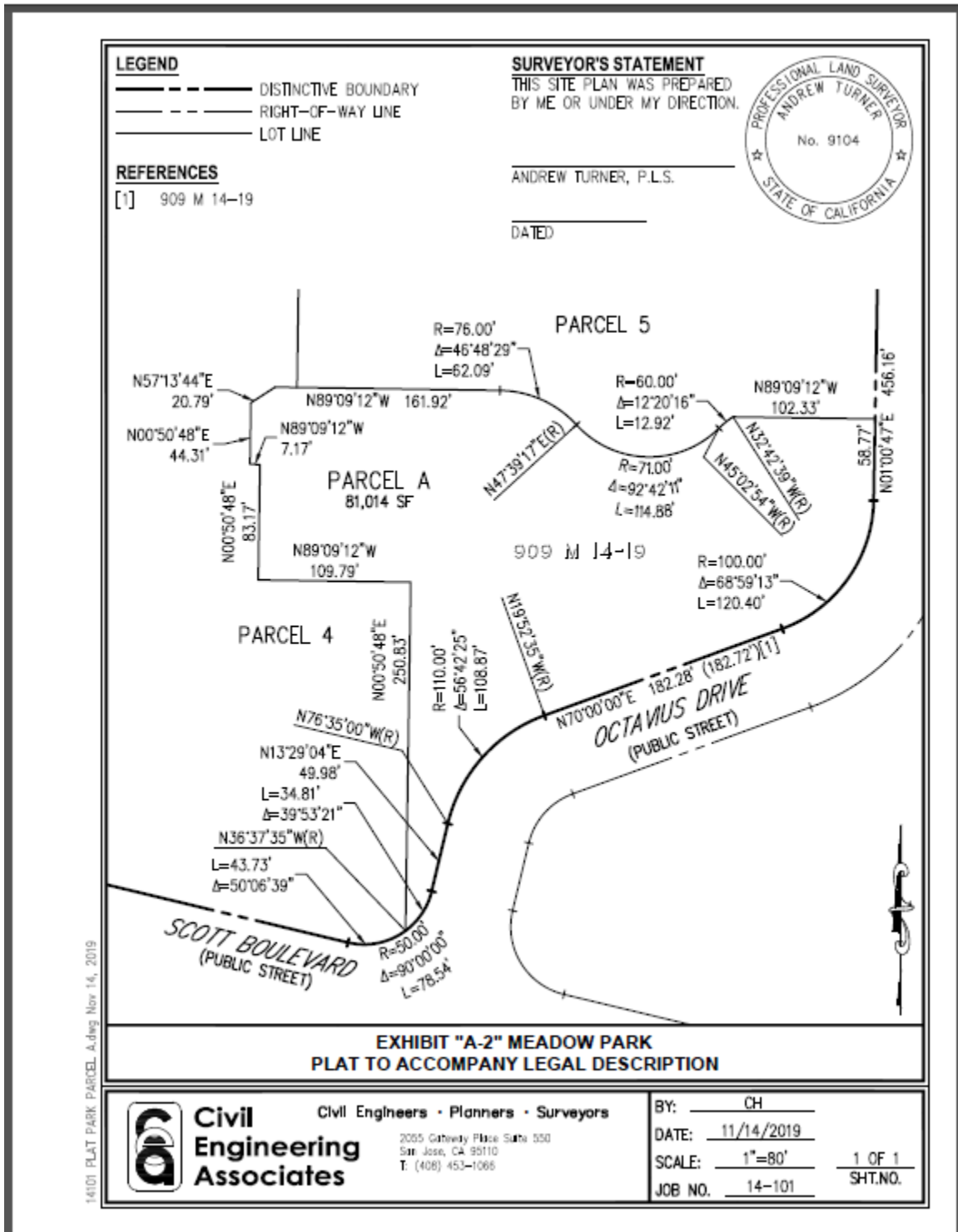
**DESCRIPTION OF PARK**

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel A, as shown on that Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on December 6, 2017, in Book 909 of Maps, Pages 14 through 19, inclusive.

## EXHIBIT A-2

### DEPICTION OF PARK



## **EXHIBIT B**

### **DESCRIPTION OF BENEFITTED PROPERTY**

#### **PARCEL 1**

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 1, as shown on that parcel map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on April 20, 2017, in Book 903 of Maps, Pages 12 through 15, inclusive.

#### **PARCEL 2**

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 2, as shown on that parcel map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on April 20, 2017, in Book 903 of Maps, Pages 12 through 15, inclusive.

#### **PARCEL 3**

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 3, as shown on that parcel map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on December 6, 2017, in Book 909 of Maps, Pages 14 through 19, inclusive.

#### **PARCEL 4**

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 4, as shown on that parcel map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on December 6, 2017, in Book 909 of Maps, Pages 14 through 19, inclusive.

### **PARCEL 5**

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 5, as shown on that parcel map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on December 6, 2017, in Book 909 of Maps, Pages 14 through 19, inclusive.

### **PARCEL 6**

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 6, as shown on that certain Parcel Map recorded on April 25, 2019 in Book 922 of Maps at Pages 54 through 58 in the records of Santa Clara County, California.

### **PARCEL 7**

All that certain real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Parcel 7, as shown on that certain Parcel Map recorded on April 25, 2019 in Book 922 of Maps at Pages 54 through 58 in the records of Santa Clara County, California.

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Dedication Grant Deed dated \_\_\_\_\_, 20\_\_, as made by 3255 SCOTT BOULEVARD LLC, a Delaware limited liability company, to the City of Santa Clara, a chartered California municipal corporation, is hereby accepted by the undersigned City Engineer on behalf of the City Council of the City of Santa Clara pursuant to authority conferred by Ordinance No. \_\_\_\_\_ of such City Council adopted on the \_\_\_\_ day of\_\_\_\_\_, \_\_\_\_\_, and the City consents to the recordation hereof by its duly authorized officer.

\_\_\_\_\_

City Engineer

\_\_\_\_\_

Date