PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS
[1343 The Alameda]

This Purchase and Sale Agreement and Escrow Instructions (ñAgreementò) is entered into as of this ___ day of _____, 2017, by and between the Successor Agency to the Redevelopment Agency of the City of San Jose (ñSellerò) and Buyer as more particularly identified on the last page of this Agreement.

RECITALS

A. Seller is the owner of that certain real property located in the City of San Jose, California, as more particularly described on Exhibit A attached hereto together with all right, title and interest in and to all appurtenances and improvements located thereon, if any (collectively, the ñPropertyò).

B. The Property was previously owned by the Redevelopment Agency of the City of San Jose (ñAgencyò). On June 28, 2011, the Governor signed into law ABX1 26, which provided for the dissolution and winding down of redevelopment agencies throughout the State of California. AB X1 26 was subsequently amended by Assembly Bill 1484 and Senate Bill 107 (collectively, as amended, ñDissolution Legislationò).

C. On January 24, 2012, pursuant to the Dissolution Legislation, the City of San Jose elected to be the Successor Agency to the Agency to administer the dissolution and winding down of the Agency. On February 1, 2012, pursuant to the Dissolution Legislation, the Agency was dissolved by operation of law, and, upon dissolution, all assets, properties and contracts of the Agency, including the Property, were transferred, by operation of law, to the Successor Agency pursuant to the provisions of Health and Safety Code § 34175 (b).

D. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer on the terms and conditions contained in this Agreement.

NOW, THEREFORE, for valuable consideration, and subject to all terms and conditions hereof, Buyer and Seller agree as follows:

1. PURCHASE AND SALE. Pursuant to the terms and conditions contained in this Agreement, Seller hereby agrees to sell the Property to Buyer and, Buyer hereby agrees to purchase the Property from Seller.

2. PURCHASE PRICE. The purchase price (ñPurchase Priceò) for the Property shall be _____ Dollars ($_____), payable by Buyer to Seller in cash at the Closing (as defined in Section 7A below). A non-refundable deposit equal to ten percent (10%) of the Purchase Price shall be deposited into escrow by Buyer within five (5) days after execution of this Agreement by Seller and delivery to Buyer (ñDepositò). At the close of escrow, the Deposit shall be applied to the Purchase Price. Notwithstanding the above, if any of the conditions to closing set forth in Section 4 are not satisfied and escrow fails to close as a result thereof, the Deposit shall be fully refundable to Buyer.

3. ESCROW.

A. Opening of Escrow. Buyer has opened an escrow at the offices of First American Title Company (ñEscrow Holderò) at 1737 North First Street, San Jose, California. Upon mutual execution of this Agreement, Buyer and Seller shall deliver a fully executed copy of this Agreement to Escrow Holder.

B. Closing Date. Escrow shall close within thirty (30) days after satisfaction of the Conditions to Closing set forth in Section 4 B (i) and (ii). For purposes of this Agreement, the closing date (ñClosing Dateò) shall mean the date on

which a grant deed conveying the Property to Buyer is recorded in the Santa Clara County Recorderõs Office.

4. CONDITIONS TO CLOSING.

A. Buyerõs Conditions to Closing. Close of Escrow and Buyerõs obligation to purchase the Property pursuant to this Agreement are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Title. Buyer acknowledges receipt of a preliminary title report prepared by Escrow Holder for the Property (ñTitle Reportò). Except for a Deed of Trust recorded against the Property for the benefit of JPMorgan Chase Bank, National Association (ñJPMorganò), a Deed of Trust recorded against the Property for the benefit of the County of Santa Clara (ñCountyò) and an Easement Agreement recorded against the Property on May 27, 2009 for the benefit of the former Redevelopment Agency and Lydia Tai (ñParking Easementò) (collectively, ñExisting Liensò), Buyer shall acquire the Property subject to all exceptions described in the Title Report, together with all non-delinquent real property taxes and assessments to be assessed against the Property (collectively, ñApproved Exceptionsò). At the Closing, Seller shall deliver title to the Property to Buyer subject only to the Approved Exceptions.

(ii) Delivery of Deed. Seller shall have executed and deposited into Escrow, for delivery to Buyer, the Grant Deed attached hereto as Exhibit B.

If any of the conditions to Buyerõs obligations set forth above fail to occur at or before the Closing Date through no fault of Buyer, then Buyer may cancel the Escrow, terminate this Agreement, and recover any amounts paid by Buyer to the Escrow Holder toward the Purchase Price.

B. Sellerôs Condition to Closing**.** Close of Escrow and Sellerôs obligation to sell the Property to Buyer pursuant to this Agreement, are subject to the satisfaction of the following conditions at or prior to Closing:

(i) Authorization to Sell. Prior to the Closing, Seller shall have obtained any and all authorizations and approvals necessary to sell the Property pursuant to the Dissolution Legislation.

(ii) Termination of Parking Easement. Prior to the Closing, Seller shall have terminated the Parking Easement and shall have obtained the necessary documentation to remove the Parking Easement from title such that Seller can transfer the Property to Buyer free and clear of the Parking Easement.

(iii) No Default. Buyer shall not be in material default of Buyerôs obligations under this Agreement, including, but not limited to, Buyerôs obligation to deliver the Purchase Price into escrow on or before the Closing Date.

If the conditions above have not been satisfied or waived by Seller at or before the Closing Date through no fault of Seller, then Seller may, upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Holder pursuant to this Agreement.

5. REPRESENTATIONS AND WARRANTIES.

A. Buyer hereby represents and warrants to Seller that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

B. Except as provided in Section 4 B (i) above, Seller hereby represents and warrants to Buyer that (i) it has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; (ii) all requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and (iii) no consent of any other party is required.

C. Except as disclosed on those reports set forth on Exhibit C attached hereto (collectively, ñEnvironmental Reportsò), Seller hereby represents and warrants that (i) Seller has not released any Hazardous Materials on the Property, (ii) Seller has no actual knowledge of any release of Hazardous Materials (as defined below) on the Property, and (iii) Seller has not received any notice of any violation of any law, ordinance, rule, regulation or order of any governmental authority pertaining to the Property. For purposes of this Agreement, the term ñHazardous Materialsò shall mean any and all of those materials, substances, wastes, pollutants, contaminants, by-products, or constituents which have been determined to be injurious to health or the environment, including without limitation those designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, and any other materials, substances, wastes, pollutants, contaminants, by-products or constituents requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

D. Seller hereby represents and warrants to Buyer that (i) there are no leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; and (ii) there are no other liens or claims against the Property other than the Existing Liens and the Approved Exceptions.

6. **AS IS CONDITION OF PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR**

REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "IN ITS THEN EXISTING CONDITION AS IS, WHERE IS, WITH ALL FAULTS," EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ANY AGENT PURPORTING TO REPRESENT SELLER, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS, OTHER THAN SUCH REPRESENTATIONS AND WARRANTIES OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, SUBJECT TO SUCH REPRESENTATIONS AND WARRANTIES OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL

BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY EXISTING AT OR OCCURRING PRIOR TO CLOSING. IN CONNECTION THEREWITH, BUYER 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";

THE COVENANTS SET FORTH IN THIS SECTION SHALL SURVIVE CLOSE OF ESCROW AND DELIVERY OF THE GRANT DEED.

7. CLOSING OF ESCROW.

A. Delivery of Documents and Payment. At or prior to Closing, Seller shall deposit into Escrow documents sufficient to remove the Existing Liens from the Property (ñReconveyancesò) and a Grant Deed in the form attached hereto as Exhibit

B, properly executed and acknowledged by Seller, in favor of Buyer, containing the legal description of the Property subject only to the Approved Exceptions. At or prior to Closing, Buyer and Seller shall have each deposited into Escrow any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Seller the Purchase Price, when (1) Escrow Holder holds, and is able to record, the Reconveyances and the Grant Deed, (2) Escrow Holder is prepared to issue to Buyer the Title Policy as provided in Section 7 B below, and (3) the conditions specified in Section 4 have been satisfied or waived.

B. Title Insurance. At the Close of Escrow, Buyer shall obtain from Escrow Holder a standard coverage American Land Title Association (ñALTAò) ownerôs form policy of title insurance in the amount of the Purchase Price insuring title to the Property in the name of Buyer subject only to the Approved Exceptions and the standard printed exclusions from coverage of an ALTA standard title policy (ñTitle Policyò).

C. Recordation and Delivery. At the Closing, Escrow Holder shall (1) forward the Reconveyances and the Grant Deed to the recorder for recordation, and (2) deliver the Title Policy as provided in Section 7 B below.

8. BROKERS. Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

9. FIRPTA. Seller warrants that it is not a foreign person or entity as defined in the Foreign Investors Real Property Tax Act and prior to the close of escrow Seller will deposit an affidavit certifying same. Escrow Holderôs duties pertaining to these

provisions are limited to the receipt from Seller of such affidavit prior to the close of escrow and delivery to Buyer of such affidavit at the close of escrow.

10. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the applicable laws of the State of California.

11. PROPERTY TAXES. Buyer shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period on or after the Closing. Seller shall be responsible for any property or other taxes assessed against the Property to the extent attributable to the period prior to the Close of Escrow.

12. CLOSING COSTS. Buyer and Seller shall split equally the documentary transfer taxes, customary escrow fee and charges and recordation fees and the cost of the Title Policy. Any endorsements to the Title Policy requested by Buyer shall be paid for by Buyer. Rental payments, real property taxes and assessments, utility and other operating costs of the Property, if any, shall be prorated at Closing.

13. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by national overnight courier service, sent by facsimile transmission, if also sent by one of the other methods provided in this Section, or sent by registered or certified mail, first class postage prepaid, return receipt requested, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice, (ii) the date of the facsimile transmission, or (iii) three (3) business days after the date of posting with the United States Postal Service at the following addresses:

To Buyer:	At the Address as set forth on the Signature Page
To Seller:	Successor Agency 200 East Santa Clara Street, 13th Fl Tower San Jose, CA 95113 Attention: Managing Director

With a Copy To: Office of City Attorney
200 East Santa Clara Street, 16th Fl Tower
San Jose, CA 95113
Attention: City Attorney

To Escrow Holder: First American Title Company
1737 N. First Street,
San Jose, California 95110
Attention: Linda Tugade

Any party to this Agreement may change its address for receipt of notices by giving notice of such change to the other party in the manner set forth in this Section. Neither the rejection of a notice by the addressee or the inability to deliver a notice because of a change of address for which no change of address notice was received, shall affect the date on which such notice is deemed received.

14. RECEIPT OF PROPERTY DOCUMENTS. Buyer acknowledges that it has received and had the opportunity to review the following documents:

(i) The Title Report; and

(ii) The Environmental Reports, if any.

15. MISCELLANEOUS.

A. Time. Time is of the essence of this Agreement with respect to each and every provision hereof in which time is a factor.

B. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes any and all prior agreements and understandings between the parties. No change in, modification of or amendment to this Agreement shall be valid unless set forth in writing and signed by all of the parties subsequent to the execution of this Agreement.

C. Further Assurances. Each of the parties agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to the Closing Date, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

D. Successors. Subject to the provisions of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, representatives, successors and assigns.

E. Severability. In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall be effective only to the extent of such determination and shall not prohibit or otherwise render ineffective any other provision of this Agreement.

F. Exhibits. References herein to exhibits are to Exhibit A, Exhibit B and Exhibit C attached hereto, which exhibits are hereby incorporated by reference.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

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

SELLER

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY
OF THE CITY OF SAN JOSE

APPROVED AS TO FORM:

_____
Senior Deputy City Attorney

_____
Managing Director

BUYER

_____

_____

_____

Dated:_____

BUYER'S ADDRESS:

_____

_____

_____

ACCEPTANCE BY ESCROW HOLDER
FIRST AMERICAN TITLE COMPANY

By: _____
Name: _____
Title: _____
Escrow Opens: _____, 2017

EXHIBIT A

PROPERTY DESCRIPTION

Real property in the City of San Jose, County of Santa Clara, State of California, described as
follows:

ALL THAT PROPERTY SITUATE IN THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF HANCHETT AVENUE DISTANT THEREON 10 FEET NORTHEASTERLY FROM THE MOST SOUTHERLY CORNER OF LOT 10 IN BLOCK 17, AS SHOWN UPON THE MAP HEREINAFTER REFERRED TO; THENCE NORTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 10, 57.79 FEET TO A POINT WHICH IS 17 FEET SOUTHEASTERLY MEASURED AT A RIGHT ANGLE FROM THE DIVIDING LINE BETWEEN LOTS 10 AND 11 IN SAID BLOCK 17; THENCE NORTHEASTERLY 49.04 FEET TO A POINT WHICH IS 9 FEET SOUTHEASTERLY MEASURED AT A RIGHT ANGLE FROM THE SAID DIVIDING LINE BETWEEN LOTS 10 AND 11, AND EIGHTY (80) FEET SOUTHEASTERLY (AND PARALLEL WITH AND 9 FEET SOUTHEASTERLY FROM SAID DIVIDING LINE) FROM THE SOUTHWESTERLY LINE OF ALAMEDA, THENCE NORTHEASTERLY AND PARALLEL WITH THE SAID DIVIDING LINE BETWEEN SAID LOTS 10 AND 11, 80 FEET TO THE SOUTHWESTERLY LINE OF THE ALAMEDA; THENCE ALONG SAID LINE OF THE ALAMEDA SOUTHEASTERLY 49.28 FEET TO THE POINT OF INTERSECTION OF SAID LINE OF THE ALAMEDA WITH THE NORTHWESTERLY LINE OF HANCHETT AVENUE; THENCE SOUTHWESTERLY AND ALONG THE NORTHWESTERLY LINE OF HANCHETT AVENUE 129.45 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF LOT 10 IN BLOCK 17, AS THE SAME AREA UPON THE MAP ENTITLED, "HANCHETT RESIDENCE PARK, ADJACENT TO THE CITY
OF SAN JOSE, CALIFORNIA", AND WHICH SAID MAP IS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY, IN BOOK "L" OF MAPS, PAGE 53, RECORDS OF SAID COUNTY.

APN: 261-23-064

EXHIBIT B

FORM OF GRANT DEED

When recorded mail to:
_____
_____
_____
_____

APN:_____

GRANT DEED

The undersigned Grantor(s) declare(s): DOCUMENTARY TRANSFER TAX $_____; CITY TRANSFER TAX $_____; SURVEY MONUMENT FEE $_____

[_____]_____
Signature of Declarant

[_____] computed on the consideration or full value of property conveyed; OR
[_____] computed on the consideration or full value less of liens and/or encumbrances remaining at time of sale,
[_____] unincorporated area; [x] City of San Jose, and
[_____] Exempt from transfer tax; Reason:

_____
Declarantôs signature (must be signed if no transfer tax is being paid)

Mail Tax Statement to: same as above address

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Successor Agency to the Redevelopment Agency of the City of San Jose (ñGrantorò) hereby grants to _____, a California _____ ("Grantee") all that real property situated in the City of San Jose, County of Santa Clara County, State of California as more particularly described in Exhibit A attached hereto (ñPropertyò).

(1) This conveyance is made subject to any exceptions to title noted in Exhibit B attached hereto, which exceptions and reservations are set forth solely to note items to which the title granted by this Grant Deed is subject and shall in no event extend or expand the effect of such exceptions on the title herein conveyed.

(2) Grantee covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, or on the basis of actual or perceived gender identity, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property.

(3) The covenants against discrimination set forth in paragraph (2) of this Grant Deed shall remain in perpetuity and shall not be subject to release.

(4) In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that the Grantor shall be deemed a beneficiary of the agreements and covenants provided hereinabove in Sections (2) and (3) both for and in its own right and also for the purposes of protecting the interests of the community. All such covenants without regard to technical classification or designation shall be binding for the benefit of the Grantor, and such covenants shall run in favor of the Grantor for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. Grantor shall have the right, in the event of any breach of any such agreements or covenants, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

(5) No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in the Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest recorded against the Property; provided, however, that any subsequent owner of the Property or portion thereof shall, from and after its acquisition of title to the Property, unless or to the extent otherwise released, be bound by such covenants, conditions, restrictions, limitations, and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

(6) None of the terms, covenants, agreements or conditions heretofore agreed upon in writing between the parties to this Grant Deed with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to said Property shall be deemed to be merged with this Grant Deed.

(7) Except as otherwise expressly provided, the covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions

which might result in forfeiture of title and in no event shall a violation or breach of the covenants, conditions, restrictions, terms, and provisions contained in this Grant Deed result in a forfeiture of title.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this _____ day of _____, 2017.

ñGrantorò

SUCCESSOR AGENCY TO THE REDEVELOPMENT OF THE CITY OF SAN JOSE

Approved as to form:

_____
Senior Deputy City Attorney

By:_____
Richard Keit
Managing Director

The Grantee hereby accepts this written deed, subject to all of the matters hereinabove set forth.

GRANTEE:

_____

By: _____

Its: _____

EXHIBIT A

Legal Description

Real property in the City of San Jose, County of Santa Clara, State of California, described as
follows:

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF HANCHETT AVENUE DISTANT THEREON 10 FEET NORTHEASTERLY FROM THE MOST SOUTHERLY CORNER OF LOT 10 IN BLOCK 17, AS SHOWN UPON THE MAP HEREINAFTER REFERRED TO; THENCE NORTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 10, 57.79 FEET TO A POINT WHICH IS 17 FEET SOUTHEASTERLY MEASURED AT A RIGHT ANGLE FROM THE DIVIDING LINE BETWEEN LOTS 10 AND 11 IN SAID BLOCK 17; THENCE NORTHEASTERLY 49.04 FEET TO A POINT WHICH IS 9 FEET SOUTHEASTERLY MEASURED AT A RIGHT ANGLE FROM THE SAID DIVIDING LINE BETWEEN LOTS 10 AND 11, AND EIGHTY (80) FEET SOUTHEASTERLY (AND PARALLEL WITH AND 9 FEET SOUTHEASTERLY FROM SAID DIVIDING LINE) FROM THE SOUTHWESTERLY LINE OF ALAMEDA, THENCE NORTHEASTERLY AND PARALLEL WITH THE SAID DIVIDING LINE BETWEEN SAID LOTS 10 AND 11, 80 FEET TO THE SOUTHWESTERLY LINE OF THE ALAMEDA; THENCE ALONG SAID LINE OF THE ALAMEDA SOUTHEASTERLY 49.28 FEET TO THE POINT OF INTERSECTION OF SAID LINE OF THE ALAMEDA WITH THE NORTHWESTERLY LINE OF HANCHETT AVENUE; THENCE SOUTHWESTERLY AND ALONG THE NORTHWESTERLY LINE OF HANCHETT AVENUE 129.45 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF LOT 10 IN BLOCK 17, AS THE SAME AREA UPON THE MAP ENTITLED, "HANCHETT RESIDENCE PARK, ADJACENT TO THE CITY
OF SAN JOSE, CALIFORNIA", AND WHICH SAID MAP IS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY, IN BOOK "L" OF MAPS, PAGE 53, RECORDS OF SAID COUNTY.

APN: 261-23-064

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____,
Date *Here Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

_____,

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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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State of California)
County of _____)

On _____ before me, _____,
Date *Here Insert Name and Title of the Officer*

personally appeared _____
Name(s) of Signer(s)

_____,

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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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EXHIBIT C

LIST OF ENVIRONMENTAL REPORTS

None