TO: CITY COUNCIL

SUBJECT: Approval of an Exchange Agreement and Quit Claim Deed for the Exchange of a 1,525 Square Foot Portion of Public Street Right-of-Way Land Along San Antonio Road for a 28,098 Square Foot Privately Owned Parcel of Land Located Under the San Antonio Road Overpass to Secure and Maintain a Public Access Road to the Former Mayfield Mall Site at 200 San Antonio Road

This replaces Item #1268, previously submitted for your review and consent, for the January 18, 2011 meeting. The attachments were misaligned in the previous version.

LALO PEREZ
Director of Administrative Services Department

JAMES KEENE
City Manager
City of Palo Alto
City Council Staff Report

Report Type: Consent Calendar  Meeting Date: 1/18/2011

Title: Approval of an Agreement and Quit Claim Deed

Subject: Approval of an Exchange Agreement and Quit Claim Deed for the Exchange of a 1,525 Square Foot Portion of Public Street Right-of-Way Land Along San Antonio Road for a 28,098 Square Foot Privately Owned Parcel of Land Located Under the San Antonio Road Overpass to Secure and Maintain a Public Access Road to the Former Mayfield Mall Site at 200 San Antonio Road

From: City Manager

Lead Department: Administrative Services

RECOMMENDATION
Staff recommends that Council authorize the Mayor to sign an Exchange Agreement and Quitclaim Deed (Attachment A) for the exchange of a 1,565 square foot portion of public street right-of-way land along San Antonio Road for a 28,098 square foot privately owned parcel of land located under the San Antonio Road overpass to secure and maintain a public access road to the former Mayfield Mall site at 200 San Antonio Road

BACKGROUND
In June 2006, the City of Mountain View approved a project for redevelopment of the Mayfield Mall/Hewlett Packard site at 200 San Antonio Road with 450 units of multiple family housing. The entire project site, owned by Hewlett Packard (Owner), located at the corner of Central Expressway and San Antonio Road contains 24 acres, 19.8 acres are located with the City of Mountain View and 4.2 are located within the City of Palo Alto. On April 17, 2008, the Palo Alto Architectural Review Board (ARB) approved plans, with conditions, for the 45 units to be built upon the 4.2 acre Palo Alto portion of the project (Project). On July 27, 2009, Council adopted Ordinance No. 5046 (CMR:209:09) approving a Development Agreement extending the ARB approval and Vesting Tentative Map approval for the Project to February 26, 2014, to be consistent with the expiration of approvals for the larger portion of the housing project located in the City of Mountain View.

One of the ARB conditions of approval for the Project ensured public access to the development through an existing underpass roadway serving San Antonio Road. This condition required that the Owner acquire a privately-owned parcel (Kelly Parcel) on the West side of San Antonio Avenue on which the access road to the underpass lies and then deed this parcel to the City of Palo Alto (Attachment B). The 28,089 square-foot Kelly parcel was acquired by Hewlett Packard after months of negotiation at a cost of $25,000. Another ARB condition noted that
the approved Tentative Map plans require the Owner to acquire a 1,565 square-foot City-owned right-of-way parcel (City Parcel) adjacent to both San Antonio Avenue and the Project property (Attachment C). The ARB condition notes that “if the applicant is unable to secure the small City owned parcel, the alternate site plan shall be considered”.

DISCUSSION
During the ARB approval process there was discussion that the Owner would acquire from the City the small 1,565 portion of City right-of-way, to provide for the design as approved in the Tentative Map. The approved site plan is not significantly different from the alternative, but it does have some benefits in terms of design configuration. It will provide for a less cramped site layout which eliminates some of the necessary setback encroachments. It removes a unit from one building (Building 4) and places it at another building (Building 8) providing a greater setback at the entry to the project (see Attachments D and E).

The 1,565 square foot City Parcel is triangular in shape with 99.20 feet of frontage along San Antonio Road, immediately north of Central Expressway/Alma Street. The parcel overlays a portion of the San Antonio Road right-of-way; however, it is not necessary for the movement of traffic on San Antonio Road. It lies partially within an area that was used at one time as an access roadway/driveway to the Owners parcel at 200 San Antonio Road. It contains 3 pine trees, ground cover and some asphalt paving and concrete curbing (see Attachment E). The parcel is zoned Public Facility (PF) which permits only public use. The Owner intends to apply for a zone change once the parcel is conveyed to them to become incorporated into the Project.

Appraisal
To aid in making an informed decision concerning the proposed exchange, staff contracted for an independent appraisal of the City Parcel prepared by a Member of the Appraisal Institute (M.A.I.). The purpose of the appraisal was to provide an opinion of the market value of the City Parcel based on its highest and best use. By itself, the size and location of the City parcel is severely limiting and could not be developed independently. The appraisal concludes the highest and best use is to assemble the City Parcel with the adjoining property of the Owner. Given this limited use, the market value of the parcel is determined by comparing the value of the Project with and without the inclusion of the City Parcel. The addition of the City Parcel will not affect the density or development rights accruing to the project, but, as described above, it will affect the design configuration in terms of location and placement of units in buildings. The appraisal concludes that only one unit is affected in terms of increased market appeal and value. The additional landscaped area afforded by the City parcel is essentially an amenity to one of the town home units, which will provide an approximate 2 percent increase in value over a competing unit. Using comparable direct sales of similar units to determine the value of this town home the appraisal concludes a market value for the City Parcel of $22,500.
Exchange

Both the Kelley and City Parcels are irregularly-shaped and are overlain by or adjacent to public rights-of-way and roadway improvements. The Kelley Parcel is larger, however, its market value of $25,000 is comparable to the $22,500 value of the City Parcel. In accordance with the ARB approval condition, the Developer has acquired the Kelley Parcel and deeded it to the City. In addition, as required by the ARB approval, the developer of the project must upgrade the access road upon the former Kelley Parcel to City standards. This benefits the City by assuring public access to the Project through the San Antonio Road underpass. The conveyance of the City Parcel to the Owner provides for a more desirable site layout as provided in the approved Tentative Map. In summary, the parcels are equivalent in value, and maintain or provide public benefit by continuing access through the former private access road and by providing the layout as approved in the Tentative Map, therefore, the exchange as requested by the Developer is recommended.

RESOURCE IMPACT

The Owner has paid the $1,260 deed preparation processing fee required by the Palo Alto Municipal Code and has reimbursed the City for the cost of the appraisal. The parcels proposed for exchange have offsetting equal economic value and the proposed exchange involves no cost to the City. The Developer will pay for any escrow costs and recording charges.

POLICY IMPLICATIONS

The recommendation does not represent any change to City policies. The Planning Department has determined that the quit claim of the City Parcel does not impact the sites conformity with the Palo Alto Comprehensive Plan.

ENVIRONMENTAL REVIEW

An Environmental Impact Report for the development project was adopted in June of 2006. The proposed quitclaim for the City Parcel as assemblage to the adjacent owner are categorically exempt from the review under the California Environmental Quality Act (CEQA) pursuant to Title 14 California Code of Regulations Section 15305 as a minor alteration in land use limitations.

ATTACHMENTS:

- Attachment A: Exchange Agreement and Quit Claim Deed (PDF)
- Attachment B: Kelly Parcel (PDF)
- Attachment C: City Parcel (PDF)
- Attachment D: Site Plan With Assembled City Parcel (PDF)
- Attachment E: Site Plan Without Assembled City Parcel (PDF)

Prepared By: Martha Miller, Manager, Real Property

January 18, 2011
(ID # 1268)
ATTACHMENT A  
(Page 1 of 17)  

AGREEMENT FOR EXCHANGE OF REAL PROPERTY  

THIS AGREEMENT FOR EXCHANGE OF REAL PROPERTY ("Agreement") is dated January 2010 ("Effective Date"), and is made by and between HEWLETT-PACKARD COMPANY, a Delaware corporation ("Developer"), and the CITY OF PALO ALTO, a California municipal corporation ("City"). City and Developer are herein collectively referred to as the "Owners."  

RECITALS  

A. City is the owner of certain real property (referred to herein as the "Triangle"), located within the City of Palo Alto, California, consisting of an approximately 0.12-acre remainder portion of land underlying the public right of way for San Antonio Road and which is more fully described and depicted on Exhibit "A" to this Agreement. City intends to convey the Triangle to Developer so that it may be incorporated into Developer's approved site plan for the "Mayfield" residential development project ("Project"), located at 200 San Antonio Road.  

B. In connection with the Project, by that certain Grant Deed recorded in the Official Records of Santa Clara County, California on April 9, 2010 as Document No. 20672467, a copy of which is attached hereto as Exhibit "B", Developer caused to be conveyed to City certain real property (referred to herein as the "Kelley Parcel") located within the City of Palo Alto, California, consisting of an approximately 0.59 acre remainder portion of land underlying the public right of way for an underpass serving San Antonio Road. The Triangle and the Kelley Parcel are collectively referred to herein as the "Properties."  

C. Incident to City's issuance of land use approvals ("Approvals") for the Project, specifically a Vesting Tentative Subdivision Map and Architectural Review Board design approval, City desired Developer to cause the Kelley Parcel to be conveyed to City. In anticipation of Developer acquiring rights to the City owned Triangle, City has approved the Project in a site design configuration which included the Triangle as part of the Project. The Kelley Parcel and the Triangle are both small, irregularly-shaped fragments of real property overlain by or adjacent to public rights of way and roadway improvements, and such Properties therefore have no feasible economic use and no objective value to any third party.  

D. As contemplated in the Approvals, City and Developer now desire to complete the previously anticipated exchange of the Triangle and the Kelley Parcel.  

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, City and Developer agree as follows:  

TERMS AND CONDITIONS  

1. Exchange of Properties: In exchange for the acknowledged conveyance of the Kelley Parcel to the City, City agrees to transfer and convey the Triangle to Developer upon the terms and conditions of this Agreement. The Owners agree that the reciprocal conveyances described herein are an exchange of real properties with offsetting equal economic values and no additional monetary remuneration shall be paid to either party.
2. **Title and Conveyance of the Triangle:** At the Property Closing (defined below), City shall convey the Triangle to Developer by quit claim deed in the form attached hereto as Exhibit "C" (the "Triangle Deed"), with title free from any public rights of way and other rights of the public. It shall be a condition to the Property Closing that First American Title Insurance Company ("Title Company"), be irrevocably committed to issue, subject only to payment of its premium therefore, a standard owner's ALTA policy of title insurance (the "Triangle Title Policy"), in form and substance acceptable to Developer, insuring the simple title to the Triangle vested in Developer, subject only to exceptions approved by Developer during the Due Diligence Period (as defined below). City will complete any necessary abandonment of any public rights of way and other rights of the public in or over the Triangle prior to the Property Closing.

3. **Inspection:**

   3.1 **Documents:** To the extent such items are in City's possession or reasonably within City's control, City shall make available for inspection by Developer, the information and documents available in City's files concerning the Triangle, within ten (10) days after the date of this Agreement.

   3.2 **Due Diligence:** Developer and its agents shall have until 5:00 p.m., Pacific Time on the thirtieth (30th) day following the full execution and delivery of this Agreement by the Owners (the "Due Diligence Period") in which to examine, inspect, and investigate the Triangle and, in Developer's sole discretion, to determine whether the same is satisfactory to Developer. Developer may elect for any reason, in its sole discretion, to terminate this Agreement pursuant to this Section 3.2 by giving notice of termination (the "Due Diligence Termination Notice") to City on or before the end of the Due Diligence Period. Developer shall be deemed to have approved such examination, inspection and investigation, and this Agreement shall continue in full force and effect, if Developer does not deliver a Due Diligence Termination Notice to City as specified herein. In the event Developer elects to terminate this Agreement pursuant to this Section 3.2, then neither Developer nor the City shall thereafter have any further rights or obligations under this Agreement unless expressly provided otherwise herein. Developer shall have reasonable access to the Triangle during the term of this Agreement for the purpose of conducting surveys, architectural, engineering, geotechnical and environmental inspections and tests, and other inspections, studies, and tests desired by Developer (collectively, "Inspections"); provided, however, that Developer shall not conduct any physical testing, boring, sampling or removal (collectively, "Physical Testing") of any portion of the Triangle without first obtaining the written consent of City. Developer, on behalf of itself and its agents, hereby waives all claims against City for any injury to persons or damage to property arising out of any Inspections or Physical Testing, including, without limitation, any damage to the tools and equipment of Developer or its agents, and agrees to indemnify, protect, defend and hold the City harmless from and against any and all claims, liabilities, damages, costs and expenses of any kind or character arising from, related to or caused by Developer's entry upon the Triangle or the performance of the Inspections and any Physical Testing by Developer or its agents.
4. Conditions to Property Closing:

4.1 Conditions. The obligations of the parties under this Agreement to complete the Property Closing are subject to the satisfaction on or before the date of the Property Closing of the following conditions precedent:

4.1.1 The obligation of City to complete the Property Closing shall be conditioned on the satisfaction of the following conditions: (a) the City shall have acquired the Kelley Parcel (which condition the City hereby acknowledges has been satisfied), and (b) Developer shall not be in default of any covenant, representation or warranty under this Agreement.

4.1.2 The obligation of Developer to complete the Property Closing shall be conditioned on the satisfaction of the following conditions: (a) the Title Company shall have issued or shall have committed to issue, upon the sole condition of the payment of its regularly scheduled premium, the Triangle Title Policy, and (b) the City shall not be in default of any covenant, representation or warranty under this Agreement.

4.2 Failure of Conditions. If any of the conditions set forth in Section 4.1 are not timely satisfied or waived by the applicable party and neither party is in default hereunder, then the party benefited by such condition may by written notice to the other party terminate this Agreement and the rights and obligations of City or Developer shall terminate and be of no further force or effect except as to those matters as specifically stated in this Agreement to survive termination. In the event of the failure of any such condition due to a default by one of the Owners, such default may be waived by the non-defaulting party in which event the Property Closing shall proceed, and in the absence of any such waiver Section 8 below shall apply.

4.3 Satisfaction of Conditions. The occurrence of the Property Closing shall constitute satisfaction of conditions set forth in Section 4.1 that were not otherwise specifically satisfied or waived by the Owners.

5. Escrow:

5.1 Opening of Escrow: Once this Agreement has been fully executed, the Owners shall open an escrow ("Escrow") with the Title Company. The Owners shall also execute such further escrow instructions as the Title Company may reasonably require in connection with the Property Closing so long as such instructions are consistent with the provisions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the provisions of any escrow instructions, the terms and conditions of this Agreement shall control.

5.2 Property Closing: Subject to the satisfaction or waiver of the conditions to the Property Closing set forth in Section 4.1 hereof, the closing ("Property Closing") shall occur at the offices of the Title Company, and be completed on or before the earlier of: (a) the date which is ten (10) business days following the date upon which Developer gives notice to City that Developer desires to close the transaction, or (b) March 31, 2011. It is understood and agreed by the Owners that the Property Closing may occur concurrently with Developer's conveyance of the Project to a third party and such third party may be the Developer's nominee.
to take title to the Triangle pursuant to Section 13 below. Each of the Owners agree to work with the other party, such third party which is acquiring the Project and any escrow or title officers involved in the conveyance of the Project, so that the Property Closing and the closing of Developer's conveyance of the Project shall occur concurrently.

5.3 **Triangle Deed; Further Assurances:** City shall deliver the duly executed and acknowledged Triangle Deed into Escrow within ten (10) business days following the expiration of the Due Diligence Period. The Owners shall each deposit such other instruments as are reasonably required by the Title Company or otherwise required to consummate the exchange of the Properties in accordance with the terms hereof.

5.4 **Taxes; Closing Costs:** Developer shall accept the Triangle subject to any non-delinquent real property taxes and assessments. Developer shall pay for the cost of the Triangle Title Policy as well as all other escrow costs and recording charges, or any other charges required to close escrow on this Agreement.

6. **No Brokers and Finders:** Neither party has had any contact or dealings regarding the Triangle or the Kelley Parcel through any real estate broker, finder or other person who can claim a right to a commission or finder's fee in connection with the transaction contemplated herein. Each party agrees to protect, defend, indemnify and hold harmless the other party from and against any and all commissions, fees and other compensation claimed by any broker, finder or third party arising by virtue of this transaction whose commissions, fees or other compensation, or any claim therefor, arises from acts of the indemnifying party. The obligations of indemnity contained in this Section 6 shall survive the Property Closing or the earlier expiration or termination of this Agreement.

7. **As-Is; Mutual Release:** Each of the Owners represents, warrants and covenants to the other party that: (i) Owners are familiar with and have investigated the Triangle and the Kelley Parcel and all matters pertaining thereto, and there are no representations or warranties of any kind whatsoever, express or implied, made by the Owners to each other in connection with this Agreement, the exchange of the Triangle for the Kelley Parcel, the physical condition of the Properties, or whether the Properties comply with applicable laws or are appropriate for the Owners' respective intended uses, as applicable (except any representations given by City to Developer in connection with the development or entitlement process of the Project); (ii) except as expressly set forth in this Agreement, neither party is relying on any statement or representation made by the other party, or the other party's agents or representatives; (iii) the Owners are aware (or have voluntarily chosen not to be aware) of all zoning regulations, other governmental requirements, site and physical conditions, title and other matters affecting the ownership, use and condition of the Properties, as applicable; and (iv) City accepts the Kelley Parcel, and Developer accepts the Triangle, in their respective "AS IS" condition WITH ALL FAULTS as of the date of the Property Closing, and both Owners waive and release any and all claims, demands, causes of action, losses, costs, damages, penalties, fines, taxes, remedial actions, removal and disposal costs, investigation and remedial costs and expenses (including, without limitation, attorneys', expert and consultant fees), whether direct or indirect, known or unknown, either party may have against the other party as a result of the foregoing matters. The provisions of this Section 7 shall survive the Property Closing. The Owners each hereby waive the provisions of 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."

By initialing below, the Owners hereby waive the provisions of Section 1542 solely in connection with the matters which are the subject of the foregoing waiver and release:

Initials by City: ___________________  Initials by Developer: ___________________

8. Limitation on Developer Remedies: If City shall default in its obligation under this Agreement to convey the Triangle to Developer, Developer's sole and exclusive remedies shall be either to (i) sue for specific performance, or (ii) terminate this Agreement, which termination shall release the defaulting party from any and all liability hereunder. Developer shall be deemed to have elected to terminate this Agreement if it fails to file suit for specific performance against City on or before ninety (90) days following the date upon which the Property Closing was to have occurred. Developer hereby waives any other remedies available at law or in equity in the event of a default by City in its obligation to convey the Triangle to Developer, including without limitation its rights to seek damages for such default.

9. Attorneys' Fees: Should any action or proceeding be commenced between the parties hereto concerning the Properties, this Agreement or the rights and duties of either party pursuant thereto, the prevailing party shall be entitled, including in any specific performance action and in addition to all other relief as may be granted by the court, to reasonable sums for attorneys' fees and costs in the discretion of the court. "Prevailing party" as used in this Section 9 includes a party who dismisses an action for recovery hereunder in exchange for sums allegedly due, performance of covenants allegedly breached or considerations substantially equal to the relief sought in the action.

10. Notices: Any notice or report required or desired to be given regarding this Agreement shall be in writing and may be given by personal delivery, by certified mail return receipt requested, or by courier service. Any notice or report addressed to the Owners at their respective addresses set forth below, as appropriate, shall be deemed to have been given (i) when personally delivered, (ii) if properly addressed and deposited in the mail (certified, return receipt requested), on the date shown on the return receipt for acceptance or rejection or (iii) if properly addressed and deposited with a reputable overnight carrier, on the business day next following the date of deposit. For this purpose, a "business day" shall be a day on which such reputable overnight carrier has regularly scheduled delivery (excluding Saturdays).

Each notice to City shall be delivered to:

Office of the City Attorney
City of Palo Alto
250 Hamilton Avenue
Palo Alto, CA 94301
Each notice to Developer shall be delivered to:

Office of Corporate General Counsel
Hewlett-Packard Company
3000 Hanover Street
Palo Alto, CA 94304

13. **Assignment:** Developer may assign its right, title and interest in and to this Agreement to any other party without the approval of City. Additionally, Developer shall have the right to designate a nominee to acquire title to the Triangle under the Triangle Deed.

14. **Miscellaneous:** This Agreement constitutes the complete and final expression of the agreement of the Owners relating to the matters set forth herein and supersedes all previous contracts, agreements, and understandings of the Owners, either oral or written, relating thereto. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought. Time is of the essence for the performance of each and every covenant and for the satisfaction of each and every condition contained in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The language in all parts of this Agreement shall in all cases be construed as a whole according to its reasonable meaning. This Agreement may be executed in counterparts by the parties hereto, and shall become binding when all parties have each executed and delivered to the other party a counterpart hereof, and together such executed counterparts shall constitute this Agreement. Each party hereto shall execute, acknowledge and deliver or to cause to have executed, acknowledged and delivered, such other and further instruments and documents as may reasonably be requested by the other to carry out this Agreement.

[Signature page follows]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set forth below.

DEVELOPER:

HEWLETT-PACKARD COMPANY,
a Delaware corporation

By: ________________________
Name: ________________
Title: ________________

Date: December 16, 2010

CITY:

City of Palo Alto,
a California Municipal Corporation

By: ________________________
Name: ________________
Title: ________________

ACKNOWLEDGED:

By: ________________________
City Clerk

Date: January ___, 2011
EXHIBIT "A"

TRIANGLE LEGAL DESCRIPTION AND DEPICTION

That certain real property located in the City of Palo Alto, County of Santa Clara, State of California, and more particularly described as follows:

Real Property in the City of Palo Alto, County of Santa Clara, State of California, being a portion of Parcel No. 2 as described in the Final Order of Condemnation recorded April 18, 1962, in Book 5543 of Official Records, page 586, Santa Clara County Records, and a portion of Parcel No. 1 as described in the Final Order and Decree of Condemnation recorded April 18, 1962, in Book 5543 of Official Records, page 591, Santa Clara County Records, described as follows:

Beginning at the most easterly corner of said Parcel No. 2;

Thence along the southeasterly lines of said Parcel No. 2, the following two courses:

1. Thence South 38°23'10" West, 68.00 feet;

2. Thence North 51°36'50" West, 2.57 feet;

Thence North 08°39'58" East, 99.20 feet, to a point of cusp, being on the easterly line of said Parcel No. 1;

Thence along said easterly line, southerly, along a tangent curve to the left, having a radius of 36.00 feet, whose center bears South 81°20'02" East, through a central angle of 60°16'49" for an arc length of 37.87 feet, to the northeasterly line of Parcel No. 2;

Thence along said northeasterly line, South 51°36'50" East, 20.49 feet, to the Point of Beginning.
EXHIBIT "B"

KELLEY PARCEL DEED

[Attached]
GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RYLAND KELLEY AND RAYNA SHARP KELLEY hereby GRANT to the CITY OF PALO ALTO, the real property in the City of Palo Alto, County of Santa Clara, State of California, described as follows, as recorded in the records of First American Title Company.

RAYLAND KELLEY
RAYNA SHARP KELLEY

Date Oct 27, 2009

* as recorded in the records of First American Title Company.

MAIL TAX STATEMENTS TO: SEE BELOW
State of California
County of Orange

On October 27, 2005 before me, I, [notary public],

Notary Public
(Notary Public Seal)

personally appeared [individual], who swore to me on the basis of [notary's bond] to be the person(s) whose name(s) hereinafter subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, 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]

[Notary Public Stamp]

[Seal Number]

[Date]
[Notary Public]

[Notary Public Seal]
EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

THAT CERTAIN REAL PROPERTY LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SANTA CLARA, CITY OF MILPITAS, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 1 WITH THE SOUTHEASTERLY LINE OF ALMA STREET (FORMERLY KNOWN AS GRIFFITH AVENUE) WHERE SOUTHEASTERLY LINE IS PERPENDICULAR TO SAID lot 1, thence SOUTHEASTERLY ALONG SAID FOR THE DISTANCE OF 222.32 FEET, thence SOUTHEASTERLY ALONG SAID FOR THE DISTANCE OF 211.50 FEET ON SAN ANTONIO ROAD AND FORMERLY CALLED SMALL ROAD), thence SOUTHEASTERLY LINE OF SAID ANTONIO ROAD AND FORMERLY CALLED SMALL ROAD, thence SOUTHEASTERLY ALONG SAID FOR THE DISTANCE OF 216.50 FEET SOUTHEASTERNLY FROM THE EXISTING MIDPOINT CENTERLINE OF SAN ANTONIO AVENUE, thence SOUTHEASTERLY FROM SAID POINT OF BEGINNING 30° 30' 31" (CALLED "N. 30° 30' 31" W.") AND ENDING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 1 WITH THE SOUTHEASTERLY LINE OF SAN ANTONIO AVENUE, thence SOUTHEASTERLY ALONG SAID FOR THE DISTANCE OF 51° 30' 15"W.

APPROVED 1/24/49
CERTIFICATION OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the City of Palo Alto, a California Charter City, is hereby accepted by the undersigned officers as agent on behalf of the Council of the City of Palo Alto, pursuant to authority conferred by resolution of the said Council adopted on March 15, 1972, and the City of Palo Alto connects to recordation therein by its duly authorized officers.

Dated March 8, 2000

[Signature]
Deputy City Manager

APPROVALS

Approved as to Form
Asst. City Attorney
[Signature]

Approved as to Content
Public Works
[Signature]

ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On [March 8, 2000], before me, [Notary Public], a Notary Public in and for the State of California, personally appeared [Name], who proved to me on the basis of satisfactory evidence to be the person whose name is 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 PUNITY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Notary Public
[Signature]
[Notary Seal]
EXHIBIT "C"

FORM OF TRIANGLE DEED

[Attached]
RECORDING REQUESTED BY
WHEN RECORDED MAIL TO AND
MAIL TAX STATEMENTS TO:

(Space Above for Recorder's Use)

QUITCLAIM DEED

The undersigned Grantor declares that this conveyance is exempt from the payment of Documentary Transfer Tax pursuant to Section 11922 of the California Revenue and Taxation Code, as amended.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the CITY OF PALO ALTO, a California municipal corporation ("Grantor"), does hereby quitclaim, remise, convey and release to __________________ ("Grantee"), that certain real property (the "Property") in the City of Palo Alto, County of Santa Clara, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. Additionally, Grantor releases and conveys any rights of the public in, to or over the Property.

IN WITNESS WHEREOF, this Grant Deed has been executed this ______ day of ______, 2011.

CITY OF PALO ALTO,
a California municipal corporation

By: ____________________________
Name: __________________________
Title: __________________________

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Attorney
EXHIBIT "A"

Legal Description of Property

That certain real property located in the City of Palo Alto, County of Santa Clara, State of California, and more particularly described as follows:

Real Property in the City of Palo Alto, County of Santa Clara, State of California, being a portion of Parcel No. 2 as described in the Final Order of Condemnation recorded April 18, 1962, in Book 5543 of Official Records, page 586, Santa Clara County Records, and a portion of Parcel No. 1 as described in the Final Order and Decree of Condemnation recorded April 18, 1962, in Book 5543 of Official Records, page 591, Santa Clara County Records, described as follows:

Beginning at the most easterly comer of said Parcel No. 2;

Thence along the southeasterly lines of said Parcel No. 2, the following two courses:

1. Thence South 38°23'10" West, 68.00 feet;
2. Thence North 51°36'50" West, 2.57 feet;

Thence North 08°39'58" East, 99.20 feet, to a point of cusp, being on the easterly line of said Parcel No. 1;

Thence along said easterly line, southerly, along a tangent curve to the left, having a radius of 36.00 feet, whose center bears South 81°20'02" East, through a central angle of 60°16'49" for an arc length of 37.87 feet, to the northeasterly line of Parcel No. 2;

Thence along said northeasterly line, South 51°36'50" East, 20.49 feet, to the Point of Beginning.
Kelly Parcel To Be Deeded To City
SITE PLAN WITHOUT ASSEMBLED CITY OWNED PARCELS