



Midpeninsula Regional
Open Space District

R-14-89
Meeting 14-14
June 11, 2014

AGENDA ITEM 7

AGENDA ITEM

Compensation Agreement Related to Dissolution of Former Mountain View Revitalization Authority

GENERAL MANAGER'S RECOMMENDATION

A handwritten signature in black ink, appearing to be "G. G. G.", written over the printed text of the recommendation header.

Authorize the General Manager to execute a Compensation Agreement with the City of Mountain View (City), the Successor Agency to the Former Mountain View Revitalization Authority (Successor Agency) and the other taxing entities.

SUMMARY

The City of Mountain View, serving as Successor Agency to the Mountain View Revitalization Authority (Authority), is completing the wind down of the Authority's affairs in compliance with state law and under the authority of an Oversight Board. The California Department of Finance has approved the Authority dissolution plan, which includes disposing of the Authority's remaining real property assets. The City is requesting the District, and all the other taxing entities, review and approve a multi-party Compensation Agreement to share in the revenues generated by two parking structures that were paid for in part by the Authority, one of which currently includes a lease for a pharmacy. Once the Compensation Agreement is executed, the parking structures will be transferred to the City and, in exchange, the City will compensate the District and the other taxing entities in accordance with the Compensation Agreement. Based on lease revenue projections, it is estimated that the City would pay the District approximately \$2,500 for Fiscal Year 2014-15. Annual payments are anticipated through 2047, based on the estimated 40-year useful life of the structures. Although similar payments may be estimated for future fiscal years, the actual amount of future year payments will depend on parking structure/lease revenues for each year.

DISCUSSION

Background

In 2011 and 2012, the State legislature enacted two laws to dissolve redevelopment agencies in California, including the Mountain View Revitalization Authority (Authority). The Successor Agency has been winding down the affairs of the Authority under the supervision of an Oversight Board composed of designated representatives of the affected taxing entities. The taxing entities, besides the Midpeninsula Regional Open Space District, the City of Mountain View and the Parking District, include Santa Clara County, Santa Clara Valley Water District, Santa Clara County Board of Education, Mountain View Los Altos Union High School District, Mountain View Whisman School District, Foothill-DeAnza Community College District, Bay

Area Air Quality Management District, and the El Camino Hospital District (Taxing Entities). The California Department of Finance (DOF) has review and approval authority over the Oversight Board's decisions.

In order to complete the wind-down process, the City of Mountain View, serving as Successor Agency, was charged with retiring all remaining obligations of the Authority and disposing of the Authority's remaining real property assets pursuant to an approved Long-Range Property Management Plan (LRPMP). The Successor Agency and Santa Clara County (County) developed and presented a proposed dissolution plan to the Oversight Board (Attachment 1) and the DOF in an effort to complete the dissolution process by the end of this fiscal year. On November 14, 2013, the DOF reviewed the Oversight Board's approval of the dissolution plan and approved the Oversight Board action and also issued a Finding of Completion (Attachments 2 and 3). As part of the dissolution package, the Successor Agency also submitted a LRPMP. This proposed Compensation Agreement is an element of the LRPMP approved by the Oversight Board and the DOF and was drafted by County and City staff. The DOF approved the LRPMP on February 7, 2014 (Attachment 4).

To complete the dissolution of the Authority, the City is requesting each of the Taxing Entities to review and approve a multi-party Compensation Agreement (Attachment 5) to share in the revenues generated by the two parking structures that were paid for in part by the Authority.

Compensation Agreement

Under the Compensation Agreement, the Taxing Entities will share in any revenues generated by either of the two parking structures built, in whole or in part, with redevelopment funds in order to reimburse the entities for their investment to construct the parking structures for the remaining useful life of the structures. The structures sit on City-owned property and funds other than redevelopment funds were also used to pay for the construction of Structure No. 2. A formula has been developed that reflects these three financial contributions to the structures—redevelopment funds, other funds, and the value of the City property on which the structures sit.

For Parking Structure No. 1, located on Bryant Street between Evelyn Avenue and Villa Street, the Taxing Entities will share 73.4 percent of any revenue generated by this structure between July 1, 2014 and June 30, 2029. The term is based on a 40-year useful life of the structure, calculated from the date the structure was placed into service (1989). While no revenue is currently being generated at this structure, any future revenues, such as charging a fee to park at this structure, would be subject to the Compensation Agreement. Located at the corner of Bryant Street and California Avenue, Parking Structure No. 2, placed in service in 2007, is currently generating revenue from a lease with CVS. The Taxing Entities will share 55.4 percent of this lease revenue from July 1, 2014 through June 30, 2047. Any future additional revenues generated at this structure, such as paid parking specific to this structure, would be subject to the Compensation Agreement during that time period.

The City will be responsible for management, operations and maintenance of the structures and will receive its proportionate share of the revenue as reimbursement for the two parking structures. The City is also obligated to purchase either replacement value or declared value insurance for both structures during the term of this agreement. The City has the option to purchase insurance to either insure the structures to be rebuilt or insure the structures in an amount roughly equivalent to its depreciated value over a 40-year useful life (net book value). To terminate the agreement prior to the end of the term of the agreement or the useful life of either structure, the City would be required to pay the net book value of the structure to the Taxing Entities. The Taxing Entities do not have any liability under this Agreement.

FISCAL IMPACT

An estimate of the compensation each of the Taxing Entities would receive under this Agreement for Fiscal Year 2014-15 is shown in Attachment 6. It is estimated that the District would receive from the City approximately \$2,500 for FY2014-15, to be distributed through the County to the District by November 1, 2015. Similar payments may be estimated for future fiscal years unless parking structure/lease revenues significantly change. Payments are anticipated through 2047, based on the estimated 40-year useful life of the structures.

BOARD COMMITTEE REVIEW

There was no Committee review for this agenda item.

PUBLIC NOTICE

Public notice was provided as required by the Brown Act.

CEQA COMPLIANCE

This agenda item is not a project under the California Environmental Quality Act (CEQA).

NEXT STEPS

The compensation agreement must be approved by each taxing entity for the City to complete the wind down of the Former Mountain View Revitalization Authority and for the taxing entities to receive payments. If approved by the Board on June 11, the General Manager will sign and return the agreement to the City as soon as possible. Once all taxing entities have approved the agreement, the agreement takes effect June 30, 2014 and the District will receive its first payment by November 1, 2015. Within 90 days after the June 30th end of each fiscal year, the City is obligated to provide an Operating Statement for each structure along with any amounts owed under the Compensation Agreement to the County and the County shall have 30 days to distribute this amount to the Taxing Entities in proportion to their shares of the base property taxes then in effect.

Attachments:

1. September 30, 2013 Oversight Board Report—Comprehensive Plan to Wind Down the Affairs of the Former Mountain View Revitalization Authority and Terminate the Successor Agency and Oversight Board (Including Long-Range Property Management Plan)
2. Department of Finance Approval of Oversight Board Action Dated November 14, 2013
3. Department of Finance Finding of Completion Dated November 14, 2013
4. Department of Finance Approval of Long-Range Property Management Plan Dated February 7, 2014
5. Compensation Agreement
6. Compensation Estimate for Each of the Taxing Entities

Prepared by:
Kevin S. Woodhouse, Assistant General Manager

Copies of Attachment 1 may be requested from the District Clerk or found on the City of Mountain View's website at:

<http://laserfiche.mountainview.gov/Weblink/0/doc/67034/Electronic.aspx>



November 14, 2013

Ms. Patty Kong, Finance and Administrative Services Director
City of Mountain View
500 Castro Street
Mountain View, CA 94039-7540

Dear Ms. Kong:

Subject: Approval of Oversight Board Action

The City of Mountain View Successor Agency (Agency) notified the California Department of Finance (Finance) of its September 30, 2013 Oversight Board (OB) resolution on October 8, 2013. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution OB-19 approving a Comprehensive Dissolution Proposal and its component parts for the dissolution of the former Mountain View Revitalization Authority is approved. This determination relates to a Comprehensive Wind-Down Plan (Plan). This approval does not necessary approve each component of the Plan since there are multiple components that must be reviewed and approved by Finance separately.

It is our understanding the Plan requires among other things, that any remaining funds held by the Agency at June 30, 2014 be remitted to the county auditor-controller for distribution to the taxing entities.

This is our determination with respect to the OB action taken.

Please direct inquiries to Wendy Griffe, Supervisor, or Jenny DeAngelis, Lead Analyst at (916) 445-1546.

Sincerely,

JUSTYN HOWARD
Assistant Program Budget Manager

cc: Ms. Jannie Quinn, City Attorney, City of Mountain View
Ms. Irene Lui, Controller Treasurer, Santa Clara County
Mr. Steven Mar, Bureau Chief, Local Government Audit Bureau, California State
Controller's Office
California State Controller's Office



November 14, 2013

Ms. Patty Kong, Finance Director
City of Mountain View
500 Castro Street
Mountain View, CA 94039

Dear Ms. Kong:

Subject: Request for a Finding of Completion

The California Department of Finance (Finance) has completed the Finding of Completion for the City of Mountain View Successor Agency.

Finance has completed its review of your documentation, which may have included reviewing supporting documentation submitted to substantiate payment or obtaining confirmation from the county auditor-controller. Pursuant to Health and Safety Code (HSC) section 34179.7, we are pleased to inform you that Finance has verified that the Agency has made full payment of the amounts determined under HSC section 34179.6, subdivisions (d) or (e) and HSC section 34183.5.

This letter serves as notification that a Finding of Completion has been granted. The Agency may now do the following:

- Place loan agreements between the former redevelopment agency and sponsoring entity on the ROPS, as an enforceable obligation, provided the oversight board makes a finding that the loan was for legitimate redevelopment purposes per HSC section 34191.4 (b) (1). Loan repayments will be governed by criteria in HSC section 34191.4 (a) (2).
- Utilize proceeds derived from bonds issued prior to January 1, 2011 in a manner consistent with the original bond covenants per HSC section 34191.4 (c).

Additionally, the Agency is required to submit a Long-Range Property Management Plan to Finance for review and approval, per HSC section 34191.5 (b), within six months from the date of this letter.

Please direct inquiries to Andrea Scharffer, Staff Finance Budget Analyst, or Chris Hill, Principal Program Budget Analyst, at (916) 445-1546.

Sincerely,



JUSTYN HOWARD
Assistant Program Budget Manager

cc: Mr. Jannie Quinn, City Attorney, City of Mountain View
Ms. Irene Lui, Controller Treasurer, County of Santa Clara
California State Controller's Office



February 7, 2014

Ms. Patty Kong, Finance and Administrative Services Director
City of Mountain View
500 Castro Street
Mountain View, CA 94039-7540

Dear Ms. Kong:

Subject: Long-Range Property Management Plan

Pursuant to Health and Safety Code (HSC) section 34191.5 (b), the City of Mountain View Successor Agency (Agency) submitted a Long-Range Property Management Plan (LRPMP) to the California Department of Finance (Finance) on October 8, 2013. Finance has completed its review of the LRPMP, which may have included obtaining clarification for various items.

The Agency received a Finding of Completion on November 14, 2013. Further, based on our review and application of the law, we are approving the Agency's use or disposition of all the properties listed on the LRPMP.

However, the following non-Agency owned or non-real properties totaling \$4,310,191 were noted during our review:

- Streetlights in the amount of \$362,695
- Sidewalks, Curbs, and Gutters in the amount of \$1,823,095
- Streets and Roads in the amount of \$1,524,984
- Improvements Other than Buildings in the amount of \$599,417

Since the City owns the fee title to the above assets and properties, it was not necessary to list them on the LRPMP. The Agency does not need to submit a revised LRPMP.

In accordance with HSC section 34191.4, upon receiving a Finding of Completion from Finance and approval of a LRPMP, all real property and interests in real property shall be transferred to the Community Redevelopment Property Trust Fund of the Agency, unless that property is subject to the requirements of an existing enforceable obligation. Pursuant to HSC section 34191.3 the approved LRPMP shall govern, and supersede all other provisions relating to, the disposition and use of all the real property assets of the former redevelopment agency.

Agency actions taken pursuant to a Finance approved LRPMP are subject to oversight board (OB) approval per HSC section 34181 (f). Any subsequent OB actions addressing the Agency's implementation of the approved LRPMP should be submitted to Finance for approval.

Ms. Patty Kong
February 7, 2014
Page 2

Please direct inquiries to Wendy Griffe, Supervisor, or Jenny DeAngelis, Lead Analyst at (916) 445-1546.

Sincerely,



JUSTYN HOWARD
Assistant Program Budget Manager

cc: Ms. Jannie Quinn, City Attorney, City of Mountain View
Ms. Irene Lui, Controller Treasurer, Santa Clara County
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State
Controller's Office
California State Controller's Office

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this “Agreement”) is made and entered into as of June 30, 2014 (the “Effective Date”), by and among the Successor Agency to the former Mountain View Revitalization Authority, a public entity established under Health and Safety Code section 34173 (the “Successor Agency”); the City of Mountain View, a California Charter City and municipal corporation (“City”); the Mountain View Parking District No. 2 (“MVPD2”); and each of the undersigned local agencies and school districts, each a taxing entity as defined by Health and Safety Code section 34171(k) (the “Taxing Entities”); with the consent of the Oversight Board to the Successor Agency, a local entity established under Health and Safety Code section 34179 (the “Oversight Board”). The Successor Agency, City, MVPD2, and the Taxing Entities are collectively the “Parties” and each a “Party.”

RECITALS

WHEREAS, the City is the fee owner of the real properties known by APN 158-15-016 (“Parcel One”) and APN 158-12-051 (“Parcel Two”) located within the boundaries of the City within the County of Santa Clara as more particularly described in Exhibit A attached hereto and incorporated by reference herein; and

WHEREAS, the former Mountain View Revitalization Authority (“RDA”) and the City constructed a parking structure (“Structure One”) on Parcel One and a parking structure (“Structure Two”) on Parcel Two, as more particularly described in Exhibit A (collectively, the “Structures”), each funded in substantial part by the RDA with former tax increment and the proceeds of bonds pledged to be repaid with former tax increment; and

WHEREAS, Assembly Bill x1 26, as amended by Assembly Bill 1484, dissolved the RDA and designated the Successor Agency to, among other things, dispose of all assets of the RDA at the direction of the Oversight Board; and

WHEREAS, following the Successor Agency’s receipt of a Finding of Completion from the Department of Finance (“DOF”), the Successor Agency prepared a long range property management plan (“Plan”) for the disposition and use of the real property assets of the former RDA; and

WHEREAS, the Oversight Board and the DOF have approved the Plan and pursuant to Health and Safety Code section 34191.4(a), the Structures transferred to the Community Redevelopment Property Trust Fund for administration by the Successor Agency; and

WHEREAS, the Plan directs the City to retain the Structures and enter into a compensation agreement with the Taxing Entities pursuant to Health and Safety Code section 34181(f) to compensate the Taxing Entities for the value of the Structures; and

WHEREAS, in accordance with the Plan, the Parties desire to enter into this Agreement under the terms and conditions provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

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AGREEMENT

1. **TRANSFER OF STRUCTURES.** Pursuant to Health and Safety Code section 34180(f), the Parties agree that the Successor Agency shall convey title to the Structures, including all structures, improvements, and fixtures that now, or may from time to time constitute a part of the Structures, to the City on the Effective Date. The City shall in its sole judgment and at its sole expense prepare and execute all deeds, assignments, and other documents it may deem necessary or appropriate to transfer, to evidence or to vest in City clear title to the Structures. The City shall manage the Structures as provided herein.

2. **COMPENSATION.** In exchange for the City's retention of the Structures, the Taxing Entities shall be compensated as follows:

a. **Revenue Sharing.** The City hereby assigns to the Taxing Entities the Revenue Share generated from the Structures during the Revenue Sharing Periods. The "Revenue Sharing Period" for Structure One and Structure Two shall be July 1, 2014, through June 30, 2029, and July 1, 2014, through June 30, 2047, respectively.

b. **Calculation of Revenue Share.** The "Revenue Share" shall be the sum of the following calculated per fiscal year: (A) the Operating Income for Structure One multiplied by 73.4 percent, and (B) the Operating Income for Structure Two multiplied by 55.4 percent. The Operating Income, including the components for the calculation thereof, shall be calculated independently for each Structure on a fiscal year basis using the accrual method. As used herein, the following terms shall have the meanings below interpreted in accordance with generally accepted accounting principles ("GAAP"):

i. "Operating Income" means the amount by which the Gross Income exceeds the Operating Expenses and amortized Capital Expenditures.

ii. "Gross Income" means the sum of all income generated from all activities or operations of each Structure, including without limitation, rents received; provided, however, Gross Income does not include income generated by the City's permit parking system unless (1) parking spaces and/or floors in a Structure are dedicated or restricted for the exclusive use of permit holders for any period of time or a fee is charged to park in a Structure, or (2) the percent ratio of the aggregate number of Structure One and Structure Two parking spaces authorized for permit parking to the total number of authorized parking spaces available for permit parking exceeds eighty percent (80%); provided, further, that if the permit parking system income shall be included in Gross Income for a Structure, the following formula shall determine the amount of permit parking system income that shall be included as Gross Income calculated separately for each Structure:

$$\left(\frac{\text{Number of parking spaces in a Structure for permit parking}}{\text{Total number parking spaces available for permit parking}} \times \text{Total Permit Parking Income} \right)$$

iii. "Operating Expenses" means all necessary and ordinary expenses directly allocable to the production of Revenue Share, but in no event shall include the costs of services provided by the City Parties under Section 3(c).

iv. "Capital Expenditures" means capital expenditures directly allocable to the production of Revenue Share such as replacements, alterations, improvements, or additions that appreciably prolong the life of a Structure beyond its Revenue Sharing Period, materially increase its value, or make it adaptable to a different use. Capital Expenditures shall be amortized over the useful life of the asset created by the Capital Expenditure in accordance with GAAP.

c. Revenue Share Payment. Within 90 days following the end of the then-preceding fiscal year, the City shall disburse the Revenue Share to the Santa Clara County Auditor-Controller ("Auditor-Controller") accompanied by an Operating Statement. Within 30 days following disbursement by the City, the Auditor-Controller shall distribute the Revenue Share among the Taxing Entities in proportion to their shares of the base property tax in effect on the date of distribution pursuant to Health and Safety Code section 34188. In accordance with Health and Safety Code section 34180(f), the City, and its subcomponents, including, but not limited to, the MVPD2 (collectively, the "City Parties"), shall not receive a share of the Revenue Share, but rather shall be compensated for services rendered under this Agreement as provided for in Section 3(c) below.

d. Operating Statements. The City shall provide the Auditor-Controller with an accounting of the Revenue Share prepared in accordance with GAAP ("Operating Statement") and certified as correct by City's duly authorized financial officer. The Operating Statement for each Structure shall provide the City's calculation of the Revenue Share in reasonably sufficient detail to enable the Taxing Entities to independently confirm the City's calculation for such fiscal year. City shall keep complete, accurate and appropriate books and records of its calculation of Revenue Share and Operating Income for at least three years following the end of each fiscal year.

e. Right of Inspection and Objection. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession or control of City, but only to the extent necessary for a proper determination of Revenue Share. If the Auditor-Controller does not object to an Operating Statement within three years after the Auditor-Controller's receipt of an Operating Statement, the Taxing Entities shall be forever barred from objecting to the Operating Statement; provided, however, there shall be no time limitation to objecting to any intentional misstatement contained in an Operating Statement. If there has been a deficiency in the payment of Revenue Share, then such deficiency shall become immediately due and payable. This Section shall survive any termination of the Agreement.

3. MANAGEMENT OF STRUCTURES.

a. Intended Use of the Structures. It is the intent of the Parties that the City operate the Structures consistent with their current use. As of the Effective Date, the Structures are used for public parking. In addition to the public parking use, 12,707 square feet of the approximate 143,000 square feet comprising Structure Two is commercially leased.

b. Repairs and Maintenance. The City shall operate, maintain, and manage the Structures in good order and repair and in a neat, clean, sanitary, and safe condition at its sole expense unless otherwise provided herein.

c. Commercial Operations and Management Fee. To the extent the City elects to generate Gross Income from the Structures, the City shall: (A) operate the Structures in a manner that maximizes the Revenue Share generated from the Structures, provided, however, that the City may retain discretion over the nature of any commercial use; (B) bear all Operating Expenses and provide personnel and incidental supplies and equipment, collect all gross receipts, and perform all duties necessary for the commercial operation of the Structures; and (C) perform its obligations related to the Revenue Share. In consideration of the services provided by the City, the City shall receive a percentage of the Revenue Share equal to the City Parties' aggregate pro rata share of base property tax in effect on the date of distribution of the Revenue Share, which the Auditor-Controller shall distribute in the manner described in Section 2(c).

d. Insurance. The City shall at its sole expense, obtain and keep in force all peril property insurance coverage for either the replacement value or declared value of each Structure for the respective Revenue Sharing Period of each Structure. For purposes of this Agreement, all peril property insurance coverage excludes war, terrorism, earthquake, flood, ground water, mudslide, pollution, mold, and sewer back up. All peril property insurance typically covers fire, smoke, windstorm, hail, riot, vandalism and explosions. Upon the execution of this Agreement and each policy renewal period thereafter, the City shall deliver evidence of insurance required by this section to the Auditor-Controller.

e. Compliance with Laws. City shall comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Structures or any activity or condition on or in the Structures.

f. Damage and Destruction. If at any time a Structure shall be substantially destroyed or damaged in whole or in part by any casualty covered by the insurance set forth in Section 3(d) above, the City shall have the option to: (A) repair, replace, or rebuild the Structure to the substantially same value, condition, and character immediately before the casualty, or (B) terminate the Revenue Sharing Period for a Structure as set forth in Section 4.

4. **TERM AND BUY-OUT.** The term of this Agreement commences at the Effective Date and continues until the last Revenue Sharing Period expires. The City may terminate a Structure's Revenue Sharing Period by paying the Taxing Entities an amount equal to: (A) if payment is made on or within 30 days from beginning of a fiscal year, the depreciated book value of the Structure as of the beginning of the fiscal year multiplied by the Taxing Entities' interest in such Structure, or (B) if payment is made following 30 days from the beginning of a fiscal year, the depreciated book value of the Structure as shown on the Net Book Value Schedule attached as Exhibit B as of the beginning of the fiscal year multiplied by the Taxing Entities' interest in such Structure plus the Revenue Share generated by the Structure through the date of payment. For the purpose of this Section, "Taxing Entities' interest" shall mean: for Structure One, 73.4 percent, and for Structure Two, 55.4 percent. The City shall include an Operating Statement with any payment made under this Section, which shall be subject to inspection and objection as set forth in Section 2(e). The Auditor-Controller shall distribute a payment received pursuant to this Section among the Taxing Entities in proportion to

their shares of the base property tax in effect on the date of distribution pursuant to Health and Safety Code section 34188.

5. INDEMNIFICATION AND LIMITATION OF LIABILITY.

a. Liability of Taxing Entities. The Taxing Entities shall not be liable to the City Parties for any act or omission related to this Agreement or any liability, demands, claims, costs, losses, injuries, damages, recoveries, settlements, and expenses (collectively, "Claims") related to the Structures, and the City Parties hereby waive and discharge all Claims against the Taxing Entities, including but not limited to Claims resulting from or in any way in connection with or incidental to the transfer of title of the Structures to the City or the City's management of the Structures during the term of this Agreement, no matter how caused, except that the Taxing Entities shall be liable to the City Parties for Claims arising solely from the Taxing Entities' active negligent acts or omissions. The Parties further agree that the Taxing Entities' liability of any kind with respect to the Structures or otherwise arising from the obligations under this Agreement shall be limited to the amount of the Revenue Share payable for the fiscal year in which such Claim arises. This Section shall survive any termination of the Agreement.

b. Indemnity. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but instead the Parties agree that pursuant to Government Code section 895.4, each of the Parties shall fully indemnify and hold each of the other Parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement. No Party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Parties under this Agreement. This Section shall survive any termination of the Agreement.

6. MISCELLANEOUS PROVISIONS.

a. Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

b. No Third Party Beneficiaries. The Parties intend that the rights, obligations and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third party beneficiaries to this Agreement.

c. No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

d. Covenants Run With Land. The agreements, covenants and conditions contained in this Agreement are and shall be deemed to be covenants running with the land and

shall be binding upon and shall inure to the benefit of City and the Taxing Entities and their respective successors and assigns. The Auditor-Controller may, on behalf of the Taxing Entities, record this Agreement with Office of the Clerk-Recorder of Santa Clara County.

e. Notices. All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed as specified in each Party's signature block.

f. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

g. Time is of the Essence. Time is of the essence of each and all of the agreements, covenants, and conditions of this Agreement.

h. Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

i. Integration. This instrument constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written.

j. Amendment. This Agreement may be modified only in writing and only if signed by the Taxing Entities and the City at the time of the modification. Following the execution of this Agreement, the Oversight Board or Successor Agency's consent shall not be required for any modification of the Agreement.

k. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The Parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

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1. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

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

SUCCESSOR AGENCY

By: _____
Name: Daniel H. Rich
Title: Executive Director
500 Castro Street
Mountain View, CA 94041
Attn: Agency Clerk

Date: _____

CITY OF MOUNTAIN VIEW

By: _____
Name: Daniel H. Rich
Title: City Manager
Address: 500 Castro Street
Mountain View, CA 94041
Attn: City Clerk

Date: _____

**MOUNTAIN VIEW PARKING
DISTRICT NO. 2**

By: _____
Name: Daniel H. Rich
Title: City Manager
Address: 500 Castro Street
Mountain View, CA 94041
Attn: City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Name: Jannie L. Quinn
Title: Agency Counsel

FINANCIAL APPROVAL

By:
Name: Patty J. Kong
Title: Finance and Administrative
Services Director

APPROVED AS TO FORM

By: _____
Name: Jannie L. Quinn
Title: City Attorney

FINANCIAL APPROVAL

By:
Name: Patty J. Kong
Title: Finance and Administrative
Services Director

APPROVED AS TO FORM

By: _____
Name: Jannie L. Quinn
Title: District Counsel

FINANCIAL APPROVAL

By:
Name: Patty J. Kong
Title: Finance and Administrative
Services Director

[Signature Page Continues]

**SANTA CLARA COUNTY
AUDITOR-CONTROLLER**

By: _____
Name:

Title: Finance Director
Address: 70 W. Hedding Street,
East Wing, 2nd Floor
San Jose, CA 95110

Date: _____

APPROVED AS TO FORM

By: _____

Name: E. Ray Ruiz

Title: Deputy County Counsel

CONSENT OF OVERSIGHT BOARD

By: _____

Name: Kevin C. Duggan Date

Title: Chair

Address: 500 Castro Street
Mountain View, CA 94041
Attn: Oversight Board Clerk

Date: _____

TAXING ENTITIES

COUNTY OF SANTA CLARA

By: _____
Name: Mike Wasserman
Title: President, Board of Supervisors
Address: 70 W. Hedding Street,
East Wing, 2nd Floor
San Jose, CA 95110
Attn: Clerk of the Board

Date: _____

Date: _____
APPROVED AS TO FORM

By: _____
Name: E. Ray Ruiz
Title: Deputy County Counsel

**MOUNTAIN VIEW-WHISMAN
ELEMENTARY SCHOOL DISTRICT**

By: _____
Name:
Title:
Address:

Date: _____

**MOUNTAIN VIEW-LOS ALTOS
HIGH SCHOOL DISTRICT**

By: _____
Name:
Title:
Address:

Date: _____

**FOOTHILL-DEANZA COMMUNITY
COLLEGE DISTRICT**

By: _____
Name:
Title:
Address:

[Signature Page Continues]

**SANTA CLARA COUNTY
OFFICE OF EDUCATION**

By: _____
Name:
Title:
Address:

Date: _____

**BAY AREA AIR QUALITY
MANAGEMENT DISTRICT**

By: _____
Name:
Title:
Address:

Date: _____

**MID-PENINSULA REGIONAL OPEN
SPACE DISTRICT**

By: _____
Name:
Title:
Address:

Date: _____

**SANTA CLARA VALLEY WATER
DISTRICT**

By: _____
Name:
Title:
Address:

Date: _____

EL CAMINO HOSPITAL DISTRICT

By: _____
Name:
Title:
Address:

Date: _____

Exhibit "A"

Legal Description of City Parcels

APN 158-15-016 (Parcel 1)

APN 158-12-051 (Parcel 2)

Parcel 1

THE LAND REFERRED TO HEREIN BELOW IS SITUATED CITY OF MOUNTAIN VIEW, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

Beginning at the most westerly corner of that certain parcel of land conveyed by Emilio Ravizza, et al to Arnold Tillman Kline and Mildred Kline, his wife, by deed dated January 20, 1959 and recorded January 21, 1959 in book 4298 of Official Records; thence from said point of beginning, along the northwesterly line of said parcel, north 26° 44' 00" east 50.50 feet to the most northerly corner thereof; thence along the northeasterly line thereof, south 63° 15' 45" East 27.00 feet; thence leaving said line, south 26° 44' 00" West 50.50 feet to a point in the southwesterly line thereof; thence north 63° 15' 45" west along said line, 27.00 feet to the point of beginning. Being a portion of land conveyed by Emilio Ravizza, et al, as above described.

PARCEL TWO:

Commencing at a point on the southerly line of Front Street, distant thereon South 63° 01' 0" East (survey) 150.00 feet from the intersection of the Southerly line of Front Street with the Easterly line of Bryant Street; thence leaving said line of Front Street, South 26° 44' 00" West (survey) 150.00 feet to the true point of beginning of the parcel to be described; Thence from said True Point of Beginning North 63° 15' 45" West 70.00 feet; thence North 26° 44' 00" East 40.00 feet; thence South 63° 15' 45" East 70 feet; thence South 26° 44' 00" West 40.00 feet to the true point of beginning, and being the southerly 40.00 feet of the Easterly 70.00 feet of Lot 2 in Block 1, Range 1 South, as delineated and so designated upon the map entitled "Map of Villa Lands at Mountain View R. R. Station, the property of S. O. Houghton, Esq.", and which said map was recorded on March 2, 1865 in the office of the County Recorder of Santa Clara, State of California in Liber "T" of Deeds, at Page 322. Being a portion of that certain property deeded from Emma R. Ingraham to Harry Rosen and Beatrice Rose, his wife, dated August 2, 1937 and recorded September 17, 1937 in Book 838 of Official Records at Page 491, Santa Clara County Records. (Front Street as shown is now know as Evelyn Street).

PARCEL THREE

Beginning at a point in the southeasterly line of Bryant Street at the most northerly corner of that certain parcel of land conveyed by Alvin P. Rogers et al, by Deed dated April 13, 1918, and recorded June 24, 1918 in Book 475 of deeds at Page 134 Santa Clara County Records; thence from said point of beginning along said southeasterly line of Bryant Street, South 26° 44' 00" West 82.50 feet; thence along the southwesterly line of said parcel, south 63° 15' 45" East 115.00 feet to the most southerly corner thereof; thence along the southeasterly line thereof, North 26° 44' East 82.50 feet; thence along the northeasterly line thereof North 63° 15' 45" West 115 feet to the point of beginning. Being all of that certain parcel of land conveyed by Rogers, et al, as above described.

PARCEL FOUR:

Beginning at the most westerly corner of that certain parcel of land conveyed by Mary Dielman and John Amner Dielman and May Paul Dielman, husband and wife, dated November 25, 1955 and recorded March 21, 1956 in Book 3444 of Official Records at Page 436; Santa Clara County Records; thence from said point of beginning along the Southwesterly line thereof, South 63° 15' 45" East 150.22 feet to a point in the Northwesterly line of Castro Street; thence along said line North 26° 43' 35" East 37.58 feet to the most Easterly corner thereof; thence North 63° 15' 45" West along the Northeasterly line thereof 150.22 feet; thence along the Northwesterly line thereof, South 26° 44' West 37.58 feet to the point of

beginning. Being a portion of Lot 4, Block 1, Range 1 south, as shown on that certain Map of Villa lands at Mountain View Railroad Station, the Property of S. O. Houghton, Esq., filed for record March 2, 1865 in Book T of Deeds at Page 322, Santa Clara County Records. And also being all of the above described lands conveyed by Dlelman, et al.,

Excepting therefrom all that certain real property described as follows:

Beginning at the most westerly corner of that certain parcel of land conveyed by Mary Dielmann and John Amner Deilmann and May Paul Dielmann, husband and wife, dated November 25, 1955 and recorded March 21, 1956 in Book 3444 of Official Records at Page 436 Santa Clara County Records; thence along the southwesterly line thereof, south $63^{\circ} 15' 45''$ East 150.22 feet to a point in the northwesterly line of Castro Street; thence along said line north $26^{\circ} 43' 35''$ East 10.00 feet to the true point of beginning; thence continuing along said northwesterly line north $26^{\circ} 43' 35''$ East 27.58 feet; thence north $63^{\circ} 15' 45''$ west 116.22 feet; thence south $26^{\circ} 43' 35''$ west 27.58 feet; thence $63^{\circ} 5' 45''$ East 116.22 feet to the true point of beginning

Begin a portion of Lot 4, Block 1, Rance 1 South, as shown on that certain map of Villa lands at Mountain View Railroad Station, the property of S. O. "Houghton, Esq., filed for record March 2, 1865 in Book T of Deed at Page 322, Santa Clara County Records.

PARCEL FIVE:

Beginning at a point on the Southwesterly line of Evelyn Street (formerly Front Street) at the most northerly corner of that certain parcel conveyed by Fausto Moreno and Vincenta Moreno, his wife, by deed dated March 5, 1948 and recorded march 18, 1948 in Book 1587 of Official Records at Page 376, Santa Clara County records; thence from said point of beginning, along the Northwesterly line of said parcel, South $26^{\circ} 44' 00''$ West 30.00 feet to the most westerly corner thereof; thence along the southeasterly line thereof, South $63^{\circ} 15' 45''$ East 15.00 feet; thence north $26^{\circ} 44' 00''$ east 30.00 feet to a point in the southwesterly line of said Evelyn Street; thence along said line, north $63^{\circ} 15' 45''$ West 15.00 feet to the point of beginning; And being a portion of the lands above described as conveyed to Moreno.

PARCEL SIX:

Beginning at the most westerly corner of that certain parcel of land conveyed by Bank of America National Trust and Savings Association, a national banking association, as Trustees of the Estate of Andrew Jurlan deceased, by deed dated January 24, 1946 and recorded February 2, 1946 in Book 1319 of Official Records at Page 275, Santa Clara County Records; thence from said point of beginning, along the northwesterly line of said parcel, north $26^{\circ} 44' 00''$ East 25.00 feet to the most northerly corner thereof; thence along the northeasterly line thereof, South $63^{\circ} 15' 45''$ East 27.00 feet; thence south $26^{\circ} 44' 00''$ west 25.00 feet to the southwesterly line thereof; thence north $63^{\circ} 15' 45''$ West 27.00 feet to the point of beginning. And being a portion of the herein described property conveyed by Bank of America National Trust and Savings Association. And also being a portion fo Lot 5, Block 1, Range 1 South, Map of Villa Lnds at Mountain View R. R. Station, the Property of S. O. Houghton, Esq. recorded March 2, 1865 in Book T of Deeds, at Page 322, Santa Clara County Records.

PARCEL SEVEN:

Beginning at the most westerly corner of that certain parcel of land conveyed by the Bank of Ameirca National Trust and Savings Association, Trustee of the Estate of Andrew Jurlan deceased by deed dated January 24, 1946 and recorded February 2, 1946 in Book 1325 of Official Records at page 376. Santa Clara County Records; thence from said poitn of beginning along the northwesterly line thereof, north $26^{\circ} 44' 00''$ East 25.00 feet to the most northerly comer thereof; thence along the northeasterly line of said parcel, south $63^{\circ} 15' 45''$ east 27.00 feet; thence leaving said line, south $26^{\circ} 44' 00''$ west 25.00 feet to

the southwesterly line thereof; thence north 63° 15' 45" west 27.00 feet to the point of beginning. And being a portion of the above described lands conveyed by Bank of America National Trust and Savings Association.

PARCEL EIGHT:

Beginning at a point on the southeasterly line of Bryant Street, at the most northerly corner of that certain parcel of land conveyed by Carrade Mardini by deed dated January 30, 1945 and recorded July 1, 1949 in Book 1815 of Official Records 1815 of Official Records at Page 498, Santa Clara County Records; thence from said point of beginning, along the southeasterly line of said Bryant Street, south 26° 44' West 70.00 feet to the most westerly corner of said parcel; thence along the southwesterly line thereof south 63° 15' 45" east 150.00 feet to the most southerly corner thereof; thence along said southwesterly line north 26° 44' east 30.00 feet to the most easterly corner thereof; thence along the northeasterly line, north 63° 15' 45" west 70.00 feet; thence continuing along the line of said parcel north 26° 44' east 40.00 feet; thence along the northeasterly line of said parcel, north 63° 15' 45" west 80.00 feet to the point of beginning. Being all of that certain property conveyed by Mardini as above described.

PARCEL NINE:

Beginning at a point on the southeasterly line of Bryant Street at the most westerly corner of that certain parcel of land conveyed by James D. Sadler, an unmarried man, dated March 1, 1958 and recorded July 10, 1958 in Book 4118 of Official Records at Page 29, Santa Clara County Records; thence from said point of beginning, along the southwesterly line of Bryant Street, north 26° 44' east 17.50 feet to the most northwesterly corner of said parcel; thence along the northeasterly line thereof, south 63° 25' 45" east 115.00 feet; thence along the northwesterly line thereof, north 26° 44' east 82.50 feet to the most northerly corner of said parcel; thence along the northeasterly line thereof, south 63° 15' 45" east 61.78 feet; thence leaving said line, south 26° 44' west 82.50 feet; to a point in the southwesterly line thereof; thence north 63° 15' 45" west 26.78 feet; thence along the southeasterly line thereof, south 26° 44' west 17.50 feet; thence along the southwesterly line thereof, north 63° 15' 45" west 150.00 feet to the point of beginning. Being a portion of the above described property conveyed by Sadler.

PARCEL TEN:

Beginning at the most westerly corner of that certain property conveyed by Walter Doust, et al, by deed dated April 19, 1937 and recorded April 22, 1937 in Book 823 of Official Records at Page 79, Santa Clara County Records; thence from said point of beginning, along the northwesterly line thereof, north 26° 44' 00" East 46.33 feet to the most northerly corner thereof; thence along the northeasterly line thereof, south 63° 15' 45" east 27.00 feet; thence leaving said line, south 26° 44' 00" west 46.33 feet to the point in the southwesterly line thereof; thence north 63° 25' 45" West 27.00 feet to the point of beginning. Being a portion of land conveyed by Walter Doust, as above described.

PARCEL ELEVEN:

Beginning at the corner common to Lots 3, 4, 5 and 6, Block 1, Range 1 South, as shown on the map entitled "Map of Villa Lands at Mountain View Railroad Station, the Property of S. O. Houghton, Esq.", which map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on March 2, 1865 in Book T of Deeds, at page 222; thence from said point of beginning, north 26° 44' east along the line dividing Lots 3 and 4, 20.00 feet; thence north 63° 15' 45" west along a line parallel with the southwesterly line of said Lot 3, 150.00 feet to the southeasterly line of Bryant Street as Bryant Street is shown on said map; thence along said line south 26° 44' west 70.00 feet; thence leaving the line of Bryant Street, south 63° 15' 45" east 177.00 feet; thence north 26° 44' east 50.00 feet to a point in the dividing line between said Lots 4 and 5; thence along said line north 63° 15' 45" west 27.00 feet to the point of beginning. Being a portion of Lots 3, 5, and 6, Block 1, Range 1 South, as shown on said map. Also being a portion of the lands conveyed by Anna D. Campen, a widow by deed dated March

7, 1922 and recorded December 24, 1929 in Book 497 of Deeds, Page 10, Santa Clara County Records.

PARCEL TWELVE:

Beginning at a point in the northeasterly line of Villa Street at the most westerly corner of that certain parcel of land described as Parcel 4 of the Santa Clara County property in that Final Decree of Distribution, the matter of the Estate of Andrew Jurian, deceased, a certified copy of which was recorded in the office of the recorder of the County of Santa Clara, State of California on October 28, 1943 in Book 1159 of Official Records at Page 407; thence from said point of beginning, leaving said line of Villa Street and going along the northwesterly side of said parcel, north $26^{\circ} 44' 00''$ east 50.00 feet to the most northerly corner thereof; thence along the northeasterly line thereof, south $63^{\circ} 15' 45''$ east 27.00 feet; thence leaving said line, south $26^{\circ} 44' 00''$ west 50.00 feet to a point in the northeasterly line of said Villa Street; thence along said line north $63^{\circ} 15' 45''$ west 27.00 feet to the point of beginning. And being a portion of the lands described in the Final Decree of Distribution above mentioned.

PARCEL THIRTEEN:

Beginning at the most westerly corner of that certain parcel of land as conveyed from George Swall, et ux, by deed dated September 27, 1932, and recorded October 4, 1932 in Book 623 of Official Records at Page 498 Santa Clara County Records and by Decree of Distribution entered on May 26, 1954 in the Matter of the Estate of Fausto Moreno, deceased, Probate No. 40454, a certified copy of which decree was recorded on May 28, 1954 in Book 2883 of Official Records at Page 387; thence from said point of beginning, along the northwesterly line thereof, north $26^{\circ} 44' 00''$ East 30.00 feet to the most northerly corner thereof; thence along said northwesterly line, south $63^{\circ} 15' 45''$ east 27.00 feet; thence leaving said line south $26^{\circ} 44'$ west 30.00 feet to a point in the southwesterly line of said parcel; thence north $63^{\circ} 15' 45''$ West 27.00 feet to the point of beginning and being a portion of the above described proeprty conveyed by Swall, et ux.

PARCEL FOURTEEN:

Beginning at a point on the southwesterly line of Evelyn Street (formerly Front Street) at the most northerly corner of that certain parcel of land conveyed by W. P. Angelo, et ux, be deed dated January 19, 1940 and recorded January 22, 1940 in Book 966 of Official Records at Page 311, Santa Clara County Records and by Decree of Dsitribution entered on May 26, 1964 in the matter of the Estate of Fausto Moreno, deceased, Probate No. 40454, a certified copy of which Decree was recorded on May 28, 1954 in Book 2883 of Official Records at Page 387; thence along the northwesterly line of said parcel, south $26^{\circ} 44' 00''$ West 53.17 feet to the most westerly corner thereof; thence along the southwesterly line thereof; south $63^{\circ} 15' 45''$ east 27.00 feet; thence leaving said line north $26^{\circ} 44' 00''$ east 23.17 feet; thence north $63^{\circ} 15' 45''$ west 15.00 feet; thence north $26^{\circ} 44' 00''$ East 30.00 feet to a point in the southwesterly line of said Evelyn Street; thence north $63^{\circ} 15' 45''$ West 12.00 feet to the point of beginning, and being a portion of the above described property conveyed by Angelo, et ux.

APN: 158-15-016

Parcel 2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MOUNTAIN VIEW, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

Beginning at a point in the Southwesterly line of Dana Street at the most Northerly corner of that certain Parcel of Land conveyed by Adele C. Paulding by deed dated February 14, 1950 and Recorded February 23, 1950 in Book 1933 of Official Records, at Page 22, Santa Clara County Records; thence from said point of beginning, along the Northwesterly line of said Parcel, South 26° 45' 45" West 60.00 feet; thence along the Southwesterly line thereof, South 63° 15' 00" East 5.00 feet; thence North 26° 45' 45" East 60.00 feet to a point in the Southwesterly line of Dana Street; thence along said line, North 63° 15' 00" West 5.00 feet to the point of beginning. Being a portion of the above described property conveyed by Paulding.

PARCEL TWO:

Beginning at a point in the Southeasterly line of Bryant Street at the most Westerly corner of that certain Parcel of Land conveyed by Nicanor Lopez and Polonia Lopez, His Wife, by Deed dated October 27, 1936 and Recorded February 24, 1948 in Book 1570 of Official Records at Page 410, Santa Clara County Records; thence from said point of beginning along the said line of Bryant Street, North 26 deg. 45' 16" East 74.96 feet to the most Northerly corner thereof; thence along the Northeasterly line thereof, South 63 deg. 14' 05" East 135.17 feet; thence along the Southeasterly line thereof, South 26 deg. 45' 16" West 74.96 feet to the most Southerly corner thereof; thence North 63 deg. 14' 05" West 135.17 feet to the point of beginning. And being all of the above described parcel so conveyed, by Lopez.

PARCEL THREE:

Beginning at a point in the Southwesterly line of Lot 3, Block 1, Range 3 South, distant thereon 135.0 feet Southeasterly of the intersection thereof with the Southeasterly line of Bryant Street, as said Lot and Street are shown upon the Map hereinafer referred to; thence Southeasterly along said Southwesterly line of Lot 3, 15 feet to the most Southerly corner thereof; thence at right angles Northeasterly 75 feet; thence at right angles Northwesterly 15 feet; thence at right angles Southwesterly 75 feet to the point of beginning and being the Southeasterly 15 feet of the Southwesterly half of Lot 3, Block 1, Range 3 South, as shown upon the Map entitled "Map of Villa Lands at Mountain View Railroad Station, the Property of D. B. Bailey, Subdivided January 1887", Recorded January 26, 1887 in Book "B" of Maps, Page 45, Records of Santa Clara County, California.

PARCEL FOUR:

Beginning at a point on the Easterly line of Bryant Street, distant thereon 100 feet Northerly from the point of intersection of the Northerly line of California Street with the Easterly line of Bryant Street; thence running Northerly along said Easterly line of Bryant Street 50 feet, thence at right angles Easterly and parallel with the Northerly line of California Street 150 feet, thence at right angles Southerly and parallel with the Easterly line of Bryant Street 50 feet; thence at right angles Westerly and parallel with the Northerly line of California Street 150 feet to the point of beginning, being the Northerly 50 feet of Lot 6, Block 1, Range 3 South, as designated and delineated upon Map entitled "Map of Villa Lands at Mountain View Railroad Station, the Property of D.B. Bailey Subdivided January 1887", Recorded January 26, 1887 in the Office of the County Recorder of the County of Santa Clara, State of California, in Book "B" of Maps, at Page 45, records of said County.

PARCEL FIVE:

Beginning at the most Easterly corner of that certain Parcel of Land conveyed by J.S. Mockbee and Emma Mockbee, husband and wife, by Deed dated March 14, 1933 and Recorded March 28, 1933 in Book 646 of Official Records at Page 116, Santa Clara County Records; thence from said point of beginning along the Northeasterly line of said Parcel, North $63^{\circ} 13' 59''$ West 30.00 feet; thence South $26^{\circ} 45' 45''$ West 99.93 feet to a point in the Northeasterly line of California Street; thence along said line, South $63^{\circ} 13' 41''$ East 30.00 feet to the most Southerly corner of said Parcel; thence North $26^{\circ} 45' 45''$ East 99.93 feet to the point of beginning; and being a portion of the above described property so conveyed by Mockbee; and also being a portion of Lot 6, Block 1, Range 3 South, Map of Villa Lands at Mountain View Railroad Station, then property of D.B. Bailey, Recorded on January 26, 1887 in Book "B" of Maps at Page 45, Santa Clara County Records.

PARCEL SIX:

Beginning at a point in the Southwesterly line of Dana Street, at the most Northerly corner of that certain Parcel of land conveyed by Louisa Maccono by Deed dated January 9, 1947 and Recorded February 14, 1947 in Book 1402 of Official Records at Page 430, Santa Clara County Records; thence from said point of beginning, along the Northwesterly line of said Parcel, South $26^{\circ} 45' 45''$ West 150.00 feet to the most Westerly corner thereof; thence along the Southwesterly line thereof, South $63^{\circ} 15'$ East 25.00 feet; thence along the Southeasterly line thereof, North $26^{\circ} 45' 45''$ East 150.00 feet to a point in the Southwesterly line of said Dana Street; thence along said line, North $63^{\circ} 15'$ West 25.00 feet to the point of beginning. And being a portion of Lot 2, Block 1, Range 3 South, Map of Villa Lands at Mountain View Railroad Station.

PARCEL SEVEN:

Beginning at the most Westerly corner of that certain property conveyed by Theresa Minjoulet, Pierre Palllessou, and Marguerite Minjoulet, by Deed dated May 29, 1940 and Recorded July 3, 1940 in Book 988 of Official Records at Page 543, Santa Clara County Records; thence along the Northwesterly line of said Parcel, North $26^{\circ} 45' 45''$ East 90.00 feet to the most Northerly corner thereof; thence along said Northeasterly line South $63^{\circ} 15'$ East 5.00 feet; thence South $26^{\circ} 45' 45''$ West 90.00 feet to a point in the Southwesterly line thereof; thence along said line, North $63^{\circ} 15'$ West 5.00 feet to the point of beginning. And being a portion of Lot 1, Block 1, Range 3 South, Map of Villa Lands at Mountain View Railroad Station.

PARCEL EIGHT:

Beginning at an x cut in the sidewalk on the Northwesterly line of Castro Street where the same is intersected by the dividing line between Lots 1 and 4 in Block 1, Range 3 South, as shown upon the Map hereinafter referred to; thence running South $26^{\circ} 46' 05''$ West along the Northwesterly line of Castro Street 74.96 feet to an iron pipe set at the True Point of Beginning of this description; thence leaving said line and running North $63^{\circ} 14' 05''$ West 143.18 feet to a 1/2 inch iron pipe set in the dividing line between Lots 3 and 4 in said Block 1, Range 3 South; thence North $26^{\circ} 45' 45''$ East along said dividing line 74.95 feet to the common corner of Lots 1, 2, 3, and 4 in said Block 1, Range 3 South; thence along the dividing line between said Lots 1 and 4, South $63^{\circ} 14' 05''$ East 5.00 feet; thence leaving said line South $26^{\circ} 45' 45''$ West 64.95 feet; thence South $63^{\circ} 14' 05''$ East 138.19 feet to a point in the Northwesterly line of said Castro Street; thence along said line, South $26^{\circ} 46' 05''$ West 10.00 feet to the true point of beginning; and being a portion of Lot 4 in Block 1, Range 3 South as shown and delineated on that certain Map entitled, "Map of Villa Lands at Mountain View Railroad Station, the property of D.B. Bailey", and which said Map was Recorded January 26, 1887 in the Office of the Recorder of the County of Santa Clara, State of California in Book "B" of Maps, Page 45, and also being shown upon that certain Map of Record of Survey filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on August 4, 1958 in Book 96 of Maps, Page 9. Being a portion of that certain property

deeded by F.L. Campen by Deed dated April 15, 1958 and Recorded May 16, 1958 in Book 4075 of Official Records at Page 642, Santa Clara County Records.

PARCEL NINE:

Beginning at a point in the Southeasterly line of Bryant Street at the most Northerly corner of that certain Parcel of Land conveyed by Theresa Garcia Gmlnes by Deed dated May 17, 1950, and Recorded May 17, 1950 in Book 1980 of Official Records, Page 346, Santa Clara County Records; thence from said point of beginning along the Southeasterly line of said Bryant Street, South 26° 45' 16" West 75.00 feet; thence along the Southwesterly line of said Parcel, South 63° 14' 34" East 150.18 feet to the most Southerly corner thereof; thence along the Southeasterly line thereof, North 26° 45' 45" East 75.00 feet to the most Easterly corner of said Parcel; thence North 63° 14' 34" West 150.19 feet to the point of beginning. And being that certain Parcel of land conveyed by Gmlnes as above described. And also being a portion of Lot 3, Block 1, Range 3 South, Map of Villa Lands at Mountain View Railroad Station, the property of D.B. Bailey, Recorded January 26, 1887 in Book "B" of Maps, Page 45, Santa Clara County Records.

PARCEL TEN:

Beginning at the point of intersection of the Northerly line of California Street with the Easterly line of Bryant Street, as said Streets are shown upon the recorded Map hereinafter referred to; thence running Northerly and along the Easterly line of Bryant Street, 100 feet; thence Easterly and parallel with the Northerly line of California Street, 150 feet to a point on the dividing line between Lots 5 and 6 in Block 1 Range 3 South, as shown upon the recorded Map hereinafter referred to; thence running Southerly and along said dividing line, 100 feet to a point on the Northerly line of California Street; thence running Westerly and along the Northerly line of California Street, 150 feet to the point of beginning, and being the Southerly 100 feet of Lot 6 in Block 1 Range 3 South as shown upon that certain Map entitled, "Map of Villa Lands at Mountain View Railroad Station, the property of D.B. Bailey, Subdivided January 1776", and which said Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on January 26, 1887 in Book "B" of Maps at Page 45.

EXCEPTING THEREFROM so much thereof as described in the Deed from Jennie Triplano also known as Jennie Mazzola Triplano, a widow, to City of Mountain View, A Municipal Corporation, dated October 21, 1959 and Recorded February 9, 1960 in Book 4690 Official Records, Page 52 as follows:

BEGINNING at the most Easterly corner of that certain Parcel of land conveyed by J.S. Mockbee and Emma Mockbee, husband and wife, by Deed dated March 14, 1933 and Recorded March 28, 1933 in Book 646 of Official Records, at Page 116, Santa Clara County Records; thence from said point of beginning along the Northeasterly line of said Parcel North 63° 13' 59" West 30.00 feet; thence South 26° 45' 45" West 99.93 feet to a point in the Northeasterly line of California Street; thence along said line, South 63° 13' 41" East 30.00 feet to the most Southerly corner of said Parcel; thence North 26° 45' 45" East 99.93 feet to the point of beginning; and being a portion of Lot 6, Block 1, Range 3 South, Map of Villa Lands at Mountain View Railroad Station, the property of D.B. Bailey, Recorded on January 26, 1887 in Book "B" of Maps at Page 45, Santa Clara County Records.

APN: 158-12-051

Parking Structures
Net Book Value

Exhibit B

Fiscal Year ending June 30,	73.4%	55.4%
	NBV Parking Structure No. 1	NBV Parking Structure No. 2
2015	1,101,551	5,813,585
2016	1,025,582	5,634,705
2017	949,613	5,455,826
2018	873,644	5,276,946
2019	797,675	5,098,067
2020	721,706	4,919,187
2021	645,737	4,740,308
2022	569,768	4,561,428
2023	493,799	4,382,549
2024	417,830	4,203,669
2025	341,861	4,024,790
2026	265,892	3,845,910
2027	189,923	3,667,030
2028	113,954	3,488,151
2029	37,985	3,309,271
2030	-	3,130,392
2031	-	2,951,512
2032	-	2,772,633
2033	-	2,593,753
2034	-	2,414,874
2035	-	2,235,994
2036	-	2,057,115
2037	-	1,878,235
2038	-	1,699,356
2039	-	1,520,476
2040	-	1,341,597
2041	-	1,162,717
2042	-	983,837
2043	-	804,958
2044	-	626,078
2045	-	447,199
2046	-	268,319
2047	-	89,440
2048	-	-

Compensation Estimate for Each of the Taxing Entities

	<u>Structure No. 1</u>	<u>Structure No.2</u>
FY 2014-15 Revenue	\$ -	\$283,205.00
RDA Percentage of Revenue	73.4%	55.4%
Taxing Entities Allocation	\$ -	\$156,895.57

Taxing Entities	Allocation Factors	Revenue Allocation	Revenue Allocation
Santa Clara County	14.08527%	\$ -	\$ 22,099.16
Mountain View	14.56277%	-	22,848.35
Mountain View Elementary	17.69125%	-	27,756.79
Mountain View-Los Altos Union High	14.31899%	-	22,465.87
Foothill-DeAnza Community College	6.40956%	-	10,056.32
County School Service	3.45019%	-	5,413.19
Midpeninsula Regional Open Space District	1.56699%	-	2,458.54
SCVWD North West Zone 1	1.17756%	-	1,847.54
Santa Clara Valley Water District	0.16504%	-	258.94
El Camino Hospital	1.77848%	-	2,790.36
Bay Area Air Quality Management District	0.18617%	-	292.09
Mountain View Parking District No.02	10.31571%	-	16,184.89
SCC Importation Water-Misc District	0.49163%	-	771.35
SCVWD West Zone 4	0.12672%	-	198.82
ERAF	13.67365%	-	21,453.36
Total	100.0000%	\$ -	\$156,895.57

Source of Allocation Factors: Santa Clara County