

DOCUMENT: 21605284

Pages: 38



Fees - No Fees
Taxes
Copies
AMT PAID

OTC - 98019339-mc

RECORDING REQUESTED BY:

Office of the City Attorney
City of Santa Clara, California

AND WHEN RECORDED MAIL TO:

Richard E. Nosky, Jr., City Attorney
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Chicago Title

RDE # 024
3/29/2012
3:09 PM

RECORD WITHOUT FEE PURSUANT TO
GOVERNMENT CODE SECTION 6103

SPACE ABOVE FOR RECORDER'S USE

APNs: 104-43-30, 47, 49, 50, 51, 52, 53;
104-42-14 (portion), 19 (portion);
104-06-12, 13, 14, 17
104-03-38, 39

The undersigned grantor declares Documentary Transfer Tax not shown pursuant to Section 11932 of the California Revenue and Taxation Code

Documentary Transfer Tax is \$-0 RST 11922

- () computed on full value of property conveyed.
- () computed on full value less value of liens and encumbrances remaining.
- () Unincorporated area: (X) City of: Santa Clara

City transfer tax is \$

Signature of declarant:

Mark Clayton
Mark Clayton, Agent For Declarant

MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease ("Memorandum") is made as of March 28, 2012, between the CITY OF SANTA CLARA, CALIFORNIA, a chartered California municipal corporation ("City"), as lessor, and the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity created through Government Code Section 6500 et seq. ("Lessee"), as ground lessee, who hereby agree as follows:

1. Grant. City hereby leases to Lessee and Lessee hereby leases from City the real property described in Exhibit A attached hereto (the "Stadium Site"), on all the terms and conditions of that certain Ground Lease (Stadium Site) dated as of March 28, 2012, by and between City and Lessee (the "Ground Lease"), all of the terms and conditions of which Ground Lease are incorporated herein as though fully set forth.

2. Purpose of Memorandum. This Memorandum has been prepared for the purpose of recordation pursuant to the Ground Lease, and shall not alter or affect in any way the rights and obligations of City and Lessee under the Ground Lease. In the event of any inconsistency between this Memorandum and the Ground Lease, the terms of the Ground Lease shall control.

Mail Tax Statements to: City of Santa Clara, City Attorney's office
1500 Warburton Avenue
Santa Clara, CA 95050
Attn: Richard E. Nosky, Jr.

Capitalized terms used in this Memorandum without being defined herein shall have the meanings given them in the Ground Lease.

3. Term. The term of the Ground Lease ("Term") consists of the Initial Term and certain Option Terms, each as described herein. The Initial Term shall be a period of forty (40) years, beginning on the Commencement Date, which shall be one day following the Substantial Completion Date, as defined below. City hereby grants Lessee five (5) successive options (each, an "Extension Option", and collectively the "Extension Options") to extend the Term of the Ground Lease, in each instance for an additional period of four (4) years (each, an "Option Term"). In addition, if the last day of the Initial Term is any other date than June 30th of a given year, then Lessee shall have an additional option (the "Interim Option") to extend the Term for an interim period (the "Interim Option Term"), which shall commence on the day immediately following the last day of the Initial Term and end on the last day of the NFL Season during which the Interim Option Term commenced (or, if the first Extension Option is exercised hereunder, the Interim Option Term shall end on June 30th of the calendar year immediately following the commencement of the Interim Option Term, and the first Option Term shall begin on July 1 immediately thereafter). If the Initial Term Expiration Date is June 30th, there will be no Interim Option.

4. Construction License. During the period beginning on the Effective Date and ending on the Substantial Completion Date (as defined in this paragraph), Lessee shall have the right to enter upon the Stadium Site, and the right to permit third parties to enter on and use the Stadium Site, for development of a stadium (the "Stadium") suitable for NFL games, with a permanent seating capacity of up to 68,500 seats (with the possibility for expansion to approximately 75,000 seats for larger events such as an NFL Super Bowl), together with related improvements, including landscaping and infrastructure. For purposes hereof, the "Substantial Completion Date" shall mean one day following the day on which the Stadium has been substantially completed, as evidenced by the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by City, and to the extent applicable, approval by the NFL, in compliance with NFL facility standards, for playing NFL football at the Stadium.

5. Easements and Licenses Granted and Reserved.

5.1. Easements Reserved. City hereby reserves the following easements, each of which shall be appurtenant to other property of City, as hereinafter specified:

(a) a non-exclusive easement, appurtenant to the Remainder Lot and to each of Lots 3, 5 and 6, as each such Lot is shown on the Stadium Tract Map (as hereinafter defined), and for the benefit of the lands of the City and County of San Francisco adjoining the southerly boundary of Lots 4, 5, 6 and the Remainder Lot, for access, ingress and egress to and between said Lots and lands and Stars and Stripes Drive, over that portion of the Stadium Site described in Exhibit B attached hereto (the "South Access Road"). For purposes of this Agreement, the term "Stadium Tract Map" means that certain Map entitled "Tract 10118", which Map was recorded in the Official Records of the County of Santa Clara, California ("Official Records") on March 23, 2012, as Instrument 21596992, at Book 851 of Maps, Pages 29-34, inclusive.

(b) a non-exclusive easement, appurtenant to Lots 2 and 3, as shown on the Stadium Tract Map, for access to said Lots and for ingress and egress to and between said Lots and Tasman Drive, over that portion of the Stadium Site described in Exhibit C attached hereto (the "Tasman Drive Access Road").

(c) A non-exclusive easement for private utility purposes, appurtenant to Lot 2, as shown on the Stadium Tract Map, over that portion of the Stadium Site described in Exhibit D attached hereto;

5.2. Licenses Granted. City hereby grants to Lessee the following licenses, which shall be appurtenant to the leasehold granted hereby, for use in connection with the construction and maintenance of the Stadium (including any reconstruction following the occurrence of a Casualty during the Term):

(a) An irrevocable license consisting of the right to overswing the airspace above a portion of Lot 2 as shown on the Stadium Tract Map, as such portion is more particularly described in Exhibit E attached hereto (the "Soccer Park Overswing Area") in connection with construction activities on the Stadium Site, together with a temporary easement for the impact on said Lot 2 of construction noise, dust and other incidental impacts of construction.

(b) An irrevocable license consisting of the right to overswing the airspace above a portion of the Remainder Lot, as shown on the Stadium Tract Map, as such portion is more particularly described in Exhibit F attached hereto (the "Water Tower Parcel Overswing Area") in connection with construction activities on the Stadium Site, together with a temporary easement for the impact on said Remainder Lot of construction noise, dust and other incidental impacts of construction.

5.3. Easements Granted. City hereby grants to Lessee the easements described below, as appurtenances to the leasehold granted hereby, and continuing throughout, and irrevocable during, the Construction Period and the Term of the Ground Lease (and of any New Lease, as that term is defined in the Ground Lease), as such Term may be extended from time to time, in, on, under and over the properties specified, for use by Lessee for the purposes set forth herein, together with the right to grant easements (including exclusive easements on a temporary basis, e.g., during the Construction Period, or on days when Stadium Events are held) or lesser rights to Subtenants or other third parties (together with Lessee, "Authorized Persons"), and to permit, allow, license or otherwise authorize the use by Authorized Persons of the easements and other rights granted herein. Each of the easements being granted pursuant to this Memorandum and the Ground Lease is intended to facilitate the design, construction, development, repair, reconstruction, renovation, maintenance, repair of the Stadium, and the use and operation of the Stadium for events occurring within the Stadium, on the Stadium Site, or in the parking areas in the vicinity of the Stadium Site ("Stadium Events"), in each instance subject to, and provided such use does not interfere unreasonably with, the existing rights of tenants, licensees, and other persons presently entitled to use or occupy any of such properties. For purposes of the foregoing, each of the easements granted herein includes a right of access, including rights of reasonable pedestrian and vehicular ingress and egress to the area or areas subject to such easement, and to, from and between the Stadium Site and such easement area or areas for the

uses and purposes specified. Without limiting the generality of the foregoing, City hereby grants to Lessee, with respect to the properties listed below, the following rights and easements:

(a) Main Lot.

(1) Reaffirmation of Grant. City hereby reaffirms the grants and conveyances previously made in that certain Easement Agreement made and entered into as of January 1, 2012 and recorded March 23, 2012 as Instrument No. 21597004 in the Official Records, by and among City, as grantor, and Lessee and Forty Niners Stadium, LLC, as grantees (the "Main Lot Parking Easement Agreement"), which Main Lot Parking Easement Agreement encumbers certain parcels of real property identified therein as the "Parking Parcels" (the "Main Lot"). As provided in Section 1.2 of the Main Lot Parking Easement Agreement, the easements granted to Lessee therein are, as of the Effective Date, appurtenances to the Ground Lease.

(2) Great America Parking Agreement. Lessee acknowledges that the Main Lot is also subject to certain non-exclusive easements for parking and related uses granted by City to Cedar Fair Southwest, Inc. ("Cedar Fair"), which easements are appurtenant to the leasehold granted to Cedar Fair under that certain Ground Lease with First Refusal Purchase Rights, as amended (the "GA Lease"), between City (as lessor) and Cedar Fair (as lessee). The easements and other rights in the Main Lot granted to Cedar Fair pursuant to the GA Lease, and the easements and other rights in the Main Lot granted to Lessee and StadCo pursuant to the Main Lot Parking Easement Agreement referred to above and reaffirmed hereby, are intended by City, as grantor, and are acknowledged and agreed by Lessee, to be non-exclusive, and not to diminish or infringe upon one another. In furtherance thereof, Lessee, StadCo, Cedar Fair and City have entered into that certain Parking Agreement dated as of January 1, 2012 (the "GA Parking Agreement"), which contains provisions relating to the coordination and shared utilization of the Main Lot by the parties thereto, including revenue and cost sharing provisions associated therewith. The GA Parking Agreement also contemplates the negotiation and entry into an one or more supplemental agreements ("Implementation Agreements") relating to coordination and other issues. Lessee shall use the Main Lot, and shall exercise the rights granted in the Main Lot Parking Easement Agreement and in the Ground Lease with respect to the Main Lot, in a manner not inconsistent with any applicable provisions of the GA Parking Agreement and any Implementation Agreements. City agrees that it will not grant any further easements or other rights to any third party that are superior to, or that infringe upon or diminish the rights granted to Lessee and StadCo under the Main Lot Parking Easement Agreement and the Ground Lease. City shall not otherwise construct or permit construction of structures on the Main Lot without the written approval of Lessee and, to the extent specified in the Stadium Lease, StadCo.

(b) Stars and Stripes Lot. With respect to the real property shown as Lot 4 on the Stadium Tract Map (the "Stars and Stripes Lot"), City hereby grants to Lessee, on the terms and subject to the conditions contained in the Ground Lease, a non-exclusive easement consisting of the right to construct, install, improve, maintain, repair, replace, use and operate a road over the Stars and Stripes Lot, running from the southerly boundary of Stars and Stripes Drive over and across the Stars and Stripes Lot to the eastern boundary of the Stadium Site (Lot 1, as shown on the Stadium Tract Map), together with a non-exclusive easement to use said road

for access, ingress and egress to, from and between Stars and Stripes Drive and the South Lot and the Stadium Site.

(c) South Lot. With respect to the real property identified as Lot 6 on the Stadium Tract Map (the "South Lot"), City hereby grants to Lessee the following easements, subject to the terms, conditions and limitations specified in the Ground Lease:

(1) An easement for Parking Rights (as that term is defined in the Ground Lease), as well as the right to park motor vehicles (of any size, including buses and trucks) and non-motorized vehicles (including bicycles) at other times and in connection with uses of the Stadium Site other than for Stadium Events, together with the right to improve, maintain, repair, and operate the South Lot, and including, but not limited to, the right to exclusive use of the South Lot (subject to rights of access of Stadium security personnel or personnel of City utilities) on days when Stadium Events are scheduled, and non-exclusive use at other times.

(2) An easement for the right to excavate, construct, install, repair, replace, reconstruct, reconfigure, maintain and use roads, driveways, sidewalks and pedestrian areas for vehicular (including truck) and pedestrian ingress and egress to and from the public streets;

(3) An easement for the placement of light fixtures, landscaping, entry and exit gates, trash receptacles, bicycle storage facilities, rest rooms and other improvements ancillary to the operation of the South Lot, together with a right of pedestrian and vehicular ingress, egress and access for inspection, maintenance, repair, alteration, reconstruction, replacement and use of such improvements.

(4) The right to use the land underlying the South Lot for the purpose of installing Utility Facilities therein and thereon, laterally and vertically, together with a right of pedestrian and vehicular ingress, egress and access for inspection, maintenance, repair, alteration, reconstruction, replacement and use of such Utility Facilities.

(d) Soccer Park Parcel. With respect to the real property identified as Lot 2 on the Stadium Tract Map (the "Soccer Park Parcel"), City hereby grants to Lessee a non-exclusive easement consisting of a right of pedestrian ingress and egress to, from and between the Stadium Site (by way of the easement granted in Section 5.3(f) below over Lot 3, as shown on the Stadium Tract Map) and Stars and Stripes Drive, over the southeasterly corner of the Soccer Park Parcel, as shown on the Stadium Tract Map and described in Exhibit G attached hereto (the "Soccer Park Easement Area"), together with a right of access, ingress and egress over the Soccer Park Parcel to excavate, construct, install, repair, replace, reconstruct, reconfigure, maintain and use sidewalks and pedestrian areas within the Soccer Park Easement Area and the Training Facilities Easement Area to facilitate such use.

(e) San Tomas Aquino Creek. City hereby grants to Lessee a non-exclusive easement consisting of a right to repair, replace, reconstruct, maintain, operate and use, an existing bridge over the San Tomas Aquino Creek for all purposes permitted under the terms of that certain Construction/Encroachment Permit issued by the SCVWD, dated March 22, 1991,

Permit No. 91206, including installation of additional Utility Facilities and to provide pedestrian access, ingress and egress between the Stadium Site and the Main Lot. In addition, City hereby grants to Lessee a non-exclusive easement for the right to utilize those certain easements reserved by City in that certain Grant Deed from City to SCVWD recorded June 13, 1975 as Instrument No. 5030570, Book B461 Page 724, of Official Records, for all purposes stated in such Grant Deed, including installing, operating and maintaining utility facilities as specified therein, and other uses not inconsistent with flood control purposes, including, without limitation, construction and other activities related to the installation, maintenance, operation and use of the Bridges and related facilities authorized by that certain Real Property License Agreement dated as of even date herewith, between Lessee and SCVWD and recorded concurrently herewith (the "Bridge License Agreement"), as well as the use of such reserved easements to provide pedestrian access, ingress and egress between the Stadium Site and the Main Lot.

(f) Training Facilities. With respect to the property identified as Lot 3 on the Stadium Tract Map (the "Training Facilities Parcel"), City hereby grants to Lessee a non-exclusive easement consisting of a right of pedestrian ingress and egress to, from and between the Stadium Site and Stars and Stripes Drive (by way of the easement over the Soccer Park Parcel granted in Section 5.3(d) above), over the portion of said Lot 3 shown on the Stadium Tract Map and described in Exhibit H attached hereto (the "Training Facilities Easement Area"), together with a right of access, ingress and egress over the Training Facilities Parcel to excavate, construct, install, repair, replace, reconstruct, reconfigure, maintain and use sidewalks and pedestrian areas within the Training Facilities Easement Area and the Soccer Park Easement Area to facilitate such use.

(g) Tasman Drive Surface Lots. With respect to the property commonly known as Assessor's Parcel Numbers 104-3-38 and 104-3-39, as more particularly described in Exhibit I (the "Surface Lots"), City hereby grants to Lessee a non-exclusive easement consisting of a right of access to, and use of, the Surface Lots during the Construction Period for construction staging and other activities relating to the construction of the Stadium, including, but not limited to, lay-down, storage, staging, parking of construction and other vehicles, installation, maintenance and use of security fencing, safety barriers and other temporary improvements; and other construction activities reasonably incidental to the foregoing or the construction of the Stadium.

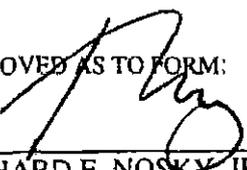
[The remainder of this page is intentionally blank. Signatures are on following page.]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Ground Lease as of the date first hereinabove written.

CITY:

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

APPROVED AS TO FORM:



RICHARD E. NOSKY, JR.
City Attorney



JENNIFER SPARACINO
City Manager

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:



ROD DIRIDON, JR.
City Clerk

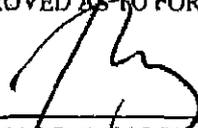
3/26/12

Date

LESSEE:

**SANTA CLARA STADIUM AUTHORITY,
a joint exercise of powers entity,
created through Government Code Sections 6500 et seq.**

APPROVED AS TO FORM:



RICHARD E. NOSKY, JR.
Authority General Counsel



JENNIFER SPARACINO
Executive Director

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Facsimile: (408) 241-6771

ATTEST:



ROD DIRIDON, JR.
Authority Secretary

3/26/12

Date

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

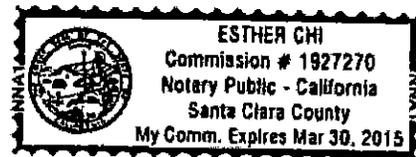
)
) ss.
)

On March 26, 2012 before me, Esther Chi, Notary Public, personally appeared Jennifer Sparacino, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS, my hand and official seal.

Esther Chi
Notary Public



STATE OF CALIFORNIA
COUNTY OF SAN MATEO

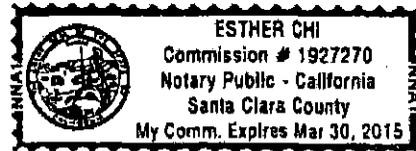
)
) ss.
)

On March 26, 2012 before me, Esther Chi, Notary Public, personally appeared Jennifer Sparacino, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS, my hand and official seal.

Esther Chi
Notary Public



**CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)**

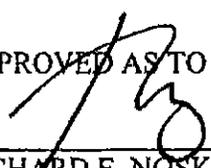
This is to certify that the interest in real property conveyed by the Ground Lease from the City of Santa Clara is hereby accepted on March 26, 2012, by the undersigned officer or agent on behalf of the Santa Clara Stadium Authority pursuant to authority conferred by resolution of the Authority Board adopted on February 14, 2012, and the Authority Board consents to the recordation of said document in the Office of the Recorder of Santa Clara, State of California.

Dated: March 26, 2012

Santa Clara Stadium Authority, a joint
exercise of powers entity created pursuant to
Government Code Section 6500 et seq.


JENNIFER SPARACINO
Authority Executive Director

APPROVED AS TO FORM:



RICHARD E. NOSKY
Authority General County

ATTEST:



ROD DIRIDON, JR.
Authority Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN MATEO)

On March 26, 2012 before me, Esther Chi, Notary Public, personally appeared Jennifer Sparacino, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS, my hand and official seal.

Esther Chi
Notary Public

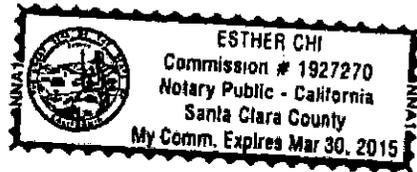


EXHIBIT "A"
LEGAL DESCRIPTION
FOR: STADIUM SITE

All that certain real property situate in the City of Santa Clara, County of Santa Clara, State of California, being more particularly described as follows:

All of Lot 1 as shown on that certain Map entitled "Tract No. 10118", filed for record on March 23, 2012 in Book 851 of Maps, at Pages 29-34, Santa Clara County Records.

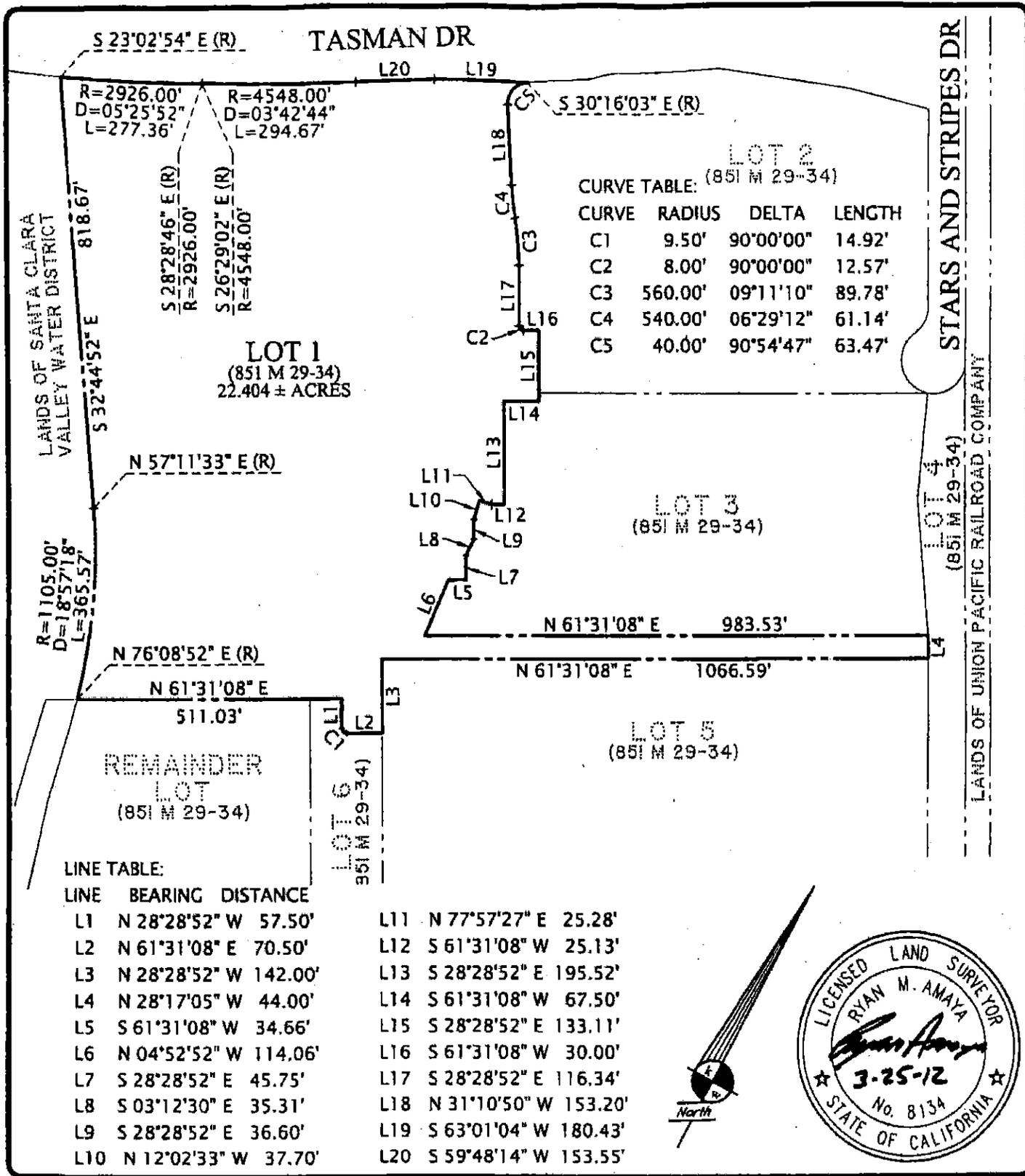
As shown on "SHEET 2" attached hereto and by this reference made a part hereof.

Legal Description prepared by Kier & Wright, Civil Engineers & Surveyors, Inc.

Date 3-25-12


Ryan M. Amaya LS 8134





PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR: STADIUM SITE		DATE	MAR. 2012
		SCALE	1" = 250'
SANTA CLARA	CALIFORNIA	DR. BY	SB
		JOB	A07216-5
EXHIBIT "A"		SHEET NO.	2 OF 2
		KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. 3350 Scott Boulevard, Building 22 (408) 727 6665 Santa Clara, California 95054 fax (408) 727 5641	

EXHIBIT "B"
LEGAL DESCRIPTION
FOR: SOUTH ACCESS ROAD

All that certain real property situate in the City of Santa Clara, County of Santa Clara, State of California, being a portion of Lots 1 and 4 as shown on that certain Map entitled "Tract No. 10118", filed for record on March 23, 2012 in Book 851 of Maps, at Pages 29-34, Santa Clara County Records, being more particularly described as follows:

AREA 1:

Beginning at the most northerly corner of Lot 5 of said Tract Map;

Thence along the northeasterly line of said Lot 1, North 28°17'05" West, 12.50 feet to the True Point of Beginning;

Thence continuing along said northeasterly line, North 28°17'05" West, 28.02 feet;

Thence leaving said northeasterly line, the following five (5) courses and distances:

1. Northerly along a non-tangent curve to the left having a radius of 23.00 feet and to which point a radial line bears South 30°58'39" East, through a central angle of 91°52'52" for an arc distance of 36.88 feet;
2. North 32°51'31" West, 235.19 feet;
3. North 22°26'08" West, 132.33 feet;
4. Along a curve to the left having a radius of 4.00 feet, through a central angle of 96°02'44" for an arc distance of 6.71 feet;
5. South 61°31'08" West, 18.68 feet to a point on the northeasterly line of Lot 3 of said Tract Map;

Thence along said northeasterly line, North 22°26'08" West, 24.13 feet;

Thence leaving said northeasterly line, the following three (3) courses and distances:

1. North 61°31'08" East, 14.13 feet;
2. Along a curve to the left having a radius of 10.00 feet, through a central angle of 83°57'16" for an arc distance of 14.65 feet;
3. North 22°26'08" West, 33.99 feet to a point on the northwesterly line of Lot 4 of said Tract Map;

Thence northerly along said northwesterly line, along a non-tangent curve to the left having a radius of 64.00 feet and to which point a radial line bears South 39°43'22" East, through a central angle of 25°13'55" for an arc distance of 28.18 feet;

Thence leaving said northwesterly line, the following two (2) courses and distances:

1. South 28°17'08" East, 501.34 feet;
2. South 61°31'08" West, 49.41 feet to the True Point of Beginning.

As shown on "SHEET 5" attached hereto and by this reference made a part hereof.

AREA 2:

Beginning at the most northerly corner of Lot 5 of said Tract Map;

Thence along the northeasterly line of said Lot 1, North 28°17'05" West, 12.50 feet to the True Point of Beginning;

Thence continuing along said northeasterly line, North 28°17'05" West, 28.02 feet;

Thence leaving said northeasterly line, the following three (3) courses and distances:

1. Southerly along a non-tangent curve to the right having a radius of 23.00 feet and to which point a radial line bears South 30°58'39" East, through a central angle of 02°29'47" for an arc distance of 1.00 feet;
2. South 61°31'08" West, 654.02 feet;
3. Along a curve to the right having a radius of 10.00 feet, through a central angle of 49°27'30" for an arc distance of 8.63 feet to a point on the southeasterly line of Lot 3 of said Tract Map;

Thence along said southeasterly line, South 61°31'08" West, 30.80 feet;

Thence leaving said southeasterly line, the following three (3) courses and distances:

1. Southerly along a non-tangent curve to the right having a radius of 10.00 feet and to which point a radial line bears South 77°56'23" East, through a central angle of 49°27'30" for an arc distance of 8.63 feet;
2. South 61°31'08" West, 71.00 feet;
3. Along a curve to the right having a radius of 10.00 feet, through a central angle of 49°27'30" for an arc distance of 8.63 feet to a point on said southeasterly line of Lot 3;

Thence along said southeasterly line, South 61°31'08" West, 30.80 feet;

Thence leaving said southeasterly line, the following three (3) courses and distance:

1. Southerly along a non-tangent curve to the right having a radius of 10.00 feet and to which point a radial line bears South 77°56'23" East, through a central angle of 49°27'30" for an arc distance of 8.63 feet;
2. South 61°31'08" West, 165.49 feet;
3. North 28°28'52" West, 3.50 feet to the most southerly corner of said Lot 3;

Thence along the westerly line of said Lot 3, North 04°52'52" West, 20.19 feet;

Thence leaving said westerly line, the following four (4) courses and distances:

1. South $61^{\circ}31'08''$ West, 111.30 feet;
2. South $28^{\circ}28'52''$ East, 17.50 feet;
3. South $61^{\circ}31'08''$ West, 161.00 feet;
4. South $28^{\circ}28'52''$ East, 120.00 feet to a point on the southeasterly line of said Lot 1;

Thence along said southeasterly line, North $61^{\circ}31'08''$ East, 25.00 feet;

Thence leaving said southeasterly line, the following three (3) courses and distances:

1. North $28^{\circ}28'52''$ West, 22.00 feet;
2. North $61^{\circ}31'08''$ East, 44.00 feet;
3. South $28^{\circ}28'52''$ East, 22.00 feet to said southeasterly line of said Lot 1;

Thence along said southeasterly line, North $61^{\circ}31'08''$ East, 32.00 feet;

Thence leaving said southeasterly line, the following two (2) courses and distances:

1. North $28^{\circ}28'52''$ West, 30.00 feet;
2. North $61^{\circ}31'08''$ East, 80.00 feet to a point on the easterly line of said Lot 1;

Thence along said easterly line, North $28^{\circ}28'52''$ West, 20.50 feet;

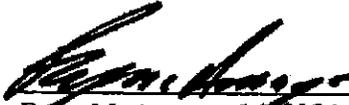
Thence leaving said easterly line, the following four (4) courses and distances:

1. Westerly along a non-tangent curve to the right having a radius of 16.00 feet and to which point a radial line bears South $14^{\circ}00'13''$ East, through a central angle of $75^{\circ}31'21''$ for an arc distance of 21.09 feet;
2. North $28^{\circ}28'52''$ West, 5.50 feet;
3. Along a curve to the right having a radius of 16.00 feet, through a central angle of $90^{\circ}00'00''$ for an arc distance of 25.13 feet;
4. North $61^{\circ}31'08''$ East, 1062.64 feet to the True Point of Beginning.

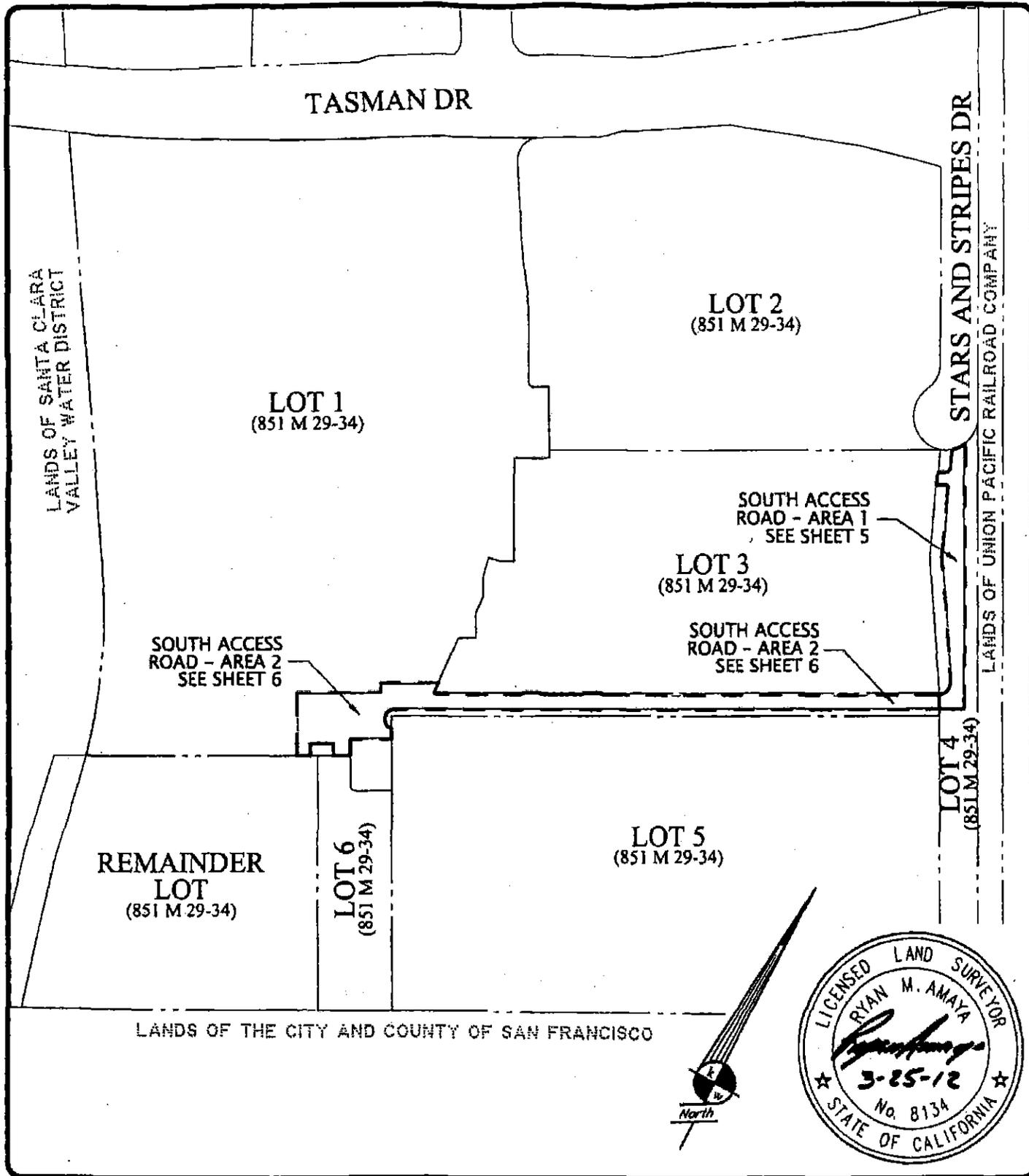
As shown on "SHEET 6" attached hereto and by this reference made a part hereof.

Legal Description prepared by Kier & Wright, Civil Engineers & Surveyors, Inc.

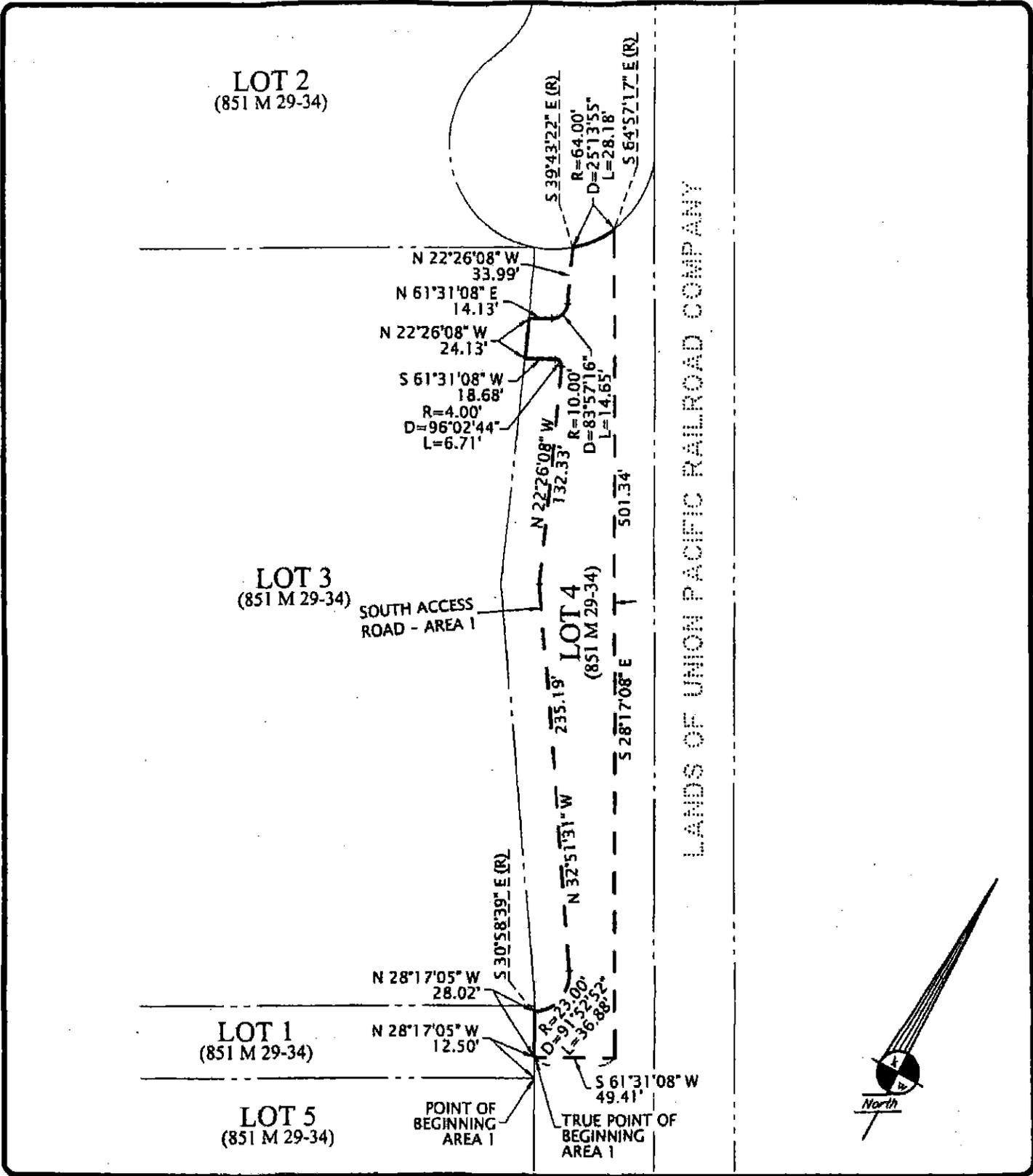
Date 3-25-12


Ryan M. Amaya LS 8134





<p align="center">PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR: SOUTH ACCESS ROAD</p>		DATE	MAR. 2012
		SCALE	1" = 250'
SANTA CLARA	CALIFORNIA	DR. BY	SB
<p align="center">EXHIBIT "B"</p>	 <p>KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. 3350 Scott Boulevard, Building 22 Santa Clara, California 95054 (408) 727 6665 fax (408) 727 5641</p>	JOB	A07216-5
		SHEET NO.	4 OF 6



PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR: SOUTH ACCESS ROAD		DATE	MAR. 2012	
		SCALE	1" = 80'	
SANTA CLARA	CALIFORNIA		DR. BY	SB
EXHIBIT "B"	 KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. 3350 Scott Boulevard, Building 22 Santa Clara, California 95054	JOB	A07216-5	
		SHEET NO.	5 OF 6	

NOT TO SCALE. THIS PLAT IS A PRELIMINARY SURVEY AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES WITHOUT THE SUPERVISION OF A LICENSED SURVEYOR.

EXHIBIT "C"
LEGAL DESCRIPTION
FOR: TASMAN DRIVE ACCESS ROAD

All that certain real property situate in the City of Santa Clara, County of Santa Clara, State of California, being a portion of Lot 1 as shown on that certain Map entitled "Tract No. 10118", filed for record on March 23, 2012 in Book 851 of Maps, at Pages 29-34, Santa Clara County Records, being more particularly described as follows:

Beginning at the most southerly corner of Lot 2 of said Tract Map;

Thence along the westerly line of said Lot 2 the following eight (8) courses and distances:

1. North 28°28'52" West, 118.11 feet;
2. South 61°31'08" West, 30.00 feet;
3. Along a curve to the right having a radius of 8.00 feet, through a central angle of 90°00'00" for an arc distance of 12.57 feet;
4. North 28°28'52" West, 116.34 feet;
5. Along a curve to the left having a radius of 560.00 feet, through a central angle of 09°11'10" for an arc distance of 89.78 feet to a point of reverse curvature;
6. Along a curve to the right having a radius of 540.00 feet, through a central angle of 06°29'12" for an arc distance of 61.14 feet;
7. North 31°10'50" West, 153.20 feet;
8. Along a curve to the right having a radius of 40.00 feet, through a central angle of 90°54'47" for an arc distance of 63.47 feet to a point on the southeasterly line of Tasman Drive as shown on said Tract Map;

Thence along said southeasterly line, South 63°01'04" West, 101.34 feet;

Thence leaving said southeasterly line, the following twelve (12) courses and distances:

1. Southerly along a non-tangent curve to the right having a radius of 44.00 feet and to which point a radial line bears North 04°20'49" East, through a central angle of 54°28'21" for an arc distance of 41.83 feet;
2. South 31°10'50" East, 99.81 feet;
3. South 58°49'10" West, 18.00 feet;
4. South 31°10'50" East, 65.00 feet;
5. Along a curve to the left having a radius of 600.00 feet, through a central angle of 06°29'12" for an arc distance of 67.93 feet to a point of reverse curvature;
6. Along a curve to the right having a radius of 500.00 feet, through a central angle of 07°59'43" for an arc distance of 69.77 feet;
7. North 60°19'41" East, 18.00 feet;
8. Southerly along a non-tangent curve to the right having a radius of 518.00 feet and to which point a radial line bears North 60°19'41" East, through a central angle of 01°11'26" for an arc distance of 10.98 feet;
9. South 28°28'52" East, 177.64 feet;

10. Along a curve to the left having a radius of 61.00 feet, through a central angle of $52^{\circ}34'32''$ for an arc distance of 55.97 feet to a point of reverse curvature;
11. Along a curve to the right having a radius of 4.00 feet, through a central angle of $52^{\circ}34'32''$ for an arc distance of 3.67 feet;
12. South $28^{\circ}28'52''$ East, 28.19 feet to a point on the northwesterly line of Lot 3 of said Tract Map;

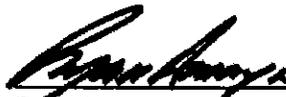
Thence along said northwesterly line, the following two (2) courses and distances:

1. North $61^{\circ}31'08''$ East, 54.50 feet;
2. North $28^{\circ}28'52''$ West, 15.00 feet to the Point of Beginning.

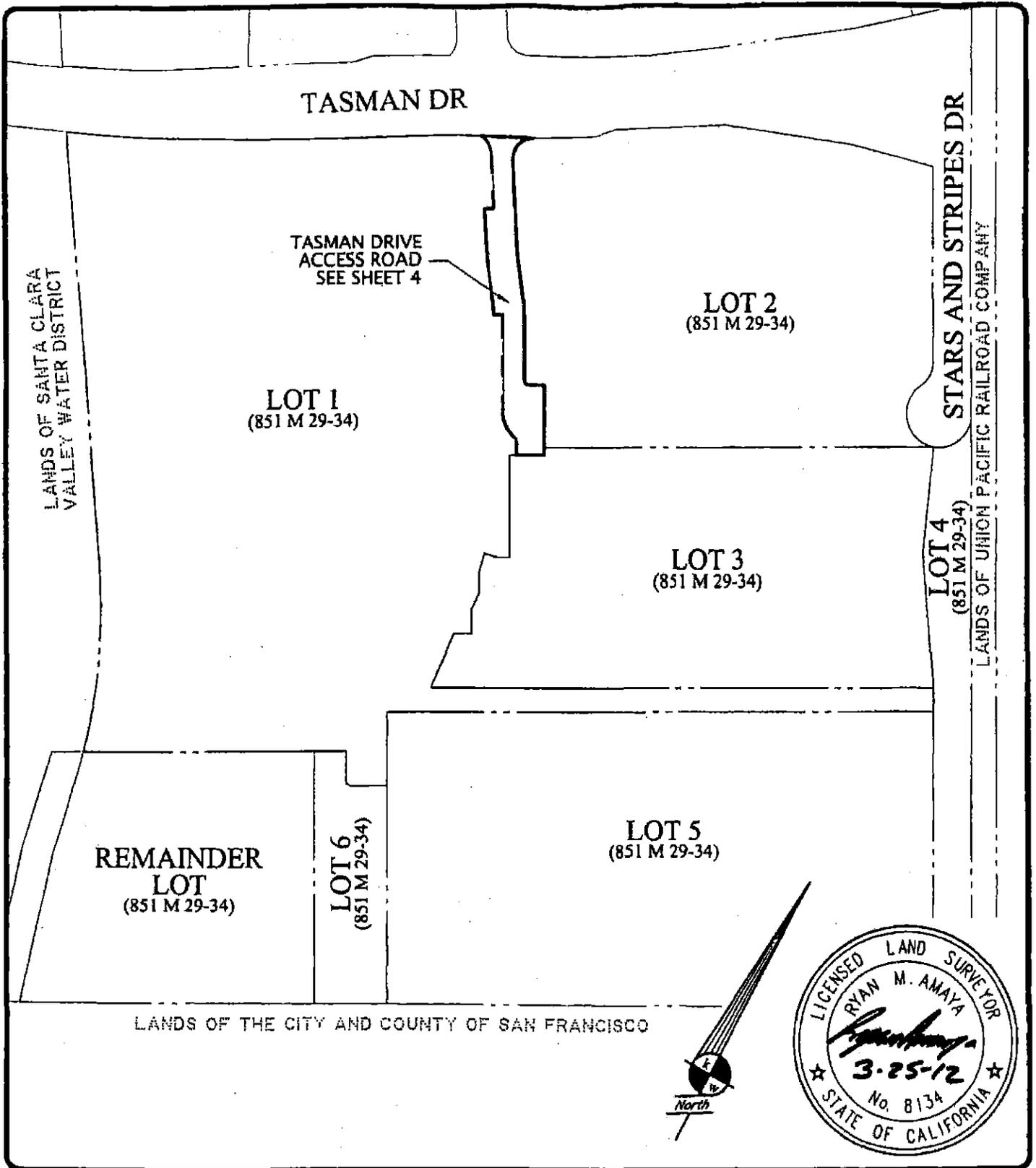
As shown on "SHEET 4" attached hereto and by this reference made a part hereof.

Legal Description prepared by Kier & Wright, Civil Engineers & Surveyors, Inc.

Date 3-25-12

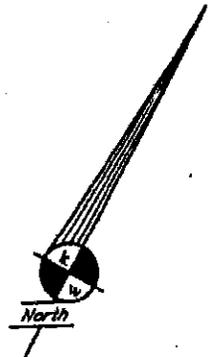
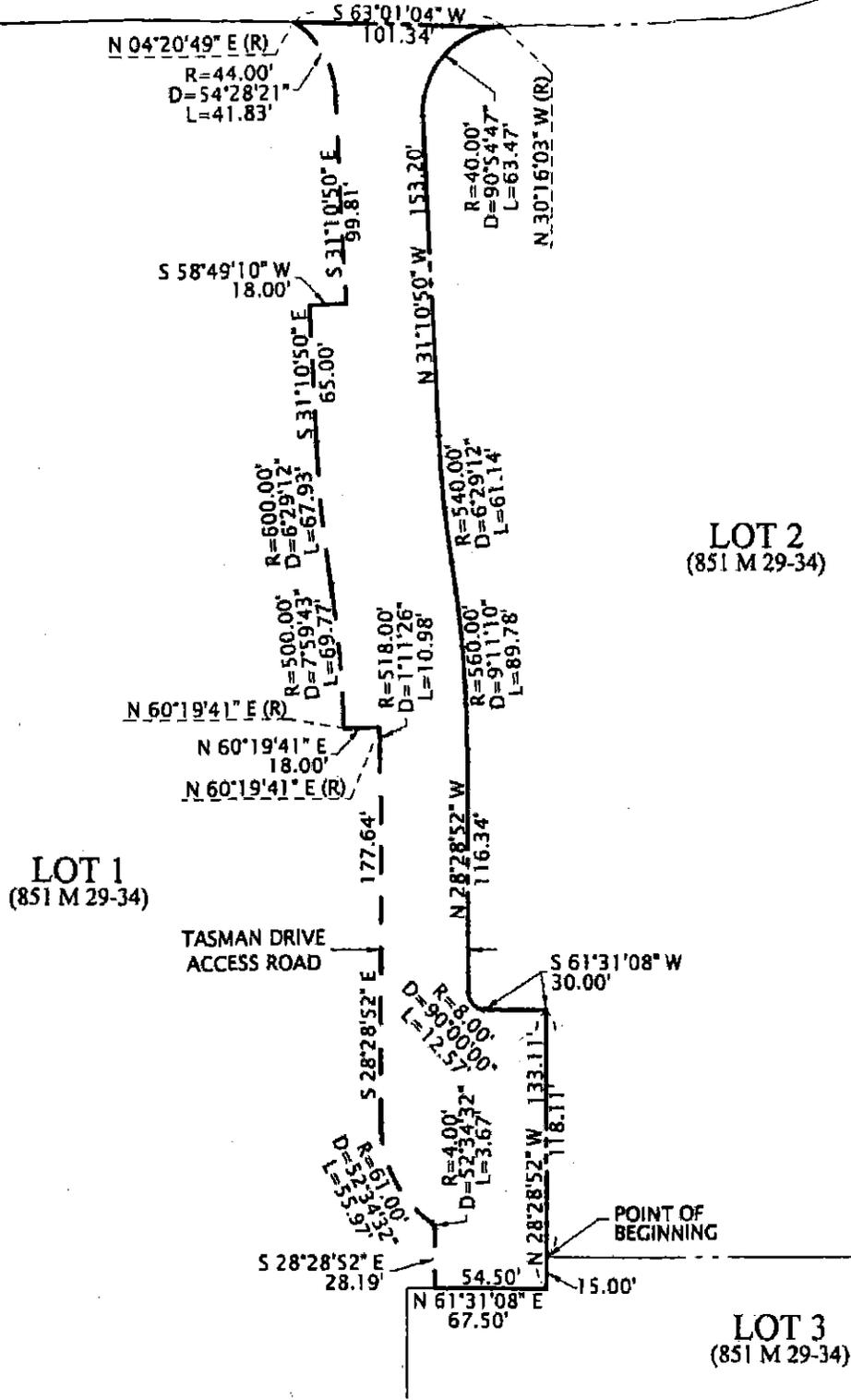

Ryan M. Amaya LS 8134





PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR: TASMAN DRIVE ACCESS ROAD		DATE	MAR. 2012
		SCALE	1" = 250'
SANTA CLARA EXHIBIT "C"	 KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. 3350 Scott Boulevard, Building 22 Santa Clara, California 95054	DR. BY	SB
		JOB	A07216-5
		SHEET NO.	3 OF 4
<small>SCALE: 1" = 250' (VERTICAL SCALE) 1" = 250' (HORIZONTAL SCALE) DATE: MAR. 2012</small>		CALIFORNIA	

TASMAN DR



<p>SANTA CLARA CALIFORNIA</p>		DATE	MAR. 2012
		SCALE	1" = 80'
<p>EXHIBIT "C"</p>		DR. BY	SB
		JOB	A07216-5
		SHEET NO.	4 OF 4



KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, INC.
 3350 Scott Boulevard, Building 22 (408) 727 6665
 Santa Clara, California 95054 Fax (408) 727 5641

EXHIBIT "D"
LEGAL DESCRIPTION
FOR: PRIVATE UTILITY EASEMENT

All that certain real property situate in the City of Santa Clara, County of Santa Clara, State of California, being a portion of Lot 1 as shown on that certain Map entitled "Tract No. 10118", filed for record on March 23, 2012 in Book 851 of Maps, at Pages 29-34, Santa Clara County Records, being more particularly described as follows:

Beginning at the most southerly corner of Lot 2 of said Tract Map;

Thence along the westerly line of said Lot 2, North 28°28'52" West, 38.11 feet to the True Point of Beginning;

Thence continuing along said westerly line, the following two (2) courses and distances:

1. North 28°28'52" West, 80.00 feet;
2. South 61°31'08" West, 20.00 feet;

Thence leaving said westerly line of Lot 2, the following two (2) courses and distances:

1. South 28°28'52" East, 80.00 feet;
2. North 61°31'08" East, 20.00 feet to the True Point of Beginning.

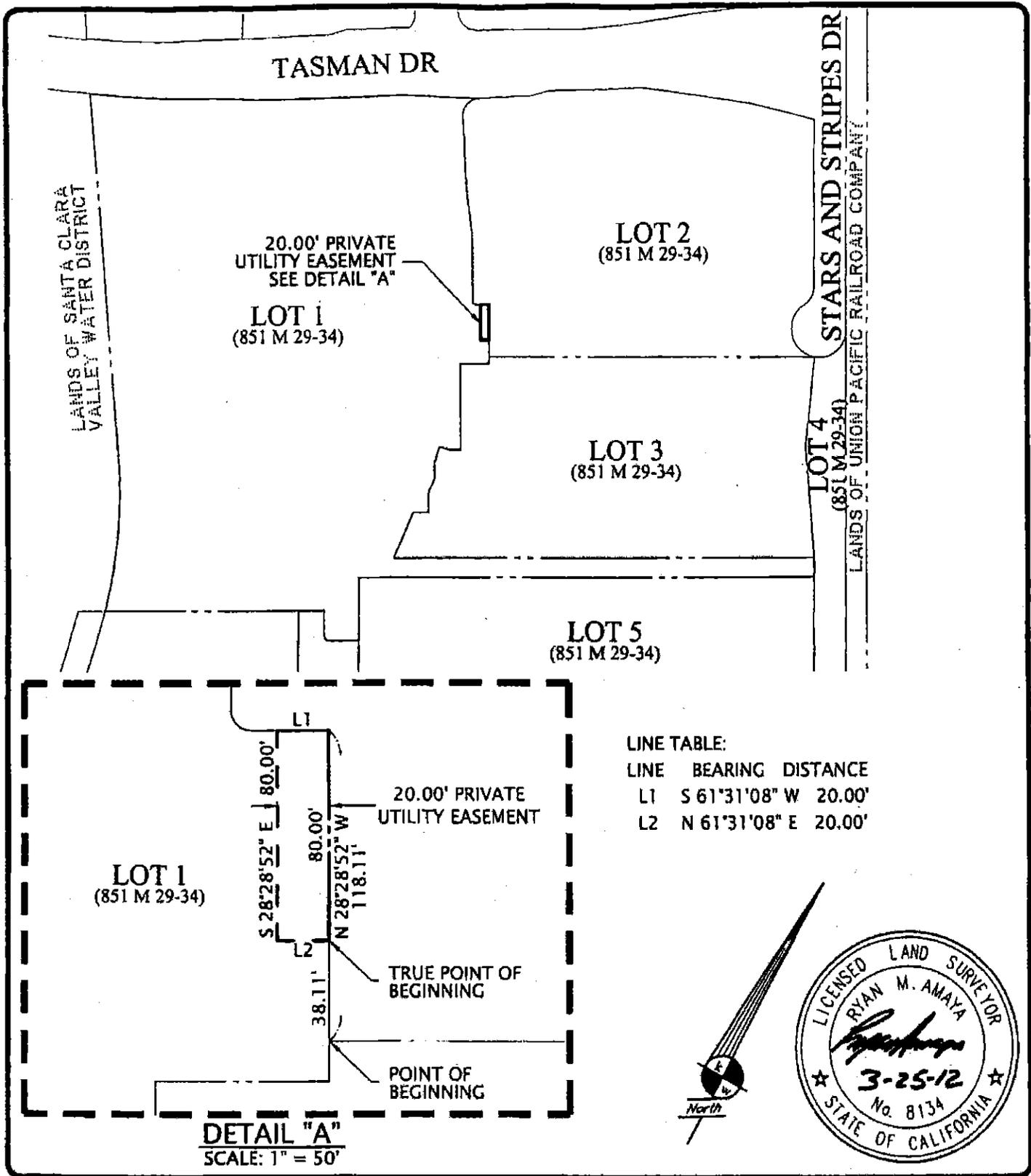
As shown on "SHEET 2" attached hereto and by this reference made a part hereof.

Legal Description prepared by Kier & Wright, Civil Engineers & Surveyors, Inc.

Date 3-25-12


Ryan M. Amaya LS 8134





PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR: PRIVATE UTILITY EASEMENT		DATE	MAR. 2012
		SCALE	AS SHOWN
SANTA CLARA	CALIFORNIA	DR. BY	SB
EXHIBIT "D"	 KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. 3350 Scott Boulevard, Building 22 Santa Clara, California 95054	JOB	A07216-5
		SHEET NO.	2 OF 2
		(408) 727 6665 fax (408) 727 5641	

EXHIBIT "E"
LEGAL DESCRIPTION
FOR: SOCCER PARK OVERSWING AREA

All that certain real property situate in the City of Santa Clara, County of Santa Clara, State of California, being a portion of Lot 2 as shown on that certain Map entitled "Tract No. 10118", filed for record on March 23, 2012 in Book 851 of Maps, at Pages 29-34, Santa Clara County Records, being more particularly described as follows:

Being a twenty (20.00) foot strip of land, lying easterly of the westerly line of said Lot 2, and said westerly line being more particularly described as follows:

Beginning at the most southerly corner of said Lot 2;

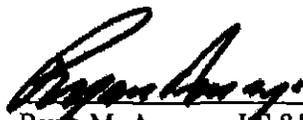
Thence along the westerly line of said Lot 2 the following eight (8) courses and distances:

1. North 28°28'52" West, 118.11 feet;
2. South 61°31'08" West, 30.00 feet;
3. Along a curve to the right having a radius of 8.00 feet, through a central angle of 90°00'00" for an arc distance of 12.57 feet;
4. North 28°28'52" West, 116.34 feet;
5. Along a curve to the left having a radius of 560.00 feet, through a central angle of 09°11'10" for an arc distance of 89.78 feet to a point of reverse curvature;
6. Along a curve to the right having a radius of 540.00 feet, through a central angle of 06°29'12" for an arc distance of 61.14 feet;
7. North 31°10'50" West, 153.20 feet;
1. Along a curve to the right having a radius of 40.00 feet, through a central angle of 90°54'47" for an arc distance of 63.47 feet to a point on the southeasterly line of Tasman Drive as shown on said Tract Map, and said point also being the Point of Termination.

As shown on "SHEET 2" attached hereto and by this reference made a part hereof.

Legal Description prepared by Kier & Wright, Civil Engineers & Surveyors, Inc.

Date 3-25-12


Ryan M. Amaya LS 8134



TASMAN DR

CURVE TABLE:

CURVE	RADIUS	DELTA	LENGTH
C1	8.00'	90°00'00"	12.57'
C2	560.00'	09°11'10"	89.78'
C3	540.00'	06°29'12"	61.14'
C4	40.00'	90°54'47"	63.47'

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 28°28'52" W	118.11'
L2	S 61°31'08" W	30.00'
L3	N 28°28'52" W	116.34'
L4	N 31°10'50" W	153.20'

LOT 1
(851 M 29-34)

LOT 2
(851 M 29-34)

20.00' SOCCER PARK
OVERSWING AREA

POINT OF
BEGINNING

LOT 3
(851 M 29-34)



PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR: SOCCER PARK OVERSWING AREA

SANTA CLARA

CALIFORNIA

EXHIBIT "E"



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
3350 Scott Boulevard, Building 22 (408) 727 6665
Santa Clara, California 95054 fax (408) 727 5641

DATE MAR. 2012

SCALE 1" = 150'

DR. BY SB

JOB A07216-5

SHEET NO.

2 OF 2

EXHIBIT "F"
LEGAL DESCRIPTION
FOR: WATER TOWER PARCEL OVERSWING AREA

All that certain real property situate in the City of Santa Clara, County of Santa Clara, State of California, being a portion the "Remainder Lot" as shown on that certain Map entitled "Tract No. 10118", filed for record on March 23, 2012 in Book 851 of Maps, at Pages 29-34, Santa Clara County Records, being more particularly described as follows:

Being a twenty (20.00) foot strip of land, lying southeasterly of the northwesterly line of said "Remainder Lot", and said northwesterly line being more particularly described as follows:

Beginning at the westerly corner of said "Remainder Lot";

Thence North 61°31'08" East, 450.03 feet to the northerly corner of said "Remainder Lot", said corner being the Point of Termination.

As shown on "SHEET 2" attached hereto and by this reference made a part hereof.

Legal Description prepared by Kier & Wright, Civil Engineers & Surveyors, Inc.

Date 3-25-12


Ryan M. Amaya LS 8134



TASMAN DR

LOT 2
(851 M 29-34)

LOT 1
(851 M 29-34)

LOT 3
(851 M 29-34)

LANDS OF SANTA CLARA
VALLEY WATER DISTRICT

20.00' WATER TOWER PARCEL
OVERSWING AREA

POINT OF
TERMINATION

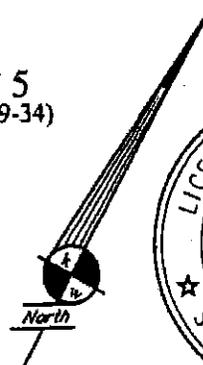
N 61°31'08" E 450.03'

POINT OF
BEGINNING

REMAINDER
LOT
(851 M 29-34)

LOT 6
(851 M 29-34)

LOT 5
(851 M 29-34)



PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR: WATER TOWER PARCEL OVERSWING AREA

DATE MAR. 2012

SCALE 1" = 200'

DR. BY SB

JOB A07216-5

SHEET NO.

2 OF 2

SANTA CLARA

CALIFORNIA

EXHIBIT "F"



KIER & WRIGHT

CIVIL ENGINEERS & SURVEYORS, INC.
3350 Scott Boulevard, Building 22 (408) 727 6665
Santa Clara, California 95054 fax (408) 727 5641

Small text at the bottom left of the page, likely a reference to a specific code or standard.

EXHIBIT "G"
LEGAL DESCRIPTION
FOR: SOCCER PARK EASEMENT AREA

All that certain real property situate in the City of Santa Clara, County of Santa Clara, State of California, being a portion Lot 2 of that certain Map entitled "Tract No. 10118", filed for record on March 23, 2012 in Book 851 of Maps, at Pages 29-34, Santa Clara County Records, being more particularly described as follows:

Beginning at the most easterly corner of Lot 2 of said Tract Map;

Thence along the southeasterly line of said Lot 2, South 61°31'08" West, 9.73 feet to the True Point of Beginning;

Thence continuing along said southeasterly line, South 61°31'08" West, 15.19 feet;

Thence leaving said southeasterly line, North 11°06'29" West, 8.95 feet to point on the southerly line of Stars and Stripes Drive as shown on said Tract Map;

Thence easterly along said southerly line, along a non-tangent curve to the left having a radius of 64.00 feet and to which point a radial line bears South 03°14'22" West, through a central angle 13°07'50" for an arc distance of 14.67 feet;

Thence leaving said southerly line, South 11°06'29" East, 2.43 feet to the True Point of Beginning.

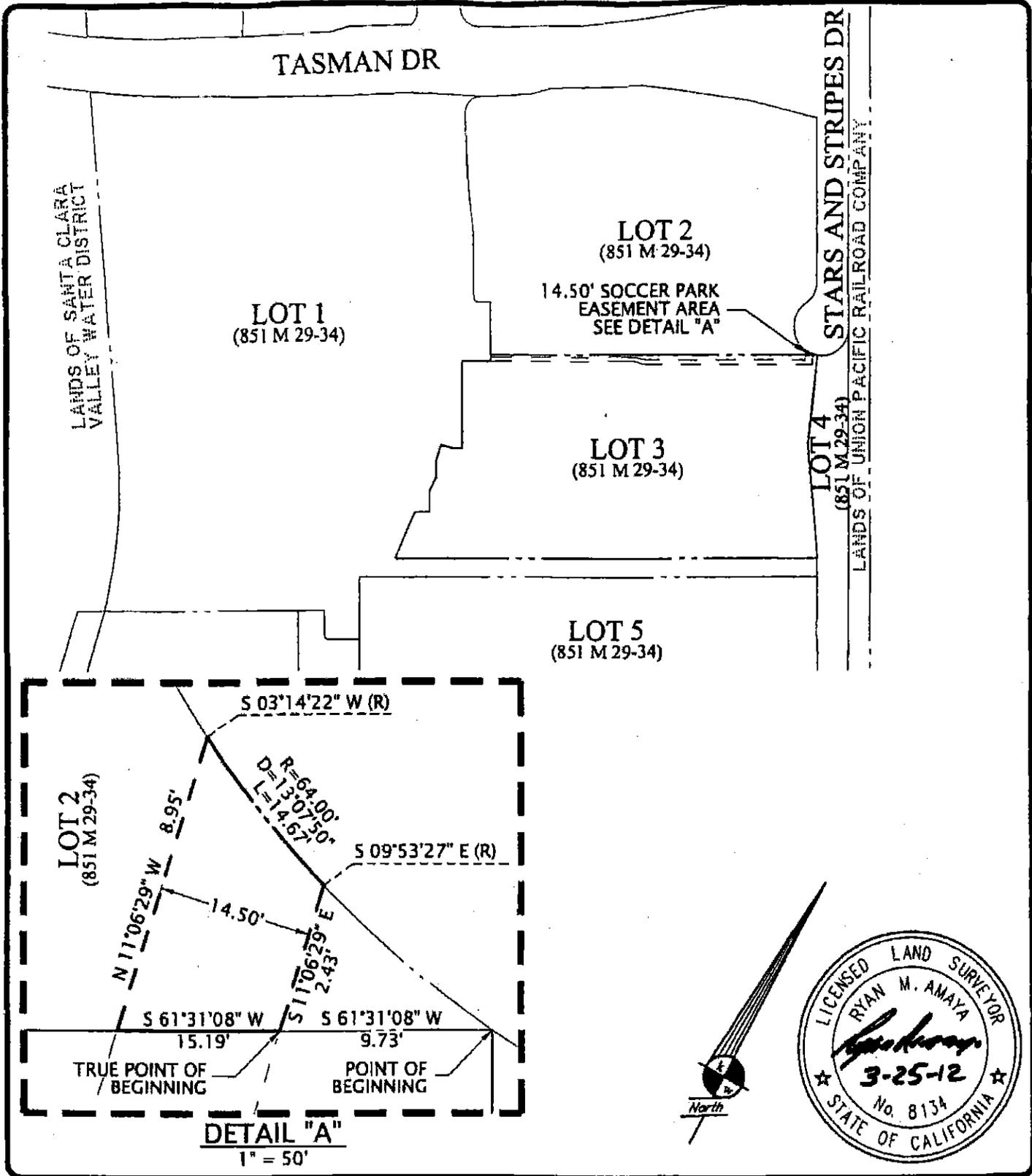
As shown on "SHEET 2" attached hereto and by this reference made a part hereof.

Legal Description prepared by Kier & Wright, Civil Engineers & Surveyors, Inc.

Date 3-25-12


Ryan M. Amaya LS 8134





PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR: SOCCER PARK EASEMENT AREA		DATE	MAR. 2012
		SCALE	AS SHOWN
SANTA CLARA	CALIFORNIA	DR. BY	SB
EXHIBIT "G"	 KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. 3350 Scott Boulevard, Building 22 Santa Clara, California 95054 (408) 727 6665 fax (408) 727 5641	JOB	A07216-5
		SHEET NO.	2 OF 2

EXHIBIT "H"
LEGAL DESCRIPTION
FOR: TRAINING FACILITIES EASEMENT AREA

All that certain real property situate in the City of Santa Clara, County of Santa Clara, State of California, being a portion Lot 3 as shown on that certain Map entitled "Tract No. 10118", filed for record on March 23, 2012 in Book 851 of Maps, at Pages 29-34, Santa Clara County Records, being more particularly described as follows:

Beginning at the most northerly corner of said Lot 3;

Thence along the northwesterly line of said Lot 3, South 61°31'08" West, 9.73 feet to the True Point of Beginning;

Thence continuing along said northwesterly line, South 61°31'08" West, 15.19 feet;

Thence leaving said northwesterly line, the following six (6) courses and distances:

1. South 11°06'29" East, 1.50 feet;
2. South 28°28'52" East, 10.57 feet;
3. South 61°31'08" West, 377.20 feet;
4. Along a curve to the right having a radius of 19.50 feet, through a central angle of 21°33'55" for an arc distance of 7.34 feet to a point of reverse curvature;
5. Along a curve to the left having a radius of 80.50 feet, through a central angle of 21°33'55" for an arc distance of 30.30 feet;
6. South 61°31'08" West, 322.83 feet to a point on the easterly line of Lot 1 of said Tract Map;

Thence along said easterly line, South 28°28'52" East, 10.00 feet;

Thence leaving said easterly line, the following six (6) courses and distances:

1. North 61°31'08" East, 322.83 feet;
2. Along a curve to the right having a radius of 70.50 feet, through a central angle of 21°33'55" for an arc distance of 26.54 feet to a point of reverse curvature;
3. Along a curve to the left having a radius of 29.50 feet, through a central angle of 21°33'55" for an arc distance of 11.10 feet;
4. North 61°31'08" East, 391.70 feet;
5. North 28°28'52" West, 18.36 feet;
6. North 11°06'29" West, 3.82 feet to the True Point of Beginning.

As shown on "SHEET 2" attached hereto and by this reference made a part hereof.

Legal Description prepared by Kier & Wright, Civil Engineers & Surveyors, Inc.

Date 3-25-12


Ryan M. Amaya LS 8134



EXHIBIT "P"
LEGAL DESCRIPTION
FOR: SURFACE LOTS

All that certain real property situate in the City of Santa Clara, County of Santa Clara, State of California, being more particularly described as follows:

PARCEL ONE:

All of that land as described in that certain document entitled "Grant Deed" recorded October 1, 1965 in Book 7124, Page 626, Official Records, being more particularly described as follows:

Beginning at a harrow tooth set in the center line of Coffin Road distant thereon North 00°01'15" East, 1658.60 feet from a brass plug set at the Southwest corner of the Northeast 1/4 of Section 21, Township 6 South, Range 1 West, Mount Diablo Base and Meridian; thence South 88° 54' 00" East, 1778.96 feet to an auto axle; thence continuing South 88°54'00" East, 426.67 feet to the center line of Saratoga Creek (formerly known as San Jon or Campbell Creek); thence along the center line of Saratoga Creek, North 11°21'00" West, 191.97 feet to a point in the Southwesterly prolongation of the Northwesterly line of the Town of Bethlehem (Agnew) and from which point an iron pipe on the Easterly bank of said creek bears North 61°31'45" East 20.00 feet; thence along said prolongation and said Northwesterly line of the Town of Bethlehem, North 61°31'45" East, 1840.05 feet to an iron pipe set at the intersection thereof with the Southwesterly line of right-of-way of the Southern Pacific Railroad Company; thence along said line of right-of-way North 28°16'15" West, 2262.36 feet to an iron pipe set in the Southeasterly line of that certain 104 acre tract conveyed to Joseph P. McKenna, by deed recorded in Book 1359 of Official Records, Page 72, Santa Clara County Records; thence along the boundaries of said 104 acre tract South 62°43'45" West, 2107.26 feet to an iron pipe and North 75°21'15" West, 869.45 feet to a harrow tooth set in the center line of Coffin Road; thence along said center line of Coffin Road, South 00°01'15" East, 2269.84 feet to the Point of Beginning, and being Lot 4 of Section 16, part of Lot 1, and part of the Northwest 1/4 of the Northeast 1/4 of Section 21, Township 6 South, Range 1 West, Mount Diablo Base and Meridian, and part of Ulistac Rancho.

Excepting therefrom that portion thereof that lies Westerly of the Easterly line of the land described in the Final Order and Decree of Condemnation in favor of Santa Clara County Flood Control and Water District Recorded June 24, 1965 in Book 7006, Page 415, and Recorded July 9, 1965 in Book 7025, Page 269, Official Records.

Also excepting therefrom those portions described in the Deeds to the Santa Clara Valley Water District Recorded June 13, 1975 in Book 461, Page 724, Instrument No. 5030570, and recorded February 6, 1984 in Book 1288, Page 241, Instrument No. 7969918, Official Records.

Also excepting therefrom that portion lying Southeasterly of the Northwesterly line of Tasman Drive, as said Tasman Drive is shown on the Record of Survey of Proposed Streets in Bayshore North, Assessment Districts No. 163 (amended), 163-A and 163-B, which survey was filed

August 22, 1974 in Book 345 of Maps, Pages 1 through 8, in the office of the Santa Clara County Recorder.

Also excepting therefrom that portion lying within Parcel One as described in Appendix A of the First Amended and Restated Site Lease between the City of Santa Clara and the Sports and Open Space Authority of the City of Santa Clara, Recorded November 13, 2002 as Instrument No. 16610535, Official Records.

Also excepting therefrom that portion described within Parcel Three in the Assignment and Assumption of Ground Lease, Ballroom License Agreement, and Recreation Facilities Agreement, and Deed of Improvements Recorded December 15, 2005 as Instrument No. 18721549, Official Records, as follows:

Commencing at the brass pin monument at the monument line intersection of Great America Parkway and Tasman Drive, as shown on that certain Parcel Map Recorded October 30, 1984 in Book 535, Pages 47 and 48, thence North $89^{\circ}40'40''$ East along the monument line of said Tasman Drive, 547.21 feet; thence along the arc of a tangent curve to the left having a radius of 2865 feet, through a central angle of $22^{\circ}30'21''$ an arc distance of 1125.38 feet; thence North $31^{\circ}31'50''$ West, 64.81 feet to the Point of Beginning, said point also being on a future Northerly side line of said Tasman Drive and on the Easterly side of San Tomas Aquino Channel, as shown on said Parcel Map; thence along said Easterly line North $31^{\circ}31'50''$ West, 461.84 feet; thence leaving said Easterly line North $63^{\circ}03'14''$ East, 382.85 feet; thence South $26^{\circ}56'46''$ East, 59.36 feet; thence North $63^{\circ}03'14''$ East, 15.50 feet to a point herein designated as Point "A"; thence South $26^{\circ}56'46''$ East, 394.27 feet to a point on said future Northerly side line of Tasman Drive; thence along said future Northerly line South $59^{\circ}49'18''$ West, 146.80 feet; thence along a tangent curve to the right having a radius of 1690 feet, through a central angle of $07^{\circ}17'23''$ an arc distance of 215.02 feet to the Point of Beginning.

Also excepting therefrom that portion lying within Talluto Way, Stars and Stripes Drive and Centennial Blvd., as shown on the Record of Survey of said streets in the City of Santa Clara filed January 7, 1987 in Book 570 of Maps, Page 5, Official Records.

Also excepting therefrom that portion lying Northwesterly, Northerly and Northeasterly of the Northwesterly, Northerly and Northeasterly line of Talluto Way and Stars and Stripes Drive, as shown on the Record of Survey of said street in the City of Santa Clara filed January 7, 1987 in Book 570 of Maps, Page 5, Official Records.

Also excepting therefrom that portion lying Southwesterly of the Southwesterly line of Centennial Blvd., as shown on the Record of Survey of said street in the City of Santa Clara filed January 7, 1987 in Book 570 of Maps, Page 5, Official Records.

PARCEL TWO:

All of that land as described in that certain document entitled "Grant Deed" recorded October 1, 1965 in Book 7124, Page 626, Official Records, being more particularly described as follows:

Beginning at a harrow tooth set in the center line of Coffin Road distant thereon North 00°01'15" East, 1658.60 feet from a brass plug set at the Southwest corner of the Northeast 1/4 of Section 21, Township 6 South, Range 1 West, Mount Diablo Base and Meridian; thence South 88°54'00" East, 1778.96 feet to an auto axle; thence continuing South 88°54'00" East, 426.67 feet to the center line of Saratoga Creek (formerly known as San Jon or Campbell Creek); thence along the center line of Saratoga Creek North 11°21'00" West, 191.97 feet to a point in the Southwesterly prolongation of the Northwesterly line of the Town of Bethlehem (Agnew) and from which point an iron pipe on the Easterly bank of said creek bears North 61°31'45" East, 20.00 feet; thence along said prolongation and said Northwesterly line of the Town of Bethlehem, North 61°31'45" East, 1840.05 feet to an iron pipe set at the intersection thereof with the Southwesterly line of right-of-way of the Southern Pacific Railroad Company; thence along said line of right-of-way North 28°16'15" West, 2262.36 feet to an iron pipe set in the Southeasterly line of that certain 104 acre tract conveyed to Joseph P. McKenna, by deed recorded in Book 1359 of Official Records, Page 72, Santa Clara County Records; thence along the boundaries of said 104 acre tract South 62°43'45" West, 2107.26 feet to an iron pipe and North 75°21'15" West, 869.45 feet to a harrow tooth set in the center line of Coffin Road; thence along said center line of Coffin Road, South 00°01'15" East, 2269.84 feet to the Point of Beginning, and being Lot 4 of Section 16, part of Lot 1, and part of the Northwest 1/4 of the Northeast 1/4 of Section 21, Township 6 South, Range 1 West, Mount Diablo Base and Meridian, and part of Ulistac Rancho.

Excepting therefrom that portion thereof that lies Westerly of the Easterly line of the land described in the Final Order and Decree of Condemnation in favor of Santa Clara County Flood Control and Water District Recorded June 24, 1965 in Book 7006, Page 415, and Recorded July 9, 1965 in Book 7025, Page 269, Official Records.

Also excepting therefrom those portions described in the Deeds to the Santa Clara Valley Water District Recorded June 13, 1975 in Book 461, Page 724, Instrument No. 5030570, and recorded February 6, 1984 in Book 1288, Page 241, Instrument No. 7969918, Official Records.

Also excepting therefrom that portion lying Southeasterly of the Northwesterly line of Tasman Drive, as said Tasman Drive is shown on the Record of Survey of Proposed Streets in Bayshore North, Assessment Districts No. 163 (amended), 163-A and 163-B, which survey was filed August 22, 1974 in Book 345 of Maps, Pages 1 through 8, in the office of the Santa Clara County Recorder.

Also excepting therefrom that portion lying within Parcel One as described in Appendix A of the First Amended and Restated Site Lease between the City of Santa Clara and the Sports and Open Space Authority of the City of Santa Clara, Recorded November 13, 2002 as Instrument No. 16610535, Official Records.

Also excepting therefrom that portion described within Parcel Three in the Assignment and Assumption of Ground Lease, Ballroom License Agreement, and Recreation Facilities Agreement, and Deed of Improvements Recorded December 15, 2005 as Instrument No. 18721549, Official Records, as follows:

Commencing at the brass pin monument at the monument line intersection of Great America Parkway and Tasman Drive, as shown on that certain Parcel Map Recorded October 30, 1984 in Book 535, Pages 47 and 48, thence North $89^{\circ}40'40''$ East along the monument line of said Tasman Drive, 547.21 feet; thence along the arc of a tangent curve to the left having a radius of 2865 feet, through a central angle of $22^{\circ}30'21''$ an arc distance of 1125.38 feet; thence North $31^{\circ}31'50''$ West 64.81 feet to the Point of Beginning, said point also being on a future Northerly side line of said Tasman Drive and on the Easterly side of San Tomas Aquino Channel, as shown on said Parcel Map; thence along said Easterly line North $31^{\circ}31'50''$ West, 461.84 feet; thence leaving said Easterly line North $63^{\circ}03'14''$ East, 382.85 feet; thence South $26^{\circ}56'46''$ East, 59.36 feet; thence North $63^{\circ}03'14''$ East, 15.50 feet to a point herein designated as Point "A"; thence South $26^{\circ}56'46''$ East, 394.27 feet to a point on said future Northerly side line of Tasman Drive; thence along said future Northerly line South $59^{\circ}49'18''$ West, 146.80 feet; thence along a tangent curve to the right having a radius of 1690 feet, through a central angle of $07^{\circ}17'23''$ an arc distance of 215.02 feet to the Point of Beginning.

Also excepting therefrom that portion lying within Talluto Way, Stars and Stripes Drive and Centennial Blvd., as shown on the Record of Survey of said streets in the City of Santa Clara filed January 7, 1987 in Book 570 of Maps, Page 5, Official Records.

Also excepting therefrom that portion lying Northwesterly, Northerly and Northeasterly of the Northwesterly, Northerly and Northeasterly line of Talluto Way and Stars and Stripes Drive, as shown on the Record of Survey of said street in the City of Santa Clara filed January 7, 1987 in Book 570 of Maps, Page 5, Official Records.

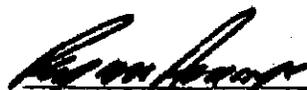
Also excepting therefrom that portion lying Northwesterly of the Southwesterly line of Centennial Blvd., as shown on the Record of Survey of said street in the City of Santa Clara filed January 7, 1987 in Book 570 of Maps, Page 5, Official Records.

Also excepting therefrom that portion lying within the right-of-way granted to the City of Santa Clara by Resolution No. 11-7845, recorded June 2, 2011, Instrument No. 21195719, Official Records.

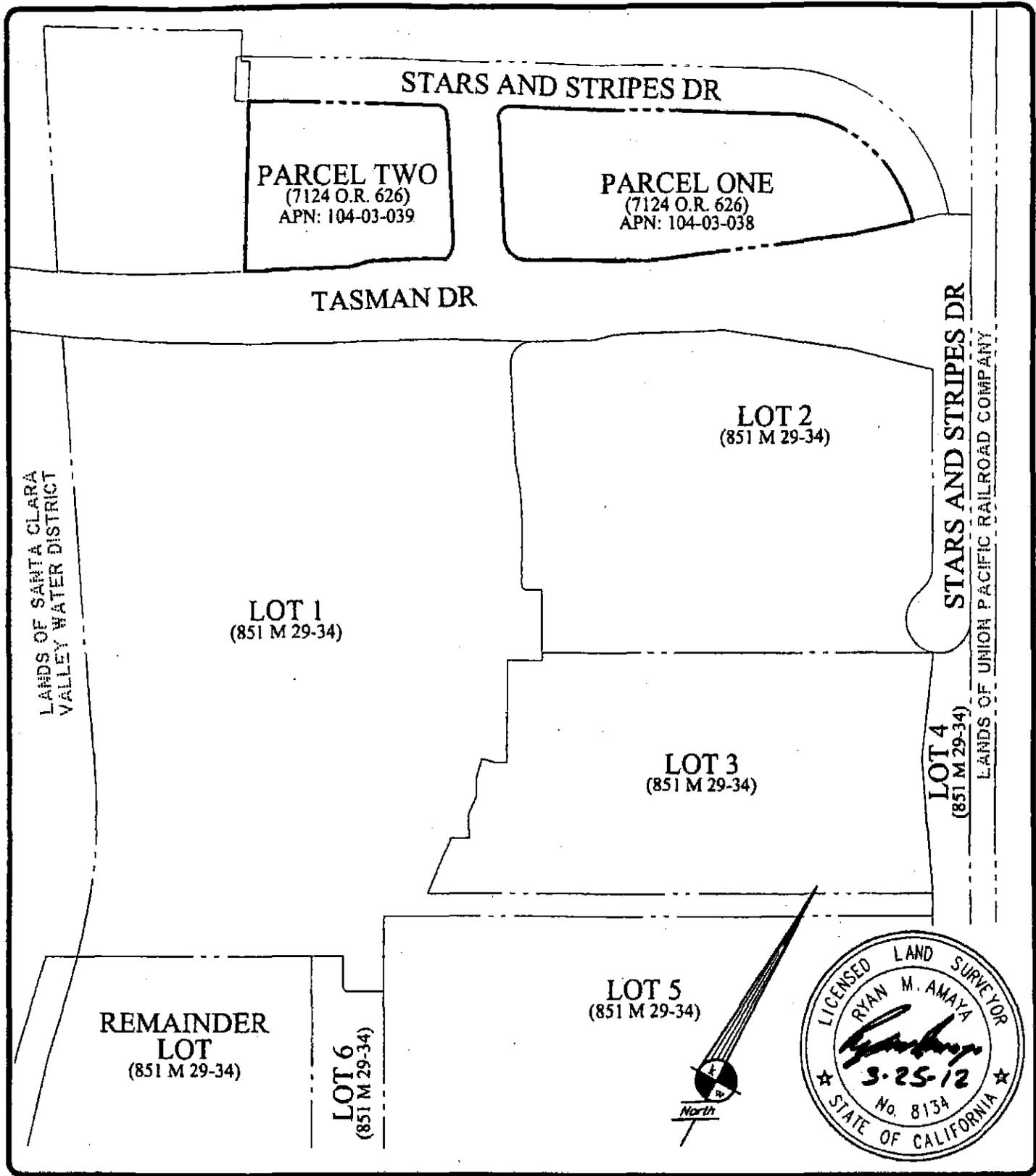
As shown on "SHEET 5" attached hereto and by this reference made a part hereof.

Legal Description prepared by Kier & Wright, Civil Engineers & Surveyors, Inc.

Date 3-25-12


Ryan M. Amaya LS 8134





PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR: SURFACE LOTS		DATE	MAR. 2012	
		SCALE	1" = 250'	
SANTA CLARA	CALIFORNIA		DR. BY	SB
EXHIBIT "I"	 KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. 3350 Scott Boulevard, Building 22 Santa Clara, California 95054	JOB	A07216-5	
		SHEET NO.	5 OF 5	
		<small>USER should verify all information on this plat with the original record of ground. Licensed by the State of California, License No. 8134, Ryan M. Amaya, Surveyor. DATE: 03/25/12 12:14 PM</small>		