

Chicago Title Co-CLZ
12-98019339-unc

DOCUMENT: 22272331

Pages: 15



Fees. + No Fees
Taxes _____
Copies _____
AMT PAID _____

RECORDING REQUESTED BY:

Office of the City Attorney
City of Santa Clara, California

AND WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

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

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

RDE # 025
6/20/2013
8:00 AM

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 due pursuant to Section 11922 of the California Revenue and Taxation Code

Documentary Transfer Tax is \$0.00

- () 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 \$ 0.00

Signature of declarant: *Julio J. Fuentes*
Julio J. Fuentes

MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE

This Memorandum of First Amendment to Ground Lease ("Memorandum") is made as of June 19, 2013, 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. Ground Lease. City presently leases to Lessee, and Lessee 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"), which terms and conditions are incorporated herein as though fully set forth. A memorandum of the Ground Lease dated as March 28, 2012, was recorded on March 29, 2012, as Document No. 21605284, in the Official Records of the Santa Clara County Recorder (the "Original Memorandum"). Capitalized terms used in this Memorandum without being defined herein shall have the meanings given them in the Ground Lease.

2. First Amendment to Ground Lease – Interim Option. Concurrently herewith, City and Lessee have entered into that certain First Amendment to Ground Lease ("First Ground Lease Amendment"), pursuant to which, among other things, certain terms and conditions applicable to the Interim Option Term have been amended. Accordingly, the Original Memorandum is hereby amended to provide, and City and Lessee hereby agree, that if the last day of the Initial Term is any other date than March 31 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 March 31 of the calendar year immediately following the commencement of the Interim Option Term, and the first Option Term shall begin on April 1 immediately thereafter). If the Initial Term Expiration Date is March 31, there will be no Interim Option.

3. Purpose of Memorandum. This Memorandum has been prepared for the purpose of giving notice of the First Ground Lease Amendment and to place all persons on notice of the rights and obligations established by the Ground Lease, as amended by the First Ground Lease Amendment, and shall not alter or affect in any way the rights and obligations of City and Lessee under the Ground Lease, as amended by the First Ground Lease Amendment. In the event of any inconsistency between this Memorandum and the First Ground Lease Amendment, the terms of the First Ground Lease Amendment shall control.

4. Correction of Scrivener's Error in Legal Description for Surface Lots. Exhibit I to the Memorandum contains a scrivener's error in the legal description for the Surface Lots. A corrected legal description for the Surface Lots is attached hereto as Exhibit B and shall replace and supersede Exhibit I to the Memorandum.

5. Miscellaneous. This Memorandum shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, subject, however, to the provisions set forth in the Lease. This Memorandum may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

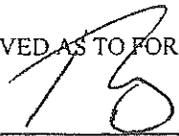
[The remainder of this page is intentionally blank. Signatures are on following page.]

IN WITNESS WHEREOF, the parties have executed this Memorandum of First Amendment to 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



JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:

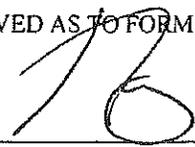


ROD DIRIDON, JR.
City Clerk

LESSEE:

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

APPROVED AS TO FORM:

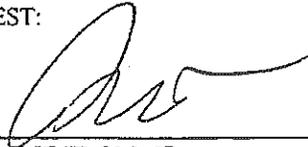


RICHARD E. NOSKY, JR.
Stadium Authority Counsel



JULIO J. FUENTES
Executive Director

ATTEST:



ROD DIRIDON, JR.
Secretary

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

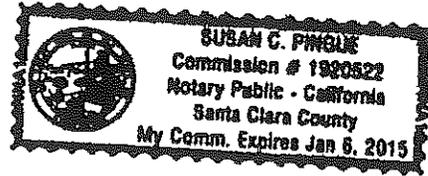
STATE OF CALIFORNIA)

COUNTY OF SAN MATEO)

On June 12, 2013, before me, Susan C. Pinque, a Notary Public, personally appeared JULIO J. FUENTES, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) 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 laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Susan C. Pinque
Notary Public

(Seal)

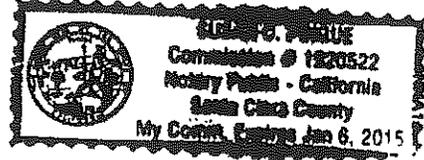
STATE OF CALIFORNIA)

COUNTY OF SAN MATEO)

On June 12, 2013, before me, Susan C. Pique, a Notary Public, personally appeared JULIO J. FUENTES, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) 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 laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Susan C. Pique
Notary Public

(Seal)

EXHIBIT A

Legal Description of 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.

EXHIBIT B

Corrected Legal Description for Surface Lots

**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.

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Also excepting therefrom that portion lying Northeasterly 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 4-10-12


Ryan M. Amaya LS 8134



[Signature page to Ground Lease Tax Affidavit]

Executed as of June 19, 2013.

DECLARANT:

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

APPROVED AS TO FORM:



RICHARD E. NOSKY, JR.
City Attorney



JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:



ROD DIRIDON, JR.
City Clerk

Attachment A

(List of APN's Affected)

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

Attachment B

The document being recorded is a Memorandum of First Amendment to Ground Lease between the CITY OF SANTA CLARA, a chartered California municipal corporation, and the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity created through Government Code Section 6500 et seq. It is exempt from Documentary Transfer Tax pursuant to Revenue and Taxation Code Section 11922, as both parties to this agreement are governmental agencies.