

**FIRST AMENDMENT TO GROUND LEASE
(STADIUM SITE)**

THIS FIRST AMENDMENT TO GROUND LEASE (this "**Amendment**") is dated for reference purposes only as of June 19, 2013, by and between the City of Santa Clara, California, a California municipal corporation (the "**City**"), as ground 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.

RECITALS

A. City and Lessee entered into that certain Ground Lease (Stadium Site) dated as of March 28, 2012 (the "**Existing Ground Lease**"), pursuant to which City leases to Lessee certain premises generally located at the southwest corner of Tasman Boulevard and Centennial Drive in Santa Clara, California as more particularly described in Exhibit A, attached to the Existing Lease (the "**Stadium Site**").

B. Lessee and Forty Niners SC Stadium Company LLC, a Delaware limited liability company ("**Stadium Tenant**"), entered into that certain Stadium Lease Agreement dated as of March 28, 2012 (the "**Existing Stadium Lease**"), pursuant to which Lessee leases to StadCo the Stadium and other improvements more particularly described therein. Concurrently herewith, the Existing Stadium Lease is being amended and restated in accordance with the terms and conditions set forth in that certain Amendment and Restated Stadium Lease Agreement dated as of even date herewith, by and between Lessee and Stadium Tenant (the "**Amended and Restated Stadium Lease**").

C. City and Lessee now desire to make certain amendments to the Existing Ground Lease, subject to, and on the basis of, the terms, covenants and conditions hereinafter set forth. The Existing Ground Lease, as amended by this Amendment, is sometimes referred to herein as the "**Ground Lease**."

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the agreements of City and Lessee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Lessee hereby agree as follows:

1. Use of Defined Terms; Recitals; Effective Date.

1.1 Definitions; Recitals. All capitalized terms used and not defined herein shall have the defined meanings ascribed to them in the Existing Ground Lease. The provisions of the Recitals above are fully incorporated herein by this reference.

1.2 Effective Date. Unless otherwise specifically provided herein, all provisions of this Amendment shall be effective as of the date of execution set forth under Landlord's signature below.

2. Change in Lease Year.

2.1 Lease Year Definition. Section 1.6.2 of the Existing Ground Lease is hereby deleted and replaced in its entirety with the following:

"1.62 "Lease Year" means each consecutive twelve (12) month period during the Term beginning on April 1st of each calendar year and ending on the next following March 31st; provided, however, that, (a) if the Commencement Date occurs after April 1st of any calendar year, then the first (1st) Lease Year of the Initial Term shall begin on the Commencement Date and end on the next following March 31st, (b) if the Commencement Date occurs on a date preceding April 1st of any calendar year, then the first (1st) Lease Year of the Initial Term shall begin on the Commencement Date and end on March 31st of the next succeeding calendar year, and (c) the fortieth (40th) Lease Year shall in all events begin on April 1st immediately following the thirty-ninth (39th) Lease Year and end on the day immediately preceding the fortieth (40th) anniversary of the Commencement Date. If this Lease terminates prior to the Lease Expiration Date for any reason, then the final Lease Year shall end on any such earlier termination of this Lease."

2.2 Interim Option Term. Section 2.7 of the Existing Ground Lease is hereby deleted and replaced in its entirety with the following:

"2.7 Option Terms. City hereby grants to Lessee five (5) successive options (each, an "Extension Option", and collectively the "Extension Options") to extend the Term of this Lease, in each instance for an additional period of four (4) years (each, an "Option Term"). In addition, if the Initial Term Expiration Date is any other date than March 31st, 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 Initial Term Expiration Date 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 31st 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 31st, there will be no Interim Option. The Extension Options and the Interim Option shall be automatically exercised, without the necessity of notice to City, and without regard to any default that may exist on the part of Lessee hereunder, upon StadCo's exercise of any of the corresponding options (the "StadCo Options") contained in the Stadium Lease. In addition, if this Lease has not been previously terminated, and if no Event of Default on the part of Lessee exists under this Lease (subject to any notice and cure periods provided to Lessee) at the time of the giving of notice of exercise of the Interim Option or an Extension Option, then Lessee may exercise such Option by delivery of written notice to City not later than one (1) year prior to the scheduled expiration date of the Term of this Lease, as it may have been

previously extended. If an Event of Default on the part of Lessee exists either on the date of delivery of notice of Lessee's exercise, or on the expiration date of the Term (determined without regard to such extension), then unless City agrees otherwise, such Event of Default must be cured by Lessee as a condition to the extension of the Term taking effect."

3. Credited Public Safety Costs Definition. Section 1.94 of the Existing Ground Lease is hereby deleted and replaced in its entirety with the following:

"1.94 "Performance Based Rent Credits" means, for any Lease Year, the sum of the following:

(a) Fifty percent (50%) of the Fixed Ground Rent (including the increase in Fixed Ground Rent specified in this Lease in the event that a Second Team plays and hosts NFL Home Games in the Stadium) payable for such Lease Year, plus

(b) The Credited Public Safety Costs (as defined in the Stadium Lease) for such Lease Year, plus

(c) Following the Tax Allocation Termination Date, the amount of the Received PIT, plus

(d) The amount of any credit for Disproportionate Taxes for such Lease Year, as provided in Section 4.7; plus

(e) Any Permitted Credits Carry-forward (as defined below) applicable to such Lease Year."

4. Non-NFL Event Expenses. Without limiting the exclusions from Non-NFL Event Expenses set forth in Section 1.83 of the Existing Ground Lease, Non-NFL Event Expenses shall exclude the amounts payable by Lessee to Stadium Tenant for the use of the Tenant Improvements or Tenant's Personal Property located outside Tenant's Exclusive Facilities (as each of such terms is defined in the Stadium Lease).

5. League Events. Section 1.59 of the Existing Ground Lease is hereby deleted and replaced in its entirety with the following:

"1.59 "League Events" means the Super Bowl, the Pro Bowl Game and any other similar football exhibitions or events sponsored by the NFL that are typically conducted at different stadiums from year to year."

6. Demolition.

6.1 Demolition Reserve. Under certain circumstances specified in Article 14 of the Amended and Restated Stadium Lease, Lessee shall create a "Renovation/Demolition Reserve" to fund the cost of Demolition Work. Accordingly, Sections 3.6.1, 3.6.2 and 3.6.3 of the Existing Ground Lease are hereby deleted and replaced in its entirety with the following:

"3.6.1 Demolition Cost Estimate. Within ninety (90) days following the thirtieth (30th) anniversary date of the Commencement Date of this Lease (or such earlier date as the same is received by Lessee from StadCo pursuant to the Stadium Lease), Lessee shall provide City with an estimate of the costs to perform the Demolition Work set forth in Section 3.2.1 for City's review and approval. Within ninety (90) days following City's receipt of Lessee's estimate, City shall notify Lessee in writing whether City agrees or disagrees with Lessee's estimate. If City disagrees with Lessee's estimate, City shall provide Lessee a City estimate within sixty (60) days thereafter. Within sixty (60) days following Lessee's receipt of City's estimate, Lessee shall notify City in writing whether Lessee agrees or disagrees with City's estimate. If Lessee does not agree with City's estimate, the estimated cost of the Demolition Work ("Demolition Cost Estimate") shall be determined in accordance with the Dispute Resolution Procedures.

"3.6.2 Funding the Demolition Fund. If, as of the commencement of the thirty-third (33rd) Lease Year of the Initial Term, (a) the Demolition Cost Estimate, plus the End of Term Capital Expenditure Projection, exceeds (b) the sum of (i) the then current balance of the Stadium Capital Expenditure Reserve, (ii) the then current balance of the Renovation/Demolition Reserve (as defined in the Stadium Lease), plus (iii) the amount of funds projected to be deposited in the Renovation/Demolition Reserve and the amount of funds projected to be deposited by Lessee or StadCo in the Stadium Capital Expenditure Reserve during Lease Years 33 through 40 pursuant to the Stadium Lease, plus (iv) any other amounts that are then reasonably anticipated to be deposited in the Stadium Capital Expenditure Reserve during Lease Years 33 through 40 pursuant to the Stadium Lease as a result of events or circumstances occurring before the commencement of the 33rd Lease Year (e.g., funds anticipated to be received from sources, such as Insurance Proceeds or recoveries from third parties) (the amount, if any, by which subsection (a) exceeds subsection (b) is herein referred to as the "Required Demolition Fund"), then, beginning in Lease Year 33 and continuing through Lease Year 40, Lessee shall, or shall cause StadCo to, increase the annual sum deposited in the Renovation/Demolition Reserve by an amount equal to twelve and one-half percent (12.5%) of the Required Demolition Fund ("Annual Demolition Cap Ex Deposit"); provided, however, that in lieu of making any Annual Demolition Cap Ex Deposit, Stadco shall have the right to deposit a letter of credit issued by an Institutional Lender reasonably acceptable to City, and in a form reasonably acceptable to City, in the amount of such Annual Demolition Cap Ex Deposit. Any such letter of credit shall permit presentation

for payment at an office of such Institutional Lender (or its agent) located in the City and County of San Francisco, California or in Santa Clara County, California.

"3.6.3 Adjustment in Amount of Demolition Fund. If, during Lease Years 33 through 40, the Parties and StadCo agree that amount of the Required Demolition Fund should be increased or decreased as a result of changes in any of the factors upon which the Required Demolition Fund is calculated pursuant to Section 3.6.2, such as a decrease in the outstanding balance of the Stadium Capital Expenditure Reserve as a result of Capital Expenditures unanticipated as of the date of the Demolition Cost Estimate, then the Annual Demolition Cap Ex Deposits (or the amount of any letter of credit provided in lieu thereof) shall be adjusted accordingly. If Lessee, City and StadCo cannot agree on a change to the amount of the Required Demolition Fund, any change in the amount of the Required Demolition Fund shall be determined in accordance with the Dispute Resolution Procedures. If City elects (or is deemed to have elected pursuant to Section 3.2.1) not to require Lessee to perform the Demolition Work, then no additional Annual Demolition Cap Ex Deposits will be required, and all previous amounts deposited by Lessee or StadCo into the Renovation/Demolition Reserve on account of the Required Demolition Fund shall be disbursed in accordance with the Stadium Lease, and any letters of credit delivered in lieu of Annual Demolition Cap Ex Deposits shall be returned."

6.2 Market Reset Termination. Section 3.7 of the Existing Ground Lease is hereby deleted and replaced in its entirety with the following:

"3.7 Stadium Lease Market Reset Termination. Notwithstanding any other provision of this ARTICLE 3, Lessee shall have no obligation to perform, or to cause StadCo to perform, any Demolition Work if the Stadium Lease is terminated by reason of the delivery of a Tenant's Market Reset Termination Notice pursuant to Paragraph 6.2.2 of the Stadium Lease."

7. Agency Upfront Contribution. Section 1.4 of the Existing Ground Lease is hereby deleted and replaced in its entirety with the following:

"Agency Upfront Contribution" means an amount equal to the sum of (a) Seven Million Fifty-Three Thousand Three Hundred Eighty Dollars (\$7,053,380.00) (i.e., the amount contributed by the Redevelopment Agency pursuant to the Cooperation Agreement and the Predevelopment Funding Agreement prior to the Effective Date), unless and to the extent such amount is required to be refunded or repaid by the Stadium Authority for any reason, plus (b) to the extent actually contributed to Lessee pursuant to the Cooperation Agreement, up to Two Million Six Hundred Ninety-Seven Thousand Dollars (\$2,697,000.00) of proceeds from the issuance by the Redevelopment Agency of its 2011 North Bayshore Redevelopment Project Area Tax Allocation Bonds, plus (c) to the extent actually used by Lessee to pay development fees to the City, up to One Million Six

Hundred Thousand Dollars (\$1,600,000.00) paid to Lessee by the Redevelopment Agency as "Agency's Share of Development Fees" (as defined in the Predevelopment Funding Agreement)."

8. Advertising Rights. The following is hereby inserted at the end of Section 2.4.8 of the Existing Lease:

"For the avoidance of doubt, nothing in this Section 2.4.8 is intended to prevent the City from developing a retail shopping area on the property north of Tasman Boulevard, and having permanent tenant-identifying signage that is commercially reasonable and consistent with such signage in general use at other comparable developments."

9. Correction of Scrivener's Error in Legal Description for Surface Lots. Exhibit L to the Existing Ground Lease 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 A and shall replace and supersede Exhibit L to the Existing Ground Lease.

10. Ratification. Except as modified by this Amendment, all of the terms, conditions and provisions of the Existing Ground Lease shall remain in full force and effect and are hereby ratified and confirmed.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the City and Lessee have entered into this First Amendment to Ground Lease as of the day and year first written above.

CITY:

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

APPROVED AS TO FORM:

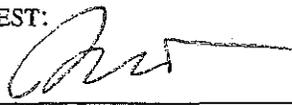


RICHARD E. NOSKY, JR.
City Attorney



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

ATTEST:



ROD DIRIDON, JR.
Secretary

EXHIBIT A

CORRECTED LEGAL DESCRIPTION
OF SURFACE LOTS

See Attached

**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°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° 30'21" an arc distance of 1125.38 feet; thence North 31°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°31'50" West, 461.84 feet; thence leaving said Easterly line North 63°03'14" East, 382.85 feet; thence South 26°56'46" East, 59.36 feet; thence North 63°03'14" East, 15.50 feet to a point herein designated as Point "A"; thence South 26°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°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°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 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.

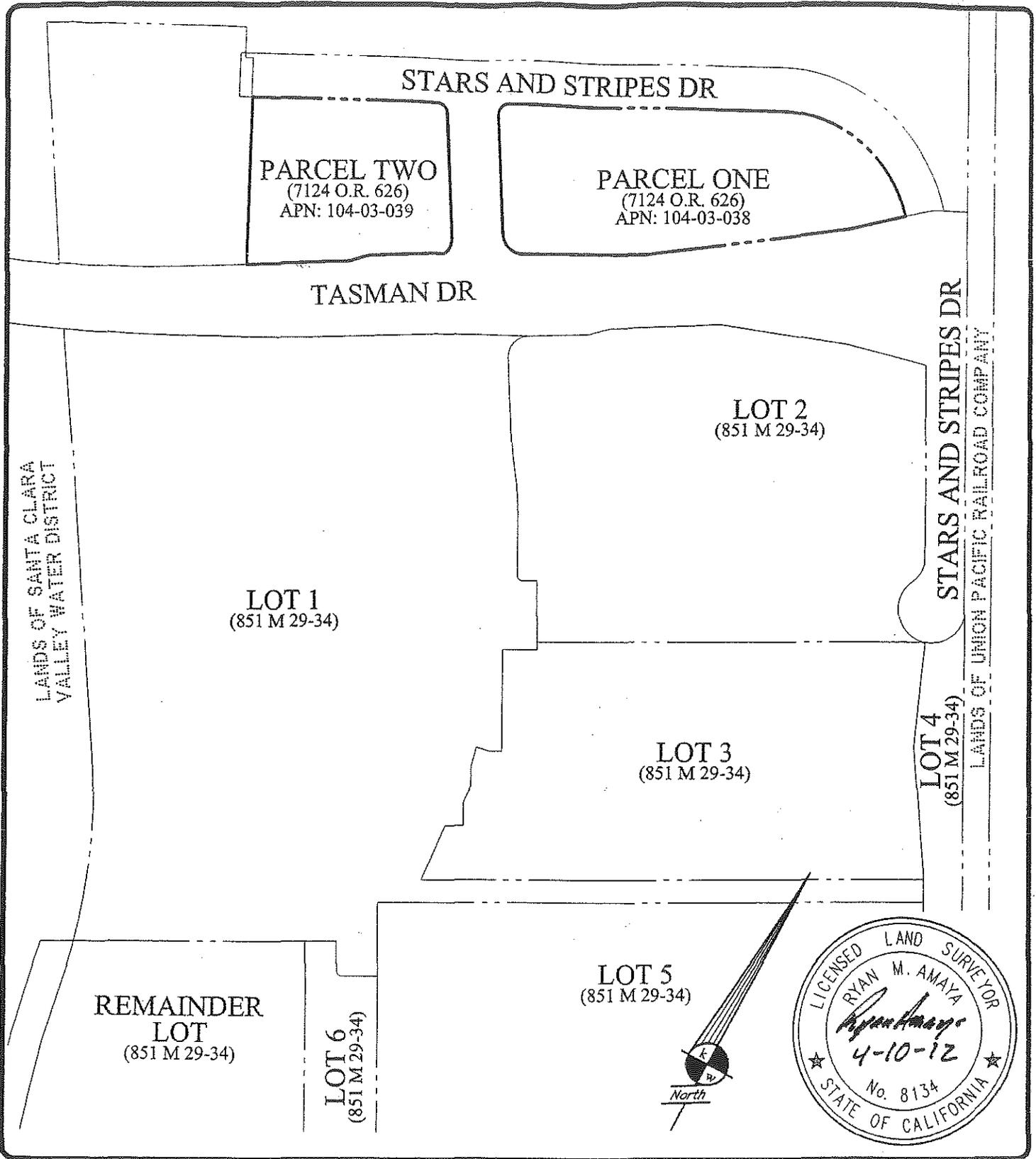
As shown on "SHEET 5" attached hereto and by this reference made a part hereof.

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

Date 4-10-12


Ryan M. Amaya LS 8134





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