

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**City of Santa Clara
City Clerk's Office
1500 Warburton Avenue
Santa Clara, CA 95050**

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103 AND 27383

APN: 097-01-039

(Space above this line for Recorder's use)

QUITCLAIM DEED AND TERMINATION OF LEASES (1989)

This Quitclaim Deed and Termination of Leases is entered into by and between the City of Santa Clara, California, a chartered municipal corporation duly organized and existing under the laws of the State of California ("**City**"), the Sports and Open Space Authority of the City of Santa Clara, a public body, corporate and politic, duly organized and existing under the laws of the State of California ("**SOSA**"), and The Bank of New York Mellon Trust Company N.A., formerly known as The Bank of New York Trust Company, N.A. (successor in interest to BNY Western Trust Company), a national banking association organized and existing under the laws of the United States of America, as trustee ("**BNY**").

1. SOSA as lessor and City as lessee entered into that certain unrecorded Lease Agreement dated as of March 1, 1989 (the "**1989 Lease Agreement**") as disclosed by that certain Memorandum of Lease Agreement dated as of March 1, 1989 and recorded March 1, 1989 as Instrument No. 10022824 in Book K862, Page 688 of Official Records (the "**1989 Lease Memorandum**"). The 1989 Lease Agreement was amended by that certain First Amendment to March 1, 1989 Lease Agreement and March 1, 1989 Site Lease by and between City and SOSA dated as of July 1, 1993 and recorded July 21, 1993 as Instrument No. 12008608 in Book M896, Page 1973 of Official Records (the "**1993 Lease Amendment**") (the 1993 Lease Amendment together with the 1989 Lease Agreement, the "**Amended 1989 Lease Agreement**"). The 1989 Lease Agreement as amended by the 1993 Lease Amendment by such recordings encumbered that certain real property described in Exhibit A attached hereto and incorporated herein by this reference (the "**Subject Property**").

2. Pursuant to that certain Assignment Agreement by and between SOSA, the Local Government Finance Authority, and FIB as trustee, dated as of March 1, 1989, and recorded March 1, 1989 as Instrument No. 10022825 in Book K862, Page 695 of Official Records (the "**1989 Assignment Agreement**"), SOSA (a) assigned to FIB certain of SOSA's right, title and interest in the 1989 Lease Agreement, and (b) appointed FIB as SOSA's attorney-in-fact as to the 1989 Lease Agreement.

3. BNY became and is successor trustee to FIB as to the Amended 1989 Lease Agreement and the 1989 Assignment Agreement.

4. City and SOSA hereby agree that the Amended 1989 Lease Agreement and each component document thereof hereby are terminated and the parties thereto hereby are released from any and all obligations thereunder.

5. SOSA and BNY as successor trustee to FIB each hereby remises, releases and forever quitclaims to City (without recourse, representation or warranty) all of its respective interests in and to the Subject Property under the Amended 1989 Lease Agreement and each component document thereof, and under the 1989 Assignment Agreement.

6. This document may be executed in two or more counterparts, each of which is deemed an original but all together constitute one and the same document.

[Signatures start on the next page.]

Effective as of the latest date of signature indicated below.

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

By: _____
Name: _____
Title: _____
Dated: _____

ATTEST:

By: _____ Dated: _____
City Clerk

APPROVED AS TO FORM:

By: _____ Dated: _____
City Attorney

**SPORTS AND OPEN SPACE AUTHORITY OF
THE CITY OF SANTA CLARA,
a California public body, corporate and politic**

By: _____
Name: _____
Title: _____
Dated: _____

ATTEST:

By: _____ Dated: _____
Secretary

APPROVED AS TO FORM:

By: _____ Dated: _____
SOSA Counsel

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as trustee**

By: _____
Name: _____
Title: _____
Dated: _____

EXHIBIT A
Legal Description of the Subject Real Property

All the certain real property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Beginning at a point in the Easterly line of Lafayette Street (90 feet in width), said point being the most Easterly point in the boundary of that parcel of real property conveyed from the Santa Clara Reclamation Corporation to the City of Santa Clara by that Grant Deed recorded in Book 9246 of Official Records at Page 586, Santa Clara County Records;

Thence, from said Point of Beginning along the Easterly line of said parcel and of Lafayette Street, North 28 deg. 16' 59" West, 1528.69 feet, more or less, to intersection with the line of that route of the pipeline described in that indenture made by and between Gallagher Fruit Co. and Pacific Gas and Electric Company and recorded in Book 592 of Official Records at Page 232, said County Records;

Thence, along said route of the pipeline the following four (4) courses:

North 67 deg. 21' 15" East, 980.98 feet;

North 40 deg. 01' 15" East, 419.11 feet;

North 9 deg. 15' 15" East, 114.40 feet;

North 39 deg. 21' 45" East, 70.09 feet;

More or less, to a point in the Westerly boundary line of Parcel 1 of that real property conveyed to the Santa Clara County Flood Control and Water District by that Grant Deed filed for record April 26, 1973 in Book 0346 of Official Records at Page 667, said County Records;

Thence, along said boundary line of Parcel 1, South 35 deg. 35' 39" East, 1984.60 feet, more or less, to a point in the Southerly boundary line of Parcel Two of that real property conveyed to the Santa Clara Reclamation Corporation by that Grant Deed filed for record October 19, 1970 in Book 9092 of Official Records at Page 80, said County Records;

Thence, along said southerly boundary line the following four (4) courses,

South 84 deg. 12' 15" West, 48.71 feet;

South 23 deg. 54' 45" East, 7.41 feet;

North 85 deg. 16' 45" West, 139.94 feet;

South 67 deg. 43' 15" West 1603.27 feet to the Point of Beginning.

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, 2019, before me, _____,
(Name of Notary)

notary public, personally appeared _____
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
 subscribed to the within instrument and acknowledged to me that he/she/they executed the same
 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
 the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under 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.

(Notary Signature)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the “Quitclaim Deed and Termination of Leases (1989)” dated effective as of _____, 2019 from the Sports and Open Space Authority of the City of Santa Clara (“SOSA”) and The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (successor-in-interest to BNY Western Trust Company), a national banking association organized and existing under the laws of the United States of America, as trustee (“BNY”) to the City of Santa Clara, a California chartered municipal corporation (the “City”) is hereby accepted by the undersigned officer on behalf of the City pursuant to the authority conferred by Resolution No. _____ of the City Council of the City adopted on _____, 2019, and the City consents to recordation thereof by its duly authorized officer.

Dated: _____, 2019

CITY OF SANTA CLARA
a California chartered municipal corporation

By: _____

Name: _____

Its: _____