

**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

APNs: 104-03-036 and a portion of 104-01-102

(Space above this line for Recorder's use)

QUITCLAIM DEED AND TERMINATION OF LEASES (1993 and 2002)

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 July 1, 1993 (the "**1993 Lease Agreement**") as disclosed by that certain Memorandum of Lease Agreement dated as of July 1, 1993 and recorded July 21, 1993 as Instrument No. 12008610 in Book M986, Page 1990 of the Official Records of Santa Clara County, California (the "**Official Records**") (the "**1993 Lease Memorandum**"). The 1993 Lease Agreement was amended by that certain First Amendment to Lease Agreement by and between City and SOSA dated as of February 14, 2001 and recorded February 16, 2001 as Instrument No. 15563485 of Official Records (the "**2001 Lease Amendment**", and together with the 1993 Lease Agreement the "**Amended 1993 Lease Agreement**").

2. By that certain First Amended and Restated Lease Agreement by and between City and SOSA dated as of November 1, 2002 and recorded November 13, 2002 as Instrument No. 16610536 of Official Records (the "**2002 Restated Lease Agreement**"), the Amended 1993 Lease Agreement was amended and restated in full and of no further force and effect. The 2002 Restated Lease Agreement by such recording encumbered that certain real property described in Exhibit A attached hereto and incorporated herein by this reference (the "**Subject Property**").

3. SOSA and BNY entered into that certain Assignment and Termination Agreement dated as of November 1, 2002 and recorded November 13, 2002 as Instrument No. 16610537 of

Official Records (the “**2002 Assignment Agreement**”), by which SOSA assigned to BNY as trustee certain of SOSA’s rights under the 2002 Restated Lease Agreement.

4. City and SOSA hereby (a) affirm that the Amended 1993 Lease Agreement was restated in full and made of no further force and effect by the 2002 Restated Lease Agreement, and (b) agree that the 2002 Restated Lease Agreement hereby is terminated and the parties thereto hereby are released from any and all obligations thereunder.

5. SOSA and BNY as trustee 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 1993 Lease Agreement, the 2002 Restated Lease Agreement and the 2002 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

REAL PROPERTY in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

PARCEL ONE

Beginning at the point of intersection of the Westerly line of Southern Pacific Railroad right-of-way (50 feet wide) with the Northerly line of Tasman Drive as shown on that certain Record of Survey filed in the Office of the County Recorder of Santa Clara County, California, in Book 345 of Maps at Pages 1 through 8 therein; thence along the said Westerly line of the Southern Pacific Railroad right-of-way North 28° 16' 16" West, 1984.85 feet to the point of intersection with the Northerly line of that certain parcel of land conveyed to Santa Clara Municipal Refuse Disposal Corporation by deed recorded in Book 6644 of Official Records at page 143, Santa Clara County Records; thence along last said Northerly line South 69° 56' 26" West, 1705.80 feet; thence leaving last said Northerly line North 18° 26' 03" East, 500.01 feet; thence North 19° 33' 34" West, 790.21 feet; thence North 88° 54' 23" West, 369.23 feet to the point of intersection with the Easterly line of Great America Parkway (125 feet wide) as shown on said Record of Survey; thence along said Easterly line of Great America Parkway South 1° 05' 37" West, 1750.58 feet to the point of intersection with the Northeasterly line of San Tomas Aquino Channel (230 feet wide) as described in the deed to Santa Clara County Water District recorded in Book B498 of Official Records at page 28, Santa Clara County Records; thence along said Northeasterly line South 57° 47' 44" East, 950.15 feet to the point of tangency with a curve, concave to the Southwest, having a radius of 686.10 feet; thence continuing along said Northeasterly line of said curve, through a central angle of 26° 15' 54" an arc length of 314.52 feet; thence continuing along said Northeasterly line, tangent to said curve, South 31° 31' 50" East, 536.13 feet; thence leaving said Northeasterly line North 63° 03' 14" East, 419.11 feet; thence South 26° 56' 46" East, 45.00 feet; thence North 63° 03' 14" East, 947.07 feet; thence North 26° 56' 46" West, 160.00 feet; thence North 63° 03' 14" East, 160.00 feet; thence South 26° 56' 46" East, 163.00 feet; thence along the arc of a curve, concave to the South, having a radius of 334.30 feet, through a central angle of 63° 13' 00" an arc length of 368.85 feet, to a point in said Northerly line of Tasman Drive; thence along said Northerly line North 62° 06' 19" East, 42.19 feet to the point of beginning.

Excepting therefrom:

A portion of Parcel B as described in that Lease Agreement dated as of July 1, 1993, which was recorded in the Office of the County Recorder of Santa Clara on July 21, 1993, as Instrument No. 12008610, more particularly described as follows:

Beginning at the Southwesterly terminus of that Northerly line of said Parcel B, having a bearing and distance of South 69 deg. 56' 26" West, 1705.76 feet;

Thence, from said Point of Beginning along the Westerly prolongation of said Northerly line, South 69 deg. 56' 26" West, 534.78 feet; more or less, to the Easterly line of Great America Parkway;

Thence, along said Easterly line, North 01 deg. 05' 37" East, 1409.67 feet;

Thence, leaving said Easterly line, South 88 deg. 54' 23" East, 369.32 feet;

Thence, South 19 deg. 33' 34" West 790.12 feet;

Thence, South 18 deg. 26' 26" West, 500.02 feet to the Point of Beginning.

PARCEL TWO:

All that certain Real Property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Being a portion of Parcel 2 and Parcel 4 as described in that Document filed for record in Book 7840 of Official Records, at Page 199, Santa Clara County Records, and being more particularly described as follows:

Commencing at the intersection of the Southerly line of said Parcel 4 with the Westerly line of that 50-foot wide Southern Pacific Railroad Right-of-Way line as shown on that certain Record of Survey filed in the Office of the County Recorder, Santa Clara County, California in Book 345 of Maps at Pages 1 through 8;

Thence, along said Southerly line South 69 deg. 55' 57" West, 73.20 feet to the True Point of Beginning;

Thence, from said True Point of Beginning, leaving said Southerly line, North 40 deg. 34' 07" West, 53.06 feet;

Thence, North 12 deg. 11' 25" East, 74.75 feet;

Thence, North 40 deg. 24' 42" West, 195.49 feet;

Thence, North 64 deg. 33' 29" West, 165.28 feet;

Thence, North 32 deg. 13' 41" West, 292.45 feet;

Thence, North 36 deg. 07' 39" West, 209.41 feet;

Thence, North 79 deg. 20' 13" West, 128.13 feet;

Thence, South 69 deg. 42' 23" West, 182.19 feet;

Thence, North 81 deg. 00' 48" West, 130.77 feet;

Thence, North 52 deg. 57' 07" West, 156.66 feet;

Thence, South 76 deg. 44' 02" West, 209.96 feet;

Thence, South 13 deg. 52' 10" East, 542.61 feet;

Thence, South 21 deg. 59' 45" East, 317.75 feet;

Thence, South 87 deg. 20' 27" East, 242.66 feet;

Thence, North 73 deg. 41' 19" East, 533.87 feet;

Thence, South 67 deg. 52' 31" East, 297.81 feet to said Southerly line of Parcel 4;

Thence, along said Southerly line, North 69 deg. 55' 57" East, 53.00 feet to the True 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 (1993 and 2002)” 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: _____