

RESOLUTION NO. 19-8765

**A RESOLUTION OF THE CITY OF SANTA CLARA AUTHORIZING
THE EXECUTION AND RECORDATION OF QUITCLAIM DEEDS
RELATED TO FINANCING LEASES FOR SANTA CLARA GOLF
AND TENNIS FACILITY**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, in order to issue bonds to finance certain improvements at the Santa Clara Golf and Tennis facility, the City of Santa Clara and the Santa Clara Sports and Open Space Authority (SOSA) entered into a series of lease agreements as security for the bonds (the "Financing Leases");

WHEREAS, the Financing Leases were recorded against title to the Santa Clara Golf and Tennis property as a means to provide security for bonds obtained by the City and which also provided an interest in the Santa Clara Golf and Tennis property to SOSA and The Bank of New York Mellon Trust Company, as Trustee ("BNY Mellon");

WHEREAS, On June 28, 2016, the City approved the Related Santa Clara Project (the "Project," formerly known as City Place) on property owned by the City (the "Project Site"), including the entirety of the Santa Clara Golf and Tennis property;

WHEREAS, as part of the Project approvals the City approved a Disposition and Development Agreement in which upon the satisfaction of conditions, the City would lease the Project Site to Related Santa Clara (Developer);

WHEREAS, as a condition precedent to leasing the property to Developer the City agreed to remove certain title encumbrances on the Project Site, including the Financing Leases;

WHEREAS, the bonds used to finance improvements at Santa Clara Golf and Tennis have been repaid and City's obligations under the Financing Leases have been satisfied, and the Financing Leases are no longer required;

WHEREAS, in order to remove the Financing Leases from title to the Project Site so the City may lease the Project Site to Developer, the title company will require confirmation that the

financial encumbrances on title have been terminated and their obligations satisfied before the Financing Leases can be removed from title; and,

WHEREAS, by the following four documents SOSA and BNY Mellon are agreeing that the Financing Leases are terminated and are consenting to release and quitclaim to the City all their interest in the Project Site obtained through the Financing Leases (collectively, the "Financing Lease Quitclaims"): (1) Quitclaim Deed and Termination of Site Leases (1989); (2) Quitclaim Deed and Termination of Leases (1989); (3) Quitclaim Deed and Termination of Site Leases (1993 and 2002); and (4) Quitclaim Deed and Termination of Leases (1993 and 2002).

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The Council hereby agrees that each of the Financing Leases can be terminated and approves removal of the Financing Leases from title to the Project Site.
2. The Council hereby accepts from SOSA and BNY Mellon their interests in the Financing Leases and the Project Site conveyed to the City by the Financing Lease Quitclaims.
3. The City Manager is authorized to execute and record the Financing Lease Quitclaims and Certificates of Acceptance for each, and other documents as necessary in order to remove the Financing Leases from title to the Project Site.

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4. Effective date: This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED
AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A SPECIAL MEETING
THEREOF HELD ON THE 22ND DAY OF OCTOBER, 2019, BY THE FOLLOWING VOTE:

AYES: COUNCILORS: Chahal, Hardy, Mahan, O'Neill, and Watanabe, and
Mayor Gillmor

NOES: COUNCILORS: None

ABSENT: COUNCILORS: Davis

ABSTAINED: COUNCILORS: None

ATTEST:



NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Quitclaim Deed and Termination of Site Leases (1989)
2. Quitclaim Deed and Termination of Leases (1989)
3. Quitclaim Deed and Termination of Site Leases (1993 and 2002)
4. Quitclaim Deed and Termination of Leases (1993 and 2002)

24347283

Regina Alcomendras
Santa Clara County - Clerk-Recorder

12/04/2019 01:20 PM

Titles: 2 Pages: 7

Fees: \$8.00
Taxes: \$0.00
Total: \$8.00



**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 SITE LEASES (1989)

This Quitclaim Deed and Termination of Site 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. City as lessor and SOSA as lessee entered into that certain Site Lease dated as of March 1, 1989 and recorded March 1, 1989 as Instrument No. 10022823 in Book K862, Page 677 of the Official Records of Santa Clara County, California (the "**Official Records**") (the "**1989 Site Lease**"). The 1989 Site Lease 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**", and together with the 1989 Site Lease the "**Amended 1989 Site Lease**"). The 1989 Site Lease 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 Section 15 of the 1989 Site Lease, SOSA assigned to First Interstate Bank of California ("**FIB**") as trustee certain of SOSA's right, title and interest in the 1989 Site Lease.

3. 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 appointed FIB as SOSA's attorney-in-fact as to the 1989 Site Lease.

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

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

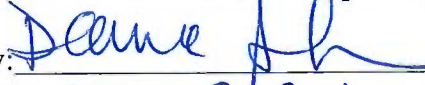
6. SOSA and BNY as successor trustee to FIB each hereby remises, releases and forever quitclaims to City (without recourse, representation or warranty) all of its respective interests in and to the Subject Property under the Amended 1989 Site Lease and each component document thereof, and under the 1989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

7. 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: Deanna J. Santana
Title: City Manager
Dated: 11-7-19

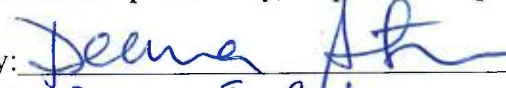
ATTEST:

By:  Dated: 11/7/19
City Clerk


APPROVED AS TO FORM:

By:  Dated: 11-5-19
City Attorney


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

By: 
Name: Deanna J. Santana
Title: Contract Administrator
Dated: _____


ATTEST:

By:  Dated: 11/7/19
Secretary

APPROVED AS TO FORM:

By:  Dated: 11-5-19
SOSA Counsel

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

By: 
Name: Frank Strunk
Title: Vice President
Dated: 5/21/2019

California All-Purpose Acknowledgment

CIVIL CODE § 1189

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.

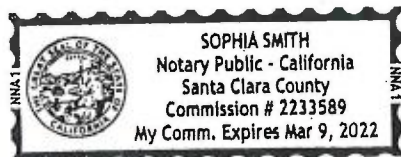
STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

} ss

On November 7, 2019, before me, Sophia Smith, a Notary Public, personally appeared Deanna J. Santana 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.

Sophia Smith

SIGNATURE OF NOTARY PUBLIC

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
QUITCLAIM DEED AND TERMINATION OF SITE LEASES

ACKNOWLEDGMENT

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.

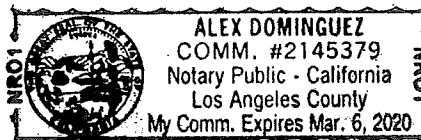
State of California
County of Los Angeles)

On May 21, 2019 before me, Alex Dominguez, Notary Public
(insert name and title of the officer)

personally appeared Frank Strunk,
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.



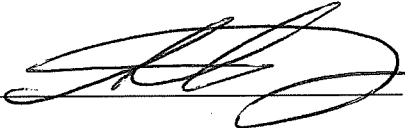
Signature  (Seal)

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.



CERTIFICATE OF ACCEPTANCE

Pursuant to California Government Code Section 27281, this is to certify that the interest in real property, APN: 097-01-039, conveyed by **Quitclaim Deed and Termination of Site Leases (1989)**, dated effective as of **October 22 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 ("BYN") to the City of Santa Clara, California, a chartered municipal California corporation ("City") is hereby accepted by the undersigned officer on behalf of the City Council of the City pursuant to authority conferred by Resolution 19-8765 of the City Council adopted on October 22, 2019; and the City as Grantee consents to recordation by its duly authorized officer.

DATED: This 14th day of November, 2019

A handwritten signature in blue ink, appearing to read "Deanma J. Santana", written over a horizontal line.

DEANMA J. SANTANA
City Manager
City of Santa Clara

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Brian Doyle", written over a horizontal line.

BRIAN DOYLE
City Attorney
City of Santa Clara

ATTEST:

A handwritten signature in blue ink, appearing to read "Nora Pimentel", written over a horizontal line.

NORA PIMENTEL, MMC
Assistant City Clerk
City of Santa Clara

24347284

Regina Alcomendras
Santa Clara County - Clerk-Recorder

12/04/2019 01:20 PM

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Titles: 2 Pages: 7

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Total: \$8.00



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: Deanna J. Santana
Title: City Manager
Dated: 11-7-19

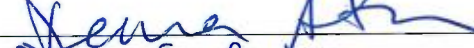
ATTEST:

By:  Dated: 11/7/19
City Clerk

APPROVED AS TO FORM:

By:  Dated: 11-5-19
City Attorney

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

By: 
Name: Deanna J. Santana
Title: Contract Administrator
Dated: 11-7-19


ATTEST:

By:  Dated: 11/7/19
Secretary

APPROVED AS TO FORM:

By:  Dated: 11-5-19
SOSA Counsel

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

By: 
Name: Frank Strunk
Title: Vice President
Dated: 5/21/2019

California All-Purpose Acknowledgment

CIVIL CODE § 1189

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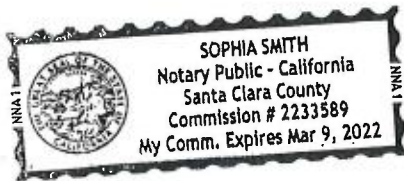
STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

} SS

On November 7, 2019, before me, Sophia Smith, a Notary Public, personally appeared Deanna J. Santana 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.

Sophia Smith

SIGNATURE OF NOTARY PUBLIC

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
QUITCLAIM DEED AND TERMINATION OF SITE LEASES

ACKNOWLEDGMENT

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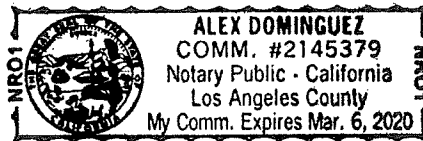
State of California
County of Los Angeles)

On May 21, 2019 before me, Alex Dominguez, Notary Public
(insert name and title of the officer)

personally appeared Frank Strunk,
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.



Signature  (Seal)

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.



City of Santa Clara


The Center of What's Possible

Office of the City Clerk

CERTIFICATE OF ACCEPTANCE


Pursuant to California Government Code Section 27281, this is to certify that the interest in real property, APN 097-01-039, conveyed by **Quitclaim Deed and Termination of Leases (1989)**, dated effective as of **October 22, 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 ("BYN") to the City of Santa Clara, California, a chartered municipal California corporation ("City") is hereby accepted by the undersigned officer on behalf of the City Council of the City pursuant to authority conferred by Resolution 19-8765 of the City Council adopted on October 22, 2019; and the City as consents to recordation by its duly authorized officer.

DATED: This 14TH day of November, 2019


DEANNA J. SANTANA
City Manager
City of Santa Clara

APPROVED AS TO FORM:


BRIAN DOYLE
City Attorney
City of Santa Clara

ATTEST: 
NORA PIMENTEL, MMC
Assistant City Clerk
City of Santa Clara

24347285

Regina Alcomendras
Santa Clara County - Clerk-Recorder

12/04/2019 01:20 PM

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

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

Titles: 2 Pages: 6

Fees: \$8.00
Taxes: \$0.00
Total: \$8.00



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 SITE LEASES (1993 and 2002)

This Quitclaim Deed and Termination of Site 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") and 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").

1. City as lessor and SOSA as lessee entered into that certain Site Lease dated as of July 1, 1993 and recorded July 21, 1993 as Instrument No. 12008609 in Book M896, Page 1981 of the Official Records of Santa Clara County, California (the "**Official Records**") (the "**1993 Site Lease**"). The 1993 Site Lease was amended by that certain First Amendment to Site Lease by and between City and SOSA dated as of February 14, 2001 and recorded February 16, 2001 as Instrument No. 15563486 of Official Records (the "**2001 Site Lease Amendment**", and together with the 1993 Site Lease the "**Amended 1993 Site Lease**").

2. By that certain First Amended and Restated Site Lease by and between City and SOSA dated as of November 1, 2002 and recorded November 13, 2002 as Instrument No. 16610535 of Official Records (the "**2002 Restated Site Lease**"), the Amended 1993 Site Lease was amended and restated in full and of no further force and effect. The 2002 Restated Site Lease by such recording encumbered that certain real property described in Exhibit A attached hereto and incorporated herein by this reference (the "**Subject Property**").


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

4. SOSA hereby remises, releases and forever quitclaims to City all of its interest in and to the Subject Property under the Amended 1993 Site Lease and the 2002 Restated Site Lease.

5. 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.

Effective as of the latest date of signature indicated below.


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

By: 
Name: Deanna J. Santana
Title: City Manager
Dated: 11-7-19


ATTEST:

By:  Dated: 11/7/19
City Clerk

APPROVED AS TO FORM:

By:  Dated: 11-5-19
City Attorney

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

By: 
Name: Deanna J. Santana
Title: Contract Administrator
Dated: 11-7-19

ATTEST:

By:  Dated: 11/7/19
Secretary

APPROVED AS TO FORM:

By:  Dated: 11-5-19
SOSA Counsel

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.

California All-Purpose Acknowledgment

CIVIL CODE § 1189

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

COUNTY OF SANTA CLARA

} ss

On November 7, 2019, before me, Sophia Smith, a Notary Public, personally appeared Deanna J. Santana 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.

Sophia Smith

SIGNATURE OF NOTARY PUBLIC

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
QUITCLAIM DEED AND TERMINATION OF SITE LEASES



CERTIFICATE OF ACCEPTANCE

Pursuant to California Government Code Section 27281, this is to certify that the interest in real property, APNs: 104-03-036 and a portion of 104-01-102, conveyed by **Quitclaim Deed and Termination of Site Leases (1993 and 2002)**, dated effective as of **October 22, 2019** from the **Sports and Open Space Authority of the City of Santa Clara (SOSA)** to the City of Santa Clara, California, a chartered municipal California corporation ("City") is hereby accepted by the undersigned officer on behalf of the City Council of the City pursuant to authority conferred by Resolution 19-8766 of the City Council adopted on October 22, 2019; and the City consents to recordation by its duly authorized officer.

DATED: This 14TH day of November, 2019

A blue ink signature of Deanna J. Santana, written over a horizontal line.

DEANNA J. SANTANA
City Manager
City of Santa Clara

APPROVED AS TO FORM:

A blue ink signature of Brian Doyle, written over a horizontal line.

BRIAN DOYLE
City Attorney
City of Santa Clara

ATTEST:

A blue ink signature of Nora Pimentel, written over a horizontal line.

NORA PIMENTEL, MMC
Assistant City Clerk
City of Santa Clara

24347286

Regina Alcomendras
Santa Clara County - Clerk-Recorder

12/04/2019 01:20 PM

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

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

Titles: 2 Pages: 8

**Fees: \$8.00
Taxes: \$0.00
Total: \$8.00**



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: Deanna J. Santana
Name: Deanna J. Santana
Title: City Manager
Dated: 11-7-19

ATTEST:

By: Nora Pimentel Dated: 11/7/19
City Clerk

APPROVED AS TO FORM:

By: [Signature] Dated: 11-5-19
City Attorney

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

By: Deanna J. Santana
Name: Deanna J. Santana
Title: Contract Administrator
Dated: 11-7-19

ATTEST:

By: Nora Pimentel Dated: 11/7/19
Secretary

APPROVED AS TO FORM:

By: [Signature] Dated: 11-5-19
SOSA Counsel

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

By: Frank Strunk
Name: Frank Strunk
Title: Vice President
Dated: 5/21/2019

California All-Purpose Acknowledgment

CIVIL CODE § 1189

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

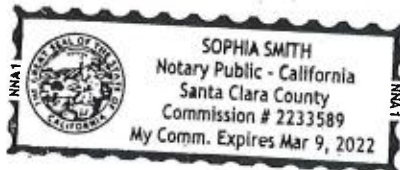
COUNTY OF SANTA CLARA

} SS

On November 7, 2019, before me, Sophia Smith, a Notary Public, personally appeared Deanna J. Santana 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.



Sophia Smith
SIGNATURE OF NOTARY PUBLIC

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
QUITCLAIM DEED AND TERMINATION OF SITE LEASES

ACKNOWLEDGMENT

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
County of Los Angeles

On May 21, 2019 before me, Alex Dominguez, Notary Public
(insert name and title of the officer)

personally appeared Frank Strunk,
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.

Signature  (Seal)

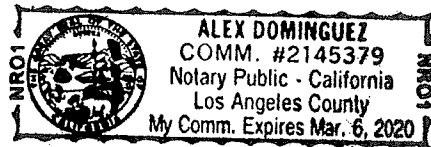


EXHIBIT A: Legal Description of the Subject Real Property

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:

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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;

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Thence, along said Southerly line, North 69 deg. 55' 57" East, 53.00 feet to the True Point of Beginning.



City of Santa Clara

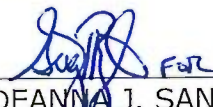
The Center of What's Possible

Office of the City Clerk

CERTIFICATE OF ACCEPTANCE


Pursuant to California Government Code Section 27281, this is to certify that the interest in real property, APNs: 104-03-036 and a portion of 104-01-102, conveyed by **Quitclaim Deed and Termination of Leases (1993 and 2002)**, dated effective as of **October 22, 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 ("BYN") to the City of Santa Clara, California, a chartered municipal California corporation ("City") is hereby accepted by the undersigned officer on behalf of the City Council of the City pursuant to authority conferred by Resolution 19-8766 of the City Council adopted on October 22, 2019; and the City consents to recordation by its duly authorized officer.

DATED: This 14th day of November, 2019


DEANNA J. SANTANA
City Manager
City of Santa Clara

APPROVED AS TO FORM:


BRIAN DOYLE
City Attorney
City of Santa Clara

ATTEST: 
NORA PIMENTEL, MMC
Assistant City Clerk
City of Santa Clara