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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SANTA CLARA CONVENTION CENTER CAMPUS**

This Declaration of Covenants, Conditions and Restrictions ("**Declaration**") is made this ____ day of _____, 2019 by the City of Santa Clara ("**City**") and the Successor Agency to the Redevelopment Agency of the City of Santa Clara (the "**Agency**") and collectively with the City, the "**Declarant**") with reference to the following facts.

RECITALS

- A. The Santa Clara Convention Center Campus was developed by the former Redevelopment Agency of the City of Santa Clara ("**Former RDA**") upon property previously owned by the Former RDA and currently owned by the Declarant, more particularly shown on the Parcel Map attached as Exhibit A hereto.
- B. The Santa Clara Convention Center Campus consists of four parcels of property, all as illustrated and designated on the Parcel Map, as defined below, and more particularly described in the legal descriptions attached as Exhibits C through E.
- C. The Former RDA previously leased Parcel 1, as shown on the Parcel Map, pursuant to the Hotel Ground Lease, as defined below.
- D. The Former RDA previously leased Parcel 2, as shown on the Parcel Map, pursuant to the Office Ground Lease, as defined below.
- E. The Former RDA, in cooperation with the City, constructed the Santa Clara Convention Center on Parcel 3, as shown on the Parcel Map, which Convention Center has been operated by the City.
- F. The Former RDA, in cooperation with the original lessees of Parcel 1 and Parcel 2, constructed on Parcel 4, as shown on the Parcel Map, a parking structure, surface parking spaces, drive, landscaping and other common area improvements.

- G. The Hotel Ground Lease and the Office Ground Lease have governed the rights and obligations of the Former RDA, the Agency and the original lessees and their successors under the Hotel Ground Lease and the Office Ground Lease with regard to the joint use of the Convention Center Campus, including without limitation certain rights and obligations related to parking, ingress and egress, and use of the Common Area. Both the Hotel Ground Lease and the Office Ground Lease are recorded against the Santa Clara Convention Center Campus.
- H. The Former RDA, along with all redevelopment agencies in the State of California, was dissolved effective February 1, 2012 pursuant to legislation adopted by the California Legislature, and all assets of the Former RDA were transferred to the Agency in accordance with ABX1 26 as subsequently amended by AB 1484 and as further amended by SB 107.
- I. Prior to dissolution of the Former RDA, the Former RDA transferred the Convention Center Campus to the City, and this transfer was challenged in court by the County of Santa Clara, the County of Office of Education, and the Santa Clara Unified School District.
- J. In settlement of the litigation referenced in Recital I, the City reconveyed Parcel 1 and Parcel 2 of the Convention Center Campus to the Agency.
- K. The Oversight Board for the Agency approved a Long Range Property Management Plan ("**LRPMP**") in accordance with Health and Safety Code Section 34191.5, providing for the disposition of the real property assets of the Former RDA, which LRPMP was subsequently approved by the California Department of Finance.
- L. The LRPMP calls for Parcels 1 and 2 of the Convention Center Campus to be sold for maximum value subject to their respective ground leases. The LRPMP calls for the City to acquire Parcels 3 and 4 pursuant to a compensation agreement to be entered into by the City, the Agency and the affected taxing entities. As a condition of the compensation agreement and the settlement agreement of the litigation referenced in Recital I above (the "**Settlement Agreement**") the City and the Agency have agreed that the Convention Center Campus shall be subject to this Declaration, which is intended to set forth the rights and obligations of the Owners of Parcels 1, 2, 3, and 4 as more particularly set forth herein and to preserve the rights and obligations of the current lessees under the Hotel Ground Lease and the Office Ground Lease.

NOW, THEREFORE, during the term of this Declaration, as set forth in Article 8 hereof, Declarant hereby declares that the Convention Center Campus and all interests in the Convention Center Campus, including the fee interest of all Owners and any leasehold interests (subject to Section 15.20 below), shall be held, sold, leased, mortgaged, encumbered, rented, used, occupied, improved and conveyed subject to the following declarations, limitations, easements, restrictions, covenants, and conditions, which are imposed as equitable servitudes for the purpose of enhancing and protecting the value and desirability of the properties within the Convention Center Campus and every part thereof, and which shall run with the Convention Center Campus and all interests in the Convention Center Campus and be binding on Declarant and its successors and assigns, and on all parties having or acquiring any right, title or interest in or to the described Convention Center Campus or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. DEFINITIONS

Capitalized Terms used in this Declaration shall have the meaning set forth in this Article
1. Capitalized terms not defined herein shall have the meanings set forth in the Hotel Ground Lease or Office Ground Lease, as the case may be.

1.1 Agency. The Successor Agency to the Santa Clara Redevelopment Agency, a separate public entity.

1.2 Assessment District. The Santa Clara Convention Center Campus Maintenance District No. 183 formed by the City to which the Campus is subject.

1.3 BFP Owner. A third party purchaser who acquires Parcel 1 or Parcel 2 from the Agency pursuant to the procedures set forth in the Settlement Agreement and such BFP Owner's successors and assigns.

1.4 City. The City of Santa Clara, a chartered California municipal corporation.

1.5 Common Area has the meaning set forth in Section 105 of the Hotel Ground Lease and the Office Ground Lease, respectively.

1.6 Conference Center Area. The "Conference Center Area" as shown on Exhibit B.

1.7 Convention Center. The Santa Clara Convention Center constructed on Parcel 3, inclusive of the Ballroom Facility.

1.8 Convention Center Campus or Campus has the meaning provided in Recital B.

1.9 County. The County of Santa Clara, California.

1.10 Declarant. The City and the Agency, collectively and individually.

1.11 Declaration. This Declaration of Covenants, Conditions and Restrictions.

1.12 Former RDA has the meaning provided in Recital A.

1.13 Ground Lease(s). The Hotel Ground Lease and the Office Ground Lease, collectively and individually.

1.14 Hotel. The existing hotel and ancillary improvements developed pursuant to the Hotel Ground Lease and located on Parcel 1 as of the date of this Declaration.

1.15 Hotel Area. The "Hotel Area" as shown on Exhibit B.

1.16 Hotel Expansion. Section 402 of the Hotel Ground Lease provides Lessee with an option to lease Parcel 1A, which is owned by City as of the date of this Declaration and as further described in Section 2.1.1 of this Declaration.

1.17 Hotel Ground Lease. That certain Hotel Ground Lease between the Former RDA as lessor, and SCCC, as lessee, dated April 30, 1985, and recorded on May 16, 1985 as Instrument No. 8411269, as supplemented by that certain Supplement to Hotel Ground Lease between Former RDA and SCCC dated May 10, 1985, recorded on May 16, 1985, as

Instrument No. 8411271, as modified by that certain Assignment and Assumption Agreement dated October 31, 1986 by and between SCCC Associates and SCCHLP, recorded November 12, 1986 as Instrument No. 9026982, as amended by that certain Amendment to Hotel Ground Lease between Former RDA and SCCHLP dated January 13, 1987, and recorded on December 2, 1987 as Instrument No. 9524015, as further amended by that certain Second Amendment to Hotel Ground Lease between the Former RDA and SCCHLP dated November 24, 1987, and recorded on December 2, 1987 as Instrument No. 9524016, as further amended by that certain Third Amendment to Hotel Ground Lease between Former RDA and SCCHLP dated April 25, 1988, and recorded on July 13, 1988 as Instrument No. 9755389, as modified by that certain Assignment and Assumption Agreement dated December 22, 1997, by and between Travelers Casualty and Surety Company and T-W Santa Clara LLC, and recorded on December 22, 1997 as Instrument No. 13986588, as supplemented by that certain First Amended and Restated Supplement to Hotel Ground Lease between Former RDA and TWSC dated March 17, 1998, and recorded on April 21, 1998 as Instrument No. 14150275, as further amended by that certain Fourth Amendment to Hotel Ground Lease between the Former RDA and TWSC dated March 17, 1998, and recorded on April 21, 1998 as Instrument No. 14150278, as further amended by that certain Fifth Amendment to Hotel Ground Lease between Former RDA and TWSC dated May 14, 1998, and recorded on May 15, 1998 as Instrument No. 14185858, as modified by that certain Assignment and Assumption of Hotel Lease dated December 1, 1999, by and between T-W Santa Clara LLC and SHC-W Santa Clara, L.L.C, recorded on December 3, 1999 as Instrument No. 15077819, as further supplemented by that certain Second Supplement to Hotel Ground Lease made by the Former RDA and dated February 13, 2001, and recorded on February 16, 2001 as Instrument No. 15563483, as modified by that certain Assignment and Assumption of Hotel Ground Lease dated June 29, 2004, by and between SHC-W Santa Clara LLC and SHC New Santa Clara L.L.C., recorded July 8, 2004 as Instrument No. 17886492, and further modified by that certain Assignment and Assumption of Ground Lease, Ballroom License Agreement, and Recreation Facilities Agreement, and Deed of Improvements dated December 15, 2005, by and between SHC New Santa Clara, L.L.C and Hyatt Equities, L.L.C, recorded on December 15, 2005 as Instrument No. 18721549, as further amended by that certain Sixth Amendment to Hotel Ground Lease between the former RDA and SHC New Santa Clara L.L.C. dated December 13, 2005 and recorded on July 14, 2006 as Instrument No. 19016251; and as further supplemented by the Third Supplement to Hotel Ground Lease between the Former RDA and Hyatt Equities LLC dated April 10, 2007 and recorded on April 11, 2007 as Instrument No. 19379342, as modified by that certain Assignment and Assumption Agreement (Convention Complex Properties) dated March 8, 2011, by and between Santa Clara Redevelopment Agency and the City, recorded on June 23, 2011 as Instrument No. 21216114, and as further modified by that certain Assignment and Assumption of Ground Lease, Ballroom License Agreement and Recreational Facilities Agreement and Deed of Improvements dated September 23, 2013, by and between Hyatt Equities, L.L.C and IA Lodging Santa Clara L.L.C, recorded on September 26, 2013 as Instrument No. 22397821. The lessor's interest under the lease was conveyed to the Successor Agency to the Redevelopment Agency of the City of Santa Clara, a public entity, by that certain quitclaim deed recorded on December 17, 2015 as Instrument No. 23175557 of Official Records.

1.18 Hotel-Office Space Frame has the same meaning as "Hotel-Trade Center Space Frame" in Section 1422 of the Hotel Ground Lease and Section 1403 of the Office Ground Lease.

1.19 Leasehold Mortgagee. A permitted leasehold mortgagee under the Hotel Ground Lease or the Office Ground Lease and any permitted successors and assigns.

1.20 Lessee. The lessee under either the Hotel Ground Lease or the Office Ground Lease and their respective permitted successors and assigns. As of the date of this Declaration, the Lessee under the Hotel Ground Lease is SHC New Santa Clara LLC, a Delaware limited liability company, and the Lessee under the Office Ground Lease is Carramerica Techmart LLC, a Delaware limited liability company.

1.21 LRPMP. The Long Range Property Management Plan as defined in Recital K.

1.22 Main Drive. The “Main Drive”, located on Parcel 4 and as shown on Exhibit B, providing ingress and egress from and to Great America Parkway and Tasman Drive.

1.23 Maintenance District Assessment. The amount determined annually for Maintenance District 183 – Santa Clara Convention Center Complex for common area maintenance and other costs and paid by the Lessees or Owners, as applicable, of Parcel 1, Parcel 2 and Parcel 3.

1.24 Mortgagee. Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel.

1.25 Occupant. Any Owner, Lessee, tenant, subtenant, licensee, concessionaire, or other party occupying or having the right to occupy any portion of any Parcel.

1.26 Office. The Office facility developed pursuant to the Office Ground Lease and located on Parcel 2 as of the date of this Declaration.

1.27 Office Area. The “Office Area” is referred to as the “Trade Center Area” shown on Exhibit B.

1.28 Office Ground Lease. That certain Office Ground Lease between the Former RDA as lessor and Carramerica Techmart, L.L.C. as lessee dated May 13, 1998 and recorded on May 15, 1998 as Instrument No. 14185856, as amended by that certain First Amendment to Lease by the Former RDA and Carramerica Techmart, L.L.C., dated July 12, 2006 and recorded on October 26, 2006 as Instrument No. 19158820. The lessor’s interest under the lease was assigned to City of Santa Clara, a chartered municipal corporation by assignment recorded June 23, 2011, as Instrument No. 21216114 of Official Records, and conveyed by the City of Santa Clara to the Successor Agency to the Redevelopment Agency of the City of Santa Clara, a public entity, by quitclaim deed recorded December 17, 2015, as Instrument No. 23175554 of Official Records. The lessee’s interest under the lease has been assigned to Hudson Techmart Commerce Center, LLC, a Delaware limited liability company by assignment recorded April 03, 2015, as Instrument No. 22905017 of Official Records.

1.29 Office Uses has the meaning provided in Section 2.2.

1.30 Office of the Recorder. The Office of the Recorder of the County of Santa Clara.

1.31 Owner. The owner of the fee title to a Parcel.

1.32 Parcel. Any individual legal parcel contained within the Convention Center Campus.

1.33 Parcel 1. That certain real property identified as "Parcel 1" on the Parcel Map and more particularly described in Exhibit C.

1.34 Parcel 1 Improvements. All of the improvements constructed on Parcel 1, including without limitation the Hotel.

1.35 Parcel 1A. That certain real property identified as "Future Expansion" on the Parcel Map.

1.36 Parcel 2. That certain real property identified as "Parcel 2" on the Parcel Map and more particularly described in Exhibit D.

1.37 Parcel 2 Improvements. All of the improvements constructed on Parcel 2, including without limitation the Office.

1.38 Parcel 3. That certain real property identified as "Parcel 3" on the Parcel Map and more particularly described in Exhibit E.

1.39 Parcel 3 Improvements. All of the improvements constructed on Parcel 3, including without limitation the Convention Center.

1.40 Parcel 4. That certain real property identified as "Parcel 4" on the Parcel Map and more particularly described in Exhibit F.

1.41 Parcel Map. That certain Parcel Map filed for record in the Office of the Recorder on October 30, 1984 in Book 535 of Maps, at pages 47 and 48, as corrected by that certain Certificate of Correction filed for record on April 24, 1985 as Instrument No. 8389033, in Book J327, page 1212, Official Records, as amended by the Amended Parcel Map recorded in the Office of the Recorder, on December 2, 1987 in Book 581 of Maps, at pages 9, 10, and 11, as further amended by that certain Grant Deed between the Former RDA as grantor and grantee recorded in the Office of the Recorder, on March 24, 1998 as Instrument No. 14106142 pursuant to that certain Notice of Lot Line Adjustment issued by the City and recorded concurrently therewith in the Office of the Recorder on March 24, 1998 as Instrument No. 14106143, and as further amended by that certain Grant Deed between the Former RDA as grantor and grantee recorded in the Office of the Recorder, on July 11, 2006 as Instrument No. 19010186 pursuant to that certain Notice of Lot Line Adjustment issued by the City and recorded concurrently therewith in the Office of the Recorder, on July 11, 2006 as Instrument No. 19010185.

1.42 Parking Structure. The parking structure constructed by the Former RDA on Parcel 4 in the "Parking Structure Area" as shown on Exhibit B.

1.43 Settlement Agreement has the meaning provided in Recital L.

1.44 Term. The term of this Declaration as provided in Article 8.

2. USE OF PARCELS AND IMPROVEMENTS

2.1 Parcel 1. During the term of this Declaration with respect to Parcel 1, as set forth in Article 8 of this Declaration, Parcel 1 may be used only for the purposes allowed under the

Hotel Ground Lease. Upon termination of the Hotel Ground Lease, Parcel 1 may be used for any permissible use under the City's zoning law.

2.1.1 Option to Expand. Pursuant to the Settlement Agreement, Parcel 1 will be sold by the Agency to a BFP Owner and Parcel 1A shall be owned by the City. In the event the Lessee under the Hotel Ground Lease determines it wishes to exercise its option to expand to Parcel 1A, as set forth in Section 402 of the Hotel Ground Lease, the Owner and/or Lessee of Parcel 1 and the Parcel 4 Owner may enter into a separate lease agreement for the lease of Parcel 1A, and the Parcel 4 Owner and Parcel 1 Owner shall cooperate pursuant to Section 4 of this Declaration to take all necessary steps to permit the Lessee under the Hotel Ground Lease to use Parcel 1A in a manner consistent with the Lessee's rights under the Hotel Ground Lease.

2.2 Parcel 2. During the term of this Declaration with respect to Parcel 2, as set forth in Article 8 of this Declaration, Parcel 2 may be used only for the purposes allowed under the Office Ground Lease. Upon termination of the Office Ground Lease, Parcel 2 may be used for any permissible use under the City's zoning law:

2.3 Parcel 3. During the term of this Declaration with respect to Parcel 1, as set forth in Article 8 of this Declaration, the City shall operate and maintain the Convention Center on Parcel 3 in accordance with and subject to the rights and obligations of the Former RDA as set forth in Sections 1401 through 1420 of the Hotel Ground Lease.

2.4 Parcel 4. Common Area and Common Improvements

2.4.1 Parcel 4 contains the Common Area and is for the beneficial use and enjoyment of (i) Parcel 1, (ii) Parcel 2, and (iii) Parcel 3. During the Term, the entire Common Area shall be used to provide utilities access, pedestrian and vehicular access, parking, landscaping and other benefits for Owners, Lessees and Occupants of Parcels 1, 2 and 3 and their respective guests, invitees, tenants, sublessees, and other authorized users of Parcel 1 Improvements, Parcel 2 Improvements and the Convention Center and for authorized users of the Common Improvements. Prior to the earlier of the Hotel Ground Lease or Office Ground Lease date of expiration or earlier termination, as the case may be, the Owners of Parcel 1, 2, 3, and 4 shall enter into an agreement in recordable form setting forth their respective rights and obligations with respect to the use of the Common Area and the Common Improvements including, but not limited to, the allocation of parking and payment of operation and maintenance costs (the "**Replacement Declaration**"). As set forth in Article 8 of this Declaration, this Declaration shall continue in full force and effect until the Replacement Declaration is recorded. The Owner of Parcel 1 or Parcel 2, as applicable, shall provide no fewer than 180 days' advance written notice to the other Owners of the impending expiration or termination date of the applicable Ground Lease, and the Owners shall cooperate in good faith to prepare and finalize the Replacement Declaration within such 180-day period. If the Owners are unable to agree to a Replacement Declaration within such 180-day period, then the provisions of Article 7 hereof shall apply.

2.4.2 Declarant has constructed, or caused to be constructed, certain improvements within the Common Area (the "**Common Improvements**") as defined in Section 1422 of the Hotel Ground Lease and Section 1403 of the Office Ground Lease. During the term of this Declaration, the Owner of Parcel 4 shall operate and maintain the Common Improvements in accordance with and subject to the rights and obligations of the Former RDA as set forth in the Hotel Ground Lease and the Office Ground Lease, and subject to compliance

by the Lessees of the Hotel Ground Lease and the Office Ground Lease of their obligations with respect to the Common Area and Common Improvements.

2.5 Use and Development of the Campus. So long as this Declaration remains in effect as to its respective Parcel, the obligations of the Lessee in connection with the use, operation and maintenance provisions of the Hotel Ground Lease and the Office Ground Lease, as applicable, shall remain in full force and effect; and further, the Owners of Parcels 1 and 2, respectively, shall take all necessary steps to enforce compliance by the Hotel Ground Lessee and the Office Ground Lessee, as applicable, of all Ground Lease obligations including, but not limited to, the making of payments for the operation, maintenance, repair, restoration or replacement of the Common Area and the Common Improvements, as set forth in the Ground Leases.

2.6 Appurtenant Interests Related to Parcel 1. So long as this Declaration remains in effect as to Parcel 1, as set forth in Article 8 hereof, (i) Declarant as Owner of Parcel 3 and Parcel 4 covenants and agrees, for itself and any successors in interest, to comply with the obligations of the Former RDA under the Hotel Ground Lease, including without limitation Sections 1400 through 1439 thereof, for the benefit of the Lessee under the Hotel Ground Lease, and (ii) the obligations of the Lessee under the Hotel Ground Lease, including without limitation Sections 1400 through 1439 thereof, shall remain in full force and effect for the benefit of the Owner of Parcels 3 and 4 and the Owner of Parcel 1 shall take all steps necessary to enforce compliance by Lessee with such provisions. Notwithstanding the foregoing, for purposes of Section 1430 of the Hotel Ground Lease, "Common Improvements" shall not include the pedestrian and golf cart bridge connecting Parcel 4 and Parcel 5 (as defined in the Hotel Ground Lease (the "**Pedestrian Bridge**")), as the City shall be solely responsible for the maintenance of such improvement.

2.7. Appurtenant Interests Related to Parcel 2. So long as this Declaration remains in effect as to Parcel 2, (i) Declarant as the Owner of Parcel 3 and Parcel 4 covenants and agrees, for itself and any successors in interest, to comply with the obligations of the Former RDA under the Office Ground Lease, including without limitation Sections 1400 through 1420 thereof, for the benefit of the Lessee under the Office Ground Lease, and (ii) the obligations of the Lessee under the Office Ground Lease, including without limitation Sections 1400 through 1420 thereof, shall remain in full force and effect for the benefit of the Owner of Parcel 4, and further that the Owner of Parcel 2 shall take all steps necessary to enforce compliance by Lessee with such provisions. Notwithstanding the foregoing, for purposes of Section 1411 of the Office Ground Lease, "Common Improvements" shall not include the Pedestrian Bridge, as the City shall be solely responsible for the maintenance of such improvement.

3. INSURANCE; INDEMNIFICATION

3.1 Parcels 1, 2, and 3. Declarant acknowledges and agrees that insurance maintained by the Lessees in compliance with the Hotel Ground Lease and the Office Ground Lease shall fulfill all insurance obligations under this Declaration with respect to Parcel 1 and Parcel 2. Declarant agrees and covenants as the Owner of Parcel 3, for itself and its successors and assigns, during the term of the Hotel Ground Lease, to maintain with respect to Parcel 3 the same type of insurance required to be maintained by the Former RDA pursuant to Section 1433 of the Hotel Ground Lease; provided, however, that so long as Parcel 3 is owned by the City, Parcel 3 and the improvements thereon shall be included within the City's policy or policies of blanket insurance and such coverage shall be deemed to satisfy all insurance obligations under this Declaration with respect to Parcel 3.

3.2 Parcel 4. For the Term of this Declaration, Declarant agrees and covenants as Owner of Parcel 4, for itself and its successors and assigns, to (i) maintain insurance with respect to the Common Area as set forth in Section 1432 of the Hotel Ground Lease and Section 1414 of the Office Ground Lease; and (ii) comply with the indemnification provisions of Section 1436 of the Hotel Ground lease and Section 1418 of the Office Ground Lease with respect to the Common Area.

3.3 Indemnification Regarding the Common Area. The Owners of Parcels 1, 2, 3, and 4 shall each indemnify and hold the other, their respective contractors, agents, officers, and employees harmless for loss or damage, including property damage, personal injury, or wrongful death, arising out of or in connection with their respective wrongful, willful or negligent acts or omissions or the wrongful, willful or negligent acts or omissions of their respective contractors, agents, servants, officers or employees in the use of the Common Area, all except to the extent caused by the other Owners' (or their Occupants' or Lessees') negligence, breach of this Declaration, or willful misconduct. This indemnity shall not apply to loss or damage caused by guests or invitees.

4. REVISED ASSESSMENTS UPON HOTEL EXPANSION

In the event the Lessee of Parcel 1 exercises its option to expand its improvements onto Parcel 1A, as provided in the Hotel Ground Lease (the "**Hotel Expansion**"), and in accordance with Section 2.1.1 of this Declaration, the Owner of Parcel 4 shall reasonably cooperate with the Owner of Parcel 1 to ensure compliance with the Subdivision Map Act in the merger or incorporation of Parcel 1A with Parcel 1 so that the Hotel Expansion can be constructed. In such event, the assessments to be levied against and paid by Owner or Lessee of Parcel 1 shall be adjusted in accordance with Section 1424 of the Hotel Ground Lease.

5. RIGHT OF ACCESS

City, at the sole risk and expense of the City and at no risk or expense to any other Lessee or Owner, reserves the right to enter any Parcel or any part thereof upon prior written notice, at all reasonable times and with as little interference as possible for the purpose of construction, reconstruction, maintenance, repair or service of any public improvements or public facilities, if any located on any such Parcel. Any such entry shall be made only after reasonable written notice to the Owner and Lessee of such Parcel. The City shall indemnify and hold harmless the Owner and Lessee of such Parcel from and against any claims, injuries, demands, obligations causes of action, damages or liabilities pertaining to any such entry. Any damage or injury to the Parcel entered or the Improvements located thereon or to the Lessee's or Owner's rights resulting from such entry shall be promptly remedied or repaired at the sole expense of the City. The indemnification contained herein shall include and apply to attorneys' fees, investigation costs and other costs actually incurred by the Lessee or Owner of the Parcel entered. The City shall not be liable to any Owner or Lessee for any inconvenience, annoyance, disturbance or loss of business covered by any such entry unless occasioned by the negligence or wrongful misconduct or omissions of the City or its agents, servants or employees. The City shall make all reasonable efforts to keep any such inconvenience, annoyance, disturbance or loss of business to a minimum. The provisions of this Article 5 shall survive the termination of this Declaration with respect to any damage, injury or death occurring prior to such termination or for which the Lessee or Owner of any Parcel entered may be liable.

6. EMINENT DOMAIN

In the event that any portion of the Campus shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, then, as between the Owners of each Parcel (or any Mortgagee, if in effect), the interests of all Owners (and any Mortgagee, if in effect) in the award and the effect of the taking upon this Declaration shall be as follows, subject to the rights of the Lessees and Leasehold Mortgagees as set forth in the Ground Leases:

6.1 In the event of such taking of only a part of a Parcel or the Improvements thereon, this Declaration shall terminate and end as to the portion of the Parcel so taken as of the date title or possession to such portion vests in the condemning authority, but, subject to the provisions of Section 6.3, shall continue in full force and effect as to the remaining portion of Parcel and all other Parcels in the Campus not so taken (and except as provided in Section 6.2, the rights appurtenant in the Common Area).

6.2 In the event of the taking of the entire Common Area or any part thereof, and if neither Parcel 1 and 2 nor is taken (or there is a partial taking of Parcel 1 or Parcel 2 under Section 6.1), then in addition to the application of the provisions of Section 6.1 with respect to Parcel 1 and Parcel 2 (if a part of Parcel 1 or 2 is taken), this Declaration and the rights appurtenant granted herein shall terminate and end as to the portions of the Common Area so taken and as to any other portions of the Common Area left in such location, or in such form, shape or reduced size as to render the same not effectively and practicably useable for the conduct thereon of the uses permitted hereunder, as of the date title or possession to the portion taken vests in the condemning authority, but, subject to the provisions of Section 6.3, the Declaration and the rights appurtenant granted herein shall continue in full force and effect as to the portions of the Common Area not so taken.

6.3 In the event of any taking described under Section 6.1 or Section 6.2, subject to the provisions allocating between Owners the award attributable to the Improvements as set forth below and the award attributable to the Parking Structure as set forth in Section 6.4, the award shall be allocated between Owners according to their respective interests. To the extent needed, the amount of the award of compensation attributable to the Common Area shall be used in the manner described in Section 6.4.

6.4 In the event of any partial taking of the Campus where the Declaration remains in effect, the net amount of all awards applicable and allocable to the Office Common Area or the Hotel Common Area (to the extent needed therefor) shall be used and applied to reconstruct the Office Common Area or Hotel Common Area, as applicable, or acquire substitute Common Area comparable to the Office Common Area or Hotel Common Area existing prior to such taking (including structured parking), to the extent such reconstruction or acquisition is feasible, and to the extent of the net amount of such awards available therefor after payment of bonds or other such obligations applicable to the Office Common Area and/or the Hotel Common Area and required to be paid in lieu of restoration. In the event reconstruction or replacement is feasible, and the net award is insufficient for reconstruction or replacement, the Assessment District shall reconstruct the Office Common Area and/or the Hotel Common Area, or acquire substitute Common Area. If approved by the Management Review Committee, the Owner of Parcel 4 may form an additional assessment district to reconstruct the Office Common Area and/or Hotel Common Area, or acquire substitute Common Area, unless the cost thereof is too little to make such financing economically efficient.

6.5 As used in this Article 6, "net" amount of the award shall mean the gross award less all costs (including reasonable attorneys' fees) incurred by applicable party, as the case may be, to recover such award.

6.6 In the event there is a taking of all or any portion of the Parking Structure, the net award therefor (exclusive of any award for the land on which it is located) after complying with this Article 6, shall be distributed to the Owners, pro rata in proportion to the Parcels' contributions towards the capital cost of constructing the Parking Structure as set forth in the Allocations Table until all such capital contributions have been distributed and then the balance, if any, shall be distributed in the same proportion as each Parcel's respective proportionate share of the costs of construction and maintenance are allocated pursuant to Section 1100 of the Hotel Ground Lease and Section 1100 of the Office Ground Lease.

7. ARBITRATION

7.1 If a dispute arises in connection with any matter under this Declaration, including without limitation the use of the Common Area, then the parties shall submit such dispute to arbitration as set forth below, provided that the party requesting arbitration delivers written notice to the other affected parties invoking arbitration.

7.2 Arbitration shall be conducted in Santa Clara, California, before and in accordance with the rules of the American Arbitration Association, then in place. Notwithstanding anything contained in the foregoing sentence, the parties agree that the provisions of California Code of Civil Procedure Section 1283.05, Depositions for Discovery or any successor and/or amendatory statute thereto, are incorporated into, made a part of and made applicable to this Article 7 as though fully set forth herein, it being the intent of the Declarant to incorporate discovery provisions into this Arbitration provision, provided, however, that the period for discovery pursuant to this Article 7 shall expire on the date which is 30 days from the date of the delivery of notice of request for arbitration; it being understood that any discovery commenced by notice within such 30-day period shall be completed diligently by the noticed party. In the event that the American Arbitration Association shall not then be in existence, the party desiring arbitration shall appoint a disinterested person as arbitrator on its behalf and give notice thereof to the other party who shall, within 10 days thereafter, appoint a second disinterested person as arbitrator on its behalf and give written notice thereof to the first party. The arbitrators thus appointed shall appoint a third disinterested person, and such three arbitrators shall, as promptly as possible, determine the matter which is the subject of the arbitration. The decision of the majority of the arbitrators shall be conclusive and binding on all parties and shall be rendered on or before the date which is 60 days from the date of the delivery of notice of dispute and request for arbitration pursuant to this Article 7, it being understood that time is of the essence; however, if the arbitrators have failed to render their decision within the time required in connection with an alleged default or dispute under this Declaration, the party or parties which were not a cause of such delay may pursue all other rights and remedies which it or they may have under this Declaration. If a party who shall have the right pursuant to the foregoing to appoint an arbitrator fails or neglects to do so, then, and in such event, the other party (or if the two arbitrators appointed by the parties shall fail within five days after the appointment of the second arbitrator to appoint a third arbitrator, then either party) may apply to any court of competent jurisdiction to appoint such arbitrator. The prevailing party shall be entitled to reasonable attorney's fees, costs and expenses of the arbitration as determined by the arbitrators. The parties to the arbitration agree to sign all documents and to do all other things necessary to submit any such matter for arbitration, and further agree to, and hereby do, waive any and all rights they or either of them may at any time have to revoke their

agreement hereunder to submit to arbitration once the matter has been submitted, and to abide by the decision rendered thereunder. The arbitrators shall not have any power to modify or amend any of the terms of this Declaration.

7.3 The decisions of the arbitrators shall be final and binding upon the parties in any later action or proceeding concerning the existence of a default being arbitrated.

8. TERM

This Declaration shall run with the land constituting the Campus and shall inure to the benefit of and be enforceable by the BFP Owners, Parcel 3 Owner, Parcel 4 Owner, Declarant (so long as Declarant is an Owner of Parcel 3 or Parcel 4) and Lessees and their respective permitted successors and assigns, for the following term(s): (i) With respect to Parcel 1, so long as the Hotel Ground Lease is in force and effect; and (ii) with respect to Parcel 2, so long as the Office Ground Lease is in force and effect, provided, however, that this Declaration shall continue in full force and effect until the date of recordation of the Replacement Declaration pursuant to Section 2.4.1 of this Declaration. Neither the Hotel Ground Lease nor the Office Ground Lease may be extended beyond the terms set forth in such Leases as they exist on the date of this Declaration without the express written consent of the Owner of Parcel 4, which consent may be withheld in its sole and absolute discretion. Notwithstanding any the foregoing, the term of this Declaration may be amended upon the mutual written agreement of all of the Owners.

9. IMPOSITIONS

The Owner(s) of each of Parcel 1, Parcel 2 and Parcel 3, if applicable, shall pay or cause to be paid, as and when they become due and payable, all taxes, assessments, franchises, excises, licenses and permit fees, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on; any Owner's interest in the Common Area as described in this Declaration. All such taxes, franchises, excises, licenses and permit fees, and other governmental levies and charges shall herein be referred to as "impositions", and any of the same shall herein be referred to as an "Imposition."

10. ENFORCEMENT

10.1 Violation a Nuisance.

The result of every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every remedy allowed by law or equity against an Owner, Lessee, or Occupant for nuisance, either public or private, shall be available to and may be exercised by any Owner.

10.2 General Remedies.

10.2.1 Any Owner shall have the right to enforce, by all appropriate legal and equitable proceedings, all conditions, covenants, restrictions, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration.

10.2.2 Any party to whose benefit this Declaration inures shall have the right, in the event of violation or breach of this Declaration, to prosecute a proceeding at law or in equity against the party or parties who have violated or are attempting to violate this Declaration, to enjoin or prevent them from doing so, to cause said violation to be remedied and to recover damages for said violation.

10.3 Cumulative Remedies; No Waiver.

The remedies herein provided to enforce this Declaration shall be cumulative, and no such remedy is exclusive. No delay or failure by any Owner to exercise any such remedy shall, under any circumstance, constitute a waiver of the right to enforce such covenant thereafter.

11. NOTICES AND APPROVALS

11.1 Notices.

All notices, demands, consents, requests, approvals, disapprovals, designations or other communications (all of the foregoing hereinafter referred to as "notice") that an Owner gives to any other Owner or Lessee shall be in writing and shall be deemed to have been properly given if (a) served personally, or (b) mailed, when deposited with the United States Postal Service within the boundaries of the continental United States for registered or certified delivery, return receipt requested, with postage prepaid, or (c) sent by receipted overnight courier, postage prepaid, in each case addressed to the applicable recipient at its address as shown on the then-most recent Santa Clara County Tax Assessor's records or at such other address as may be designated by an Owner to all others in accordance with this Section 11.1. All notices shall be deemed given and received, if served personally, when actually received and receipt is acknowledged in writing, and if mailed or sent by courier, at the time shown on the postal or courier receipt. If delivery of a notice is refused between the hours of 9:00 A.M. and 5:00 P.M. on a business day, or fails because of a changed address of which no notice was given, then such notice shall be deemed given and received, if mailed or sent by courier, at the time delivery was first attempted, as shown by postal or courier receipt.

11.2 Form and Effect of Notice.

11.2.1 Every notice or request for approval given to an Owner or other person entitled to notice hereunder must reference this Declaration and shall state (or be accompanied by a cover letter that states):

11.2.1.1 the Section of this Declaration pursuant to which the notice is given, if any; and

11.2.1.2 if applicable, that the failure to object to the notice within a stated time period will be deemed to be the equivalent of the recipient's approval of or consent to the subject matter of the notice.

11.2.2 In no event shall a recipient's approval of or consent to the subject matter of a notice be deemed to have been given by its failure to object thereto if such notice (or the accompanying cover letter) did not fully comply with the requirements of this Section 11.2.

11.3 Time and Form of Approvals.

Wherever in this Declaration approval of an Owner is required, and unless a different time limit is provided herein, such approval or disapproval shall be given in writing within 30 days following the delivery of the item to be so approved or disapproved. In the case of the failure of an Owner to give approval within the time specified (provided the notice complies with Section 11.2 above) such failure shall be conclusively deemed to constitute disapproval. Any disapproval which requires reasonableness shall specify with particularity the reasons therefor.

11.4 Notice to Mortgagees; Cure-Rights.

11.4.1 Each Mortgagee shall be entitled to receive notice of any default or breach of this Declaration by the Owner whose Parcel secures such Mortgagee's Mortgage, and any other notice given to such Owner under the provisions of or with respect to this Declaration, from each of the Owners to whom such Mortgagee shall have delivered a notice stating that it is a Mortgagee as to a specified Parcel, and providing its name and address for notice hereunder. Each Owner shall acknowledge in writing its receipt of the name and address of a Mortgagee so delivered to it.

11.4.2 Any notice to a Mortgagee shall be given in the same manner as provided in Section 11.1 above.

11.4.3 In the event that any notice shall be given of the default of an Owner and such defaulting Owner has failed to cure or commence to cure such default as provided in this Declaration, then the Mortgagee under the Mortgage affecting the defaulting Owner's interest in a Parcel shall have the right (but not the obligation) to cure any such default and such performance by or at the instance of the Mortgagee shall be accepted as if the same had been made by such Owner; provided, that the foregoing shall not be deemed to extend any period specified herein for the cure of such default.

11.4.4 Any notice given under this Declaration to a Mortgagee which is entitled to notice hereunder in more than one capacity shall be deemed a notice given in accordance with the terms hereof to such noticed party in all such capacities.

11.5 Opportunity to Cure.

Notwithstanding anything in this Declaration to the contrary, no Owner shall be deemed to be in default of any obligation under this Declaration until the expiration of five days (in the case of obligations involving the payment of money) and 30 days (in the case of all other obligations) from receipt of notice of such default. If such default (other than a default in the payment of money) cannot be reasonably cured within such 30-day period, an Owner shall not be in default so long as, within such 30-day period, it commences with due diligence and dispatch the curing of such default, and thereafter prosecutes such cure to completion with diligence and dispatch.

12. AMENDMENT

Subject to Article 8, this Declaration may be amended or otherwise modified only by a writing signed and acknowledged by the BFP Owners, the Parcel 3 Owner and the Parcel 4 Owner and recorded in the Office of the Recorder, and only with the prior written consent of and approval of each Mortgagee of an Owner which has notified the other Owners of its status as Mortgagee, and whose Mortgage requires such consent.

13. NO DEDICATION

Nothing contained in this Declaration shall be deemed to create or result in a dedication of any portion of the Parcels for public use or to create any rights in the general public.

14. LIMITATION ON OBLIGATIONS AND LIABILITIES

14.1 Limited Recourse as to Parties.

Any Owner may seek specific performance or damages for any breach of this Declaration from another Owner, but not from any officer, director, member, partner, employee, representative or attorney, past, present or future, of such Owner. No Owner shall be liable to any other Owner for consequential, punitive, or exemplary damages for breach of this Declaration.

14.2 Fraud.

The limitations on liability in Section 14.1 above do not in any way affect any rights any Owner may have to recover any funds, damages or costs incurred as a result of fraud.

15. MISCELLANEOUS

15.1 Exhibits.

Each reference herein to an Exhibit refers to the applicable Exhibit that is attached to this Declaration, which Exhibit may be amended by the Parties from time to time in accordance with the provisions of Article 12 hereof. All such Exhibits constitute a part of this Declaration and by this Section are expressly made a part hereof.

15.2 Table of Contents and Captions.

The table of contents and captions of this Declaration are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this Declaration and they shall not affect the interpretation hereof.

15.3 Locative Adverbs.

The locative adverbs "herein" "hereof," "hereunder," "hereto," "hereby," "hereinafter," and like words wherever the same appear herein, mean and refer to this Declaration in its entirety and not to any specific Article or Section hereof.

15.4 Declaration for Exclusive Benefit of the Parties.

Except for provisions expressly stated to be for the benefit of a Mortgagee, the provisions of this Declaration are for the exclusive benefit of the Owners and Lessees, their successors and assigns, and not for the benefit of nor give rise to any claim or cause of action by any third person, and this Declaration shall not be deemed to have conferred any rights upon any third person, other than the County of Santa Clara, the County of Office of Education, and the Santa Clara Unified School District, each of whom is a third party beneficiary of this Declaration as a result of the Settlement Agreement and each of whom shall have the right but

not the obligation to enforce the provisions hereof, but only until such time as Declarant has conveyed each of Parcel 1 and Parcel 2 to a BFP Owner.

15.5 Waiver of Default.

A waiver of any default by an Owner must be in writing and no such waiver shall be implied from any omission by an Owner to take any action with respect to such default. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained herein. The consent or approval by an Owner to or of any act or request by another Owner requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. The rights and remedies given to an Owner by this Declaration shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy of law or in equity which an Owner might otherwise have by virtue of a default under the Declaration, and the exercise of one such right or remedy by an Owner shall not impair such Owner's standing to exercise any other right or remedy.

15.6 No Partnership. Joint Venture or Principal-Agent Relationship.

Neither anything in this Declaration nor any acts of the Parties shall be deemed by any Owner, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Owners.

15.7 Severability.

If any provision of this Declaration shall to any extent be invalid or unenforceable, the remainder of this Declaration (or the application of such provision to persons or circumstances other than those with respect to which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Declaration, unless specifically conditioned upon such invalid or unenforceable provision shall be valid and enforceable to the fullest extent permitted by law.

15.8 Governing Laws.

This Declaration shall be construed and governed in accordance with the laws of the State of California.

15.9 Release.

If an Owner sells, transfers or otherwise conveys its Parcel, such Owner shall, as respects the Parcel, be released from all obligations thereafter arising or accruing under the provisions of this Declaration, other than any indemnification obligation arising out of an event or condition occurring during the period such Owner owned, leased or otherwise held an interest in a Parcel if:

15.9.1 It gives notice to the other Owners of its sale, transfer or other conveyance promptly after the filing for record of the instrument effecting the same:

15.9.2 All amounts from any insurance proceeds or condemnation awards required to be used as provided in this Declaration are set aside and committed for such use, or are transferred to the grantee under such sale, transfer or other conveyance; and

15.9.3 Such Owner delivers to the other Owners an instrument signed by its grantee in recordable form that acknowledges such grantee's assumption of the duties, responsibilities and obligations imposed on such Owner by this Declaration and assumed by such grantee, which instrument must be in a form reasonably satisfactory to said other Owners. Notwithstanding such Owner's failure to provide the other Owners with the document described above in this Section 15.9.3, the grantee of any sale, transfer or other conveyance of such Parcel, or any part hereof, shall be deemed to have automatically assumed all provisions of this Declaration that such grantor Owner was theretofore obligated to perform.

15.10 Written Consent Required.

Whenever an Owner is requested to consent to or approve of any matter with respect to which its consent or approval is required by this Declaration, such consent or approval shall be given in writing. Whenever Declarant is requested to consent to or approve of any such matter with respect to which its consent or approval is required by this Declaration, City is hereby authorized to provide such consent or approval on behalf of Declarant and Agency.

15.11 Covenants Run with the Land.

15.11.1 It is intended that the covenants, easements, agreements, promises and duties of each Owner set forth in this Declaration shall be construed as covenants and not as conditions, and that, to the fullest extent legally possible, all such covenants shall run with the land or constitute equitable servitudes as between the Parcel of the respective covenantor, as the servient tenement, and the Parcel of the respective covenantee, as the dominant tenement.

15.11.2 Unless the context indicates otherwise and where expressly provided to the contrary, every covenant, easement, agreement and promise of each Owner as set forth in this Declaration shall be deemed a covenant, easement, agreement and promise made for the joint and several benefit of the other Owners and every duty of each Owner as set forth in this Declaration shall be deemed to run to and for the joint and several benefit of the other Owners.

15.12 Default Shall Not Permit Termination of Declaration.

No default under this Declaration shall entitle any Owner to terminate, cancel or otherwise rescind this Declaration; provided, however, that this limitation shall not affect any other rights or remedies that the Owners may have by reason of any default under this Declaration.

15.13 Right to Enjoin/Specific Performance.

In the event of any violation or threatened violation of any of the provisions of this Declaration by an Owner, Lessee, or Occupant, the other Owners and Lessees shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for specific performance of the subject provision, but nothing in this Section shall be deemed to affect whether or not injunctive relief or specific performance is available on account of such violation or threatened violation.

15.14 Force Majeure Extensions.

Any Owner shall be permitted an extension of time for the performance of any obligation under this Declaration for any delay caused by fire, earthquake, inclement weather (but only to the extent it is significantly more severe in type or duration than typical for the location and time of year in which such inclement weather occurs), strike, lockout, acts of public enemy, riot, insurrection, or governmental regulation of the sale or transportation of materials, supplies or labor. The extension shall be for the period of the delay due to such cause and shall commence to run from the time of the commencement of the cause if notice by the Owner claiming such extension is given to the other Owners within 30 days after the commencement of the cause (or if such notice is given more than 30 days after commencement of the cause, then from the 30th day preceding the giving of such notice).

15.15 Successors.

This Declaration shall run with the land constituting the Campus and be binding upon and inure to the benefit of the respective successors and assigns of the Owners for the term(s) set forth in Article 8 of this Declaration.

15.16 Estoppel Certificate.

An Owner may, from time to time in connection with a sale or transfer of the Owner's interest in its Parcel, or the financing or refinancing of such interest by mortgage, deed of trust or sale leaseback made in good faith and for value, request the other Owners and parties to this Declaration to certify that (i) this Declaration is in full force and effect, (ii) this Declaration has not been amended or modified, either orally or in writing, or, if so amended, identifying the amendments, and (iii) to the knowledge of the certifying party, no party is in default of its obligations under this Declaration, or, if in default, describing the nature of such default. Each party receiving such request shall provide such certificate within 20 days following such request.

15.17 Liability of Mortgagees.

Subject to the provisions of Section 11.4 hereof, if any Mortgagee or any purchaser at any foreclosure sale acquires title to mortgaged property, whether by foreclosure, or by deed in lieu of foreclosure, or otherwise, such Mortgagee or purchaser shall only be liable for the obligations of the Owner or Lessee which granted or executed the applicable Mortgage and which accrue under this Declaration from and after the earlier of (a) the date of its acquisition of title, or (b) the date upon which such Mortgagee takes possession of the mortgaged property. No party hereto shall have recourse to Mortgagee for any claim based on this Declaration except to the extent of the value of Mortgagee's interest in the Parcel encumbered by its Mortgage until such time as a Mortgagee becomes an Owner, pursuant to a foreclosure proceeding, a deed in lieu thereof, or any other means, at which time Mortgagee shall have the same rights, duties, and obligations of all other Owners as set forth in this Declaration.

15.18 Breach Shall Not Defeat Mortgage.

A breach of any of the terms, conditions, covenants, or restrictions of this Declaration shall not defeat or render invalid the lien of any Mortgage made in good faith and for value, but such term, condition, covenant, or restriction shall be binding upon and effective against anyone who becomes an Owner by acquiring title to a Parcel or any portion thereof by foreclosure, trustee's sale or otherwise.

15.19 Further Assurances.

Where reasonable and appropriate each Owner shall from time to time after the date hereof furnish, execute and acknowledge without charge (except where elsewhere provided herein) such other instruments, documents, materials and information as any other Owner may reasonably request, including grants of rights of way or easements, in order to confirm to such requesting Owner the benefits contemplated by this Declaration so long as any such request does not restrict or abridge the benefits granted to the other Owners hereunder.

15.20 Subordination.

So long as the Hotel Ground Lease is in full force and effect, this Declaration shall be subject and subordinate to the Hotel Ground Lease and the rights of the Lessee thereunder and its permitted Leasehold Mortgagee. So long as the Office Ground Lease is in full force and effect, this Declaration shall be subject and subordinate to the Office Ground Lease and the rights of the Lessee thereunder and its permitted Leasehold Mortgagee.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed as of the date and year first above written.

CITY:

City of Santa Clara,
a chartered California municipal corporation

By: _____
Name: Deanna J. Santana
Title: City Manager

AGENCY:

Successor Agency of the City of Santa Clara

By: _____
Name: _____
Title: Chairman

APPROVED AS TO FORM:

By: _____
Brian Doyle
City Attorney

APPROVED AS TO FORM:

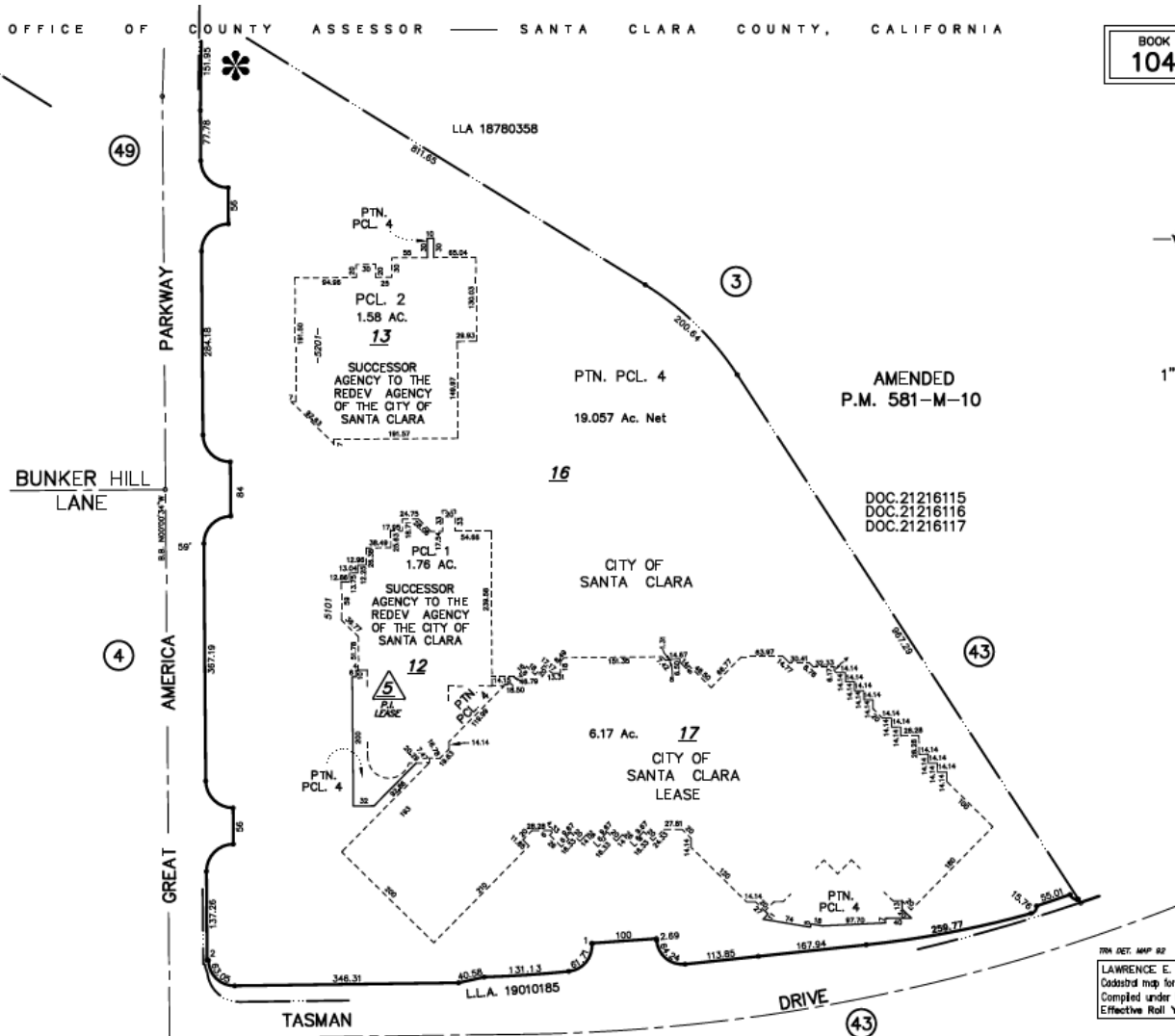
By: _____
Brian Doyle
Agency General Counsel

EXHIBIT A

Assessor's Parcel Map of Campus

OFFICE OF COUNTY ASSESSOR — SANTA CLARA COUNTY, CALIFORNIA

| | |
|--------------------|-------------------|
| BOOK 104 | PAGE 55 |
|--------------------|-------------------|



TRN. DET. MAP. 92
LAWRENCE E. STONE — ASSESSOR
Cadastral map for assessment purposes only.
Compiled under R. & T. Code, Sec. 327.
Effective Roll Year 2019-2020

Amended Map of Development Areas
From First Amendment to Office Ground Lease (revised 7/12/06)



EXHIBIT C

LEGAL DESCRIPTION

PARCEL 1

ALL OF ADJUSTED PARCEL 1 AS DESCRIBED IN THAT CERTAIN GRANT DEED FILED FOR RECORD ON MARCH 24, 1998 AS DOCUMENT NO. [14106142](#), SANTA CLARA COUNTY RECORDS, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHWESTERLY CORNER OF PARCEL 1 AS SHOWN ON THAT CERTAIN AMENDED PARCEL MAP RECORDED IN [BOOK 581 OF MAPS, PAGES 9](#) THRU 11, SANTA CLARA COUNTY RECORDS, AND AS FURTHER AMENDED BY THAT CERTAIN GRANT DEED BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA AS GRANTOR AND GRANTEE RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MARCH 24, 1998 AS INSTRUMENT NO. [14106142](#) PURSUANT TO THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT ISSUED BY THE CITY OF SANTA CLARA AND RECORDED CONCURRENTLY THEREWITH IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MARCH 24, 1998 AS INSTRUMENT NO. [14106143](#), SAID POINT OF BEGINNING ALSO BEING POINT P-I AS SHOWN ON SAID MAP, AND SAID POINT BEING DISTANT THEREON SOUTH 61° 50' 39" EAST, 307.32 FEET, FROM THE CITY OF SANTA CLARA BRASS PIN MONUMENT AT THE INTERSECTION OF BUNKER HILL LANE AND GREAT AMERICA PARKWAY;

THENCE, FROM SAID POINT OF BEGINNING, NORTH 89° 59' 26" EAST, 12.86 FEET;

THENCE, NORTH 00° 00' 34" WEST, 13.75 FEET;

THENCE, NORTH 89° 59' 26" EAST, 13.04 FEET;

THENCE, NORTH 00° 00' 34" WEST, 12.25 FEET;

THENCE, NORTH 89° 59' 26" EAST, 12.96 FEET;

THENCE, NORTH 00° 00' 34" WEST, 26.38 FEET;

THENCE, NORTH 89° 59' 26" EAST, 38.49 FEET;

THENCE, NORTH 00° 00' 34" WEST, 25.63 FEET;

THENCE, NORTH 89° 59' 26" EAST, 17.95 FEET;

THENCE, NORTH 00° 00' 34" WEST, 18.71 FEET;

THENCE, NORTH 89° 59' 26" EAST, 24.75 FEET;

THENCE, SOUTH 45° 00' 34" EAST, 28.08 FEET;

THENCE, NORTH 89° 59' 26" EAST, 17.54 FEET;

THENCE, NORTH 00° 00' 34" WEST, 33.00 FEET;

THENCE, NORTH 89° 59' 26" EAST, 20.00 FEET;

THENCE, SOUTH 00° 00' 34" EAST, 33.00 FEET;

THENCE, NORTH 89° 59' 26" EAST, 54.66 FEET;

THENCE, SOUTH 00° 00' 34" EAST, 117.92 FEET;

THENCE, SOUTH 00° 00' 34" EAST, 59.58 FEET;

THENCE, SOUTH 00° 00' 34" EAST, 61.17 FEET;

THENCE, NORTH 89° 59' 26" EAST, 18.56 FEET;

THENCE, SOUTH 44° 59' 26" WEST, 121.71 FEET;

THENCE, SOUTH 00° 00' 34" EAST, 11.89 FEET;

THENCE, SOUTH 44° 58' 16" WEST, 19.63 FEET;

THENCE, SOUTH 89° 59' 26" WEST, 16.78 FEET;

THENCE, SOUTH 00° 00' 34" EAST, 7.47 FEET;

THENCE, SOUTH 89° 59' 26" WEST, 20.29 FEET;

THENCE, SOUTH 44° 59' 26" WEST, 92.86 FEET;

THENCE, SOUTH 89° 59' 26" WEST, 32.00 FEET;

THENCE, NORTH 00° 00' 34" WEST, 200.00 FEET;

LEGAL DESCRIPTION, PARCEL 1, CONT.

THENCE, NORTH 89° 59' 26" EAST, 6.00 FEET;
THENCE, NORTH 00° 00' 34" WEST, 10.00 FEET;
THENCE, NORTH 89° 59' 26" EAST, 4.00 FEET;
THENCE, NORTH 00° 00' 34" WEST, 51.78 FEET;
THENCE, NORTH 45° 00' 34" WEST, 36.77 FEET;

THENCE, NORTH 00° 00' 34" WEST, 59.00 FEET TO THE POINT OF BEGINNING.

APN: 104-55-012

EXHIBIT D

LEGAL DESCRIPTION

PARCEL 2

"ADJUSTED PARCEL 2" AS SHOWN AND DESCRIBED IN THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT RECORDED MARCH 24, 1998 AS INSTRUMENT NO. [14106143](#), OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL 2, AS SHOWN ON THAT CERTAIN AMENDED PARCEL MAP RECORDED IN [BOOK 581 OF MAPS, PAGES 9](#) THRU 11, SANTA CLARA COUNTY RECORDS, SAID POINT OF BEGINNING ALSO BEING POINT "P-2" AS SHOWN ON SAID MAP, AND SAID POINT BEING DISTANT THEREON NORTH 31° 56' 14" EAST, 383.76 FEET FROM THE CITY OF SANTA CLARA BRASS PIN MONUMENT AT THE INTERSECTION OF BUNKER HILL LANE AND GREAT AMERICA PARKWAY; THENCE FROM SAID POINT OF BEGINNING, SOUTH 00° 00' 34" EAST, 191.50 FEET; THENCE SOUTH 89° 59' 26" WEST, 7.00 FEET; THENCE SOUTH 45° 00' 34" EAST, 92.63 FEET; THENCE NORTH 00° 00' 34" WEST, 7.00 FEET; THENCE NORTH 89° 59' 26" EAST, 191.57 FEET; THENCE NORTH 00° 00' 34" WEST, 149.97 FEET; THENCE NORTH 89° 59' 26" EAST, 29.93 FEET; THENCE NORTH 00° 00' 34" WEST, 130.03 FEET; THENCE SOUTH 89° 59' 26" WEST, 65.04 FEET; THENCE NORTH 00° 00' 34" WEST, 30.00 FEET; THENCE SOUTH 89° 59' 26" WEST, 10.00 FEET; THENCE SOUTH 00° 00' 34" EAST, 30.00 FEET; THENCE SOUTH 89° 59' 26" WEST, 55.00 FEET; THENCE SOUTH 00° 00' 34" EAST, 30.00 FEET; THENCE SOUTH 89° 59' 26" WEST, 25.00 FEET; THENCE NORTH 00° 00' 34" WEST, 20.00 FEET; THENCE SOUTH 89° 59' 26" WEST, 30.00 FEET; THENCE SOUTH 00° 00' 34" EAST, 20.00 FEET; THENCE SOUTH 89° 59' 26" WEST, 94.96 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE IMPROVEMENTS EXISTING ON THAT CERTAIN REAL PROPERTY AS OF MAY 15, 1998, AS GRANTED TO CARRAMERICA TECHMART, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY IN THE DEED RECORDED MAY 15, 1998 AS INSTRUMENT NO. [14185857](#) OF OFFICIAL RECORDS, WHICH IMPROVEMENTS ARE AND SHALL REMAIN REAL PROPERTY.

APN: 104-55-013

EXHIBIT E

LEGAL DESCRIPTION

PARCEL 3

BEGINNING AT THE MOST NORTHERLY POINT OF ADJUSTED PARCEL 4, AS DESCRIBED IN THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT RECORDED AS DOCUMENT NO. [14106143](#), SANTA CLARA COUNTY RECORDS, SAID POINT BEING .THE INTERSECTION OF THE EASTERLY LINE OF GREAT AMERICA PARKWAY WITH THE SOUTHERLY LINE OF SAN TOMAS AQUINO CHANNEL; THENCE, FROM SAID POINT OF BEGINNING, SOUTHERLY ALONG SAID EASTERLY LINE OF GREAT AMERICA PARKWAY, SOUTH 01° 05' 37" WEST, 151.95 FEET; THENCE, SOUTH 00° 00' 34" EAST, 77.78 FEET; THENCE, ALONG AN ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 42 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC LENGTH OF 65.97 FEET; THENCE, SOUTH 00° 00' 34" EAST, 56.00 FEET; THENCE, FROM A TANGENT BEARING SOUTH 89° 59' 26" WEST, ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 42 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC LENGTH OF 65.97 FEET; THENCE, SOUTH 00° 00' 34" EAST, 284.18 FEET; THENCE, ALONG AN ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 42 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC LENGTH OF 65.97 FEET; THENCE, SOUTH 00° 00' 34" EAST, 84.00 FEET; THENCE, FROM A TANGENT BEARING SOUTH 89° 59' 26" WEST, ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 42 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC LENGTH OF 65.97 FEET; THENCE, SOUTH 00° 00' 34" EAST, 367.19 FEET; THENCE, ALONG AN ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 42 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC LENGTH OF 65.97 FEET; THENCE, SOUTH 00° 00' 34" EAST, 56.00 FEET; THENCE, FROM A TANGENT BEARING SOUTH 89° 59' 26" WEST, ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 42 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC LENGTH OF 65.97 FEET; THENCE, SOUTH 00° 00' 34" EAST, 137.26 FEET; THENCE, NORTH 89° 59' 26" EAST, 2.00 FEET; THENCE, ALONG AN ARC OF A CURVE TO THE LEFT WITH A RADIAL BEARING OF SOUTH 89° 59' 26" WEST, HAVING A RADIUS OF 40 FEET; THROUGH A CENTRAL ANGLE OF 90° 18' 00", AND AN ARC LENGTH OF 63.05 FEET TO A POINT ON THE NORTHERLY LINE OF TASMAN DRIVE; THENCE, EASTERLY ALONG SAID NORTHERLY LINE OF TASMAN DRIVE, NORTH 89° 40' 40" EAST, 346.31 FEET; THENCE, NORTH 77° 44' 15" EAST, 40.58 FEET; THENCE, ALONG AN ARC OF A CURVE TO THE LEFT WITH A RADIAL BEARING OF SOUTH 1° 27' 56" EAST, HAVING A RADIUS 1,990 FEET, THROUGH A CENTRAL ANGLE OF 3° 46' 32", AND AN LENGTH OF 131.13 FEET; THENCE, ALONG AN ARC OF A CURVE TO THE LEFT WITH A RADIAL BEARING OF SOUTH 5° 14' 29" EAST, HAVING A RADIUS OF 40 FEET, THROUGH A CENTRAL ANGLE OF 88° 23' 48" AND AN ARC LENGTH OF 61.71 FEET; THENCE, NORTH 3° 38' 18" WEST, 1.00 FEET; THENCE, NORTH 86° 21' 42" EAST, 100.00 FEET; THENCE, SOUTH 3° 38' 18" EAST, 2.69 FEET; THENCE, ALONG AN ARC OF A CURVE TO THE LEFT WITH A RADIAL BEARING OF SOUTH 86° 21' 26" WEST, HAVING A RADIUS OF 40 FEET, THROUGH A CENTRAL ANGLE OF 92° 01' 08", AND ARC LENGTH OF 84.24 FEET; THENCE, NORTH 84° 19' 49" EAST, 113.85 FEET; THENCE, NORTH 84° 19' 47" EAST, 167.94 FEET; THENCE, ALONG AN ARC OF A CURVE TO THE LEFT WITH A RADIAL BEARING OF SOUTH 5° 39' 53" EAST, HAVING A RADIUS OF 1,590 FEET, THROUGH A CENTRAL ANGLE OF 9° 21' 39", AND ARC LENGTH OF 259.77 FEET; THENCE, ALONG AN ARC OF A CURVE TO THE LEFT WITH A RADIAL BEARING OF SOUTH 8° 23' 06" EAST, HAVING A RADIUS OF 10.03 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AND AN ARC LENGTH OF 15.76 FEET; THENCE, NORTH 71° 40' 23" EAST, 55.01 FEET; THENCE, ALONG AN ARC OF A CURVE TO THE LEFT WITH A RADIAL BEARING OF SOUTH 76° 03' 36" WEST, HAVING A RADIUS OF 10 FEET, THROUGH A CENTRAL ANGLE OF 79° 59' 29", AND ARC LENGTH OF 13.96 FEET; THENCE, NORTH 72° 45' 45" EAST, 2.13 FEET; THENCE, NORTH 32° 35' 28" WEST, 960.71 FEET; THENCE, ALONG AN ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 456.10 FEET, THROUGH A CENTRAL ANGLE OF 25° 12' 16", AND AN ARC LENGTH OF 200.64 FEET; THENCE, NORTH 57° 47' 44" WEST, 811.35 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ADJUSTED PARCELS 1 & 2 AS DESCRIBED IN SAID NOTICE OF LOT LINE ADJUSTMENT RECORDED ON MARCH 24, 1998, AS DOCUMENT NO. [14106143](#), SANTA CLARA COUNTY RECORDS, AND ADJUSTED PARCEL 3, DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION, PARCEL 3 CONT.

ADJUSTED PARCEL 3:

COMMENCING AT A CITY OF SANTA CLARA BRASS PIN MONUMENT AT THE INTERSECTION OF TASMAN DRIVE AND GREAT AMERICA PARKWAY, AS SHOWN ON THAT CERTAIN AMENDED PARCEL MAP RECORDED IN [BOOK 581 OF MAPS, PAGES 9](#) THRU 11, SANTA CLARA COUNTY RECORDS; THENCE, FROM SAID POINT OF COMMENCEMENT, NORTH 43° 02' 17" EAST, 393.12 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE, FROM SAID TRUE POINT OF BEGINNING, NORTH 44° 59' 26" EAST, 193.07 FEET; THENCE, NORTH 00° 00' 34" EAST, 7.47 FEET; THENCE, NORTH 89° 59' 26" EAST, 16.78 FEET; THENCE, NORTH 44° 58' 16" EAST, 19.63; THENCE, NORTH 00° 00' 34" WEST, 11.89 FEET; THENCE, NORTH 44° 59' 26" EAST, 1.72 FEET; THENCE, NORTH 44° 59' 26" EAST, 119.99 FEET; THENCE, SOUTH 89° 59' 26" WEST, 18.50 FEET; THENCE, NORTH 00° 00' 34" WEST, 14.15 FEET; THENCE, NORTH 89° 59' 26" EAST, 46.79 FEET; THENCE, NORTH 45° 00' 34" WEST, 6.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 16.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 18.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 20.00 FEET; THENCE, SOUTH, 45° 00' 34" EAST, 17.17 FEET; THENCE, NORTH 89° 59' 26" EAST, 13.31 FEET; THENCE, NORTH 00° 00' 34" WEST, 18.00 FEET; THENCE NORTH 44° 59' 26" EAST, 8.49 FEET; THENCE, NORTH 89° 59' 26" EAST, 151.35 FEET; THENCE, SOUTH 45° 00' 34" EAST, 7.42 FEET; THENCE, NORTH 89° 59' 26" EAST, 8.00 FEET; THENCE, NORTH 00° 00' 34" WEST, 1.31 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.67 FEET; THENCE, SOUTH 00° 00' 34" EAST, 6.50 FEET; THENCE, SOUTH 45° 00' 34" EAST, 14.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 6.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 48.50 FEET; THENCE, NORTH 44° 59' 26" EAST, 66.77 FEET; THENCE, NORTH 89° 59' 26" EAST, 63.97 FEET; THENCE, SOUTH 45° 00' 34" EAST, 14.77 FEET; THENCE, NORTH 89° 59' 26" EAST, 30.41 FEET; THENCE, SOUTH 45° 00' 34" EAST, 8.78 FEET; THENCE, NORTH 89° 59' 26" EAST, 32.33 FEET; THENCE, SOUTH 00° 00' 34" EAST, 6.17 FEET; THENCE, SOUTH 45° 00' 34" EAST, 4.00 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, SOUTH 45° 00' 34" EAST, 20.00 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 28.28 FEET; THENCE, SOUTH 00° 00' 34" EAST, 28.28 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, SOUTH 45° 00' 34" EAST 18.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 82.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 180.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH 00° 00' 34" EAST, 13.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 20.00 FEET; THENCE, SOUTH 89° 59' 26" WEST, 40.00 FEET; THENCE, SOUTH 00° 00' 34" EAST, 7.00 FEET; THENCE, SOUTH 87° 46' 25" WEST, 97.70 FEET; THENCE, NORTH 80° 00' 34" WEST, 18.00 FEET;

LEGAL DESCRIPTION, PARCEL 3 CONT.

THENCE, SOUTH 09° 59' 26" WEST, 5.00 FEET; THENCE, NORTH 80° 00' 34" WEST, 74.00 FEET;
THENCE NORTH 44° 59' 26" EAST, 11.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 7.00 FEET;
THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH 89° 59' 26" WEST, 14.14 FEET;
THENCE, NORTH 45° 00' 34" WEST, 120.00 FEET; THENCE, NORTH 00° 00' 34" WEST, 14.14 FEET;
THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH 89° 59' 26" WEST, 27.81 FEET;
THENCE SOUTH 44° 59' 26" WEST, 4.33 FEET; THENCE, SOUTH 44° 59' 26" WEST, 20.00 FEET;
THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 9.67 FEET;
THENCE, SOUTH 45° 00' 34" EAST, 6.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 16.33 FEET;
THENCE, NORTH 45° 00' 34" WEST, 26.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 14.00 FEET;
THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET THENCE, SOUTH 44° 59' 26" WEST, 9.67 FEET;
THENCE, SOUTH 45° 00' 34" EAST, 6.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 16.33 FEET;
THENCE, NORTH 45° 00' 34" WEST, 26.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 14.00 FEET;
THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH, 44° 59' 26" WEST, 9.67 FEET;
THENCE, SOUTH, 45° 00' 34" EAST, 6.00 FEET; THENCE, SOUTH, 44° 59' 26" WEST, 16.33 FEET;
THENCE, NORTH 45° 00' 34" WEST, 26.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 6.00 FEET;
THENCE, NORTH 45° 00' 34" WEST, 4.33 FEET; THENCE, SOUTH, 89° 59' 26" WEST, 28.28 FEET;
THENCE, SOUTH 44° 59' 26" WEST, 20.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 11.85 FEET;
THENCE, SOUTH 44° 59' 26" WEST, 210.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 200.00 FEET TO
THE TRUE POINT OF BEGINNING.

BEING THE LAND DESCRIBED AS ADJUSTED PARCEL FOUR IN THE NOTICE OF LOT LINE ADJUSTMENT
RECORDED JULY 11, 2006 AS INSTRUMENT NO. [19010185](#)-OF OFFICIAL RECORDS.

APN: 104-55-016

EXHIBIT F

LEGAL DESCRIPTION

PARCEL 4

COMMENCING AT A CITY OF SANTA CLARA BRASS PIN MONUMENT AT THE INTERSECTION OF TASMAN DRIVE AND GREAT AMERICA PARKWAY, AS SHOWN ON THAT CERTAIN AMENDED PARCEL MAP RECORDED IN [BOOK 581 OF MAPS, PAGES 9](#) THRU 11, SANTA CLARA COUNTY RECORDS;

THENCE FROM SAID POINT OF COMMENCEMENT, NORTH 43° 02' 17" EAST, 393.12 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE, FROM SAID TRUE POINT OF BEGINNING, NORTH 44° 59' 26" EAST, 193.07 FEET; THENCE, NORTH 00° 00' 34" EAST, 7.47 FEET; THENCE, NORTH 89° 59' 26" EAST, 16.78 FEET; THENCE, NORTH 44° 58' 16" EAST, 19.63 FEET; THENCE, NORTH 00° 00' 34" WEST, 11.89 FEET; THENCE, NORTH 44° 59' 26" EAST, 1.72 FEET; THENCE, NORTH 44° 59' 26" EAST, 119.99 FEET; THENCE, SOUTH 89° 59' 26" WEST, 18.50 FEET; THENCE, NORTH 00° 00' 34" WEST, 14.15 FEET; THENCE, NORTH 89° 59' 26" EAST, 46.79 FEET; THENCE, NORTH 45° 00' 34" WEST, 6.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 16.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 18.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 20.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 17.17 FEET; THENCE, NORTH 89° 59' 26" EAST, 13.31 FEET; THENCE, NORTH 00° 00' 34" WEST, 18.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 8.49 FEET; THENCE, NORTH 89° 59' 26" EAST, 151.35 FEET; THENCE, SOUTH 45° 00' 34" EAST, 7.42 FEET; THENCE, NORTH 89° 59' 26" EAST, 8.00 FEET; THENCE, NORTH 00° 00' 34" WEST, 1.31 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.67 FEET; THENCE, SOUTH 00° 00' 34" EAST, 6.50 FEET; THENCE, SOUTH 45° 00' 34" EAST, 14.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 6.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 48.50 FEET; THENCE, NORTH 44° 59' 26" EAST, 66.77 FEET; THENCE, NORTH 89° 59' 26" EAST, 63.97 FEET; THENCE, SOUTH 45° 00' 34" EAST, 14.77 FEET; THENCE, NORTH 89° 59' 26" EAST, 30.41 FEET; THENCE, SOUTH 45° 00' 34" EAST, 8.78 FEET; THENCE, NORTH 89° 59' 26" EAST, 32.33 FEET; THENCE, SOUTH 00° 00' 34" EAST, 6.17 FEET; THENCE, SOUTH 45° 00' 34" EAST, 4.00 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, NORTH 89° 59' 26" EAST, 14.14 FEET; THENCE, SOUTH 00° 00' 34" EAST, 14.14 FEET; THENCE, SOUTH 45° 00' 34" EAST, 18.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 82.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 180.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH 00° 00' 34" EAST, 13.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 20.00 FEET; THENCE, SOUTH 89° 59' 26" WEST, 4.00 FEET; THENCE, SOUTH 00° 00' 34" EAST, 7.00 FEET; THENCE, SOUTH 87° 46' 25" WEST, 97.70 FEET; THENCE, NORTH 80° 00' 34" WEST, 18.00 FEET; THENCE, SOUTH 09° 59' 26" WEST, 5.00 FEET; THENCE, NORTH 80° 00' 34" WEST, 74.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 11.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 7.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH 89° 59' 26" WEST, 14.14 FEET; THENCE, NORTH 45° 00' 34" WEST, 120.00 FEET; THENCE, NORTH 00° 00' 34" WEST, 14.14 FEET; THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH 89° 59' 26" WEST, 27.81 FEET; THENCE, SOUTH 44° 59' 26" WEST, 4.33 FEET; THENCE, SOUTH 44° 59' 26" WEST, 20.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET;

LEGAL DESCRIPTION, PARCEL 4 CONT.

THENCE, SOUTH 44° 59' 26" WEST, 9.67 FEET; THENCE, SOUTH 45° 00' 34" EAST, 6.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 16.33 FEET; THENCE, NORTH 45° 00' 34" WEST, 26.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 14.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 9.67 FEET; THENCE, SOUTH 45° 00' 34" EAST, 6.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 16.33 FEET; THENCE, NORTH 45° 00' 34" WEST, 26.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 14.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 20.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 9.67 FEET; THENCE, SOUTH 45° 00' 34" EAST, 6.00 FEET; THENCE, SOUTH 44° 59' 26" WEST, 16.33 FEET; THENCE, NORTH 45° 00' 34" WEST, 26.00 FEET; THENCE, NORTH 44° 59' 26" EAST, 6.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 4.33 FEET; THENCE, SOUTH 89° 59' 26" WEST, 28.28 FEET; THENCE, SOUTH 44° 59' 26" WEST, 20.00 FEET; THENCE, SOUTH 45° 00' 34" EAST, 11.85 FEET; THENCE, SOUTH 44° 59' 26" WEST, 210.00 FEET; THENCE, NORTH 45° 00' 34" WEST, 200.00 FEET TO THE POINT OF BEGINNING.

BEING THE LAND DESCRIBED AS ADJUSTED PARCEL THREE IN THE NOTICE OF LOT LINE ADJUSTMENT RECORDED JULY 11, 2006 AS INSTRUMENT NO. [19010185](#) OF OFFICIAL RECORDS.

APN: 104-55-017

TRACT FIVE:

COMMENCING AT THE BRASS PIN 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 2,865 FEET, THROUGH A CENTRAL ANGLE OF 22° 30' 21", AN ARC DISTANCE OF 1,125.38 FEET; THENCE LEAVING SAID LINE NORTH 31° 31' 50" WEST 64.81 FEET TO A POINT ON THE EASTERLY SIDE LINE OF SAN TOMAS AQUINO CHANNEL; THENCE ALONG SAID EASTERLY LINE NORTH 31° 31' 50" WEST 461.84 FEET; THENCE CONTINUING ALONG SAID SIDELINE NORTH 31° 31' 50" WEST, 148.25 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE LEAVING SAID LINE SOUTH 63° 03' 14" WEST 223.88 FEET, TO THE WESTERLY SIDELINE OF SAID CHANNEL; THENCE ALONG SAID WESTERLY SIDELINES NORTH 32° 35' 28" WEST 240.00 FEET; THENCE LEAVING SAID LINE NORTH 57° 24' 32" EAST 20.00 FEET; THENCE SOUTH 32° 35' 28" EAST 221.88 FEET; THENCE NORTH 63° 03' 14" EAST 204.15 FEET TO THE EASTERLY SIDELINE OF SAID CHANNEL; THENCE ALONG SAID EASTERLY SIDELINE SOUTH 31° 31' 50" EAST 20.06 FEET, TO THE POINT OF BEGINNING.

APN: 104-43-025

APN: 104-55-005 (Tract One Leasehold Interest)

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