



Date: February 22, 2012

To: City Manager for Council Action

From: Assistant City Manager

Subject: Adoption of a Resolution to Authorize the Execution of Amendment No. 2 to the Lease Agreement with Forty Niners LTD and the Execution of the First Amendment to Reservation of Easement Rights Agreement

EXECUTIVE SUMMARY:

In 1987, the City entered into a lease with Forty Niners LTD whereby the Forty Niners LTD leased certain land located in the Bayshore North Redevelopment Project Area at Centennial Boulevard near Tasman for the purposes of constructing a Training Facility, which lease was amended by Amendment No. 1 (“Training Facility Lease”). The City and the Forty Niners now desire to amend the Training Facility Lease in order to remove from the property leased to the Forty Niners certain property that is necessary for the construction of the Stadium to be constructed adjacent to the Training Facility. Amendment No. 2 of the Training Facility Lease amends the legal description of the leased premises to conform to the legal description for the Training Facility parcel created pursuant to the Subdivision Map for the Stadium Project. This Amendment removes certain property from the leasehold premises and also grants to the Forty Niners as lessee rights to use certain easements created pursuant to the Subdivision Map. No other changes are proposed to the Training Facility Lease at this time, although the Forty Niners expect to request subsequent amendments to extend the term of the Training Facility Lease in conjunction with approval of the Stadium Lease.

Also in conjunction with the amended legal description, the Reservation of Easement Rights Agreement entered into between the City and the Forty Niners at the time of the First Amendment to the Training Facility Lease needs to be amended. At the time of the First Amendment to the Training Facility Lease, the City reserved certain easements over the property subject to the lease. That property is now being removed from the leasehold premises so the First Amendment to the Reservation of Easement Rights Agreement amends the Reservation to remove that easement.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The Amendment to the Training Facility Lease is necessary in order for the City to approve the Subdivision Map for the Stadium Project. The Subdivision Map changes the boundaries of the Training Facility parcel in order to accommodate the Stadium Project. Amendment No. 2 to the Training Facility Lease does not extend the term of the Training Facility Lease or change the rent terms but rather reduces the premises leased to the Forty Niners.

ECONOMIC/FISCAL IMPACT:

The Amendment to the Training Facility Lease will not have an economic impact. The rent provisions of the lease remain unchanged even though the leasehold premises have been reduced.

City Manager for Council Action

Adoption of a Resolution to Authorize the Execution of Amendment No. 2 to the Lease Agreement with Forty Niners LTD and the Execution of the First Amendment to Reservation of Easement Rights Agreement
February 22, 2012

Page 2

RECOMMENDATION:

That the Council adopt the Resolution authorizing the execution of Amendment No. 2 to the Lease Agreement with Forty Niners LTD and the execution of the First Amendment to Reservation of Easement Rights Agreement.



Alan Kurotori
Assistant City Manager

APPROVED:



Jennifer Sparacino
City Manager

Documents Related to this Report:

- 1) Resolution***
- 2) Amendment No. 2 to the Lease Agreement with Forty Niners LTD***
- 3) First Amendment to Reservation of Easement Rights Agreement***

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA AUTHORIZING THE EXECUTION OF AMENDMENT NO. 2 TO LEASE AGREEMENT WITH FORTY NINERS LIMITED AND THE EXECUTION OF THE FIRST AMENDMENT TO RESERVATION OF EASEMENT RIGHTS AGREEMENT

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

WHEREAS, the City Council (the "City Council") of the City of Santa Clara (the "City") owns that certain property located in the Bayshore North Redevelopment Plan area, upon which is located the Forty Niners Training Facility;

WHEREAS, the City and Forty Niners LTD are parties to that certain Lease Agreement dated as of February 12, 1987 as amended by Amendment No. 1 to Lease Agreement dated as of September 30, 1987 ("Training Facility Lease");

WHEREAS, the City and Forty Niners LTD now desire to amend the Training Facility Lease in accordance with the terms of the certain Amendment No. 2 to Lease Agreement, a copy of which is on file with the City Clerk ("Amendment No. 2");

WHEREAS, the City has determined that Amendment No. 2 is in the City's best interest;

WHEREAS, pursuant to Amendment No. 2, the leasehold estate leased to the Forty Niners LTD has been reduced thereby eliminating the need for the City to reserve certain easements as originally reserved pursuant to that certain Reservation of Easement Rights Agreement dated September 30, 1987;

WHEREAS, the City and Forty Niners LTD now desire to amend the Reservation of Easement Rights Agreement in accordance with the terms of the certain First Amendment to Reservation of Easement Rights Agreement, a copy of which is on file with the City Clerk ("Reservation Amendment");

WHEREAS, the Stadium Project has previously undergone environmental review pursuant to the California Environmental Quality Act ("CEQA") and was considered as part of the project Environmental Impact Report certified for the proposed 49ers Santa Clara Stadium Project at 4900 Centennial Boulevard (the "Stadium EIR").

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

1. The City Council finds that the above recitals are accurate.
2. The City Council hereby finds, for the following reasons, and based on the provision of CEQA (with particular reference to 14 California Code of Regulations, Section 15162), that the Stadium EIR has served as the environmental documentation pursuant to CEQA for approval of the Amendment No. 2 and the Reservation Amendment. The City Council further specifically finds that there have not been any of the following occurrences since the approval of the Stadium EIR that would require subsequent or supplemental environmental documents in connection with approval of Amendment No. 2 and the Reservation Amendment:

A. There have not been substantial changes in the project analyzed in the Stadium EIR which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program;

B. There have not been substantial changes with respect to the circumstances under which the project analyzed in the Stadium EIR will be undertaken which would require major revisions in the Stadium EIR and the Mitigation Monitoring Program; and

C. There has not been the appearance of new information which was not known and could not have been known as of the date of approval of the Stadium EIR and the Mitigation

Monitoring Program which is relevant to the approval of the Stadium EIR and the Mitigation Monitoring Program as it relates to Amendment No. 2 and the Reservation Amendment.

3. The City Manager is hereby authorized and directed to file a Notice of Determination with respect to Amendment No. 2 and the Reservation Amendment in accordance with the applicable provisions of CEQA.

4. The City Council hereby approves Amendment No. 2 and the Reservation Amendment; approves execution of the Amendment No. 2 and the Reservation Amendment by the City Manager, approves the execution by the City Manager of all ancillary documents in substantially the form on file with the City Clerk, with such changes as are approved by the City signatory (such approval to be conclusively evidenced by the execution of Amendment No. 2 and Reservation Amendment).

5. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

6. 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 REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2012, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

AMENDMENT NO. 2 TO LEASE AGREEMENT

This Amendment No. 2 to Lease Agreement ("Amendment") is made and entered into on this _____ day of _____, 2012 (the "Effective Date"), by and between the SAN FRANCISCO FORTY NINERS, LIMITED, a California limited partnership ("Lessee"), and the CITY OF SANTA CLARA, a California municipal corporation ("City").

R E C I T A L S:

A. Lessee, as the San Francisco Forty-Niners, LTD., acquired from City a leasehold interest in unimproved real property described as the "Land" in that certain Lease Agreement dated as of February 12, 1987 ("Original Lease"), which area of real property was expanded to include the "Additional Land" described in that certain Amendment No. 1 to Lease Agreement dated as of September 30, 1987 ("Amendment No. 1", and together with the Original Lease, collectively, the "Lease"). As used in this Amendment, the "Land" refers to the Land described in the Original Lease, together with the Additional Land. Capitalized terms used, but not defined in this Amendment shall have the meanings ascribed to them in the Lease.

B. On June 8, 2010, the voters of the City approved Measure J, which endorses the construction, operation and maintenance of a stadium suitable for the exhibition of professional football games and other events ("Stadium"), and is codified as Chapter 17.20 to the City's Municipal Code.

C. Subject to the satisfaction of certain conditions, including those in Chapter 17.20 of City's Municipal Code, City would enter into a ground lease (the "Ground Lease") with the Santa Clara Stadium Authority, a joint exercise of powers entity, created through Government Code Sections 6500 et seq. ("Stadium Authority"), of certain land owned by City in the vicinity of the Land (the "Stadium Site") in order for the Stadium Authority to finance, construct, own, manage, operate and maintain the Stadium and related facilities.

D. Concurrently with City's ground lease of the Stadium Site to the Stadium Authority, the Stadium Authority would enter into a lease of the Stadium (the "Stadium Lease") with an affiliate of Lessee, Forty Niners Stadium, LLC, a Delaware limited liability company, or its successor-in-interest ("StadCo"). The parties anticipate that concurrently with Stadium Authority's and StadCo's execution of the Stadium Lease, StadCo will enter into a sublease of the Stadium in order for Lessee to play its home games in the Stadium.

E. City, Stadium Authority, StadCo and Lessee have determined that a portion of the Land is needed for the construction and operation of the Stadium. Additionally, Lessee agrees that such use of that portion of the Land will benefit Lessee in connection with its proposed use of the Stadium, and pursuant to the terms of this Amendment, Lessee and City agree to release such portion of the Land from the Lease.

F. City and Lessee entered into that certain Reservation of Easement Rights Agreement dated September 30, 1987, and recorded in the Official Records of Santa Clara County as Instrument No. 9461855, Book K321, Page 233 ("Reservation of Easement Rights Agreement"), pursuant to which City reserved certain easements for transmission of electric

energy and communication purposes, including those located in the City Easement Area (defined in the Reservation of Easement Rights Agreement), together with rights-of-way in connection with such easements. Concurrently with this Amendment, City and Lessee have entered into an amendment to the Reservation of Easement Rights Agreement in order for City to release any of its reserved easement interest remaining in, and in connection with, the City Easement Area.

G. In connection with the development of the Stadium, (i) Centennial Boulevard, which provides access to the Land from Tasman Drive, has been vacated by the City as a public road; (ii) certain City-owned property in the vicinity of the Stadium Site and the Land will be developed or improved to provide access to and from the Land and the Stadium Site and parking areas in the vicinity of the Land; and (iii) certain public utility easements and a pedestrian access easement burdening the Land, and a pedestrian easement benefitting the Land are necessary for the development and operation of the Stadium and Lessee's use of the Stadium. In light of the foregoing, City agrees to grant certain easement agreements required by Lessee, and Lessee agrees to grant certain easements required by City and confirms its consent to City's dedication of certain public access easements on the Land, all as more specifically described in this Amendment.

NOW, THEREFORE, for good and valuable consideration, City and Lessee hereby agree as follows:

1. Amendment to Legal Description of Land. Lessee and City hereby terminate the Lease as to approximately 2.091 acres of the Land, and Lessee hereby releases, remises and quitclaims, all of its leasehold rights, title and interest in and to that portion of the Land terminated from the Lease such that as of the Effective Date, (i) the Land shall consist of the real property described in Exhibit A (Legal Description of Land) attached hereto and incorporated herein, and depicted in Exhibit B (Depiction of Land) attached hereto and incorporated herein; and (ii) Exhibits A (Legal description and Parcel Map depiction of Land and Additional Property) and Exhibit B (Depiction of Land and Additional Property designating PG&E Easement Area and City Easement Area) of Amendment No. 1, are hereby deleted in their entirety.

2. Ingress/Egress Easements. City hereby grants to Lessee, (a) a non-exclusive appurtenant easement for vehicular and pedestrian ingress, egress and access to the Land ("Ingress/Egress Easement") over each of those portions of Lots 1 and 4 designated as an access easement for the benefit of Lot 3, on that certain Map of Tract No. 10118 filed for record on _____, 2012, in Book _____ of Maps at Pages ____ (the "Map"), as more specifically described in the attached Exhibit C incorporated herein, and depicted on the attached Exhibit C-1 incorporated herein ("Ingress/Egress Easement Area"); and (b) during construction of the improvements for the Ingress/Egress Easement Area, a temporary right of access over the vacated Centennial Boulevard and or other areas of City-owned land in the vicinity of the Land approved by City to provide ingress and egress to and from the Land from and to a public street.

3. Lot 2 Pedestrian Access Easement. City hereby grants to Lessee, an approximately fourteen and one-half (14.5) foot wide, non-exclusive, appurtenant easement for pedestrian access from and to Lot 2 identified on the Map to and from the Land in connection with Stadium Events (defined below) ("Lot 2 Pedestrian Access Easement") in the area located

along the southeasterly corner of Lot 2, as more specifically described in Exhibit D attached hereto and incorporated herein, and shown on the attached Exhibit D-1 incorporated herein ("Lot 2 Pedestrian Access Easement Area"). "Stadium Events" means NFL or other professional football games, sporting events other than professional football games, concerts, or other events or meetings occurring on Lot 1 either included in an event schedule acknowledged in writing by Lessee or Lessee's designee to be identified by Lessee, or otherwise acknowledged in writing by Lessee or Lessee's designee to be identified by Lessee.

4. Lot 1 Pedestrian Access Easement. Subject to the terms set forth in Paragraphs 5-10 below, Lessee hereby grants to City the right to maintain and use, and the right to permit Stadium Authority and StadCo, and successors and assigns to their leasehold interests in the Stadium Premises (each a "Stadium Premises Tenant", and collectively, the "Stadium Premises Tenants") to maintain and use, in connection with Stadium Events, an approximately ten (10) foot wide, non-exclusive pedestrian access easement appurtenant to the real property designated as Lot 1 on the Map ("Lot 1 Pedestrian Easement"). The Lot 1 Pedestrian Easement is located along the area generally adjacent to the northern boundary of the Land, as more specifically described in the attached Exhibit E incorporated herein, and shown on the attached Exhibit E-1 incorporated herein ("Lot 1 Pedestrian Access Easement Area").

5. Restricted Use. Use of the Lot 1 Pedestrian Access Easement Area shall be subject to reasonable rules and regulations, including for security purposes, established by Lessee. City agrees to cooperate with and to require that Stadium Premises Tenants and Subtenants abide by any and all orders or instructions issued by Lessee, its employees, agents or representatives. Lessee reserves the right to restrict access to the Lot 1 Pedestrian Access Easement in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with Team's response thereto, or if emergency repairs or maintenance are required to Lot 1 Pedestrian Access Easement or the premises, or otherwise when Lessee deems it advisable to do so.

6. Interference: City shall not utilize, or permit the use of the Lot 1 Pedestrian Access Easement Area in a manner that unreasonably interferes with Lessee's use of the premises.

7. Maintenance, Repair, and Restoration: Notwithstanding any terms to the contrary in Paragraphs 15 and 16 of the Original Lease, City shall cause the Lot 1 Pedestrian Access Easement Area and Lot 2 Pedestrian Access Easement Area (collectively, the "Pedestrian Easement Areas") to be maintained, at no cost to Lessee, (a) in a manner and using equipment and materials that will not unreasonably interfere with or impair Lessee's operations, access to, use or operation of the premises; (b) in good repair, in a clean, safe and sanitary condition and in compliance with all applicable industry standards and best practices; and (c) in accordance with (i) all requirements of all governmental authorities, including, but not limited to city, county, state, federal, or district, or any subdivision thereof, (ii) the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to the use of the premises or Pedestrian Access Easement Areas, as applicable; (iii) any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which City has notice, which may be applicable to the premises or Lot 2, as applicable, regardless of when they become effective, insofar as they relate to the maintenance activities or the use or occupancy of the

premises by City or with the consent of City or either of the Stadium Premises Tenants; and (iv) reasonable operational requirements of Lessee relating to the use of the Pedestrian Access Easement Areas or the premises. City shall, upon the exercise of any such rights specified herein, at its sole cost and expense, promptly and diligently repair any damage to the premises and Pedestrian Access Easement Areas caused in the exercise of rights to use and maintain the Pedestrian Access Easement Areas, and restore the Pedestrian Access Easement Areas to a condition at least reasonably equal to the condition existing immediately prior to such damage. Should City fail to promptly maintain and diligently repair and restore the premises and Pedestrian Access Easement Areas as required above, Lessee reserves the right, at City's expense, after giving City three (3) business days written notice to take all necessary action to maintain, repair and restore same.

8. Indemnification and Insurance. Notwithstanding any terms to the contrary therein, the protection, defense, indemnification and hold harmless provision in Section 22 of the Original Lease shall not apply in connection with the use by the City or others with an interest in the Stadium Site of the Pedestrian Access Easement Areas. The Stadium Premises Tenants shall name Lessee as an additional insured in any liability insurance policy that may be required to be maintained for the benefit of the City pursuant to the Ground Lease. Additionally, the Stadium Premises Tenants shall defend, indemnify, protect and save harmless Lessee and its officers, agents, consultants, counsel, and employees (collectively, "Indemnitees") from any and all claims, costs, losses, expenses or liability (collectively, "Claims"), including expenses and reasonable attorneys' fees incurred in defending against such Claims, for the death of or injury to persons or damage to property, including property owned or controlled by or in the possession of Indemnitees, to the extent that any such Claim arises from or is caused by the use of the Pedestrian Access Easement or occupation of the Pedestrian Access Easement Areas by the Stadium Premises Tenants or their licensees, concessionaires, permittees or subtenants, except to the extent such Claim arises out of the negligence or willful misconduct of any Indemnitee.

9. Mechanics' Liens. City shall keep, or shall cause the premises to be kept free and clear of all mechanics' liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by City or at City's request or for City's benefit in connection with the Lot 1 Pedestrian Access Easement. If any mechanics' liens are placed on the premises in connection with City's exercise of its rights under this Agreement, City shall diligently pursue or cause the pursuit of all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 3143 or any successor statute. Notwithstanding anything to the contrary set forth in this Agreement, if any such lien is not released and removed within ten (10) days after such lien is placed on the premises, Lessee at its sole option, may immediately take all actions necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including attorneys' fees and costs, incurred by Lessee in connection with such lien shall be due and payable by City within thirty (30) days after receipt of a written demand therefor, accompanied by reasonable supporting documentation.

10. Relocation: Lessee may, with prior written approval from City, relocate the Lot 1 Pedestrian Access Easement Area at its own cost and expense; provided that the relocated easement area will not be materially more costly to City to operate, maintain or use.

11. Public Utility Easements. Lessee hereby confirms its consent to City's dedication of each of those public utility easements on the Land as designated on the Map as an "Easement For Public Utilities", described in the attached Exhibit F and incorporated herein, and as shown on the attached Exhibit F-1 and incorporated herein.

12. Notices. Notice addresses for the parties are hereby deleted and replaced with the following:

To City:

Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, CA 95050
Attention: City Manager

with a copy to:

Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, CA 95050
Attention: City Clerk

To Lessee:

San Francisco Forty Niners, Limited
4949 Centennial Boulevard
Santa Clara, CA 95054
Attention: John Edward York, President

with copies to:

San Francisco Forty Niners, Limited
4949 Centennial Boulevard
Santa Clara, CA 95054
Attention: Larry MacNeil, CFO

and

Coblentz, Patch, Duffy & Bass LLP
One Ferry Building, Suite 200
San Francisco, CA 94111
Attention: Harry O'Brien

13. Miscellaneous.

(a) Effect of Amendments. Except to the extent the Lease is modified by this Amendment, the remaining terms and provisions of the Lease shall remain unmodified and in

full force and effect. In the event of conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall prevail.

(b) Entire Agreement. This Amendment embodies the entire understanding between City and Lessee with respect to its subject matter and can be changed only by an instrument in writing signed by City and Lessee.

(c) Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Amendment.

(d) Authority. Lessee represents that the individual executing this Amendment is duly authorized to execute and deliver this Amendment for Lessee. Each individual executing this Amendment for City represents that he or she is duly authorized to execute and deliver this Amendment for City.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly appointed representatives, effective as of the date first written above.

CITY OF SANTA CLARA
a municipal corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

JENNIFER SPARACINO
City Manager

ATTEST:

1500 Warburton Avenue
Santa Clara, CA 95050

ROD DIRIDON, JR.
City Clerk

"CITY"

SAN FRANCISCO FORTY NINERS, LIMITED
a California limited partnership

JOHN EDWARD YORK
President
4949 Centennial Boulevard
Santa Clara, CA 95054

"LESSEE"

EXHIBITS A- F Attached

EXHIBIT A

LEGAL DESCRIPTION OF LAND

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

Lot 3 of that certain Map of Tract No. 10118 filed for record on _____, 2012, in Book __ of Maps at Pages _____.

EXHIBIT B
DEPICTION OF LAND (Tract Map)

EXHIBIT "C"
LEGAL DESCRIPTION
FOR: ACCESS EASEMENT

All that certain real property situate in the City of Santa Clara, County of Santa Clara, State of California, being a portion of that certain Map of Tract No. 10118 filed for record on _____, 2012 in Book _____ at Pages _____, Santa Clara County Records, being more particularly described as follows:

AREA 1:

Being a portion of Lot 1 of said Tract Map, and being more particularly described as follows:

Beginning at the most southerly corner of Lot 2 of said Tract Map;

Thence along the westerly line of said Lot 2 the following eight (8) courses and distances:

1. North 28°28'52" West, 118.11 feet;
2. South 61°31'08" West, 30.00 feet;
3. Along a curve to the right having a radius of 8.00 feet, through a central angle of 90°00'00" for an arc distance of 12.57 feet;
4. North 28°28'52" West, 116.34 feet;
5. Along a curve to the left having a radius of 560.00 feet, through a central angle of 09°11'10" for an arc distance of 89.78 feet to a point of reverse curvature;
6. Along a curve to the right having a radius of 540.00 feet, through a central angle of 06°29'12" for an arc distance of 61.14 feet;
7. North 31°10'50" West, 153.20 feet;
8. Along a curve to the right having a radius of 40.00 feet, through a central angle of 90°54'47" for an arc distance of 63.47 feet to a point on the southeasterly line of Tasman Drive as shown on said Tract Map;

Thence along said southeasterly line, South 63°01'04" West, 101.34 feet;

Thence leaving said southeasterly line, the following twelve (12) courses and distances:

1. Along a non-tangent curve to the right having a radius of 44.00 feet and to which point a radial line bears South 04°20'49" West, through a central angle of 54°28'21" for an arc distance of 41.83 feet;
2. South 31°10'50" East, 99.81 feet;
3. South 58°49'10" West, 18.00 feet;
4. South 31°10'50" East, 65.00 feet;
5. Along a curve to the left having a radius of 600.00 feet, through a central angle of 06°29'12" for an arc distance of 67.93 feet to a point of reverse curvature;
6. Along a curve to the right having a radius of 500.00 feet, through a central angle of 07°59'43" for an arc distance of 69.77 feet;
7. North 60°19'41" East, 18.00 feet;
8. Along a non-tangent curve to the right having a radius of 518.00 feet and to which point a radial line bears South 60°19'41" West, through a central angle of 01°11'26" for an arc distance of 10.98 feet;

9. South $28^{\circ}28'52''$ East, 177.64 feet;
10. Along a curve to the left having a radius of 61.00 feet, through a central angle of $52^{\circ}34'32''$ for an arc distance of 55.97 feet to a point of reverse curvature;
11. Along a curve to the right having a radius of 4.00 feet, through a central angle of $52^{\circ}34'32''$ for an arc distance of 3.67 feet;
12. South $28^{\circ}28'52''$ East, 28.19 feet to a point on the northwesterly line of Lot 3 of said Tract Map;

Thence along said northwesterly line, the following two (2) courses and distances:

1. North $61^{\circ}31'08''$ East, 54.50 feet;
2. North $28^{\circ}28'52''$ West, 15.00 feet to the Point of Beginning.

AREA 2:

Being a portion of Lot 4 of said Tract Map, and being more particularly described as follows:

Beginning at the most northerly corner of Lot 5 of said Tract Map;

Thence along northeasterly line of said Lot 1, North $28^{\circ}17'05''$ West, 12.50 feet to the True Point of Beginning;

Thence continuing, North $28^{\circ}17'05''$ West, 28.02 feet;

Thence leaving said northeasterly line, the following five (5) courses and distances:

1. Along a non-tangent curve to the left having a radius of 23.00 feet and to which point a radial line bears North $30^{\circ}58'39''$ West, through a central angle of $91^{\circ}52'52''$ for an arc distance of 36.88 feet;
2. North $32^{\circ}51'31''$ West, 235.19 feet;
3. North $22^{\circ}26'08''$ West, 132.33 feet;
4. Along a curve to the left having a radius of 4.00 feet, through a central angle of $96^{\circ}02'44''$ for an arc distance of 6.71 feet;
5. South $61^{\circ}31'08''$ West, 18.68 feet to a point on the northeasterly line of Lot 3 of said Tract Map;

Thence along said northeasterly line, North $22^{\circ}26'08''$ West, 24.13 feet;

Thence leaving said northeasterly line, the following three (3) courses and distances:

1. North $61^{\circ}31'08''$ East, 14.13 feet;
2. Along a curve to the left having a radius of 10.00 feet, through a central angle of $83^{\circ}57'16''$ for an arc distance of 14.65 feet;
3. North $22^{\circ}26'08''$ West, 33.99 feet to a point on northwesterly line of Lot 4 of said Tract Map;

Thence along said northwesterly line, a non-tangent curve to the left having a radius of 64.00 feet and to which point a radial line bears North $39^{\circ}43'22''$ West, through a central angle of $25^{\circ}13'55''$ for an arc distance of 28.18 feet;

Thence leaving said northwesterly line, the following two (2) courses and distances:

1. South $28^{\circ}17'08''$ East, 501.34 feet;
2. South $61^{\circ}31'08''$ West, 49.41 feet to the True Point of Beginning.

AREA 3:

Being a portion of Lot 1 of said Tract Map, and being more particularly described as follows:

Beginning at the most northerly corner of Lot 5 of said Tract Map;

Thence along northeasterly line of said Lot 1, North $28^{\circ}17'05''$ West, 12.50 feet to the True Point of Beginning;

Thence continuing, North $28^{\circ}17'05''$ West, 28.02 feet;

Thence leaving said northeasterly line, the following three (3) courses and distances:

1. Along a non-tangent curve to the right having a radius of 23.00 feet and to which point a radial line bears North $30^{\circ}58'39''$ West, through a central angle of $02^{\circ}29'47''$ for an arc distance of 1.00 feet;
2. South $61^{\circ}31'08''$ West, 654.02 feet;
3. Along a curve to the right having a radius of 10.00 feet, through a central angle of $49^{\circ}27'30''$ for an arc distance of 8.63 feet to a point on the southeasterly line of Lot 3 of said Tract Map;

Thence along said southeasterly line, South $61^{\circ}31'08''$ West, 30.80 feet;

Thence leaving said southeasterly line, the following three (3) courses and distance:

1. Along a non-tangent curve to the right having a radius of 10.00 feet and to which point a radial line bears North $77^{\circ}56'23''$ West, through a central angle of $49^{\circ}27'30''$ for an arc distance of 8.63 feet;
2. South $61^{\circ}31'08''$ West, 71.00 feet;
3. Along a curve to the right having a radius of 10.00 feet, through a central angle of $49^{\circ}27'30''$ for an arc distance of 8.63 feet to a point on said southeasterly line of Lot 3;

Thence along said southeasterly line, South $61^{\circ}31'08''$ West, 30.80 feet;

Thence leaving said southeasterly line, the following three (3) courses and distance:

1. Along a non-tangent curve to the right having a radius of 10.00 feet and to which point a radial line bears North $77^{\circ}56'23''$ West, through a central angle of $49^{\circ}27'30''$ for an arc distance of 8.63 feet;
2. South $61^{\circ}31'08''$ West, 165.49 feet;
3. North $28^{\circ}28'52''$ West, 3.50 feet to the most southerly corner of said Lot 3;

Thence along the westerly line of said Lot 3, North $04^{\circ}52'52''$ West, 20.19 feet;

Thence leaving said westerly line, the following four (4) courses and distances:

1. South $61^{\circ}31'08''$ West, 111.30 feet;
2. South $28^{\circ}28'52''$ East, 17.50 feet;
3. South $61^{\circ}31'08''$ West, 161.00 feet;
4. South $28^{\circ}28'52''$ East, 120.00 feet to a point on the southeasterly line of said Lot 1;

Thence along said southeasterly line, North $61^{\circ}31'08''$ East, 25.00 feet;

Thence leaving said southeasterly line, the following three (3) courses and distances:

1. North $28^{\circ}28'52''$ West, 22.00 feet;
2. North $61^{\circ}31'08''$ East, 44.00 feet;
3. South $28^{\circ}28'52''$ East, 22.00 feet to said southeasterly line;

Thence along said southeasterly line, North $61^{\circ}31'08''$ East, 47.00 feet;

Thence leaving said southeasterly line, the following two (2) courses and distances:

1. North $28^{\circ}28'52''$ West, 30.00 feet;
2. North $61^{\circ}31'08''$ East, 65.00 feet to a point on the easterly line of said Lot 1;

Thence along said easterly line, North $28^{\circ}28'52''$ West, 20.50 feet;

Thence leaving said easterly line, the following four (4) courses and distances:

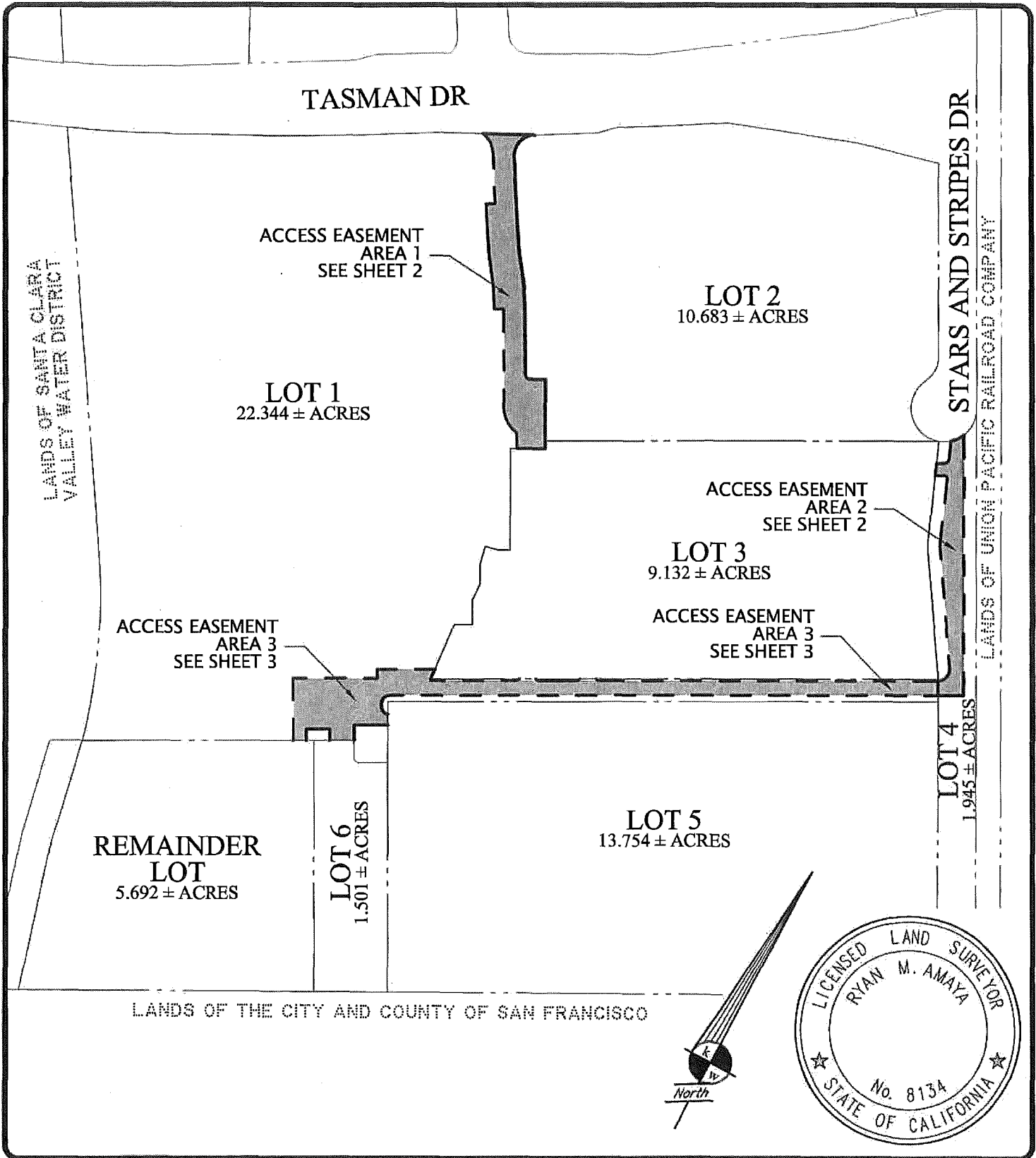
1. Along a non-tangent curve to the right having a radius of 16.00 feet and to which point a radial line bears North $14^{\circ}00'13''$ West, through a central angle of $75^{\circ}31'21''$ for an arc distance of 21.09 feet;
2. North $28^{\circ}28'52''$ West, 5.50 feet;
3. Along a curve to the right having a radius of 16.00 feet, through a central angle of $90^{\circ}00'00''$ for an arc distance of 25.13 feet;
4. North $61^{\circ}31'08''$ East, 1062.64 feet to the True Point of Beginning.

As shown on EXHIBIT "C-1" attached hereto and by this reference made a part hereof.

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

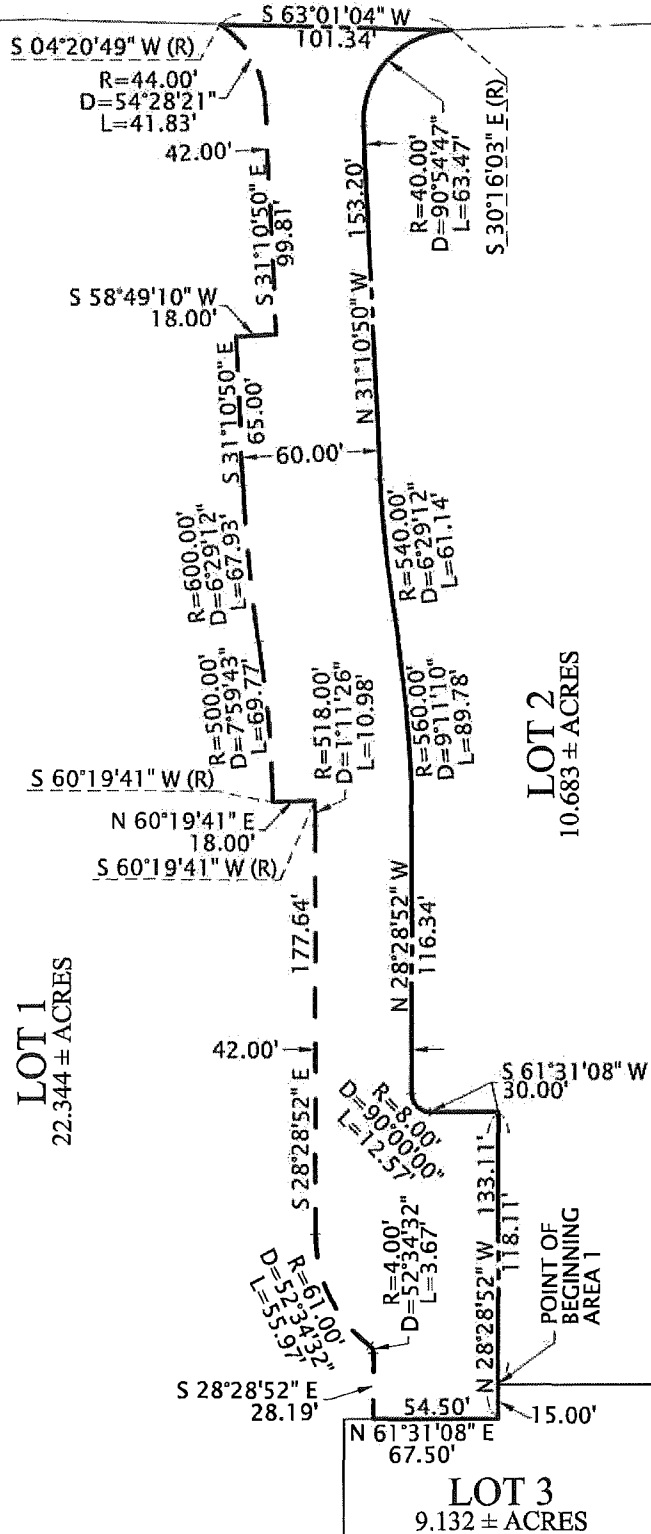
Date _____

Ryan M. Amaya LS 8134



PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR: ACCESS EASEMENT		DATE	FEB. 2012
		SCALE	1" = 250'
SANTA CLARA	CALIFORNIA	DR. BY	SB
		JOB	A07216-5
EXHIBIT "C-1"		SHEET NO.	1 OF 3
		KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. 3350 Scott Boulevard, Building 22 Santa Clara, California 95054 (408) 727 6665 fax (408) 727 5641	

TASMAN DR



LOT 2
10.683 ± ACRES

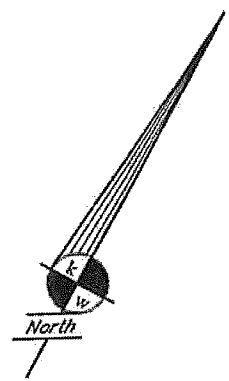
LOT 3
9.132 ± ACRES

LOT 1
22.344 ± ACRES

LOT 5
13.754 ± ACRES

LOT 4
1.945 ± ACRES

LANDS OF UNION PACIFIC RAILROAD COMPANY



PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR: ACCESS EASEMENT

DATE	FEB. 2012
SCALE	1" = 80'
DR. BY	SB
JOB	A07216-5
SHEET NO.	2 OF 3

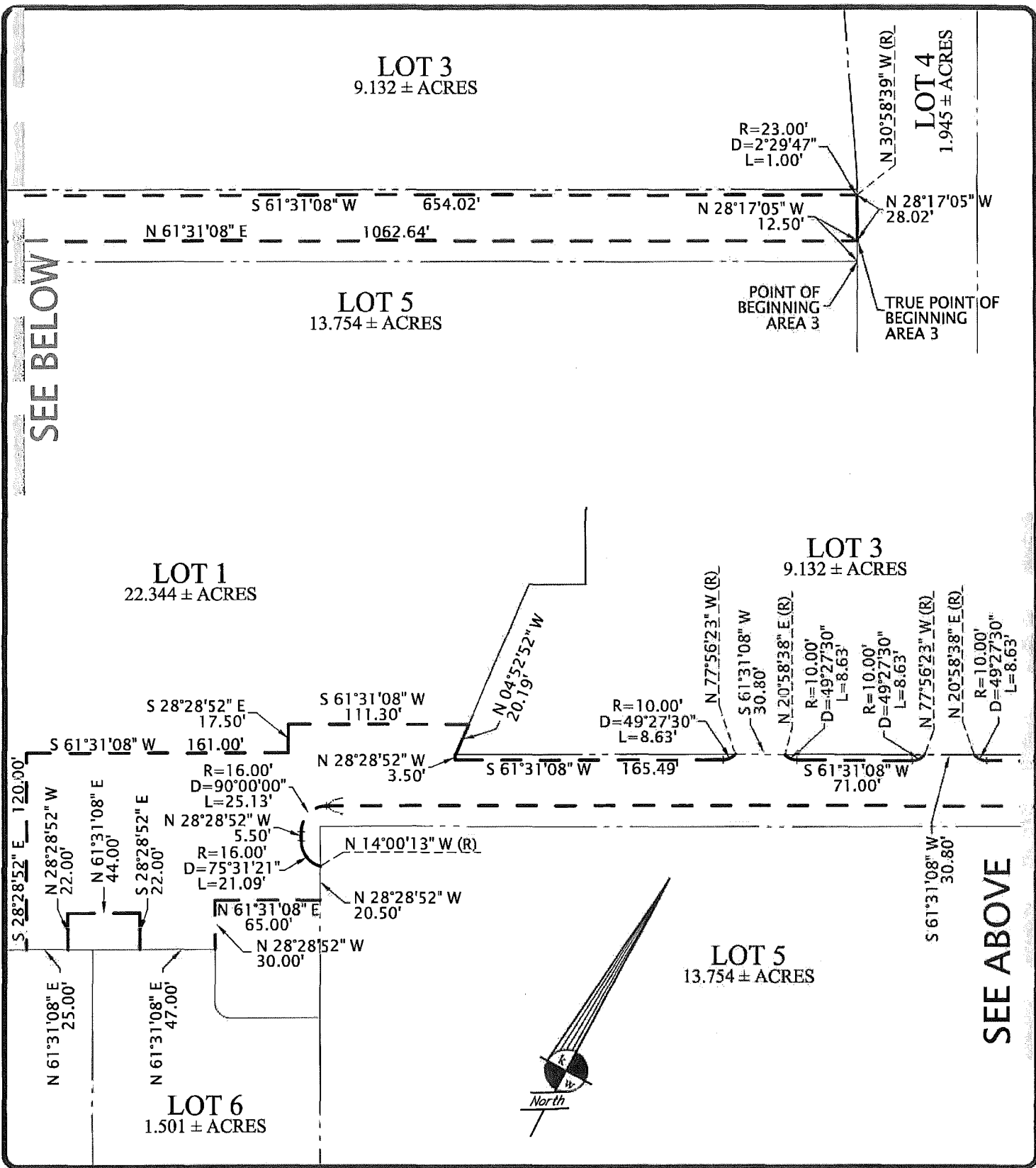
SANTA CLARA

CALIFORNIA

EXHIBIT "C-1"



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
3350 Scott Boulevard, Building 22 (408) 727 6665
Santa Clara, California 95054 fax (408) 727 5641



PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR: ACCESS EASEMENT

SANTA CLARA

CALIFORNIA

EXHIBIT "C-1"



KIER & WRIGHT

CIVIL ENGINEERS & SURVEYORS, INC.
3350 Scott Boulevard, Building 22 (408) 727 6665
Santa Clara, California 95054 fax (408) 727 5641

DATE	FEB. 2012
SCALE	1" = 80'
DR. BY	SB
JOB	A07216-5
SHEET NO.	3 OF 3

EXHIBIT "D"
LEGAL DESCRIPTION
FOR: PEDESTRIAN ACCESS EASEMENT

All that certain real property situate in the City of Santa Clara, County of Santa Clara, State of California, being a portion Lot 2 of that certain Map of Tract No. 10118 filed for record on _____, 2012 in Book _____ at Pages _____, Santa Clara County Records, being more particularly described as follows:

Beginning at the most easterly corner of Lot 2 of said Tract Map;

Thence along the southeasterly line of said Lot 2, South 61°31'08" West, 9.73 feet to the True Point of Beginning;

Thence continuing, South 61°31'08" West, 15.19 feet;

Thence leaving said southeasterly line, North 11°06'29" West, 8.95 feet to point on the southerly line of Stars and Stripes Drive as shown on said Tract Map;

Thence along said southerly line, being a non-tangent curve to the left having a radius of 64.00 feet and to which point a radial line bears North 03°14'22" East, through a central angle 13°07'50" for an arc distance of 14.67 feet;

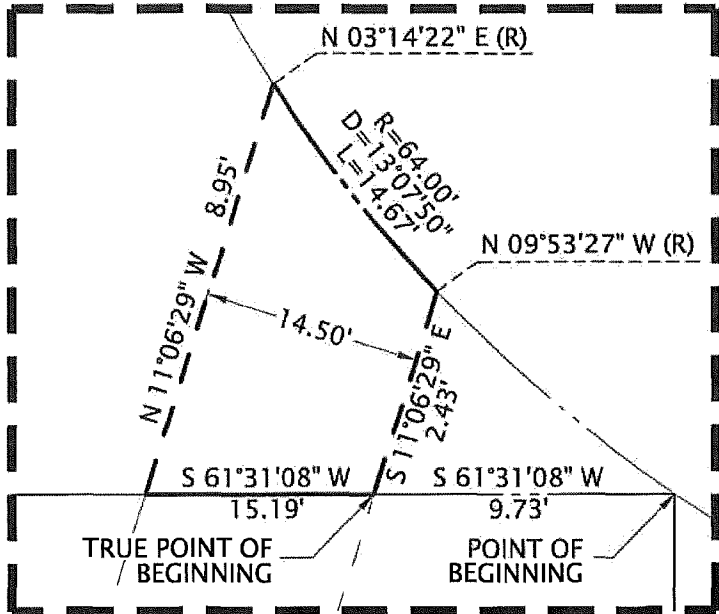
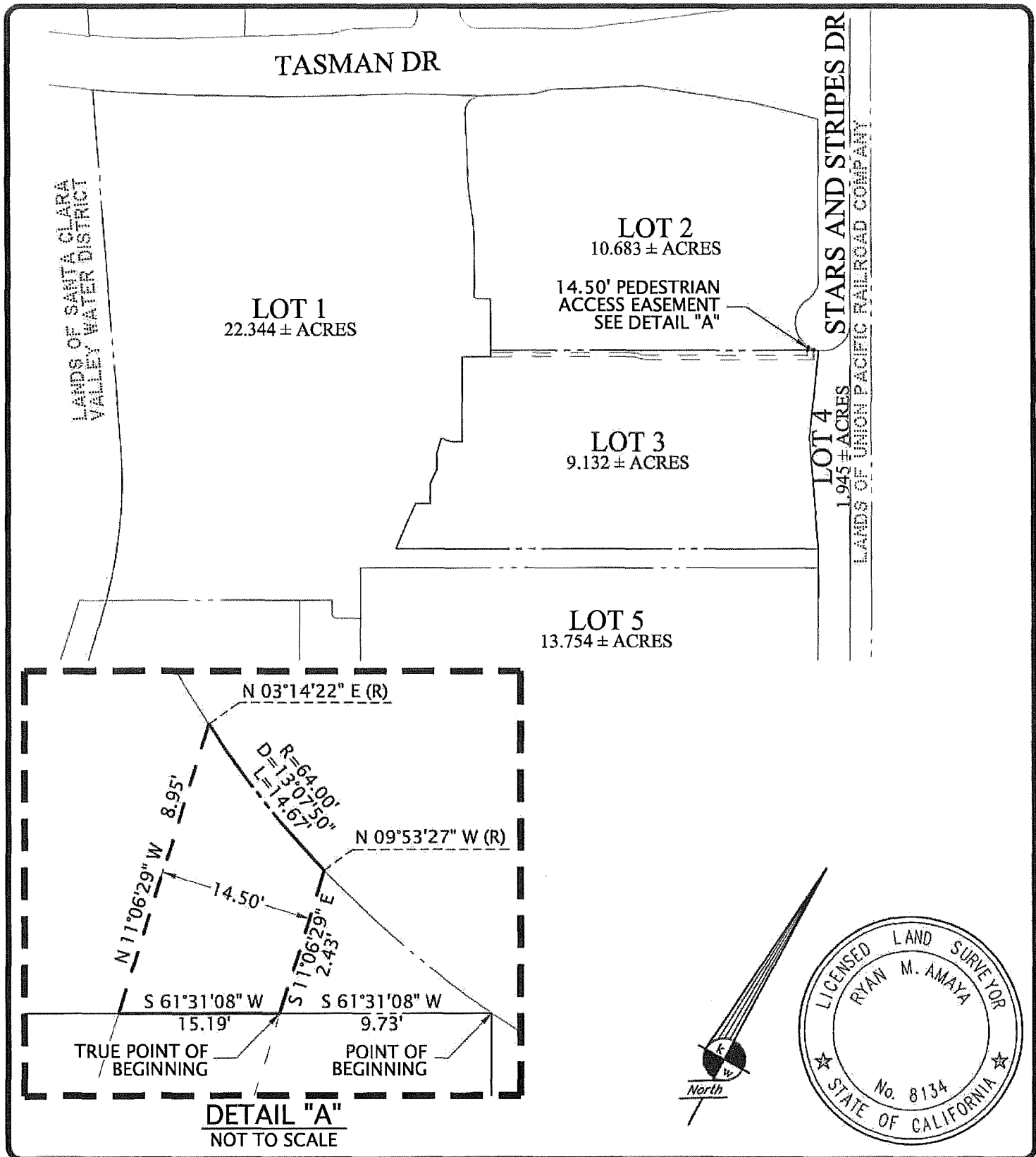
Thence leaving said southerly line, South 11°06'29" East, 2.43 feet to the True Point of Beginning.

As shown on EXHIBIT "D-1" attached hereto and by this reference made a part hereof.

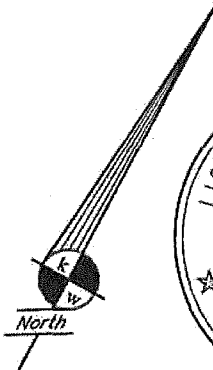
Legal Description prepared by Kier & Wright, Civil Engineers & Surveyors, Inc.

Date _____

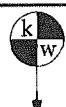
Ryan M. Amaya LS 8134



DETAIL "A"
NOT TO SCALE



PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR: PEDESTRIAN ACCESS EASEMENT		DATE	FEB. 2012
		SCALE	1" = 300'
SANTA CLARA	CALIFORNIA	DR. BY	SB
EXHIBIT "D-1"		JOB	A07216-5
		SHEET NO.	1 OF 1



KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, INC.
 3350 Scott Boulevard, Building 22 (408) 727 6665
 Santa Clara, California 95054 fax (408) 727 5641

EXHIBIT "E"
LEGAL DESCRIPTION
FOR: PEDESTRIAN ACCESS EASEMENT

All that certain real property situate in the City of Santa Clara, County of Santa Clara, State of California, being a portion Lot 3 of that certain Map of Tract No. 10118 filed for record on _____, 2012 in Book _____ at Pages _____, Santa Clara County Records, being more particularly described as follows:

Beginning at the most northerly corner of Lot 3 of said Tract Map;

Thence along the northwesterly line of said Lot 3, South 61°31'08" West, 9.73 feet to the True Point of Beginning;

Thence continuing, South 61°31'08" West, 15.19 feet;

Thence leaving said northwesterly line, the following six (6) courses and distances:

1. South 11°06'29" East, 1.50 feet;
2. South 28°28'52" East, 10.57 feet;
3. South 61°31'08" West, 377.20 feet;
4. Along a curve to the right having a radius of 19.50 feet, through a central angle of 21°33'55" for an arc distance of 7.34 feet to a point of reverse curvature;
5. Along a curve to the left having a radius of 80.50 feet, through a central angle of 21°33'55" for an arc distance of 30.30 feet;
6. South 61°31'08" West, 322.83 feet to a point on the easterly line of Lot 1 of said Tract Map;

Thence along said easterly line, South 28°28'52" East, 10.00 feet;

Thence leaving said easterly line, the following six (6) courses and distances:

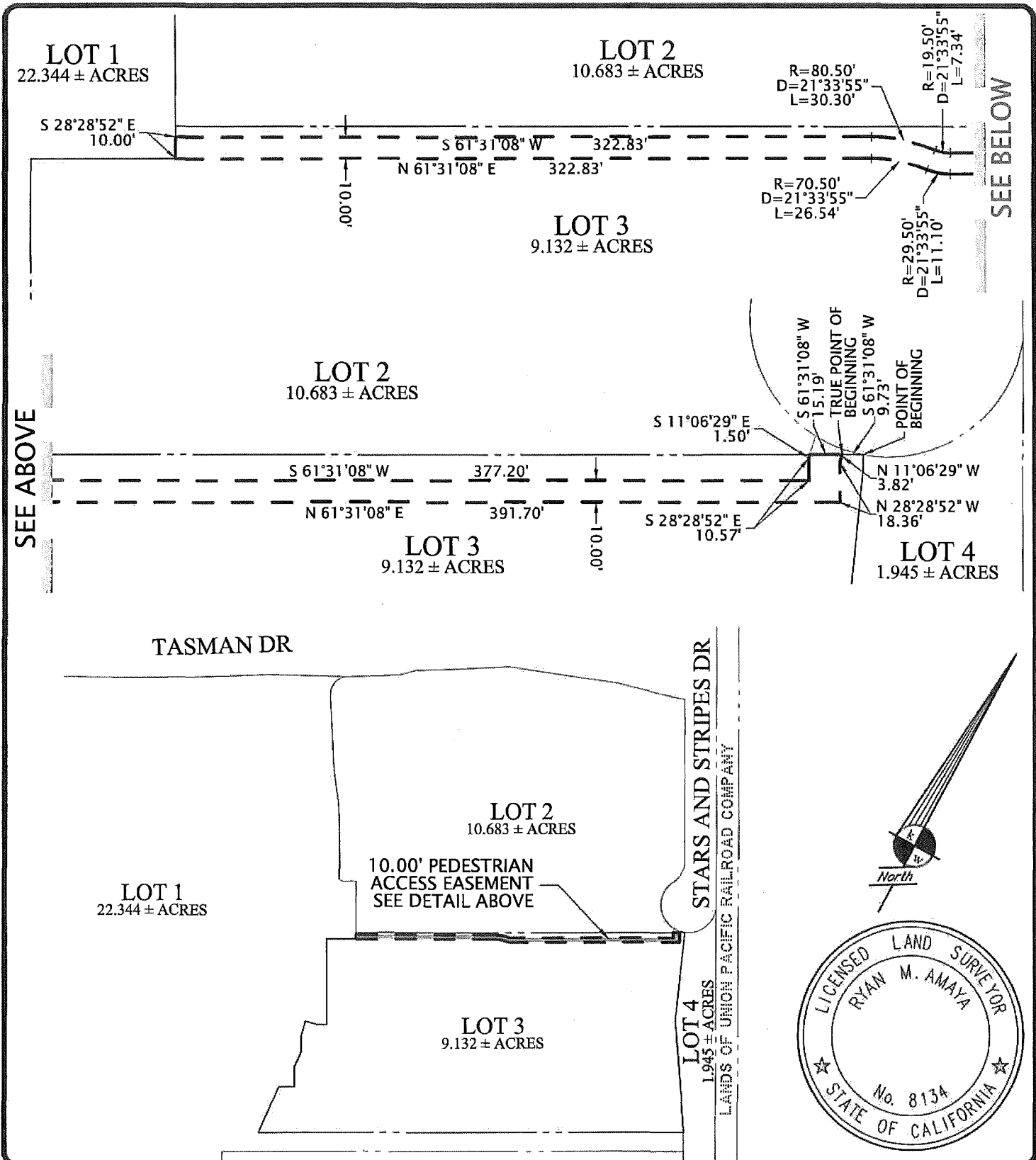
1. North 61°31'08" East, 322.83 feet;
2. Along a curve to the right having a radius of 70.50 feet, through a central angle of 21°33'55" for an arc distance of 26.54 feet to a point of reverse curvature;
3. Along a curve to the left having a radius of 29.50 feet, through a central angle of 21°33'55" for an arc distance of 11.10 feet;
4. North 61°31'08" East, 391.70 feet;
5. North 28°28'52" West, 18.36 feet;
6. North 11°06'29" West, 3.82 feet to the True Point of Beginning.

As shown on EXHIBIT "E-1" attached hereto and by this reference made a part hereof.

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

Date _____

Ryan M. Amaya LS 8134



PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR: PEDESTRIAN ACCESS EASEMENT

SANTA CLARA

CALIFORNIA

EXHIBIT "E-1"



KIER & WRIGHT

CIVIL ENGINEERS & SURVEYORS, INC.
3350 Scott Boulevard, Building 22 (408) 727 6665
Santa Clara, California 95054 fax (408) 727 5641

DATE	FEB. 2012
SCALE	1" = 300'
DR. BY	SB
JOB	A07216-5
SHEET NO.	1 OF 1

EXHIBIT "F"
LEGAL DESCRIPTION
FOR: PUBLIC UTILITY EASEMENT

All that certain real property situate in the City of Santa Clara, County of Santa Clara, State of California, being a portion Lot 3 of that certain Map of Tract No. 10118 filed for record on _____, 2012 in Book _____ at Pages _____, Santa Clara County Records, being more particularly described as follows:

AREA 1:

Beginning at the most southerly corner of Lot 3 of said Tract Map;

Thence along the westerly line of said Lot 3, the following two (2) courses and distances:

1. North 04°52'52" West, 114.06 feet;
2. North 61°31'08" East, 10.91 feet;

Thence leaving said westerly line, the following twelve (12) courses and distances:

1. South 04°52'52" East, 32.96 feet;
2. North 85°07'08" East, 18.00 feet;
3. South 04°52'52" East, 10.00 feet;
4. South 85°07'08" West, 18.00 feet;
5. South 04°52'52" East, 37.27 feet;
6. North 61°31'08" East, 304.65 feet;
7. North 28°28'52" West, 362.32 feet;
8. South 61°31'08" West, 113.66 feet;
9. South 28°28'52" East, 16.35 feet;
10. South 61°31'08" West, 10.00 feet;
11. South 28°28'52" East, 97.00 feet;
12. South 61°31'08" West, 50.00 feet to a point on the said westerly line of Lot 3;

Thence along the westerly, northerly and easterly lines of said Lot 3, the following six (6) courses and distances:

1. North 28°28'52" West, 163.35 feet;
2. North 61°31'08" East, 67.50 feet;
3. North 28°28'52" West, 15.00 feet;
4. North 61°31'08" East, 762.16 feet;
5. South 28°17'05" East, 7.03 feet;
6. South 22°26'08" East, 150.35 feet;

Thence leaving said easterly line of Lot 3, the following four (4) courses and distances:

1. South 61°31'08" West, 42.93 feet;
2. North 28°28'52" West, 91.54 feet;
3. South 61°31'08" West, 564.20 feet;
4. South 28°28'52" East, 393.32 feet to a point on the southeasterly line of said Lot 3;

Thence South 61°31'08" West, 362.10 feet to the Point of Beginning.

AREA 2:

Beginning at the most southerly corner of Lot 3 of said Tract Map;

Thence along the westerly line of said Lot 3, the following two (3) courses and distances:

1. North 04°52'52" West, 114.06 feet;
2. North 61°31'08" East, 34.66 feet;
3. North 28°28'52" West, 22.33 feet to the True Point of Beginning;

Thence continuing along said westerly line, the following five (5) courses and distances:

1. North 28°28'52" West, 23.42 feet;
2. North 03°12'30" West, 35.31 feet;
3. North 28°28'52" West, 36.60 feet;
4. North 12°02'33" West, 37.70 feet;
5. North 77°57'27" East, 10.00 feet;

Thence leaving said westerly line, the following three (3) courses and distances:

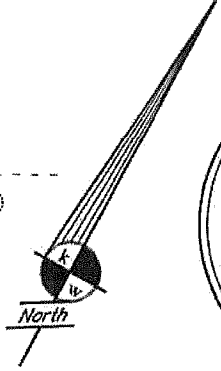
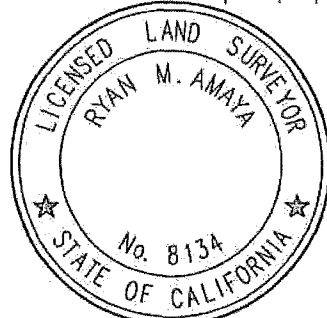
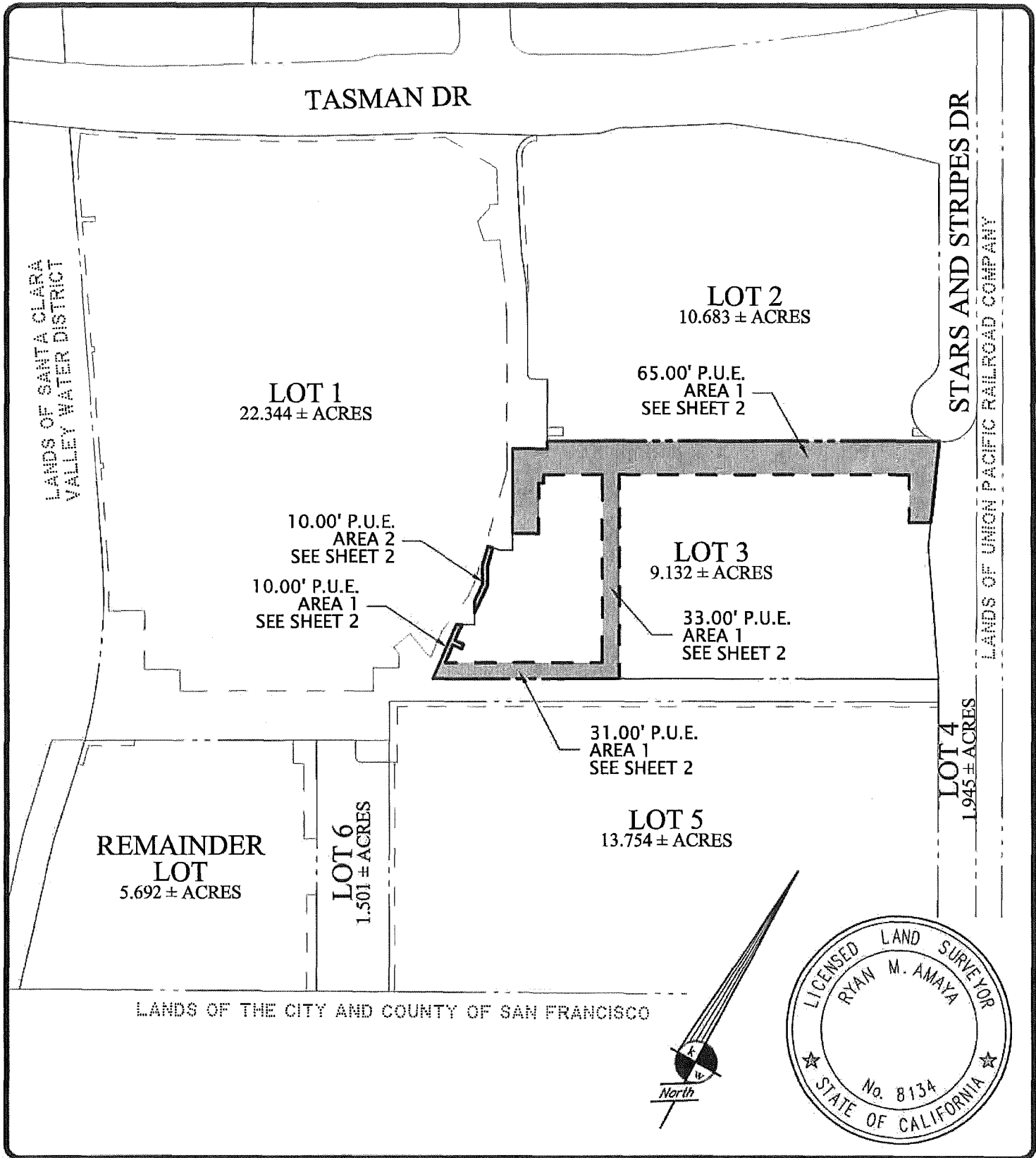
1. South 12°02'33" East, 36.25 feet;
2. South 28°28'52" East, 37.40 feet;
3. South 03°12'30" East, 58.73 feet to the True Point of Beginning.

As shown on EXHIBIT "F-1" attached hereto and by this reference made a part hereof.

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

Date _____

Ryan M. Amaya LS 8134



PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR: PUBLIC UTILITY EASEMENT		DATE	FEB. 2012
		SCALE	1" = 250'
SANTA CLARA	CALIFORNIA	DR. BY	SB
		JOB	A07216-5
EXHIBIT "F-1"	KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. 3350 Scott Boulevard, Building 22 Santa Clara, California 95054	SHEET NO.	1 OF 2
		<small>USER: sborber 1:\PROJECTS\A07216\DWG\SURVEY\PLATS\TRAINING LEASE AGREEMENT\EXHIBIT F-1\C-PLAT.dwg FEBRUARY 23, 2012 7:18 AM</small>	<small>(408) 727 6665 Fax (408) 727 5641</small>

LINE TABLE:

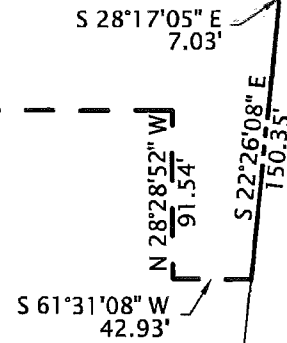
LINE	BEARING	DISTANCE
L1	N 04°52'52" W	32.96'
L2	N 85°07'08" E	18.00'
L3	S 04°52'52" E	10.00'
L4	S 85°07'08" W	18.00'
L5	N 04°52'52" W	37.27'

SEE BELOW

LOT 2
10.683 ± ACRES

LOT 3
9.132 ± ACRES

LOT 4
1.945 ± ACRES



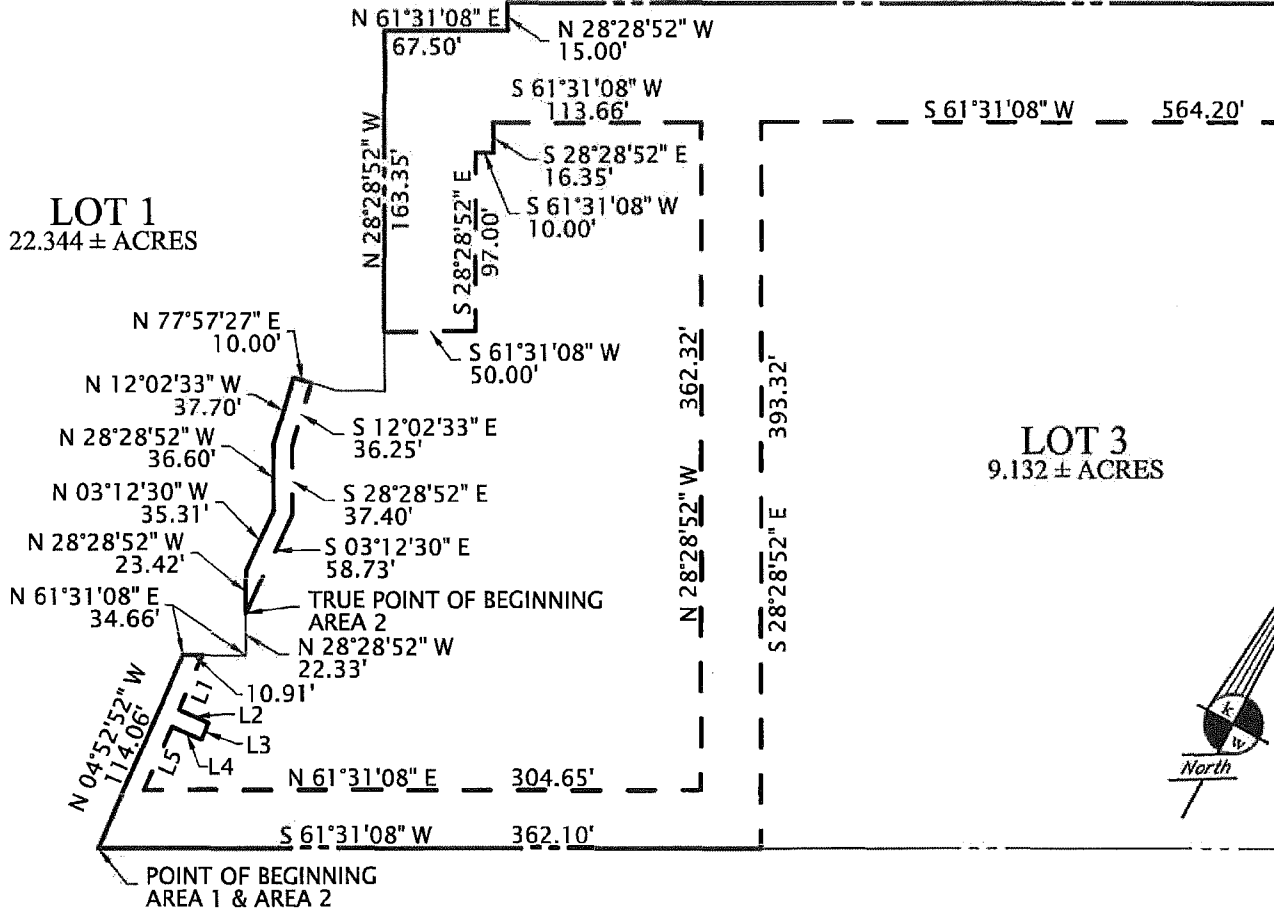
LOT 2
10.683 ± ACRES

N 61°31'08" E 762.16'

SEE ABOVE

LOT 1
22.344 ± ACRES

LOT 3
9.132 ± ACRES



PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR: PUBLIC UTILITY EASEMENT

SANTA CLARA

CALIFORNIA

DATE	FEB. 2012
SCALE	1" = 100'
DR. BY	SB
JOB	A07216-5
SHEET NO.	2 OF 2

EXHIBIT "F-1"



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
3350 Scott Boulevard, Building 22 (408) 727 6665
Santa Clara, California 95054 fax (408) 727 5641

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

San Francisco Forty Niners, Limited
4949 Centennial Boulevard
Santa Clara, CA 95054
Attention: Larry McNeil, CFO

FOR RECORDER'S USE ONLY

APN: _____

MEMORANDUM OF AMENDMENT NO. 2 TO LEASE AGREEMENT

THIS MEMORANDUM OF AMENDMENT NO. 2 TO LEASE AGREEMENT (this "**Memorandum**") dated for reference purposes as of _____, 2012, is by and between the CITY OF SANTA CLARA, a municipal corporation ("**City**"), and SAN FRANCISCO FORTY NINERS, LIMITED, a California limited partnership ("**Lessee**").

1. Agreement. Lessee, as the San Francisco Forty-Niners, LTD., entered into that certain Lease Agreement with City dated February 12, 1987, as amended by that certain Amendment No. 1 to Lease Agreement dated as of September 30, 1987. Lessee and City entered into that certain Amendment No. 2 to Lease Agreement dated as of _____, 2012 (the "**Amendment**"), which, among other things, provides as set forth below. Except as otherwise defined in this Memorandum, capitalized terms shall have the meanings given them in the Amendment.

2. Reduction of Land. Lessee and City terminate the Lease as to approximately 2.091 acres of the Land, and Lessee releases, remises and quitclaims, all of its leasehold rights, title and interest in and to that portion of the Land terminated from the Lease such that as of the Effective Date, (i) the Land shall consist of the real property described in Exhibit A (Legal Description of Land) attached hereto and incorporated herein, and depicted in Exhibit B (Depiction of Land) attached hereto and incorporated herein; and (ii) Exhibits A (Legal description and Parcel Map depiction of Land and Additional Property) and Exhibit B (Depiction of Land and Additional Property designating PG&E Easement Area and City Easement Area) of Amendment No. 1, are hereby deleted in their entirety.

3. Ingress/Egress Easements. City grants to Lessee, (a) a non-exclusive appurtenant easement for vehicular and pedestrian ingress, egress and access to the Land ("**Ingress/Egress Easement**") over each of those portions of Lots 1 and 4 designated as an access easement for the benefit of Lot 3, on that certain Map of Tract No. 10118 filed for record on _____, 2012, in Book _____ of Maps at Pages ____ (the "**Map**"), as more specifically described in the attached Exhibit C incorporated herein, and depicted on the attached Exhibit C-1 incorporated herein ("**Ingress/Egress Easement Area**"); and (b) during construction of the improvements for the Ingress/Egress Easement Area, a temporary right of access over the vacated Centennial Boulevard and or other areas of City-owned land in the vicinity of the Land approved by City to provide ingress and egress to and from the Land from and to a public street.

4. Lot 2 Pedestrian Access Easement. City grants to Lessee, an approximately fourteen and one-half (14.5) foot wide, non-exclusive, appurtenant easement for pedestrian access from and to Lot 2 identified on the Map to and from the Land in connection with Stadium Events ("**Lot 2 Pedestrian Access Easement**") in the area located along the southeasterly corner of Lot 2, as more specifically described in Exhibit D attached hereto and incorporated herein, and shown on the attached Exhibit D-1 incorporated herein ("**Lot 2 Pedestrian Access Easement Area**").

5. Lot 1 Pedestrian Access Easement. Subject to certain conditions set forth in the Amendment, Lessee grants to City the right to maintain and use, and the right to permit Stadium Premises Tenants to maintain and use, in connection with Stadium Events, an approximately ten (10) foot wide, non-exclusive pedestrian access easement appurtenant to the real property designated as Lot 1 on the Map ("**Lot 1 Pedestrian Easement**"). The Lot 1 Pedestrian Easement is located along the area generally adjacent to the northern boundary of the Land, as more specifically described in the attached Exhibit E incorporated herein, and shown on the attached Exhibit E-1 incorporated herein ("**Lot 1 Pedestrian Access Easement Area**").

3. Notice. The parties have executed and recorded this Memorandum to give notice of the Amendment and their respective rights and obligations under the Amendment to all third parties. The Amendment is incorporated by reference in its entirety in this Memorandum. In the event of any conflict or inconsistency between this Memorandum and the Amendment, the Amendment shall control.

4. Counterparts. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the parties have caused this Memorandum to be executed by their duly appointed representatives as of the date first above written.

CITY OF SANTA CLARA
a municipal corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

JENNIFER SPARACINO
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050

ATTEST:

ROD DIRIDON, JR.
City Clerk

“CITY”

SAN FRANCISCO FORTY NINERS, LIMITED
a California limited partnership

JOHN EDWARD YORK
President
4949 Centennial Boulevard
Santa Clara, CA 95054

“LESSEE”

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ personally
(insert name and title of the officer)
appeared _____

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ personally
(insert name and title of the officer)

appeared _____

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature

(Seal)

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

San Francisco Forty Niners, Limited
4949 Centennial Boulevard
Santa Clara, CA 95054
Attention: Larry McNeil, CFO

FOR RECORDER'S USE ONLY

APN: _____

FIRST AMENDMENT TO RESERVATION OF EASEMENT RIGHTS AGREEMENT

This FIRST AMENDMENT TO RESERVATION OF EASEMENT RIGHTS AGREEMENT (this "**Amendment**") is made as of the ____ day of _____, 2012, by and between the City of Santa Clara, a California municipal corporation ("**City**") and the San Francisco Forty Niners, Limited, a limited partnership ("**Lessee**").

RECITALS

A. Lessee, as the San Francisco Forty-Niners, LTD., acquired from City a leasehold interest in unimproved real property described as the "Land" in that certain Lease Agreement dated as of February 12, 1987 ("**Original Lease**"), which area of real property was expanded to include the "Additional Land" described in that certain Amendment No. 1 to Lease Agreement dated as of September 30, 1987 ("**Amendment No. 1**", and together with the Original Lease, collectively, the "**Lease**"). As used in this Amendment, the Land and the Additional Land shall hereinafter be referred to as the Land.

B. Concurrently upon entering into Amendment No. 1, City and Lessee entered into that certain Reservation of Easement Rights Agreement dated September 30, 1987, and recorded in the Official Records of Santa Clara County as Instrument No. 9461855, Book K321, Page 233 ("**Reservation of Easement Rights Agreement**"), pursuant to which City reserved certain easements in the Land for the transmission of electric energy and communication purposes, including such easements located in the City Easement Area (defined in the Reservation of Easement Rights Agreement), together with rights-of-way in connection with such easements.

C. Concurrently with the execution of this Amendment, City and Lessee entered into that certain, Amendment No. 2 to Lease Agreement pursuant to which City and Lessee terminated the Lease as to a portion of the Land including most of the Land comprising the City Easement Area..

D. City no longer requires the easements reserved in, and the rights-of-way in connection with, the City Easement Area, therefore, Lessee and City intend in this Amendment to terminate the Reservation of Easement Rights Agreement with respect to the entire City Easement Area.

NOW, THEREFORE, for good and valuable consideration, City and Lessee agree:

1. Quitclaim. City hereby releases, remises and quitclaims all of its right, title and interest in and to (a) its easements located in the City Easement Area as reserved under and described in the Reservation of Easement Rights Agreement, and depicted on Exhibits A and C attached to the Reservation of Easement Rights Agreement, and (b) its rights-of-way in connection with the City Easement Area, as reserved under the Reservation of Easement Rights Agreement.

2. Partial Termination of Reservation of Easement Rights Agreement. City and Lessee hereby terminate the Reservation of Easement Rights Agreement as to, and in connection with, the City Easement Area.

3. Effect of Amendment. Except to the extent the Reservation of Easement Rights Agreement is modified by this Amendment, the remaining terms and provisions of the Reservation of Easement Rights Agreement shall remain unmodified and in full force and effect. In the event of conflict between the terms of the Reservation of Easement Rights Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.

4. Entire Agreement. This Amendment embodies the entire understanding between City and Lessee with respect to its subject matter and can be changed only by an instrument in writing signed by City and Lessee.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Amendment.

6. Authority. Lessee represents that the individual executing this Amendment is duly authorized to execute and deliver this Amendment for Lessee. Each individual executing this Amendment for City represents that he or she is duly authorized to execute and deliver this Amendment for City.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment effective as of the day and year first above written.

CITY OF SANTA CLARA,
a municipal corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

JENNIFER SPARACINO
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050

ROD DIRIDON, JR.
City Clerk

“CITY”

SAN FRANCISCO FORTY NINERS, LIMITED,
a California limited partnership

JOHN EDWARD YORK
President
4949 Centennial Boulevard
Santa Clara, CA 95054

“LESSEE”

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA CLARA)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Notary Public

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA CLARA)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.