

Recording Requested By and  
When Recorded Return To:

City of San José  
Office of Economic Development  
200 E. Santa Clara St., 17 Floor  
San Jose, California  
Attention: Director of Economic Development

RECORDED WITHOUT FEE  
PER GOVERNMENT CODE  
SECTIONS 6103 AND 27383

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(Space above reserved for Recorder's Use)

## **NORTH TOWER PARKING AGREEMENT**

This North Tower Parking Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_, 2019 ("Date of Agreement"), by and between THE CITY OF SAN JOSE ("City"), a municipal corporation, and ADOBE INC., a Delaware corporation ("Adobe").

### **RECITALS**

A. Adobe proposes to expand its existing headquarters by constructing a new 18-story approximately 1.3M square foot tower (the "Building") that includes up to approximately 700,000 square feet of headquarters expansion space, approximately 8,000 square feet of ground floor retail, and a parking garage containing approximately 1,200 parking spaces in two floors below-grade and six floors above-grade (the "North Tower Parking Garage"). The Building is situated on 2.49 acres of real property with a street address of 333 West San Fernando Street, San Jose, CA, as described on Exhibit A (the "Property"). In connection with the construction of the Building, Adobe is also constructing a pedestrian bridge (the "Pedestrian Bridge") spanning West San Fernando Street to provide a secure pedestrian connection between the Building and Adobe's existing headquarters to the south located at 345 Park Avenue, San Jose, CA pursuant to a Major Encroachment Permit ("Encroachment Permit") to be issued by the City.

B. The parties acknowledge that the City has a need for public parking for the Downtown Core area of the City to satisfy multiple municipal goals, t the Building is not currently subject to public parking requirements, and the primary purpose of the North Tower Parking Garage is to serve Adobe's business operations.

C. Pursuant to that certain Memorandum of Understanding entered into between Adobe and the City in or around November 2017 ("MOU"), Adobe agreed (among other things) to consider voluntarily making up to 1,000 parking spaces in the North Tower Parking Garage available to the general public during certain hours and subject to certain terms to be negotiated between the parties, and the City (among other things) agreed to consider issuing the Encroachment Permit for the Pedestrian Bridge.

D. This Agreement is intended to implement the MOU and to set forth the terms for the use of the North Tower Parking Garage by the public from and after completion of the Building and the Pedestrian Bridge. The terms of this Agreement regarding the Parking Garage are covenants that are intended to run with the land and to be obligations attached to the Property during the term of this Agreement. For purposes of this Agreement, the term “Adobe” shall mean and refer to the fee owner of the Property (whether such owner is Adobe or any successor owner of the Property).

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

### **1. NORTH TOWER PARKING GARAGE**

#### **1.1 Public Use of North Tower Parking Garage.**

(a) Parking by Building Users. The entire North Tower Parking Garage shall be available for use by the occupants of the Building (including employees, guests and visitors, “Building Users”) twenty-four (24) hours a day, seven days a week, unless the Adobe, in its sole and absolute discretion, shall establish different hours for the use of the North Tower Parking Garage by Building Users. Parking Level 6 shall at all times be for the sole and exclusive use of the Building Users and shall not be available for parking by the general public. This Agreement shall not restrict Adobe’s sole and absolute right to establish parking rates, rules and regulations applicable to Building Users’ use of the North Tower Parking Garage.

(b) Public Parking Area. Parking Levels B2 to Parking Level 5 of the Parking Garage, providing approximately 1,000 parking spaces as shown on Exhibit B, together with those areas necessary for ingress and egress to such portions of the Parking Garage (collectively, the “Public Parking Area”), shall be available for use by the general public during the “Hours of Public Use” described below.

(c) Hours of Public Use. The Public Parking Area shall be open to the general public Monday through Friday from 6:30 p.m. to 2:00 a.m. and Saturday, Sunday, and generally recognized holidays from 10:00 a.m. to 2:00 a.m. (collectively the “Hours of Public Use”). At all other times, the Adobe shall have the exclusive control over the entire North Tower Parking Garage for the exclusive use of the Building Users. If requested by Adobe, the City and Adobe shall meet to discuss and determine if the Hours of Public Use warrant any reduction; and in the event that Adobe is operating the Public Parking Area at a loss, the City and Adobe shall meet to discuss and determine operational changes to the Public Parking Area and Hours of Public Use so as to not operate the Public Parking Area during the Hours of Public Use at a loss to Adobe.

(d) Parking Rates. Adobe shall have the right, using its reasonable judgment, to establish the rates charged for public parking in the Public Parking Area; provided, however, Adobe shall not set rates to intentionally discourage the public’s use of the Public Parking Area.

(e) Term and Termination. The term of this Agreement shall commence as of the Date of Agreement and shall remain in effect until terminated pursuant to this Section 1.1(e).

Adobe's obligation to make the Public Parking Area available to the public under this Agreement shall commence upon the City's issuance of a final certificate of occupancy for the Building, including the Pedestrian Bridge (subject to a valid Encroachment Permit substantially consistent with the form attached as Exhibit B to the MOU). The term of this Agreement shall continue until the earliest to occur of any of the following: (a) July 1, 2040, (b) termination by its terms of that certain] SECOND AMENDED AND RESTATED ARENA MANAGEMENT AGREEMENT executed as of August 15, 2018, by and between the City and SAN JOSE ARENA MANAGEMENT, LLC, a Delaware limited liability company ("Sharks Agreement"), (c) the mutual written agreement of the parties terminating this Agreement, or (d) the life of the Building and Pedestrian Bridge, subject to the following:

(i) Adobe shall have the right, in its reasonable business judgment to either: (A) modify the Public Parking Area by (1) decreasing the number of parking spaces available to the public, (2) modifying the location of the Public Parking Area within the Parking Garage, or (3) modifying the Hours of Public Use; or (B) terminate this Agreement in its entirety.

(ii) Notwithstanding the foregoing, Adobe shall only have the right to modify or terminate this Agreement if, in Adobe's reasonable business judgment taking into account the intent of the parties for this Agreement and after good faith consultations with the City, Adobe determines that any one of the following have occurred: (A) public parking in the North Tower Parking Garage is no longer needed to serve the public, or the number of parking spaces in the Public Parking Area or the Hours of Public Use can be reduced, because of a reduction in the need to provide parking to the public (e.g., a comparable amount of other parking has become available in the Downtown Core area of the City that is available to the general public, or the parking needs of the public has changed so that the public does not use as much parking as on the date of this Agreement, or the needs of the public or are satisfied by other means, and the parties hereby agree that in the event the amount of parking required to be provided by the Sharks Agreement has been met by other parking, this requirement 1.1(e)(ii)(A) will be satisfied for the purposes of this Agreement); (B) continuing to provide parking in the Public Parking Area during the Hours of Public Use has become financially burdensome (e.g., the cost of providing some or all of the parking in the Public Parking Area has increased to a point where it is substantially greater than the value of the parking revenue from the Public Parking Area or negatively impacts or interferes with Adobe's business operations); or (C) continuing to provide some or all of the parking in some or all of the Public Parking Area during some or all of the Hours of Public Use has become a security risk to Adobe's business operations.

(iii) Adobe shall use commercially reasonable efforts to provide the City at least six (6) months' prior written notice of any plan to permanently modify or terminate the public parking in the North Tower Parking Garage as provided in this section. In the event Adobe determines, in accordance with and having complied with Section 1.1(e)(ii) and this Section 1.1(e)(iii), to either permanently modify the Public Parking Area or has determined that it has the right to terminate this Agreement, Adobe shall notify the City in writing of its determination ("Determination Letter") and shall thereafter have the affirmative and immediate right to implement such modification (which in the case of a termination determination means no obligation to provide any public parking) pending any additional consultation if requested by the City as set forth below in this Section 1.1(e)(iii). At the written request of the City, if received by Adobe within 6 (six) months from the City's receipt of Adobe's Determination Letter, Adobe shall,

for no longer than eighteen (18) months from Adobe's receipt of the City's written request, continue to use good faith and commercially reasonable efforts to meet and confer with the City to determine if there are mutually acceptable method(s), at the City's sole cost and expense, to remedy the basis for Adobe's Determination Letter. If the parties identify mutually acceptable methods to remedy the basis for the Determination Letter, the parties shall use good faith and commercially reasonable efforts to document the implementation of such remedy by written modification of this Agreement (including any necessary provisions for specifications of the remedy, the performance of the work necessary, the method of City payment and any resulting tax or other consequences to Adobe, and appropriate liability protection for Adobe) ("Parking Agreement Amendment").

(iv) Adobe shall have, in its commercially reasonable discretion, the right to temporarily reduce the number of parking spaces and/or hours available to the public in order to perform maintenance activities on Parking Garage and/or the Building and/or address temporary security, management or operation needs that may arise from time to time.

(f) Independent Parking Management. At the election of Adobe, in its sole discretion, Adobe may contract with, or grant a concession to, a third-party entity experienced in the management and operation of commercial parking garages to staff and operate the North Tower Parking Garage.

## **1.2 Maintenance of Public Parking Area.**

(a) During the term of this Agreement, Adobe shall operate and maintain the Public Parking Area, as provided herein. Adobe shall ensure that such Public Parking Area is maintained and operated in a first-class condition. All Public Parking Area improvements repaired or replaced under this Section 1.2 shall be repaired or replaced with materials, apparatus and facilities of quality at least equal to the quality of the materials, apparatus and facilities repaired or replaced. Adobe's obligation to maintain and operate shall include, but not be limited to, the following:

(i) Paving and Curbs. Maintaining all paved surfaces, including parking areas, and curbs of the Public Parking Area in a smooth and evenly covered condition, which maintenance work shall include, without limitation, cleaning, sweeping, restriping, repairing and resurfacing of the parking area, driveway areas and curbs, using surfacing material of an appearance and quality equal or superior to the original surfacing material.

(ii) Sweeping. Removal of all papers, debris, filth and refuse, and washing and sweeping the Public Parking Area to the extent necessary to keep the Public Parking Area in a first-class, clean and orderly condition, and washing down and/or cleaning all hard surfaces including brick, metal, concrete, glass, wood and other permanent poles, walls or structural members as required.

(iii) Directional Signs and Markers. Placing, keeping in repair, replacing and repainting any appropriate directional signs, markers and lines.

(iv) Lighting. Operating, keeping in repair, cleaning and replacing and/or reballasting when necessary any Public Parking Area lighting facilities as may be

reasonably required, including all lighting necessary or appropriate for Public Parking Area security.

(v) Utilities. Maintaining, cleaning and repairing any and all common storm drains, utility lines, sewers and other utility systems and services located in the Public Parking Area which are necessary for the operation of the Public Parking Area.

(vi) Obstruction. Keeping the Public Parking free from obstructions not required or permitted hereunder.

(vii) Signs. Maintaining and repairing all signs in the Public Parking Area.

(viii) Sidewalks. Cleaning, maintenance and repair of all sidewalks.

(ix) Governmental Requirements. Complying with all applicable requirements of governmental agencies.

(x) Drainage. Maintaining all surface and storm lateral drainage systems.

(b) In the event City believes that Adobe has failed to perform any of the maintenance obligations set forth in this Section 1.2, the City notify Adobe in writing of the nature of any breach or failure to perform, with sufficient specificity (“Notice of Breach”). Adobe shall, within thirty (30) days of the Notice of Breach, commence, diligently proceed using best efforts and carry out to completion all actions necessary to correct the breach or failure to perform and prevent its recurrence. If in Adobe’s reasonable business judgment, the breach or failure to perform is incapable of cure within thirty (30) days, Adobe shall notify the City in writing of the number of days in which Adobe shall complete its cure, and shall continue to diligently proceed to cure using its best efforts and carry out to completion all actions necessary to correct the breach or failure to perform and prevent its recurrence. So long as Adobe has commenced and is using its best efforts to carry out to completion all actions necessary to correct the breach or failure to perform, Adobe shall not be in default under this Agreement. If the Adobe does not cure the breach or failure to perform to the City’s reasonable satisfaction, Adobe shall be in default, and Adobe hereby grants to the City any consent or right necessary for the City to remedy such default. Adobe shall be responsible for all of the City’s costs to remedy the default and the Permittee shall reimburse the City for its costs within sixty (60) days of the City’s invoice therefore; provided, however, that if Adobe had notified City within such sixty (60) day period after receipt of City’s Notice that Adobe disputed the failure alleged by City, Adobe shall not be obligated to make such payment to City unless and until it has been determined by a binding court proceeding that such failure alleged by City was in fact an obligation of Adobe hereunder (and the parties agree to file a declaratory relief action in superior court and to pursue such action to completion as promptly as possible). The parties agree that each party shall be responsible for its own costs, including, without limitation, attorneys’ fees with regard to any such court proceeding.

## 2. INSURANCE

During the term of this Agreement, Adobe- shall maintain Commercial General Liability Insurance (including Garage Keepers Legal Liability coverage) with a combined single limit of at least \$5,000,000, and statutory coverage for Workers Compensation Insurance. Adobe shall furnish the City with certificates of insurance naming the City of San Jose and City as additional insureds on the Commercial General Liability policy. Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

City of San José  
c/o Risk Management  
200 East Santa Clara Street  
San Jose, CA 95113-1905

## 3. MISCELLANEOUS

**3.1 Force Majeure.** All obligations in this Agreement shall not be deemed to be in default and all performance shall be extended where such delays are due to: war; insurrection; strikes and labor disputes; lockouts; riots; earthquakes; floods; fires; casualties; condemnation; acts of God; acts of terrorism or the public enemy; epidemics; quarantine restrictions; litigation and arbitration, including court delays or compliance with court orders; environmental conditions; acts or omissions of the other Party; or acts or failures to act of any public or governmental agency or entity (except that acts or failures to act of City shall not excuse performance by City); or moratorium. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within ninety (90) days of such Party's actual knowledge of the commencement of the cause.

**3.2 Condemnation.** If all or a portion of the Building, including the North Tower Parking Garage, shall be taken for any public or quasi-public purpose or use under any statute, or by right of eminent domain, or by private purchase by any public authority in lieu of the exercise of the right of eminent domain, this Agreement shall be deemed amended (or terminated) by any resulting reduction in (or elimination of) the Public Parking Area resulting from such condemnation. In case of such taking, whether of all or any part of the Property, and regardless of whether this Agreement survives, the entire award shall belong solely to Adobe.

**3.3 Mortgagee Protection.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of Adobe to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, of this Agreement whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise. In the event of a default on the part of Adobe hereunder, the City shall give notice to any beneficiary of a deed of trust or mortgage whose address has been furnished to the City, and the City shall offer such beneficiary or mortgagee a reasonable opportunity to cure the default, including obtaining possession of the Site by power of sale or a

judicial foreclosure, if the beneficiary has such authority and such a remedy is necessary to effect a cure.

**3.4 Integrated Agreements.** This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

**3.5 Successors and Assigns.** The terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

**3.6 Notices.** If at any time after the execution of this Agreement it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally or by depositing the same in the certified United States mail, return receipt requested, postage prepaid, and (a) if intended for City shall be addressed to:

If to City:  
City of San José  
200 East Santa Clara Street, 17Floor  
San Jose, CA 95113  
Attn: Director of Economic Development  
With a copy to:  
City Attorney  
200 East Santa Clara Street, 16th Floor  
San Jose, CA 95113

If to Adobe:  
Adobe Inc.  
345 Park Ave., San Jose, CA 95110,  
Attn: General Counsel  
Attn: Kenton Walker – kewalker@adobe.com

With a copy to:  
Adobe Inc.  
345 Park Ave., San Jose, CA 95110,  
Attn: Director of Real Estate  
Attn: Scott Ekman – ekman@adobe.com

With a copy to:  
Adobe Systems Incorporated  
345 Park Ave., San Jose, CA 95110,  
Attn: San Jose Site Operations Manager  
Attn: Chris Ross – [chross@adobe.com](mailto:chross@adobe.com)

or to such other address as either party may designate by notice in accordance with this Section 3.3. Any notice so mailed shall be deemed to have been given on the delivery date or the date delivery is refused by the addressee, as shown on the return receipt. In the event a postal strike shall be in progress at the time a notice is given or served, such notice shall not be deemed given or served unless and until a copy thereof is personally delivered to the parties entitled thereto.

**3.7 Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

**3.8 Captions.** The captions used herein are for convenience of reference only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

**3.9 Time of Essence.** Time is of the essence of each and all of the agreements, covenants and conditions of this Agreement.

**3.10 Approvals.** Any approvals required of any party hereunder (excepting approvals specified to be in the “discretion” or “sole discretion” of a party, or words of like import) shall not be unreasonably withheld and, where a time period therefor is not specified, shall not be unreasonably delayed.

**3.11 Governing Law.** This Agreement shall be interpreted in accordance with and governed by the laws of the State of California. The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against either party.

**3.12 Estoppel Certificates.** Any party to this Agreement shall, promptly upon the request of any other party, execute, acknowledge and deliver to or for the benefit of any other party, at any time, from time to time, and at the expense of the party, requesting a certificate as hereinbelow described, promptly upon request, its certificate certifying (1) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, as modified, and stating the modifications), (2) whether there are then existing any charges, offsets or defenses against the enforcement of any agreement, covenant or condition hereof on the part of the party requesting the certificate to be performed or observed (and, if so, specifying the same), (3) whether there are then existing any defaults on the part of the party requesting the certificate known to the party delivering the certificate in the performance or observance of any agreement, covenant or condition hereof to be performed or observed and whether any notice has been given of any default which has not been cured (and, if so, specifying the same), and (4) any other matters reasonably requested.

**3.13 Modifications.** This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the parties hereto.

**3.14 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by proper persons thereunto duly authorized as of the date first hereinabove written.



*Signatures to follow on next page*

**CITY:**

Approved as to form:

**THE CITY OF SAN JOSE**

\_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_  
Name: Lee Wilcox\_\_\_\_\_  
Title: Chief of Staff\_\_\_\_\_

CALIFORNIA CIVIL CODE §1189: A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
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STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_,  
a 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 \_\_\_\_\_  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Commission Expiration Date \_\_\_\_\_

[SEAL]



## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

August 1, 2018  
Job #A16036  
Page 1 of 5

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**FOR: LOT LINE ADJUSTMENT FOR THE LANDS OF ADOBE SYSTEMS**  
**INCORPORATED AND KBSIII ALMADEN FINANCIAL PLAZA, LLC**

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

**ADJUSTED PARCEL A**

Being a portion of that land as described in Exhibit A-1 in those certain Correction Grant Deeds recorded August 10, 2017 as Document Numbers 23724348 and 23424349 of Official Records, Santa Clara County, being more particularly described as follows:

All of Parcel 4 as shown on that certain Parcel Map filed for record on July 24, 1979 in Book 446 of Maps, at Pages 26-27, Santa Clara County Records.

Excepting therefrom that portion described as follows:

Commencing at the southeast corner of Parcel No. 5 as said Parcel is shown on that certain Record of Survey recorded in Book 214 of Maps at Page 10 of Official Records, Santa Clara County Records, said point of commencement also being the point of intersection of the northerly right-of-way line of West San Fernando Street and the westerly right-of-way line of Vine Street as said streets are shown on said Record of Survey;

Thence from said point of commencement along the said northerly right-of-way line of West San Fernando Street South 60° 04' 35" West, 315.05 feet;

Thence continuing along said northerly right-of-way line of West San Fernando South 60° 07' 07" West, 141.13 feet;

Thence leaving said northerly right-of-way line at right angles North 29° 52' 53" West, 171.00 feet;

Thence at right angles South 60° 07' 07" West, 64.00 feet to the Point of Beginning of this description;

Thence from said Point of Beginning at right angles in a Southeasterly direction, South 29° 52' 53" East, 119.00 feet;

Thence at right angles in a Southwesterly direction South 60° 07' 07" West, 150.00 feet;

Thence at right angles in a northwesterly direction North 29° 52' 53" West, 119.00 feet;

Thence at right angles in a northeasterly direction North 60° 07' 07" East, 150.00 feet,

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to the Point of Beginning.  
Excepting therefrom that portion described as follows:

Commencing at the southeast corner of Parcel No. 5 as said parcel is shown on that certain Record of Survey recorded in Book 214 of Maps at Page 10, Santa Clara County Records, said point of commencement also being the point of intersection of the northerly right-of-way line of West San Fernando Street and the westerly right-of-way line of Vine street as said streets are shown on said Record of Survey;

Thence from said point of commencement along the said northerly right-of-way line of West San Fernando street South  $60^{\circ} 04' 35''$  West 315.05 feet;

Thence continuing along said northerly right-of-way line of West San Fernando Street South  $60^{\circ} 07' 07''$  West, 141.13 feet;

Thence leaving said right-of-way line at right angles North  $29^{\circ} 52' 53''$  West, 171.00 feet;

Thence at right angles South  $60^{\circ} 07' 07''$  West, 64.00 feet to the Point of Beginning of this description;

Thence continuing South  $60^{\circ} 07' 07''$  West 170.51 feet to a point on the easterly right-of-way line of the Guadalupe Freeway;

Thence along the said easterly right-of-way line North  $07^{\circ} 47' 35''$  West, 82.02 feet;

Thence leaving said easterly right-of-way line North  $60^{\circ} 07' 07''$  East, 139.66 feet;

Thence at right angles South  $29^{\circ} 52' 53''$  East, 76.00 feet to the Point of Beginning.

Excepting therefrom that portion described as follows:

Beginning at the northerly corner of said Parcel 4;

Thence along the east line of said parcel, South  $29^{\circ} 54' 59''$  East, 312.55 feet to a corner;

Thence South  $60^{\circ} 07' 07''$  West, 25.21 feet;

Thence North  $29^{\circ} 51' 11''$  West, 275.88 feet to the west line of said Parcel 4 on the Guadalupe Parkway;

Thence along said west line North  $07^{\circ} 47' 35''$  West, 39.57 feet to the northwest line of said parcel;

Thence along said parcel line North  $60^{\circ} 06' 24''$  East, 10.00 feet to the Point of Beginning.

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**Excepting therefrom Area 1 described as follows:**

Commencing at the southwesterly corner of Parcel 6 as shown on that certain Parcel Map filed for record on July 24, 1979 in Book 446 of Maps at Pages 26-27, Santa Clara County Records said point also being on the easterly right of way of Guadalupe Freeway (State Route 87);

Thence southerly along said right-of-way line South 07°47'35" East, 39.57 feet to the westerly line of Parcel Four as described in that certain Grant Deed recorded September 23, 2015 as Document Number 23088470 of Official Records, Santa Clara County.

Thence along said westerly line South 29°51'11" East, 265.38 feet to the Point of Beginning;

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

1. South 60°08'49" West, 3.50 feet;
2. South 29°51'11" East, 10.50 feet to a point on the northerly line of Parcel Two as described in that certain Grant Deed recorded September 26, 2002 as Document Number 16503027 of Official Records, Santa Clara County.

Thence along said northerly line North 60°07'07" East, 3.50 feet to said westerly line;

Thence along said westerly line North 29°51'11" West, 10.50 feet to the Point of Beginning.

**In addition thereto Area 2 described as follows:**

Commencing at the southwesterly corner of Parcel 6 as shown on that certain Parcel Map filed for record on July 24, 1979 in Book 446 of Maps at Pages 26-27, Santa Clara County Records, said point also being on the easterly right of way of Guadalupe Freeway (State Route 87);

Thence southerly along said right-of-way line South 07°47'35" East, 39.57 feet to the westerly line of Parcel Four as described in that certain Grant Deed recorded September 23, 2015 as Document Number 23088470 of Official Records, Santa Clara County.

Thence along said westerly line South 29°51'11" East, 275.88 feet to a point on the northerly line of Parcel Two as described in that certain Grant Deed recorded September 26, 2002 as Document Number 16503027 of Official Records, Santa Clara County.

Thence along said northerly line of Parcel Two and a southerly line of Parcel 5 of said Parcel Map North 60°07'07" East, 211.84 feet to a point on a southwesterly line of Parcel 5 of said Parcel Map;

Thence along said southwesterly line South 29°52'53" East, 37.64 feet to the Point of Beginning;

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

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1. North 60°07'07" East, 11.00 feet;
2. South 29°54'59" East, 3.37 feet to a point on a southeasterly line of said Parcel 5.

Thence along said southeasterly line South 60°07'07" West, 11.00 feet to a point on the southwesterly line of said Parcel 5;

Thence along said southwesterly line North 29°52'53" West, 3.37 feet the Point of Beginning.

Containing 1.812 ± Square Feet.

**ADJUSTED PARCEL B**

Being a portion of Parcel 5 as shown on that certain Parcel Map filed for record on July 24, 1979 in Book 446 of Maps at Pages 26-27, Santa Clara County Records, Parcel Four as described in that certain Grant Deed recorded September 23, 2015 as Document Number 23088470 of Official Records, Santa Clara County, and being a portion of that land as described in Exhibit A-1 in those certain Correction Grant Deeds recorded August 10, 2017 as Document Numbers 23724348 and 23424349 of Official Records, Santa Clara County, and being more particularly described as follows:

Beginning at the southerly corner of Parcel 6 as shown on said Parcel Map, said point also being on the easterly right of way of Guadalupe Freeway (State Route 87);

Thence along said right-of-way line South 07°47'35" East, 39.57 feet to the westerly line of Parcel Four of said Grant Deed;

Thence along said westerly line South 29°51'11" East, 265.38 feet;

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

1. South 60°08'49" West, 3.50 feet;
2. South 29°51'11" East, 10.50 feet to a point on the northerly line of Parcel Two as described in that certain Grant Deed recorded September 26, 2002 as Document Number 16503027 of Official Records, Santa Clara County;

Thence along said northerly line of Parcel Two and a southerly line of said Parcel 5 North 60°07'07" East, 215.34 feet to a point on the southwesterly line of said Parcel 5;

Thence along said southwesterly line South 29°52'53" East, 37.64 feet;

Thence leaving said southwesterly line North 60°07'07" East, 11.00 feet;

Thence South 29°54'59" East, 209.37 feet to a point on the northwesterly right-of-way line of West San Fernando Street as shown on said Parcel Map;

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Thence easterly along said right-of-way line the following two (2) courses and distances:

1. North 60°07'07" East, 10.00 feet;
2. North 60°04'35" East, 30.00 feet to the easterly corner of said Parcel 5;

Thence leaving said right-of-way line along the easterly lines of said Parcel 5 the following five (5) courses and distances:

1. North 29°54'59" West, 246.97 feet;
2. North 60°07'07" East, 24.86 feet;
3. North 29°53'36" West, 312.61 feet;
4. South 60°06'24" West, 25.00 feet;
5. North 29°54'59" West, 129.90 feet to a point on the southeasterly right-of-way line of West Santa Clara Street;

Thence westerly along said right-of-way line the following two (2) courses and distances:

1. South 60°06'54" West, 30.00 feet;
2. South 60°06'52" West, 10.00 feet to a point on the northerly corner of said Parcel 6;

Thence leaving said right-of-way line along the northeasterly and southeasterly lines of said Parcel 6 the following two (2) courses and distances:

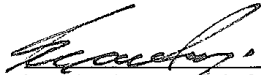
1. South 29°54'59" East, 129.90 feet;
2. South 60°06'24" West, 207.60 feet to the Point of Beginning.

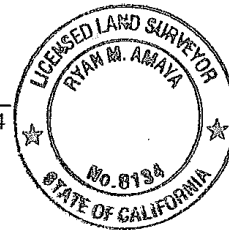
Containing 2.414 ± Square Feet.

As shown on EXHIBIT "B" attached hereto, and by this reference made a part hereof.

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

Date 8-1-18

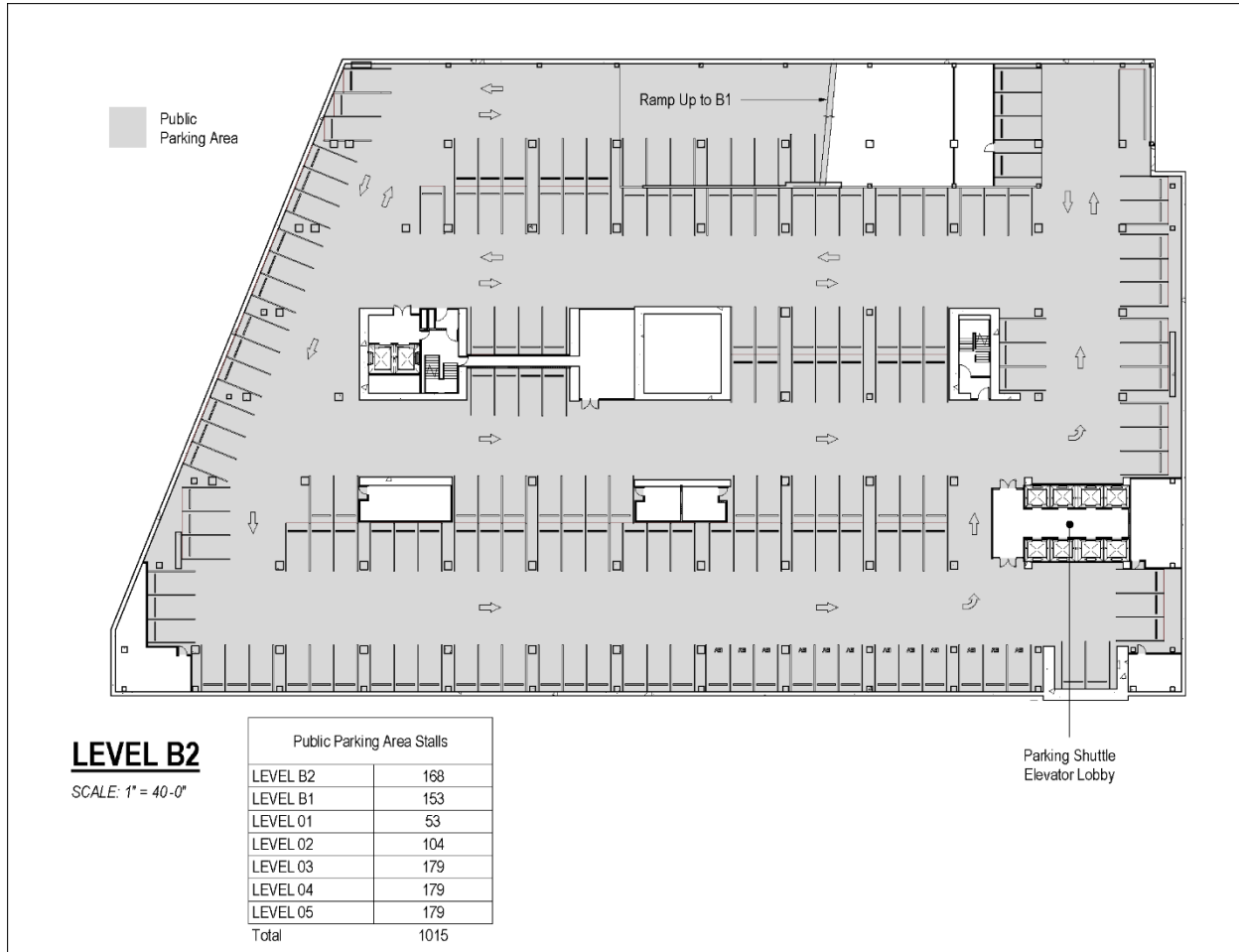
  
Ryan M. Amaya, L.S. 8134



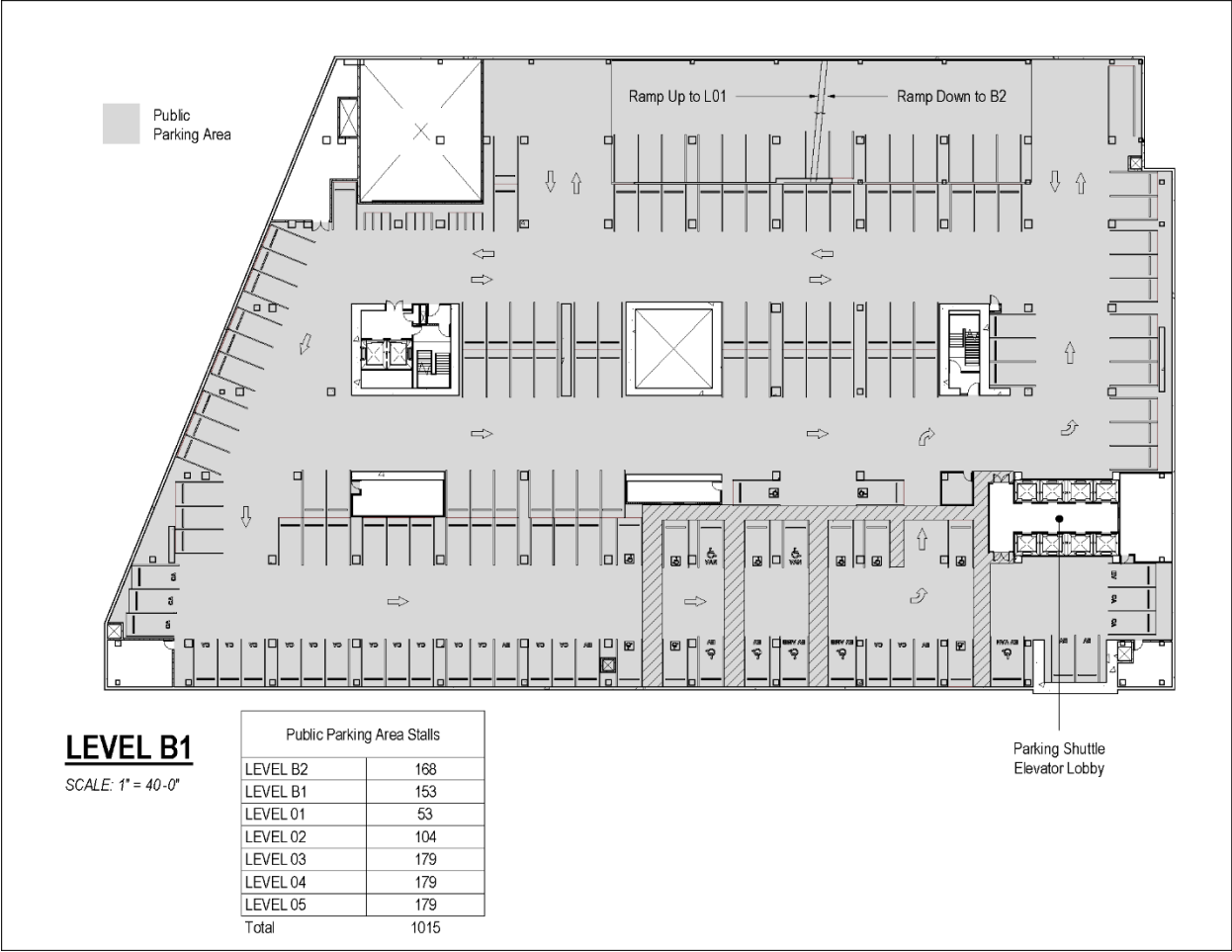
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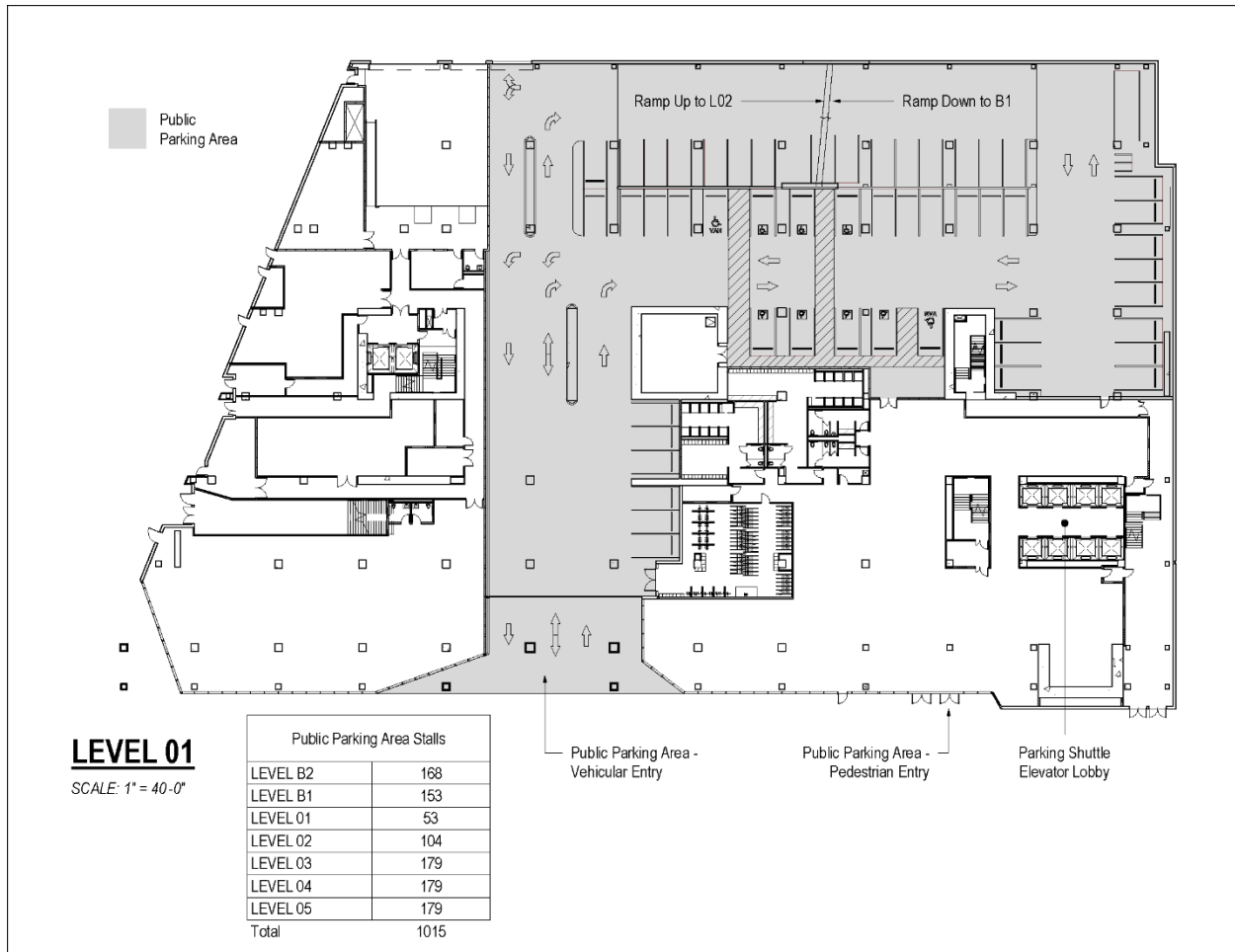
## **EXHIBIT B**

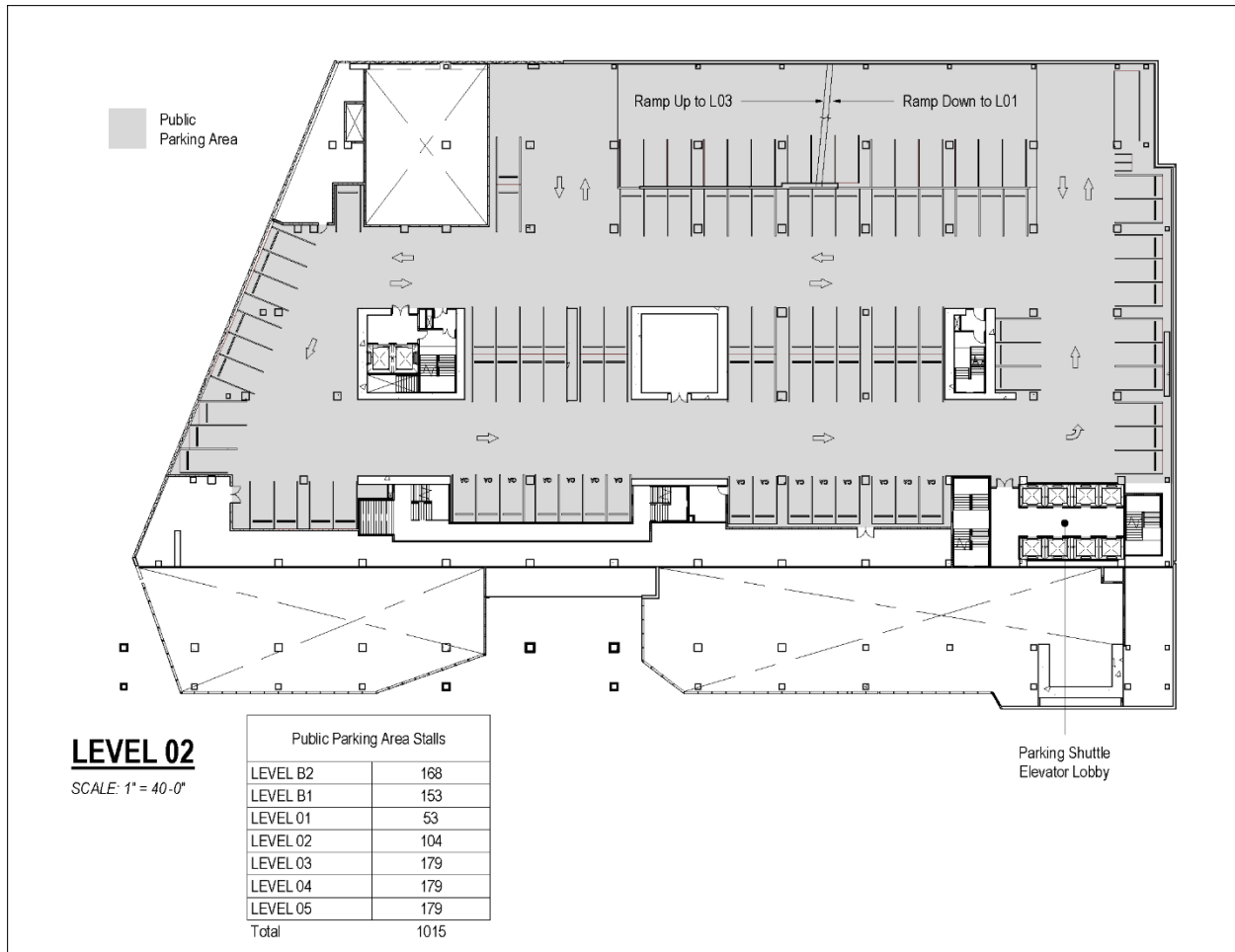
### **SITE PLAN SHOWING THE PUBLIC PARKING AREA**

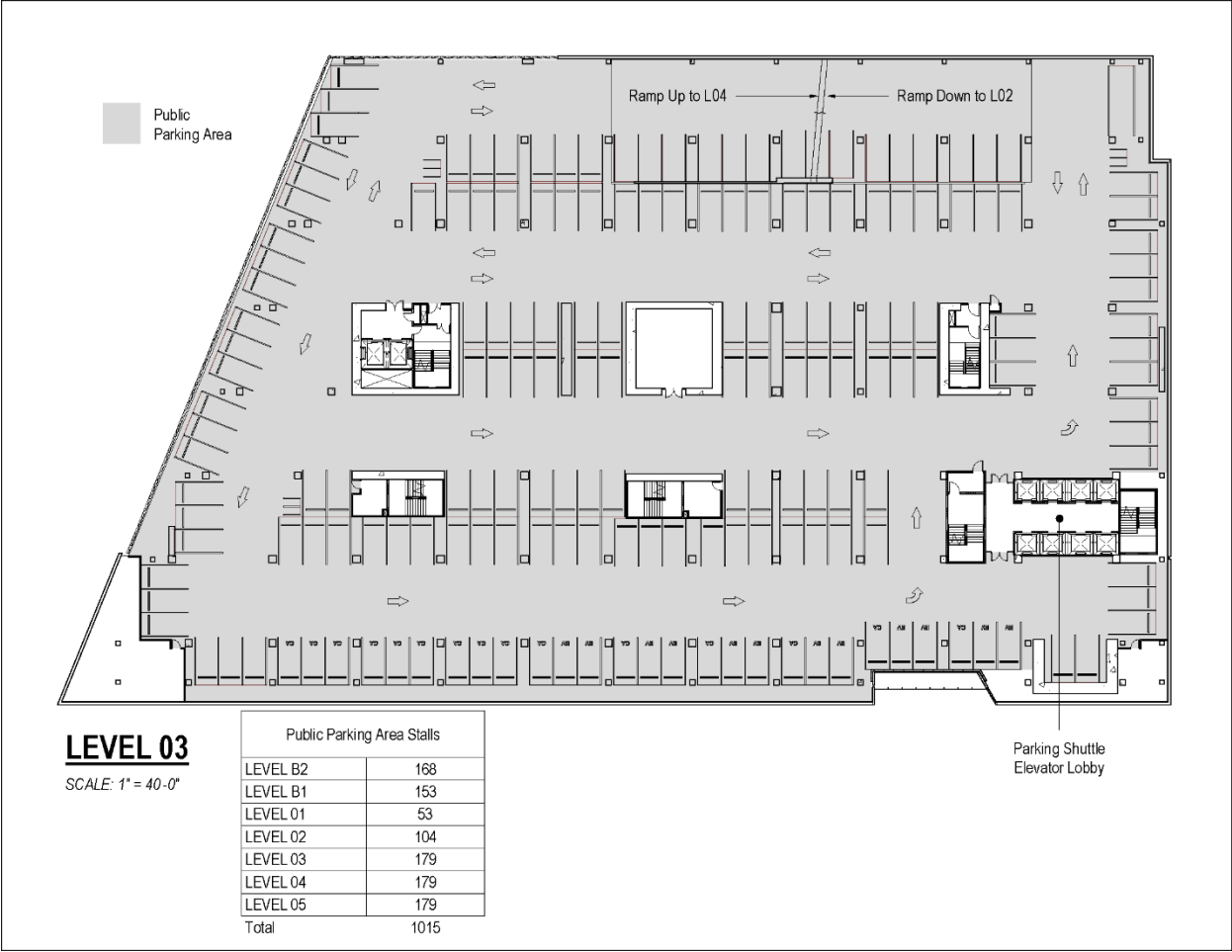


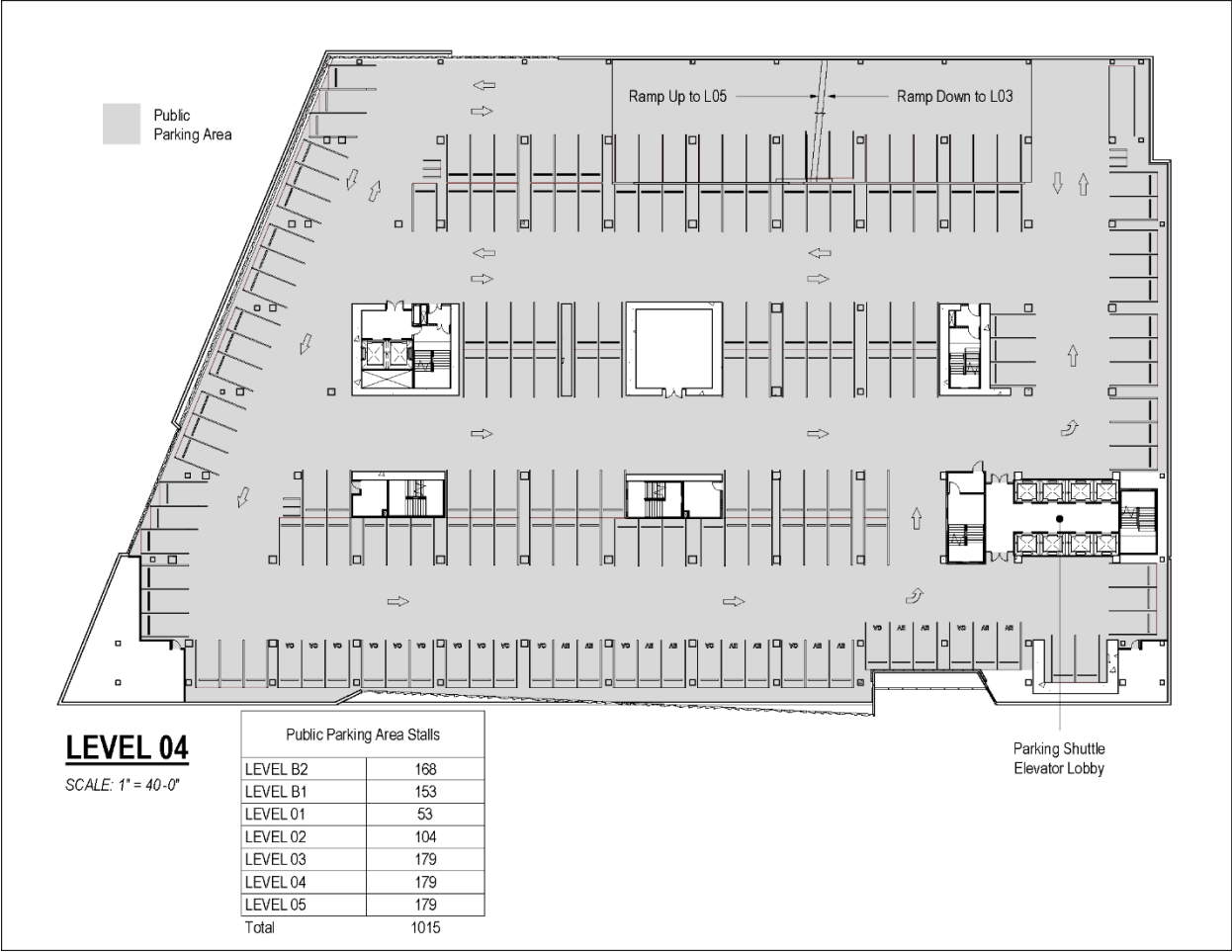


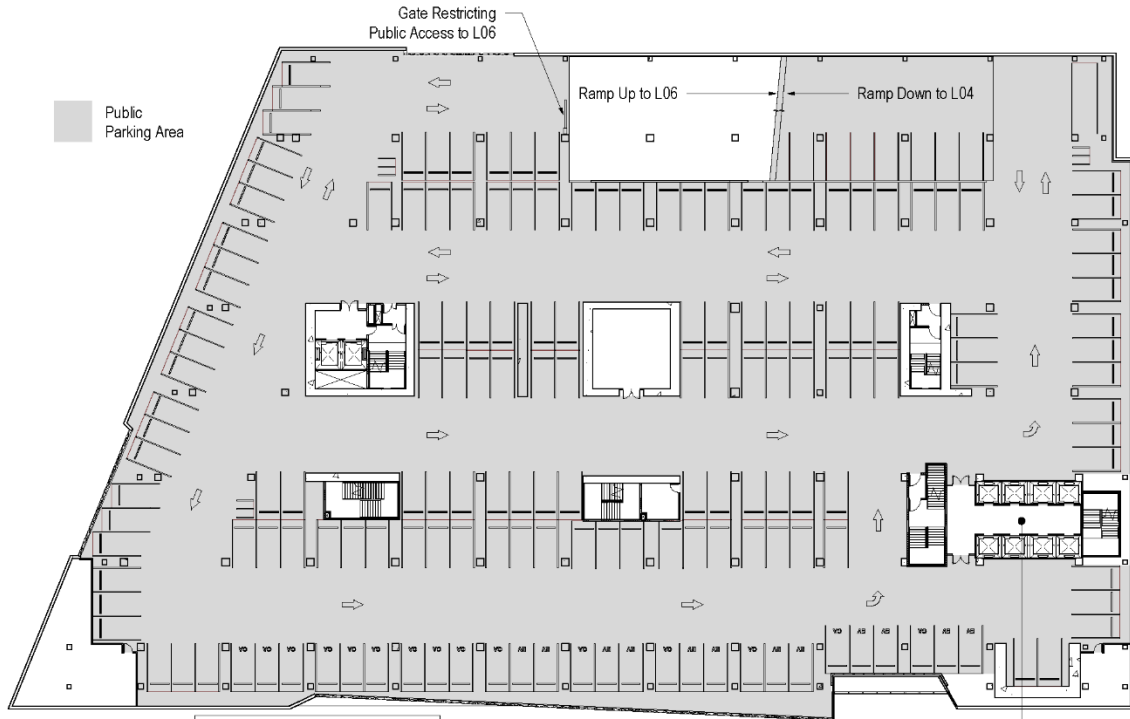












## LEVEL 05

SCALE: 1" = 40'-0"

Public Parking Area Stalls	
LEVEL B2	168
LEVEL B1	153
LEVEL 01	53
LEVEL 02	104
LEVEL 03	179
LEVEL 04	179
LEVEL 05	179
Total	1015