



Meeting Date: June 19, 2012

SUBJECT: Approval of a No-Build Easement and Outdoor Dining License Agreement and Bus Shelter on Plaza del Sol.

BACKGROUND

No-Build Easement and Outdoor Dining License

Plaza del Sol is a large public plaza in downtown Sunnyvale, within the boundaries of the Redevelopment Project Area. The Plaza was owned by the Sunnyvale Redevelopment Agency and transferred by operation of law to the Sunnyvale Successor Agency on February 1, 2012. Carmel Partners has entitlements for a private mixed-use development directly adjacent to the Plaza, which will begin construction this summer. The approved building is located immediately adjacent to the property line shared with the Plaza, which would generally prohibit openings on the north face of the building due to building and fire code regulations. In addition, a condition of approval for the Carmel Partners development is that it contains retail and restaurant uses adjacent to the Plaza to provide outdoor dining to activate the public space. To allow the approved development to proceed, a 30-foot easement is required from the Sunnyvale Successor Agency on Plaza del Sol to prohibit any structures and to provide fire and building access. Carmel Partners also requires a License Agreement from the Sunnyvale Successor Agency to allow outdoor dining on the Plaza directly adjacent to its private development. In addition, the existing bus shelter will be relocated to the Plaza per the conditions of approval for the project. The easement and the license agreement were approved by the Successor Agency's Oversight Committee on April 26, 2012 (see Attachment 1, Oversight Committee Minutes).

Staff recommends that the Successor Agency approve the No-Build Easement, Outdoor Dining License Agreement and bus shelter relocation. The City Council is also reviewing a Parcel Map related to the Carmel Partners site on June 19, 2012.

DISCUSSION

The subject actions pertain to the future Carmel Lofts project, a mixed use development that will abut the southern edge of Plaza del Sol. The development will consist of four stories of residential (133 apartment units) over 8,000 square feet of ground floor commercial space and underground parking. The

Planning Commission approved the project on November 14, 2012 and construction is expected to begin this summer.

No-Build Easement

The California Building Code limits the number of openings on structures within 30 feet of a property line for fire safety. This would have resulted in a stark façade along Plaza del Sol that essentially turns it back to the Plaza with no ability to have retail space facing the Plaza. As an alternative, a no-build easement can be granted on the adjacent property to achieve the same fire safety goal. This type of easement limits the construction of structures or other permanent features to ensure adequate separation between buildings and access for fire safety. Planter beds, movable tables and chairs and minor landscape elements are allowed within this type of easement area.

Carmel Partners has worked with City staff to develop an architectural design that enhances Plaza del Sol by carrying the same active architecture from the street facades. As part of that development, the applicant was made aware of the easement requirement. The 30 foot no-build easement was included as a condition of approval for the development by the Planning Commission. Approval of the easement will satisfy the requirements of the California Building Code and allow the building to proceed as approved (see Attachment 2, No-Build Easement).

Outdoor Dining License

Plaza del Sol is a public plaza that has been under-utilized in past years. An effective method for activating the Plaza would be to locate retail and restaurant uses directly adjacent to the public space to bring shoppers and patrons to the Plaza. The Downtown Specific Plan (DSP, p. 72) includes a goal to “establish a physical relationship between the Plaza and buildings that front the Plaza. Restaurants with outdoor dining are encouraged.” In 2008 when the preliminary design plans for the Phase II improvements to the Plaza were being developed, the City hired an urban design/architectural firm to develop conceptual plans to illustrate how the interface between private development and the public plaza could be designed to achieve the DSP goal of activating the Plaza. These design plans were reviewed by the City Council at study session in September 2008, and the Council supported the concept of having restaurants and retail uses face the Plaza with outdoor eating/seating areas.

Although the Phase II Plaza improvements were deferred, the conceptual design plans have been useful in discussions with potential applicants for development of the adjacent private property (known as Block “C” of the Town and Country site.) Carmel Partners purchased the property in 2011 for primarily residential development. Although their initial plans did not include retail and restaurant uses facing Plaza del Sol, they agreed to revise their plans to include these uses at the ground floor to conform to the DSP and achieve a

desired public benefit. Restaurant uses with outdoor eating/seating space will greatly enhance the functionality of the Plaza and will stimulate public use.

Approval of the license agreement will activate the Plaza and enhance the ability to market and attract restaurant uses to the project. The agreement limits outdoor eating/seating to the southern 30 feet of the Plaza and requires City review and approval of each outdoor use and associated improvements. In addition, the license agreement will require the property owner to be responsible for ongoing maintenance and liability (see Attachment 3, Irrevocable License).

Bus Shelter

The development currently contains a Valley Transportation Authority (VTA) bus shelter, which is located on public right-of-way. The current location limits the functionality of the ground floor retail space for the approved development. As part of the conditions of approval for the development, Carmel Partners is required to relocate the existing bus shelter and associated facilities to Plaza del Sol at their expense. Along with relocation, the existing public right-of-way easement would be abandoned (scheduled for City Council action on June 19, 2012). Carmel Partners will construct a new bus shelter foundation on top of the Plaza del Sol parking garage deck. The existing shelter will be relocated to the new foundation. City staff, in coordination with VTA staff, has reviewed the location and construction drawing of the new bus shelter foundation (Attachment 4). Approval from the Successor Agency is needed to relocate the bus shelter to the Plaza.

RECOMMENDATION

Staff recommends that the Successor Agency take the following actions:

1. **No-Build Easement:** Approve the easement on Plaza del Sol between City of Sunnyvale and Carmel Partners to prohibit buildings/structures, provide emergency fire services, provide building access, and provide pedestrian access on, over and across the easement area, subject to approval by the Successor Agency Counsel.
2. **Outdoor Eating License:** Approve irrevocable license agreement on Plaza del Sol between Successor Agency and Carmel Partners for outdoor dining and uses compatible with retail uses, subject to approval by Successor Agency counsel.
3. **Bus Shelter:** Approve the new location of the bus shelter on Plaza del Sol.

Reviewed by:

Hanson Hom, Director of Community Development
Prepared by: Shaunn Mendrin, Senior Planner

Reviewed by:

Kent Steffens, Director of Public Works

Approved by:

Gary M. Luebbbers, City Manager

Attachments

1. Oversight Committee Minutes, April 26, 2012
2. No-Build Easement for Plaza del Sol
3. Irrevocable License for outdoor dining with Carmel Partners for Plaza del Sol
4. New bus shelter location and construction drawing

DRAFT MINUTES*
CITY OF SUNNYVALE
OF THE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

THURSDAY, APRIL 26, 2012, 3 P.M.
WEST CONFERENCE ROOM
CITY HALL - 456 W. OLIVE AVENUE
SUNNYVALE, CALIFORNIA

CALL TO ORDER

Chair Picard called the meeting to order at 3:02 p.m.

ROLL CALL

Board Members Present:

Chair Dr. Ben Picard, Superintendent of Schools, Sunnyvale School District
Vice Chair Mary Bradley, Former Director of Finance, City of Sunnyvale
Grace Leung, Director of Finance, City of Sunnyvale
Jai Singh, Alternate, County of Santa Clara
David Snow, Deputy Director, Facilities and Fleet Department, County of Santa Clara
Kevin McElroy, Vice Chancellor of Business Services, Foothill-De Anza Community College
Linda LeZotte, Director, District 4, Santa Clara Valley Water District

Board Members Absent: Vinod Sharma, Finance Director, County of Santa Clara

Staff Present:

David Kahn, Agency Counsel
Kathryn Berry, Assistant Agency Counsel
Kathleen Franco Simmons, Agency Clerk
Brice McQueen, Agency Manager

Others Present:

Steve Mitra, Deputy County Counsel, County of Santa Clara representing County Auditor
Controller
John Guthrie, ABX1-26 Project Manager, Santa Clara County

PUBLIC COMMENTS

None.

**Pending Board Approval*

CONSENT CALENDAR

1. Approve Draft Minutes of April 9, 2012 Redevelopment Successor Agency Oversight Board meeting.

MOTION: Boardmember Leung moved and Boardmember LeZotte seconded the motion to approve the RSA Oversight Board Meeting Minutes of April 9, 2012.

VOTE: 7 – 0

PUBLIC HEARINGS/GENERAL BUSINESS

2. Approve Designation of Contact Official for the Sunnyvale Successor Agency Oversight Board.

MOTION: Boardmember Snow moved to nominate Chairperson Picard as the Contact Official.

Agency Manager Brice McQueen provided a report.

MOTION: Boardmember Snow amended the motion and Boardmember LeZotte seconded the motion to designate Agency Manager Brice McQueen as the Contact Official.

VOTE: 7 - 0

Chair Picard requested as a standing item on the agenda a report of communications or requests for information.

3. Approve Redevelopment Successor Agency Administrative Budget for the First Recognized Obligation Payment Schedule, January 1, 2012 through June 30, 2012.

Agency Manager Brice McQueen provided a report.

MOTION: Board Alternate Singh moved and Boardmember Snow seconded the motion to approve the minimum amount of \$125,000 for the Administrative Budget for the first ROPS period, January through June, 2012, with the contingency that if the other amounts are added back to the ROPS, and it meets the criteria of 5% for January 1 to June 30, 2012, then that amount would be approved.

AMENDMENT: Board Alternate Singh amended the motion to approve \$ 274,443 for the January to June, 2012, subject to certification and the 5% cap. Boardmember Snow accepted the amendment.

VOTE: 7 - 0

4. Approve Redevelopment Successor Agency Administrative Budget for the Second Recognized Obligation Payment Schedule, July 1, 2012 through December 31, 2012.

Agency Manager Brice McQueen provided a report.

MOTION: Boardmember LeZotte moved and Boardmember McElroy seconded the motion to approve the Administrative Budget for the Second Recognized Obligation Payment Schedule, July 1, 2012 through December 31, 2012 as recommended, in the amount of \$125,000.

VOTE: 7 - 0

5. Approve Payment Plan for the Accrued Liability for the 2010 Amended Disposition Development and Owner Participation Agreement for the Town Center Development.

Agency Manager Brice McQueen provided a report.

MOTION: Boardmember Singh moved and Boardmember Snow seconded the motion to postpone until the next ROPS is approved.

FRIENDLY AMENDMENT: Vice Chair Bradley offered a friendly amendment to defer consideration of this item to the asset and liability audit due by July 1, and if it appears that it needs to be done, amend the second ROPS.

Amendment was not accepted by the maker of the motion, nor seconded.

VOTE: 6 - 1 (Boardmember Bradley dissented)

6. Approve the Second Recognized Obligation Payment Schedule, July 1, 2012 through December 31, 2012.

Agency Manager Brice McQueen provided a report.

MOTION: Boardmember Bradley moved and Boardmember Singh seconded the motion to table this item.

VOTE: 7 - 0

7. Approve an Easement Agreement between the City of Sunnyvale and CP III T&C Sunnyvale, LLC, a Delaware limited liability company ("Carmel") to provide fire access and building access and approve a License Agreement between the City of Sunnyvale and CP III T&C Sunnyvale, LLC, a Delaware limited liability company ("Carmel") to permit outdoor dining and retail activities.

City Attorney/Agency Counsel Kahn provided a report.

MOTION: Boardmember LeZotte moved and Boardmember Bradley seconded the motion to approve the recommendation to approve the easement on Plaza del Sol between Successor Agency and Carmel Partners for emergency fire services, building access, and pedestrian access on over and across easement area, subject to approval by Successor Agency counsel, and approve irrevocable license agreement on Plaza del Sol between Successor Agency and Carmel Partners for outdoor dining and uses compatible with retail uses, subject to approval by Successor Agency counsel.

AMENDMENT: Boardmember LeZotte amended motion to include a finding that this particular use, given the circumstances of public use of the plaza, would maximize an economic use.

VOTE: 7 - 0

8. Schedule for future Oversight Board meetings.

Agency Manager McQueen reported meetings have been tentatively scheduled for the remainder of the calendar year the third Thursday each month from July through December, 2012 at 3 p.m. in the West Conference Room.

The Board scheduled a special meeting for May 14, 2012 at 3 p.m.

City Attorney/Agency Counsel David Kahn announced this is his last meeting with the Oversight Board and introduced Michael Martello who will be serving as Interim City Attorney.

ADJOURNMENT

Chair Picard adjourned the meeting at 4:38 p.m.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2012 by and between CP III T&C SUNNYVALE, LLC, a Delaware limited liability company ("Carmel"), and the CITY OF SUNNYVALE, a California municipal corporation, as Successor Agency to the Redevelopment Agency of the City of Sunnyvale (the "City").

Recitals

A. Carmel is the owner of certain vacant land in downtown Sunnyvale, California, which is more particularly described on **Exhibit A** attached hereto (the "Carmel Property").

B. The City owns land adjacent to the Carmel Property known as the Plaza del Sol which is used as a public plaza for public purposes ("the Plaza del Sol").

C. Carmel desires to construct a mixed use development on the Carmel Property and provide retail or restaurant uses to create an active space between the Carmel Property and the Plaza del Sol within the project that faces the Plaza del Sol, and the City has approved the uses pursuant to its permitting authority.

D. To enable Carmel to construct and maintain such development consistent with building and fire code requirements and to increase public usage of the Plaza del Sol ("Easement Purposes"), the City is willing to grant to Carmel a 30-foot wide fire and building access easement over the portion of Plaza del Sol described on **Exhibit B** attached hereto (the "Easement Area"), in accordance with certain restrictions and reservations hereof.

E. The parties intend that the uses by each Party be compatible, and acknowledge that Plaza del Sol is an important public open space area reserved for the public, subject to the terms of this Agreement.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the foregoing premises, the parties hereby agree as follows:

1. **Fire Easement.** The City hereby grants to Carmel for the benefit of the Carmel Property a non-exclusive easement for the provision of emergency fire services, building access to the multi-story building to be constructed on Carmel Property, and pedestrian access on, over and across the Easement Area, including without limitation the ladder pad areas depicted in the Ladder Study as shown on **Exhibit C**.

2. **Commercial Use License.** By separate instrument (the "License Agreement"), the City is conveying to Carmel for the benefit of the Carmel Property a non-exclusive license for outdoor dining, retail use, and other uses permitted within the License Area consistent with

Title 19 (Downtown Specific Plan) of the City's zoning code, subject to application for permits for such uses, and provided such activities do not interfere with ladder study areas required for fire protection, attached hereto as **Exhibit C**. Carmel is responsible for installation of improvements that are in compliance with the Americans with Disabilities Act needed to provide access from the Carmel property to the Plaza area, and such improvements shall be subject to submittal of plans and approval by the City.

3. **Reserved City Rights.** The City reserves the right of ownership, use and occupancy of the Easement Area insofar as said ownership, use and occupancy does not violate or unreasonably interfere with the rights granted to Carmel in this Agreement. The rights of Carmel shall be non-exclusive, and the City shall have full right and authority (a) to maintain and provide health, safety and fire protection, and (b) to grant other easements or rights to use the Easement Area, provided the same in each case do not violate or unreasonably interfere with the rights of Carmel under this Agreement.

4. **Limitations on Use.** The parties agree that:

(a) No buildings or structures shall be constructed within the Easement Area.

(b) The Parties acknowledge that the plaza area is subject to load restrictions because of the underground parking structure beneath the plaza, and that no construction activity may occur in the Easement area, unless pursuant to a city-issued building permit or other construction related permit.

(c) Neither party shall be permitted to erect or maintain any fences, planters, other similar landscape elements or other improvements in the Easement Area that (i) are affixed to the ground, (ii) materially interfere with business operations of Carmel's Permittees or with City activities consistent with city-wide requirements for health, safety or sanitation reasons; or (iii) are not easily moveable and encroach upon ladder pad areas as shown on the Ladder Study attached as Exhibit "C".

(d) The conveyance of the easement is not a grant of land use authority, and thus any proposed use or structures, including outdoor dining, shall be subject to the License Agreement and the City's approval process to the extent required by the City zoning code.

5. **Maintenance.**

(a) Carmel shall regularly repair and replace, at its own expense, the Easement area and, and shall further repair or replace any improvements within the Easement Area that are damaged or unreasonably worn by the use of Carmel's Permittees.

(b) Subject to Section 5(a), City may maintain, repair, replace and (in a manner consistent with the remainder of the Plaza del Sol), at its own expense, the plaza improvements outside the Easement Area.

6. **Indemnification and Release.**

(a) Indemnification. Carmel covenants and agrees to indemnify, defend and hold harmless the City, together with its managers, directors, officers, and agents from and against all claims, costs, expenses and liability (including reasonable attorneys' fees and cost of suit incurred in connection with all claims) of, by, from or to third parties arising from or as a result of death, injury, property damage or mechanic's liens from the negligence or willful misconduct of Carmel, its agents, or its Permittees which shall occur on or arise from the Easement Area, except to the extent caused by the negligence or willful act or omission of City or its agents.

(b) Release. Each party (the "Releasor") hereby releases and waives, for itself and on behalf of its insurer, the other party, together with its managers, members, shareholders, directors, officers, partners, affiliates and agents (collectively, "Releasees") from any liability for any loss or damage occurring on the Easement Area, which loss or damage is of the type generally covered by fire and casualty insurance with all available extended coverage endorsements, regardless of any negligence on the part of the Releasees which may have contributed to or caused such loss, or of the amount of such insurance required or actually needed, appropriate endorsements to its policies of insurance with respect to the foregoing release; it being understood, however, that failure to obtain such endorsements shall not affect the release hereinabove given. The Releasees and Indemnitees are intended third party beneficiaries to this Section 6.

7. **Estoppel Certificate.** Any party may, at any time and from time to time deliver written notice to the other party requesting such latter party to certify in writing (a) that this Agreement is in full force and effect, (b) that, to the knowledge of the certifying party, the requesting party is not in default in the performance of its obligations under this Agreement, or, if in default, to describe therein the nature and amount of any and all defaults, and/or (c) with respect to such other reasonable business matters directly related to this Agreement. Each party receiving such request shall use its best efforts to execute and return such certificate within twenty (20) days following the receipt thereof.

8. **Insurance.** Carmel shall, at its sole cost and expense, keep in full force and effect the following policies of general liability insurance with limits of liability of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, which name the City as an additional insured: a policy insuring against bodily injury, including death, and property damage, occurring on or about the Easement Area. Such insurance may be provided by rider to an existing policy or by blanket coverage. City shall, from time to time, be permitted to require that the limits of liability set forth herein be increased to such amounts as normally prevail for such insurances in the area where the Easement Area is located.

9. **Nature of Easements, Restrictions and Rights Granted.**

(a) Easements Appurtenant. Except as provided elsewhere herein to the contrary, each and all of the easements, covenants, restrictions and rights granted or created herein and subject to Section 10, are appurtenances to the affected parcel, and may not be sold, transferred, assigned or encumbered except as an appurtenance to such

parcel. The parcel that is benefited by such easements, covenants, restrictions and rights shall constitute the dominant estate, and the parcel that is burdened by such easements, covenants, restrictions and rights shall constitute the servient estate.

(b) Nature and Effect of Easements and Restrictions. Except as provided elsewhere herein to the contrary, and subject to Section 10 below, each and all of the easements, covenants, restrictions and rights contained in this Agreement:

(i) are made for the benefit of the owners of the respective parcels or a portion thereof or interest therein (each an "Owner");

(ii) constitute covenants running with the land; and

(iii) shall bind every person or entity having any fee, leasehold, financing or other interest in any portion of the parcels at any time or from time to time during the term hereof to the extent that such portion is affected or bound by the easement, covenant, restriction or provision in question or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

(c) Effect of Sale/Redevelopment. In the event of a transfer or assignment by any Owner of its interest in its parcel by an instrument recorded in the Official Records (as defined in Section 12(c)), the transferring Owner, without the necessity of any further document signed or actions taken by any party, shall be released from any and all obligations hereunder arising on or after the date of transfer, and each party benefited hereby thereafter agrees to look solely to such successor-in-interest of such Owner for performance of such obligations.

10. **Termination.** The breach of this Agreement by Carmel, its successor or assigns shall not entitle the City to cancel, rescind or otherwise terminate this Agreement, or any conditions, covenants, easements or restrictions hereunder, but the City shall have all other remedies available for breach of this Agreement. When the Easement Area is no longer needed for the Purposes of the Easement, the Parties will cooperate to execute and record such instruments as are necessary to extinguish this Easement.

11. **Definitions.** As used herein, the term "Permittees" shall mean Carmel and its heirs, successors, assigns, grantees, and mortgagees, and their tenants, ground tenants, subtenants and all persons who now or hereafter own or hold any possessory interest within the Carmel Property, and the concessionaires, agents, employees, customers, contractors, licensees and invitees of any them.

12. **Miscellaneous.**

(a) Entire Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior

understandings and agreements between the parties. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as herein set forth.

(b) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

(c) Notices. All notices, demands or other communications required or permitted to be given hereunder shall be in writing and any and all such items shall be deemed to have been duly delivered upon personal delivery; or as of the immediately following business day after deposit for overnight delivery with Federal Express or a similar overnight courier service, addressed as follows; or at the time delivery, as indicated by an electronically-generated delivery confirmation, after transmitting by telecopier to the telecopy number set forth below:

If to City:

City of Sunnyvale
456 West Olive Avenue
Sunnyvale, CA 94086
Attention: Director of Community Development
Telephone No.: (408) 730-7444
Telecopier No.: (408) 730-7715

with a copy to:

Office of the City Attorney
456 W. Olive Avenue
Sunnyvale, CA 94086
Attention: City Attorney
Telephone No.: (408) 730-7460
Telecopier No.: (408) 730-7468

If to Carmel:

CP III Sunnyvale T&C, LLC
1000 Sansome Street, Suite 180
San Francisco, California 94111
Attention: Dan Garibaldi
Telephone No.: (415) 273-2900
Telecopier No.: (415) 273-2901

with a copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attention: Andrew J. Schwartz, Esq.
Telephone No.: (303) 825-8400
Telecopier No.: (303) 825-6525

A copy of each notice shall also be sent to the address in the records of the City tax assessor for the applicable Owner. In the event that an Owner transfers all of a parcel, its address for notice hereunder shall automatically be changed to the address of the successor Owner as set forth in the instrument of transfer recorded in the Santa Clara County, California official real estate records ("Official Records"), and if the Carmel Property is transferred, the owner of the Carmel Property shall use commercially reasonable efforts to provide written notice thereof to the City at the address listed above. Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section.

(d) Headings; Recitals. The section headings which appear in some of the sections of this Agreement are for purposes of convenience and reference and are not in any sense to be construed as modifying the sections in which they appear. The recitals set forth above are incorporated into and made a part of this Agreement.

(e) Construction. The parties acknowledge that they have reviewed and revised this Agreement, and their counsel has done or has had the opportunity to do the same, and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

(f) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(g) Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument.

[remainder left blank; signatures follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____
day of _____, 2012.

CARMEL

CP III T&C Sunnyvale, LLC, a Delaware limited liability company

By: CP Investment III REIT, a Maryland real estate investment trust, its Managing Member

By: _____
Ron Zeff, President

CITY

CITY OF SUNNYVALE, CALIFORNIA, a California municipal corporation

By: _____
Anthony Spitaleri
Chair of the Board of the Sunnyvale Successor Agency

REVIEWED AS TO FORM:

David E. Kahn
City Attorney of the Board of
the Sunnyvale Successor Agency

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2012, before me, _____, a Notary Public in and for said State, personally appeared Ron Zeff, 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)

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2012, before me, _____, a Notary Public in and for said State, personally appeared Anthony Spitaleri, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(Seal)

Exhibit A

Carmel Property

PARCEL ONE:

PORTION OF LOT 2, AS SHOWN ON THE MAP OF "CHILLAN SUBDIVISION, TRACT NO. 4040", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 19, 1965, IN BOOK 198, PAGE 42 OF MAPS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF CAPELLA WAY, DISTANT THEREON SOUTH 75° 08' EAST, 113.70 FEET FROM THE TRUE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERLY LINE OF ARIES WAY, AS SAID WAYS ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF ARIES WAY, 3.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 75° 08' WEST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF CAPELLA WAY, 93.70 FEET; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF ARIES WAY, 111.00 FEET; THENCE SOUTH 75° 08' EAST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF CAPELLA WAY, 93.70 FEET TO A POINT ON A SOUTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTH 14° 52' WEST, ALONG SAID LAST NAMED LINE AND ALONG THE SOUTHWESTERLY PROLONGATION THEREOF, 111.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL TWO:

PORTION OF LOT 2, AS SHOWN ON THE MAP OF "CHILLAN SUBDIVISION, TRACT NO. 4040", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 19, 1965, IN BOOK 198, PAGE 42 OF MAPS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF CAPELLA WAY, DISTANT THEREON SOUTH 75° 08' EAST, 113.70 FEET FROM THE TRUE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERLY LINE OF ARIES WAY, AS SAID WAYS ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF ARIES WAY, 3.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 75° 08' EAST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF CAPELLA WAY, 100.00 FEET; THENCE NORTH 14° 52' EAST AND PARALLEL WITH THE NORTHWESTERLY LINE OF TAAFFE STREET, AS SAID STREET IS SHOWN UPON THE MAP ABOVE REFERRED TO, 27.00 FEET TO A POINT ON A NORTHEASTERLY LINE OF SAID LOT 2; THENCE NORTH 75° 08' WEST ALONG SAID LAST NAMED LINE, 100.00 FEET TO AN ANGLE CORNER FORMED BY SAID NORTHEASTERLY LINE AND A

SOUTHEASTERLY LINE OF SAID LOT 2, THENCE SOUTH 14° 52' WEST ALONG THE SOUTHEASTERLY PROLONGATION OF SAID LAST NAMED SOUTHEASTERLY LINE, 27.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL THREE:

PORTION OF LOTS 5, 6, 18 AND 19, BLOCK 6 AS SHOWN ON THE MAP OF THE TOWN OF ENCINAL, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 25, 1898 IN BOOK "T", PAGES 88 AND 89 OF MAPS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 5; DISTANT THEREON SOUTH 75° 08' EAST, 65.00 FEET FROM THE NORTHERLY CORNER THEREOF ON THE SOUTHEASTERLY LINE OF TAAFFE STREET, AS SAID LOT AND STREET ARE SHOWN UPON THE MAP OF CHILLAN SUBDIVISION, TRACT NO. 4040, RECORDED IN BOOK 198, PAGE 42 OF MAPS, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, THENCE NORTH 14° 52' EAST AND PARALLEL WITH THE NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF TAAFFE STREET, 7.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF TAAFFE STREET, 91.19 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND DISTANT 1.81 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF LOT 3, AS SAID LOT IS SHOWN UPON THE MAP OF TRACT NO. 4040 ABOVE REFERRED TO; THENCE SOUTH 75° 08' EAST ALONG SAID LAST NAMED PARALLEL LINE, 151.80 FEET; THENCE SOUTH 14° 52' WEST AND PARALLEL WITH SAID NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF TAAFFE STREET, 91.19 FEET; THENCE NORTH 75° 08' WEST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF LOT 5, AS SAID LOT IS SHOWN UPON THE MAP OF TRACT NO. 4040, ABOVE REFERRED TO, 151.80 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL FOUR:

LOT 5, TRACT NO. 4040, FILED AUGUST 19, 1965 IN BOOK 198 OF MAPS, PAGE 42, SANTA CLARA COUNTY RECORDS.

PARCEL FIVE:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF TAAFFE STREET (60.00 FEET WIDE) WITH THE NORTHERLY LINE OF LOT 20, BLOCK 6, AS SAID STREET AND LOT ARE SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF THE TOWN OF ENCINAL," RECORDED IN BOOK I OF MAPS AT PAGE 88 IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY; THENCE N 14° 52' 00" E ALONG SAID EASTERLY LINE OF TAAFFE STREET 100.00 FEET TO THE NORTHERLY LINE OF LOT 18, BLOCK 6; THENCE N 75° 08' 00" W ALONG THE WESTERLY PROLONGATION OF SAID NORTHERLY LINE OF LOT 18 OF BLOCK 6, 19.00 FEET;

THENCE S 14° 52' 00" W, 100.00 FEET TO THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 20; THENCE S 75° 08' 00" E, 19.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH LOTS 5, 6, 18 AND 19, BLOCK 6 AS SHOWN ON THE MAP OF THE TOWN OF ENCINAL, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 25, 1898 IN BOOK "T", AT PAGES 88 AND 89 OF MAPS.

EXCEPTING THEREFROM PORTION OF LANDS GRANTED TO DUBROVNIK ASSOCIATES, ET AL., BY DEED RECORDED FEBRUARY 20, 1998 AT INSTRUMENT NO. 14065119, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PORTION OF LOTS 5, 6, 18 AND 19, BLOCK 6 AS SHOWN ON THE MAP OF THE TOWN OF ENCINAL, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 25, 1898 IN BOOK "T", AT PAGES 88 AND 89 OF MAPS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 5; DISTANT THEREON SOUTH 75° 08' EAST, 65.00 FEET FROM THE NORTHERLY CORNER THEREOF ON THE SOUTHEASTERLY LINE OF TAAFFE STREET, AS SAID LOT AND STREET ARE SHOWN UPON THE MAP OF CHILLAN SUBDIVISION, TRACT NO. 4040, RECORDED IN BOOK 198, AT PAGE 42 OF MAPS, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, THENCE NORTH 14° 52' EAST AND PARALLEL WITH THE NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF TAAFFE STREET, 7.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF TAAFFE STREET, 91.19 FEET TO A POINT ON LINE WHICH IS PARALLEL WITH AND DISTANT 1.81 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF LOT 3, AS SAID LOT IS SHOWN UPON THE MAP OF TRACT NO. 4040 ABOVE REFERRED TO; THENCE SOUTH 75° 08' EAST ALONG SAID LAST NAMED PARALLEL LINE, 151.80 FEET; THENCE SOUTH 14° 52' WEST AND PARALLEL WITH SAID NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF TAAFFE STREET, 91.19 FEET; THENCE NORTH 75° 08' WEST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF LOT 5, AS SAID LOT IS SHOWN UPON THE MAP OF TRACT NO. 4040, ABOVE REFERRED TO, 151.80 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL SIX:

PORTION OF LOT 6, BLOCK 7, AS SHOWN ON THE MAP ENTITLED "MAP OF THE TOWN OF ENCINAL", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 25, 1898 IN BOOK "T", OF MAPS AT PAGES 88 AND 89 OF MAPS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF TAAFFE STREET, WITH THE DIVIDING LINE BETWEEN LOTS 6 AND 7 IN BLOCK 7 AS SAID STREET, LOTS AND BLOCK ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE FROM SAID POINT OF BEGINNING NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF TAAFFE STREET FOR A DISTANCE OF 25.00 FEET TO THE SOUTHERNMOST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE DEED TO RUSSELL G. D'OENCH, JR., RECORDED APRIL 30, 1953 IN BOOK 2633 OF OFFICIAL RECORDS, PAGE 144, SANTA CLARA COUNTY RECORDS; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LAND SO DESCRIBED IN THE DEED TO D'OENCH, JR. FOR A DISTANCE OF 120.00 FEET; THENCE SOUTHWESTERLY AND PARALLEL WITH THE SAID NORTHWESTERLY LINE OF TAAFFE STREET FOR A DISTANCE OF 25.00 FEET TO A POINT IN THE SAID DIVIDING LINE BETWEEN LOTS 6 AND 7; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED LINE FOR A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

PARCEL SEVEN:

PORTION OF LOT 6, BLOCK 7, AS SHOWN ON THE MAP ENTITLED, "MAP OF THE TOWN OF ENCINAL", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 25, 1898 IN BOOK OF MAPS LETTERED "T", AT PAGE 88, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF TAAFFE STREET DISTANT THEREON NORTHEASTERLY 25 FEET FROM THE DIVIDING LINE BETWEEN LOTS 6 AND 7, AS SHOWN ON SAID MAP; THENCE ALONG SAID NORTHWESTERLY LINE OF TAAFFE STREET, NORTHEASTERLY 75 FEET TO THE DIVIDING LINE BETWEEN LOTS 5 AND 6, IN SAID BLOCK 7; THENCE ALONG SAID DIVIDING LINE NORTHWESTERLY 120 FEET; THENCE SOUTHWESTERLY AND PARALLEL WITH SAID NORTHWESTERLY LINE OF TAAFFE STREET, 75 FEET; THENCE SOUTHEASTERLY AND PARALLEL WITH THE DIVIDING LINE BETWEEN SAID LOTS 5 AND 6, 120 FEET TO THE POINT OF BEGINNING.

PARCEL EIGHT:

LOT 2, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "CHILLAN SUBDIVISION - TRACT NO. 4040", WHICH MAP WAS FILED FOR RECORD ON AUGUST 19, 1965 IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN BOOK 198 OF MAPS, AT PAGE 42.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND GRANTED TO RONALD WILLIAMS, AN INDIVIDUAL, IN A GRANT DEED RECORDED JUNE 29, 1987 IN BOOK 7767, AT PAGE 429 AND FURTHER DESCRIBED AS FOLLOWS:

PORTION OF LOT 2, AS SHOWN ON THE MAP OF CHILLAN SUBDIVISION, TRACT NO. 4040, RECORDED IN BOOK 198, AT PAGE 42 OF MAPS, RECORDS OF SANTA

CLARA COUNTY, CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF CAPELLA WAY, DISTANT THEREON SOUTH 75° 08' EAST 113.70 FEET FROM THE TRUE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERLY LINE OF ARIES WAY, AS SAID WAYS ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE NORTH 14° 52', EAST AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF ARIES WAY, 3.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 75° 08' WEST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF CAPELLA WAY, 93.70 FEET; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF ARIES WAY, 111.00 FEET; THENCE SOUTH 75° 08' EAST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF CAPELLA WAY 93.70 FEET TO A POINT ON A SOUTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTH 14° 52' WEST, ALONG SAID LAST NAMED LINE AND ALONG THE SOUTHWESTERLY PROLONGATION THEREOF, 111.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND GRANTED TO RONALD WILLIAMS, AN INDIVIDUAL, IN A GRANT DEED RECORDED JUNE 29, 1987 IN BOOK 7767, AT PAGE 429 AND FURTHER DESCRIBED AS FOLLOWS:

PORTION OF LOT 2, AS SHOWN ON THE MAP OF CHILLAN SUBDIVISION, TRACT NO. 4040, RECORDED IN BOOK 198, AT PAGE 42 OF MAPS, RECORDS OF SANTA CLARA COUNTY, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF CAPELLA WAY, DISTANT THEREON SOUTH 75° 08' EAST 113.70 FEET FROM THE TRUE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERLY LINE OF ARIES WAY, AS SAID WAYS ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF ARIES WAY, 3.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 75° 08' EAST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF CAPELLA WAY, 100.00 FEET; THENCE NORTH 14° 52' EAST AND PARALLEL WITH THE NORTHWESTERLY LINE OF TAAFFE STREET, AS SAID STREET IS SHOWN UPON THE MAP ABOVE REFERRED TO, 27.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE NORTH 75° 08' WEST ALONG SAID LAST NAMED LINE, 100.00 FEET TO AN ANGLE CORNER FORMED BY SAID NORTHEASTERLY LINE AND A SOUTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTH 14° 52' WEST ALONG THE SOUTHWESTERLY PROLONGATION OF SAID LAST NAMED SOUTHEASTERLY LINE, 27.00 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit B
Easement Area

[See attached]

EXHIBIT "B"
LEGAL DESCRIPTION
FOR: EASEMENT AREA

All that certain real property situate in the City of Sunnyvale, County of Santa Clara, State of California, being a portion of Parcel 5 as shown on that certain Parcel Map recorded November 22, 2000 in Book 734 of Maps at Pages 17-21, Santa Clara County Records, and being more particularly described as follows:

Beginning at the most southwesterly corner of said Parcel 5;

Thence along the common line of Taffee Street and said Parcel 5, North 14°52'00" East, 30.00 feet;

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

1. South 75°08'00" East, 246.21 feet;
2. North 59°52'00" East, 14.14 feet;
3. South 75°08'00" East, 12.00 feet to a point on the easterly line of said Parcel 5;

Thence along said easterly line, the following three (3) courses and distances:

1. South 14°51'00" West, 30.99 feet;
2. North 75°09'00" West, 1.64 feet;
3. South 14°51'00" West, 9.01 feet to the southeasterly corner of said Parcel 5;

Thence along the southerly line of said Parcel 5, North 75°08'00" West, 266.58 feet to the Point of Beginning.

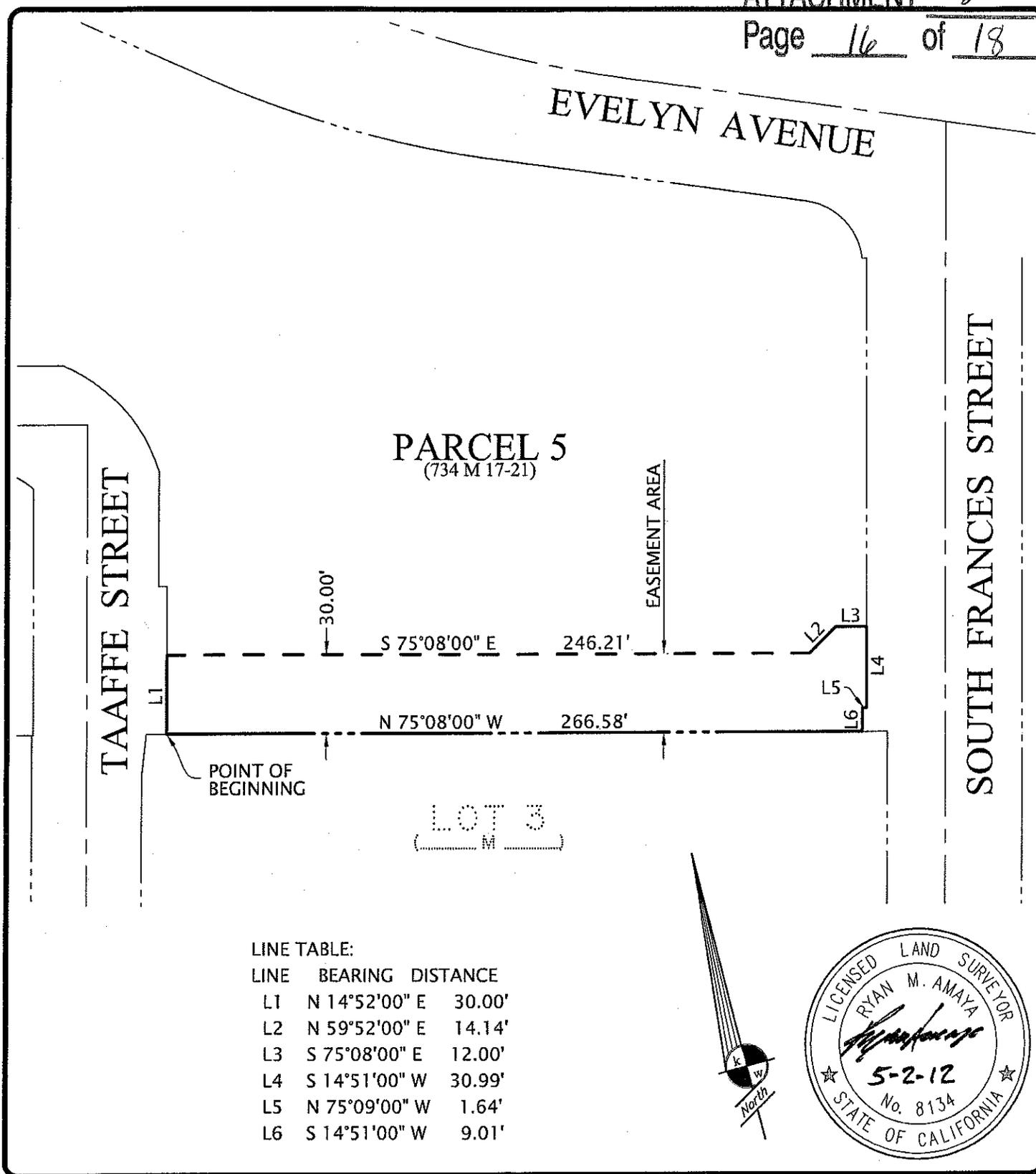
As shown on "SHEET 2" attached hereto and by this reference made a part hereof.

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

Date 5-2-12


Ryan M. Amaya LS 8134





PARCEL 5
(734 M 17-21)

TAAFFE STREET

EVELYN AVENUE

SOUTH FRANCES STREET

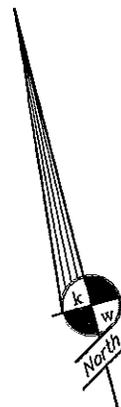
EASEMENT AREA

POINT OF BEGINNING

LOT 3
(M)

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 14°52'00" E	30.00'
L2	N 59°52'00" E	14.14'
L3	S 75°08'00" E	12.00'
L4	S 14°51'00" W	30.99'
L5	N 75°09'00" W	1.64'
L6	S 14°51'00" W	9.01'



PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR: EASEMENT AREA

SUNNYVALE

CALIFORNIA

EXHIBIT "B"

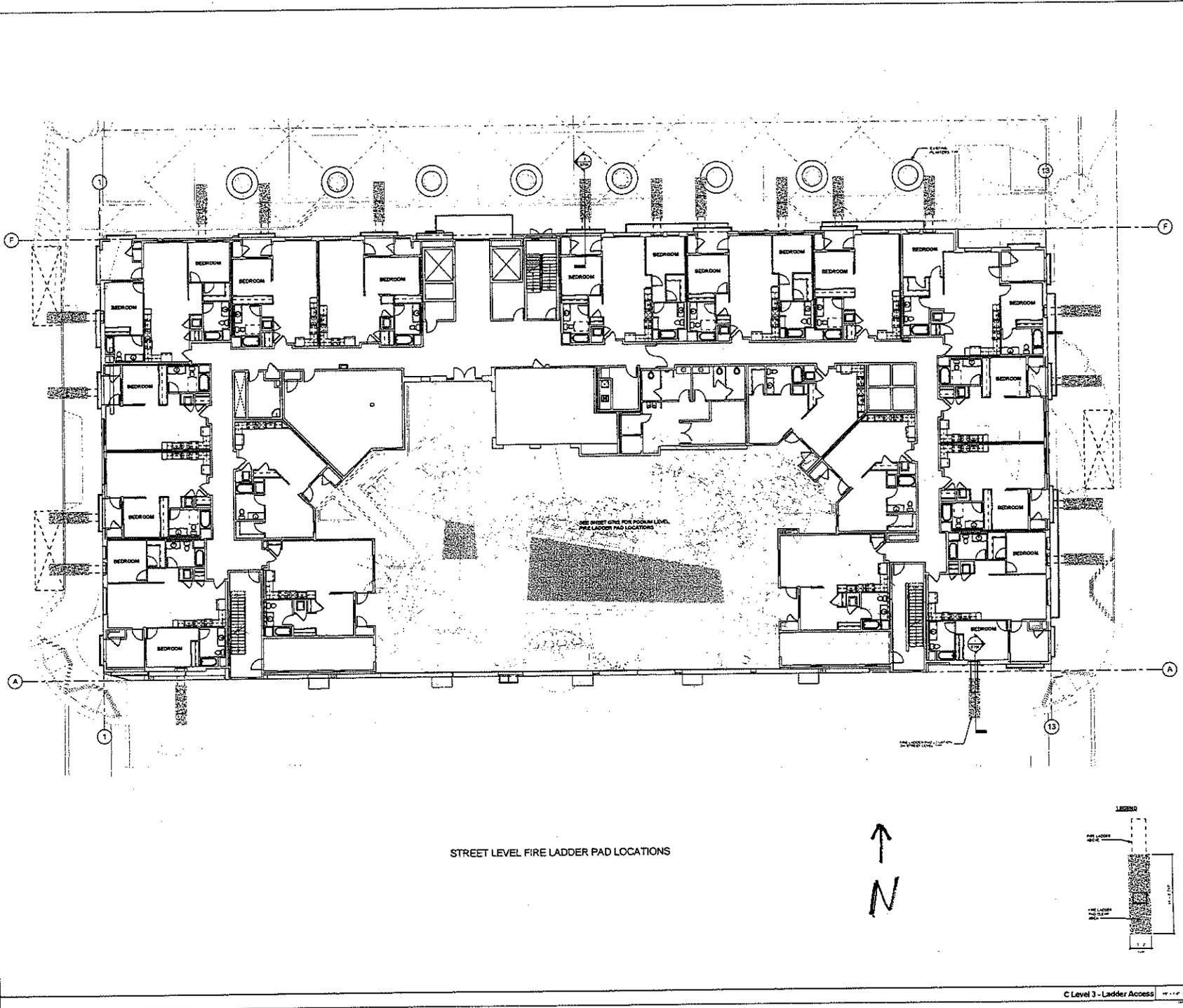


KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
3350 Scott Boulevard, Building 22 (408) 727 6665
Santa Clara, California 95054 fax (408) 727 5641

DATE	MAY 2012
SCALE	1" = 50'
DR. BY	SB
JOB	A05210-10
SHEET NO.	2 OF 2

Exhibit C
Ladder Study

[See attached]



KTGY Group, INC.
580 Second Street, Suite 200
Oakland, California 94607
Rjg/000
510 272 2310
KTGY Project No: 11024
Project Contact:
Email:
Principal: R. KLEINMAN
Project Designer: A. SAJIDOK
Project Manager: Z. WILCOX

Developer:
Carmel Mixed-Use
San Francisco, CA 94111

Carmel Lofts
MIXED USE
SUNNYVALE, CA

1	2	3	4	5	6	7	8	9	10	11	12	13
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FIRE LADDER PADS - BLDG C

IRREVOCABLE LICENSE AGREEMENT

ATTACHMENT 3
Page 1 of 17

(Subject to Termination)

THIS IRREVOCABLE LICENSE AGREEMENT, subject to termination as set forth hereinbelow ("Agreement") is entered into as of the _____ day of _____, 2012 by and between CP III T&C SUNNYVALE, LLC, a Delaware limited liability company ("Carmel"), and the CITY OF SUNNYVALE, a California municipal corporation, as Successor Agency to the Redevelopment Agency of the City of Sunnyvale (the "City").

Recitals

A. Carmel is the owner of certain vacant land in downtown Sunnyvale, California, which is more particularly described on **Exhibit A** attached hereto (the "Carmel Property").

B. The City owns land adjacent to the Carmel Property known as the Plaza del Sol which is used as a public plaza for public purposes ("the Plaza del Sol").

C. Carmel desires to construct, and the City desires that Carmel construct, a mixed use development on the Carmel Property and provide retail or restaurant uses to create an active space between the Carmel Property and the Plaza del Sol within the project that faces the Plaza ("Purpose of the License"), and the City has approved the uses pursuant to its permitting authority.

D. To enable Carmel to construct such development consistent with building and fire code requirements and increase public usage of the plaza, the City is willing to grant to Carmel a 30-foot wide no-build Easement by separate instrument for fire access and building access over the southern portion of Plaza del Sol and, by this License, to permit outdoor dining and uses compatible with retail uses described on **Exhibit B** attached hereto (the "License Area"), to further activate the Plaza in accordance with certain restrictions and reservations hereof.

E. The parties intend that the uses by each Party be compatible, and acknowledge that Plaza del Sol is an important public open space area reserved for the public, subject to the terms of this Agreement.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the foregoing premises, the parties hereby agree as follows.

1. **Parties' Intent as to Nature of this Instrument.** Notwithstanding anything to the contrary contained herein, (a) by virtue of this Agreement, the parties intend to create a contractual relationship, and the City may not revoke this Agreement or the License created hereby, except as permitted in Section 10 hereof, and (b) in the event that the City denies Carmel the right to occupy the License Area as permitted hereunder or otherwise breaches this

Agreement, (i) Carmel shall not have any right to enforce such possessory or other right by an injunction or order of specific performance, which remedies Carmel hereby waives, but (ii) Carmel shall have all other rights to contract damages for such breach, to the extent permitted by law.

2. **Commercial Use License.** The City hereby conveys to Carmel, for the benefit of the Carmel Property, a license over and a contractual right to occupy (the "License") the License Area to allow for Carmel Permittees' outdoor dining and shopping, and access to retail stores, restaurants and other similar businesses on the Carmel Property, the consumption and the service of permitted food and beverages thereon, and the situating of moveable tables, chairs, planters and related equipment in connection therewith (collectively, the "Allowed Uses").

3. **Reserved City Rights.** The City reserves the right of ownership, use and occupancy of the License Area insofar as said ownership, use and occupancy does not violate or unreasonably interfere with the rights granted to Carmel in this Agreement. The rights of Carmel shall be non-exclusive, and the City shall have full right and authority (a) to maintain and provide health, safety and fire protection, and (b) to grant other licenses, easements or rights to use the License Area, provided the same in each case do not violate or unreasonably interfere with the rights of Carmel under this Agreement.

4. **Limitations on Use.** The parties agree that:

(a) No buildings or structures shall be constructed within the License Area.

(b) The Parties acknowledge that the plaza area is subject to load restrictions because of the underground parking structure beneath the plaza, and that no construction activity may occur in the Easement area, unless pursuant to a city-issued building permit or other construction related permit.

(c) Neither party shall be permitted to erect or maintain any fences, planters, other similar landscape elements in the License Area that (i) are affixed to the ground (ii) are not easily moveable and encroach upon ladder pad areas as shown on the Ladder Study attached as **Exhibit C**, or (iii) materially interfere with the business operation of Carmel's Permittees, or with City activities consistent with city-wide requirements for health, safety or sanitation reasons.

(d) Neither the City nor the public, under the authority of the City, shall be permitted to enter upon the License Area during days and times that Carmel or its tenant or licensee (the "Operator") is performing business operations within the entire License Area, as determined by written notice from the Operator to the City, and which days and times may be changed from time to time by the Operator, except for City's providing emergency services.

(e) Provided Carmel secures proper land use permits, the City, solely in its capacity as landowner of the License Area, hereby permits and shall not object to the service or consumption of alcoholic beverages on the License Area, subject however to City, county and state licensing laws, city permits and other laws in connection therewith. The conveyance of the License hereunder is not a grant of land use authority, and thus

any proposed commercial use, including outdoor dining, shall be subject to the City's approval process to the extent required by the City zoning code.

5. **Maintenance.**

(a) Carmel or the Operator shall regularly maintain, repair and replace, at its own expense, the License area, and shall further repair or replace any improvements within the License Area that are damaged or unreasonably worn by the use of Carmel's Permittees.

(b) Subject to Section 5(a), the City may maintain, repair, replace and (in a manner consistent with the remainder of the public plaza) (collectively, the "Maintenance"), at its own expense, the plaza improvements outside the License Area. The City shall use reasonable efforts consistent with City maintenance standards to perform such Maintenance activities during days and times when the Operator is not performing business operations within the License Area. The City shall use reasonable efforts to provide to Carmel reasonable notice prior to performing Maintenance and to perform the work in the least disruptive manner to patrons as possible and shall attempt to provide for major projects 30 days' notice of the days and times of such Maintenance activities. The City shall reasonably cooperate with the Operator to alter the schedule of the Maintenance activities to accommodate Operator's planned business operations on the License Area. If the City shall undertake to upgrade the Plaza del Sol, the City may temporarily interfere with business operations on the License Area provided that (i) the parties shall reasonably cooperate to minimize impacts to the License Area during such City activities, and (ii) the City shall use reasonable efforts to perform its work on the License Area in the least disruptive manner possible.

(c) During the days and times of business operations on the License Area, Carmel or the Operator shall be responsible for the provision of any necessary security services to the License Area. During all other times, the City shall provide police services consistent with City-wide standards.

6. **Indemnification and Release.**

(a) Indemnification. Carmel covenants and agrees to indemnify, defend and hold harmless City, its employees, directors, officers, and agents from and against all claims, costs, expenses and liability (including reasonable attorneys' fees and cost of suit incurred in connection with all claims) of, by, from or to third parties arising from or as a result of death, injury, property damage or mechanic's liens from the negligence or willful misconduct of Carmel, its agents, or its Permittees which shall occur on or arise from the License Area, except to the extent caused by the negligence or willful act or omission of City or its agents.

(b) Release. Each party (the "Releasor") hereby releases and waives, for itself and on behalf of its insurer, the other party, together with its managers, members, shareholders, directors, officers, partners, affiliates and agents (collectively, "Releasees") from any liability for any loss or damage occurring on the License Area, which loss or

damage is of the type generally covered by fire and casualty insurance with all available extended coverage endorsements, regardless of any negligence on the part of the Releasees which may have contributed to or caused such loss, or of the amount of such insurance required or actually needed, appropriate endorsements to its policies of insurance with respect to the foregoing release; it being understood, however, that failure to obtain such endorsements shall not affect the release hereinabove given. The Releasees and Indemnitees are intended third party beneficiaries to this Section 6.

7. **Estoppel Certificate.** Any party may, at any time and from time to time deliver written notice to the other party requesting such latter party to certify in writing (a) that this Agreement is in full force and effect, (b) that, to the knowledge of the certifying party, the requesting party is not in default in the performance of its obligations under this Agreement, or, if in default, to describe therein the nature and amount of any and all defaults, and/or (c) with respect to such other reasonable business matters directly related to this Agreement. Each party receiving such request shall use its best efforts to execute and return such certificate within twenty (20) days following the receipt thereof.

8. **Insurance.** Carmel shall, at its sole cost and expense, keep in full force and effect the following policies of general liability insurance with limits of liability of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, which name the City as an additional insured: a policy insuring against bodily injury, including death, and property damage, occurring on or about the License Area. Such insurance may be provided by rider to an existing policy or by blanket coverage. City shall, from time to time, be permitted to require that the limits of liability set forth herein be increased to such amounts as normally prevail for such insurances in the area where the License Area is located.

9. **Nature of Licenses, Restrictions and Rights Granted.**

(a) **Licenses Restrictions.** Except as provided elsewhere herein to the contrary, the License conveyed herein, and each and all of the covenants, restrictions, and rights granted or created herein, subject to Section 10 may not be sold, transferred, assigned or encumbered separately from the parcels.

(b) **Nature and Effect of Licenses and Restrictions.** Except as provided elsewhere herein to the contrary, and subject to Section 10 below, the License and each and all of the covenants, restrictions and rights contained in this Agreement:

(i) shall bind every person or entity having any fee, leasehold, financing or other interest in any portion of the parcels at any time or from time to time during the term hereof.

(c) **Effect of Sale/Redevelopment.** In the event of a transfer or assignment by any Owner of its interest in its parcel by an instrument recorded in the Official Records (as defined in Section 12(c)), the transferring Owner, without the necessity of any further document signed or actions taken by any party, shall be released from any and all obligations hereunder arising on or after the date of transfer, and each party benefited

hereby thereafter agrees to look solely to such successor-in-interest of such Owner for performance of such obligations.

10. **Termination.** The breach of this Agreement by Carmel, its successor or assigns shall not entitle the City to cancel, rescind or otherwise terminate this Agreement, the License, or any conditions, covenants, or restrictions hereunder, however, City shall have all other remedies available at law for breach of this Agreement. This Agreement may not be revoked but may be terminated when (a) all of the commercial space within the development on the Carmel Property that abuts the Plaza del Sol is neither vacant nor being used for any restaurant or retail purposes, and (b) the License Area is being used for purposes other than the Allowed Uses. Upon the satisfaction of both such conditions, the parties will cooperate to prepare, execute and record an instrument reflecting such termination.

11. **Definitions.** As used herein, the term "Permittees" shall mean Carmel and its heirs, successors, assigns, grantees, and mortgagees, and their tenants, ground tenants, subtenants and all persons who now or hereafter own or hold any possessory interest within the Carmel parcel, and the Carmel property concessionaires, agents, employees, customers, visitors, contractors, licensees and invitees of any them.

12. **Miscellaneous.**

(a) **Entire Agreement.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings and agreements between the parties. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as herein set forth.

(b) **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

(c) **Notices.** All notices, demands or other communications required or permitted to be given hereunder shall be in writing and any and all such items shall be deemed to have been duly delivered upon personal delivery; or as of the immediately following business day after deposit for overnight delivery with Federal Express or a similar overnight courier service, addressed as follows; or at the time delivery, as indicated by an electronically-generated delivery confirmation, after transmitting by telecopier to the telecopy number set forth below:

If to City:

City of Sunnyvale
456 West Olive Avenue
Sunnyvale, CA 94086
Attention: Director of Community Development
Telephone No.: (408) 730-7444

Telecopier No.: (408) 730-7715

with a copy to:

Office of the City Attorney
456 W. Olive Avenue
Sunnyvale, CA 94086
Attention: City Attorney
Telephone No.: (408) 730-7464
Telecopier No.: (408) 730-7468

If to Carmel:

CP III Sunnyvale T&C, LLC
1000 Sansome Street, Suite 180
San Francisco, California 94111
Attention: Dan Garibaldi
Telephone No.: (415) 273-2900
Telecopier No.: (415) 273-2901

with a copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 Seventeenth Street, Suite 1600
Denver, Colorado 80202
Attention: Andrew J. Schwartz, Esq.
Telephone No.: (303) 825-8400
Telecopier No.: (303) 825-6525

A copy of each notice shall also be sent to the address in the records of the City tax assessor for the applicable Owner. In the event that an Owner transfers all of its parcel, its address for notice hereunder shall automatically be changed to the address of the successor Owner as set forth in the instrument of transfer recorded in the Santa Clara County, California official real estate records ("Official Records"), and if the Carmel Property is transferred, the owner of the Carmel Property shall use commercially reasonable efforts to provide written notice thereof to the City at the address listed above. Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section.

(d) Headings; Recitals. The section headings which appear in some of the sections of this Agreement are for purposes of convenience and reference and are not in any sense to be construed as modifying the sections in which they appear. The recitals set forth above are incorporated into and made a part of this Agreement.

(e) Construction. The parties acknowledge that they have reviewed and revised this Agreement, and their counsel has done or has had the opportunity to do the same, and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

(f) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(g) Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument.

(1) Recording. Carmel may record this Agreement in the Official Records.

[remainder left blank; signatures follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____
day of _____, 2012.

CARMEL

CP III T&C Sunnyvale, LLC, a Delaware limited liability company

By: CP Investment III REIT, a Maryland real estate investment trust, its Managing Member

By: _____
Ron Zeff, President

CITY

CITY OF SUNNYVALE, CALIFORNIA, a California municipal corporation

Successor Agency to the Redevelopment Agency of the City of Sunnyvale

By: _____
Gary Luebbers,
Executive Director of Sunnyvale Successor Agency

REVIEWED AS TO FORM:

City Attorney
Of Sunnyvale Successor Agency

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 2012, before me, _____, a Notary Public in and for said State, personally appeared Ron Zeff, 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)

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 2012, before me, _____, a Notary Public in and for said State, personally appeared Gary Luebbbers, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(Seal)

Exhibit A

Carmel Property

PARCEL ONE:

PORTION OF LOT 2, AS SHOWN ON THE MAP OF "CHILLAN SUBDIVISION, TRACT NO. 4040", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 19, 1965, IN BOOK 198, PAGE 42 OF MAPS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF CAPELLA WAY, DISTANT THEREON SOUTH 75° 08' EAST, 113.70 FEET FROM THE TRUE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERLY LINE OF ARIES WAY, AS SAID WAYS ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF ARIES WAY, 3.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 75° 08' WEST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF CAPELLA WAY, 93.70 FEET; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF ARIES WAY, 111.00 FEET; THENCE SOUTH 75° 08' EAST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF CAPELLA WAY, 93.70 FEET TO A POINT ON A SOUTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTH 14° 52' WEST, ALONG SAID LAST NAMED LINE AND ALONG THE SOUTHWESTERLY PROLONGATION THEREOF, 111.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL TWO:

PORTION OF LOT 2, AS SHOWN ON THE MAP OF "CHILLAN SUBDIVISION, TRACT NO. 4040", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 19, 1965, IN BOOK 198, PAGE 42 OF MAPS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF CAPELLA WAY, DISTANT THEREON SOUTH 75° 08' EAST, 113.70 FEET FROM THE TRUE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERLY LINE OF ARIES WAY, AS SAID WAYS ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF ARIES WAY, 3.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 75° 08' EAST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF CAPELLA WAY, 100.00 FEET; THENCE NORTH 14° 52' EAST AND PARALLEL WITH THE NORTHWESTERLY LINE OF TAAFFE STREET, AS SAID STREET IS SHOWN UPON THE MAP ABOVE REFERRED TO, 27.00 FEET TO A POINT ON A NORTHEASTERLY LINE OF SAID LOT 2; THENCE NORTH 75° 08' WEST ALONG SAID LAST NAMED LINE, 100.00 FEET TO AN ANGLE CORNER FORMED BY SAID NORTHEASTERLY LINE AND A

SOUTHEASTERLY LINE OF SAID LOT 2, THENCE SOUTH 14° 52' WEST ALONG THE SOUTHEASTERLY PROLONGATION OF SAID LAST NAMED SOUTHEASTERLY LINE, 27.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL THREE:

PORTION OF LOTS 5, 6, 18 AND 19, BLOCK 6 AS SHOWN ON THE MAP OF THE TOWN OF ENCINAL, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 25, 1898 IN BOOK "I", PAGES 88 AND 89 OF MAPS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 5; DISTANT THEREON SOUTH 75° 08' EAST, 65.00 FEET FROM THE NORTHERLY CORNER THEREOF ON THE SOUTHEASTERLY LINE OF TAAFFE STREET, AS SAID LOT AND STREET ARE SHOWN UPON THE MAP OF CHILLAN SUBDIVISION, TRACT NO. 4040, RECORDED IN BOOK 198, PAGE 42 OF MAPS, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, THENCE NORTH 14° 52' EAST AND PARALLEL WITH THE NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF TAAFFE STREET, 7.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF TAAFFE STREET, 91.19 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND DISTANT 1.81 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF LOT 3, AS SAID LOT IS SHOWN UPON THE MAP OF TRACT NO. 4040 ABOVE REFERRED TO; THENCE SOUTH 75° 08' EAST ALONG SAID LAST NAMED PARALLEL LINE, 151.80 FEET; THENCE SOUTH 14° 52' WEST AND PARALLEL WITH SAID NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF TAAFFE STREET, 91.19 FEET; THENCE NORTH 75° 08' WEST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF LOT 5, AS SAID LOT IS SHOWN UPON THE MAP OF TRACT NO. 4040, ABOVE REFERRED TO, 151.80 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL FOUR:

LOT 5, TRACT NO. 4040, FILED AUGUST 19, 1965 IN BOOK 198 OF MAPS, PAGE 42, SANTA CLARA COUNTY RECORDS.

PARCEL FIVE:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF TAAFFE STREET (60.00 FEET WIDE) WITH THE NORTHERLY LINE OF LOT 20, BLOCK 6, AS SAID STREET AND LOT ARE SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF THE TOWN OF ENCINAL," RECORDED IN BOOK I OF MAPS AT PAGE 88 IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY; THENCE N 14° 52' 00" E ALONG SAID EASTERLY LINE OF TAAFFE STREET 100.00 FEET TO THE NORTHERLY LINE OF LOT 18, BLOCK 6; THENCE N 75° 08' 00" W ALONG THE WESTERLY PROLONGATION OF SAID NORTHERLY LINE OF LOT 18 OF BLOCK 6, 19.00 FEET;

THENCE S 14° 52' 00" W, 100.00 FEET TO THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 20; THENCE S 75° 08' 00" E, 19.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH LOTS 5, 6, 18 AND 19, BLOCK 6 AS SHOWN ON THE MAP OF THE TOWN OF ENCINAL, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 25, 1898 IN BOOK "T", AT PAGES 88 AND 89 OF MAPS.

EXCEPTING THEREFROM PORTION OF LANDS GRANTED TO DUBROVNIK ASSOCIATES, ET AL., BY DEED RECORDED FEBRUARY 20, 1998 AT INSTRUMENT NO. 14065119, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PORTION OF LOTS 5, 6, 18 AND 19, BLOCK 6 AS SHOWN ON THE MAP OF THE TOWN OF ENCINAL, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 25, 1898 IN BOOK "T", AT PAGES 88 AND 89 OF MAPS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 5; DISTANT THEREON SOUTH 75° 08' EAST, 65.00 FEET FROM THE NORTHERLY CORNER THEREOF ON THE SOUTHEASTERLY LINE OF TAAFFE STREET, AS SAID LOT AND STREET ARE SHOWN UPON THE MAP OF CHILLAN SUBDIVISION, TRACT NO. 4040, RECORDED IN BOOK 198, AT PAGE 42 OF MAPS, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, THENCE NORTH 14° 52' EAST AND PARALLEL WITH THE NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF TAAFFE STREET, 7.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF TAAFFE STREET, 91.19 FEET TO A POINT ON LINE WHICH IS PARALLEL WITH AND DISTANT 1.81 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF LOT 3, AS SAID LOT IS SHOWN UPON THE MAP OF TRACT NO. 4040 ABOVE REFERRED TO; THENCE SOUTH 75° 08' EAST ALONG SAID LAST NAMED PARALLEL LINE, 151.80 FEET; THENCE SOUTH 14° 52' WEST AND PARALLEL WITH SAID NORTHEASTERLY PROLONGATION OF SAID SOUTHEASTERLY LINE OF TAAFFE STREET, 91.19 FEET; THENCE NORTH 75° 08' WEST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF LOT 5, AS SAID LOT IS SHOWN UPON THE MAP OF TRACT NO. 4040, ABOVE REFERRED TO, 151.80 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL SIX:

PORTION OF LOT 6, BLOCK 7, AS SHOWN ON THE MAP ENTITLED "MAP OF THE TOWN OF ENCINAL", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 25, 1898 IN BOOK "T", OF MAPS AT PAGES 88 AND 89 OF MAPS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF TAAFFE STREET, WITH THE DIVIDING LINE BETWEEN LOTS 6 AND 7 IN BLOCK 7 AS SAID STREET, LOTS AND BLOCK ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE FROM SAID POINT OF BEGINNING NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF TAAFFE STREET FOR A DISTANCE OF 25.00 FEET TO THE SOUTHERNMOST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE DEED TO RUSSELL G. D'OENCH, JR., RECORDED APRIL 30, 1953 IN BOOK 2633 OF OFFICIAL RECORDS, PAGE 144, SANTA CLARA COUNTY RECORDS; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LAND SO DESCRIBED IN THE DEED TO D'OENCH, JR. FOR A DISTANCE OF 120.00 FEET; THENCE SOUTHWESTERLY AND PARALLEL WITH THE SAID NORTHWESTERLY LINE OF TAAFFE STREET FOR A DISTANCE OF 25.00 FEET TO A POINT IN THE SAID DIVIDING LINE BETWEEN LOTS 6 AND 7; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED LINE FOR A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

PARCEL SEVEN:

PORTION OF LOT 6, BLOCK 7, AS SHOWN ON THE MAP ENTITLED, "MAP OF THE TOWN OF ENCINAL", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 25, 1898 IN BOOK OF MAPS LETTERED "T", AT PAGE 88, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF TAAFFE STREET DISTANT THEREON NORTHEASTERLY 25 FEET FROM THE DIVIDING LINE BETWEEN LOTS 6 AND 7, AS SHOWN ON SAID MAP; THENCE ALONG SAID NORTHWESTERLY LINE OF TAAFFE STREET, NORTHEASTERLY 75 FEET TO THE DIVIDING LINE BETWEEN LOTS 5 AND 6, IN SAID BLOCK 7; THENCE ALONG SAID DIVIDING LINE NORTHWESTERLY 120 FEET; THENCE SOUTHWESTERLY AND PARALLEL WITH SAID NORTHWESTERLY LINE OF TAAFFE STREET, 75 FEET; THENCE SOUTHEASTERLY AND PARALLEL WITH THE DIVIDING LINE BETWEEN SAID LOTS 5 AND 6, 120 FEET TO THE POINT OF BEGINNING.

PARCEL EIGHT:

LOT 2, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "CHILLAN SUBDIVISION - TRACT NO. 4040", WHICH MAP WAS FILED FOR RECORD ON AUGUST 19, 1965 IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN BOOK 198 OF MAPS, AT PAGE 42.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND GRANTED TO RONALD WILLIAMS, AN INDIVIDUAL, IN A GRANT DEED RECORDED JUNE 29, 1987 IN BOOK 7767, AT PAGE 429 AND FURTHER DESCRIBED AS FOLLOWS:

PORTION OF LOT 2, AS SHOWN ON THE MAP OF CHILLAN SUBDIVISION, TRACT NO. 4040, RECORDED IN BOOK 198, AT PAGE 42 OF MAPS, RECORDS OF SANTA

CLARA COUNTY, CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF CAPELLA WAY, DISTANT THEREON SOUTH 75° 08' EAST 113.70 FEET FROM THE TRUE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERLY LINE OF ARIES WAY, AS SAID WAYS ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE NORTH 14° 52', EAST AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF ARIES WAY, 3.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 75° 08' WEST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF CAPELLA WAY, 93.70 FEET; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF ARIES WAY, 111.00 FEET; THENCE SOUTH 75° 08' EAST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF CAPELLA WAY 93.70 FEET TO A POINT ON A SOUTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTH 14° 52' WEST, ALONG SAID LAST NAMED LINE AND ALONG THE SOUTHWESTERLY PROLONGATION THEREOF, 111.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND GRANTED TO RONALD WILLIAMS, AN INDIVIDUAL, IN A GRANT DEED RECORDED JUNE 29, 1987 IN BOOK 7767, AT PAGE 429 AND FURTHER DESCRIBED AS FOLLOWS:

PORTION OF LOT 2, AS SHOWN ON THE MAP OF CHILLAN SUBDIVISION, TRACT NO. 4040, RECORDED IN BOOK 198, AT PAGE 42 OF MAPS, RECORDS OF SANTA CLARA COUNTY, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF CAPELLA WAY, DISTANT THEREON SOUTH 75° 08' EAST 113.70 FEET FROM THE TRUE POINT OF INTERSECTION THEREOF WITH THE SOUTHEASTERLY LINE OF ARIES WAY, AS SAID WAYS ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE NORTH 14° 52' EAST AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF ARIES WAY, 3.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 75° 08' EAST AND PARALLEL WITH SAID NORTHEASTERLY LINE OF CAPELLA WAY, 100.00 FEET; THENCE NORTH 14° 52' EAST AND PARALLEL WITH THE NORTHWESTERLY LINE OF TAAFFE STREET, AS SAID STREET IS SHOWN UPON THE MAP ABOVE REFERRED TO, 27.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE NORTH 75° 08' WEST ALONG SAID LAST NAMED LINE, 100.00 FEET TO AN ANGLE CORNER FORMED BY SAID NORTHEASTERLY LINE AND A SOUTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTH 14° 52' WEST ALONG THE SOUTHWESTERLY PROLONGATION OF SAID LAST NAMED SOUTHEASTERLY LINE, 27.00 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit B

License Area

[See attached]

EXHIBIT "B"
LEGAL DESCRIPTION
FOR: LICENSE AREA

All that certain real property situate in the City of Sunnyvale, County of Santa Clara, State of California, being a portion of Parcel 5 as shown on that certain Parcel Map recorded November 22, 2000 in Book 734 of Maps at Pages 17-21, Santa Clara County Records, and being more particularly described as follows:

Beginning at the most southwesterly corner of said Parcel 5;

Thence along the common line of Taffee Street and said Parcel 5, North 14°52'00" East, 30.00 feet;

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

1. South 75°08'00" East, 246.21 feet;
2. North 59°52'00" East, 14.14 feet;
3. South 75°08'00" East, 12.00 feet to a point on the easterly line of said Parcel 5;

Thence along said easterly line, the following three (3) courses and distances:

1. South 14°51'00" West, 30.99 feet;
2. North 75°09'00" West, 1.64 feet;
3. South 14°51'00" West, 9.01 feet to the southeasterly corner of said Parcel 5;

Thence along the southerly line of said Parcel 5, North 75°08'00" West, 266.58 feet to the Point of Beginning.

As shown on "SHEET 2" attached hereto and by this reference made a part hereof.

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

Date

5-2-12


Ryan M. Amaya LS 8134



EVELYN AVENUE

TAAFFE STREET

SOUTH FRANCES STREET

PARCEL 5
(734 M 17-21)

LICENSE AREA

30.00'

S 75°08'00" E 246.21'

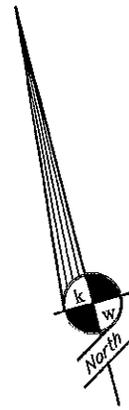
N 75°08'00" W 266.58'

POINT OF BEGINNING

LOT 3
(M)

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 14°52'00" E	30.00'
L2	N 59°52'00" E	14.14'
L3	S 75°08'00" E	12.00'
L4	S 14°51'00" W	30.99'
L5	N 75°09'00" W	1.64'
L6	S 14°51'00" W	9.01'



PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR: LICENSE AREA

SUNNYVALE

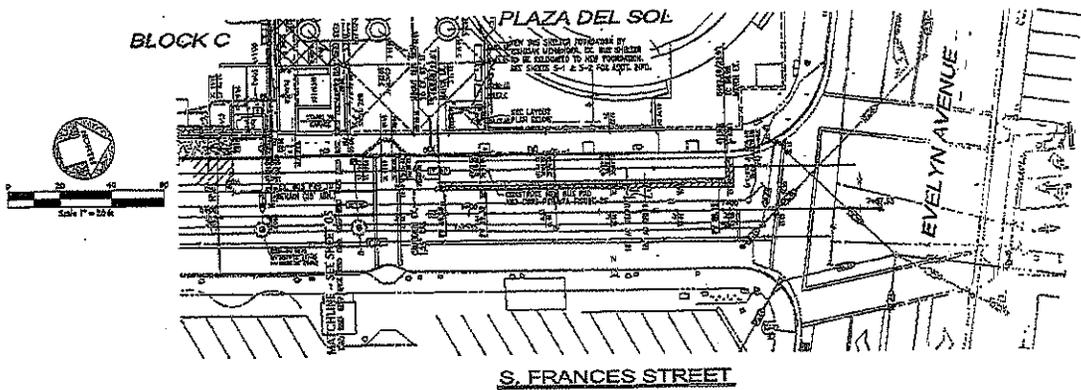
CALIFORNIA

EXHIBIT "B"



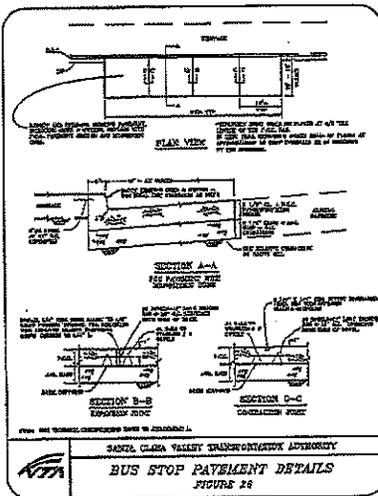
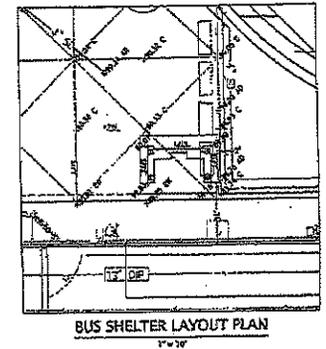
KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
3350 Scott Boulevard, Building 22 (408) 727 6665
Santa Clara, California 95054 fax (408) 727 5641

DATE	MAY 2012
SCALE	1" = 50'
DR. BY	SB
JOB	A05210-10
SHEET NO.	2 OF 2



CONSTRUCTION NOTES:

- CONTRACTOR SHALL PROVIDE #4 OR #5 BARS FOR REINFORCEMENT AND PROTECT REINFORCEMENT ON THE EXPOSED SIDE. REINFORCEMENT SHALL BE PERMITTED AS PART OF CONCRETE BURNING-IN OF PLANS.
- REINFORCEMENT SHALL BE PLACED IN THE CORNER OF THE CURB AND GUTTER TO PROTECT THE CURB FROM DAMAGE.



TECHNICAL SPECIFICATIONS

1. PCC shall be placed in a single lift and shall be finished to the grade in Section C. PORTLAND CEMENT CONCRETE FINISH shall be 100% COMPACTED AND FINISHED TO THE GRADE.
2. PCC strength shall be 4000 psi. A 28-day strength test shall be conducted on 100% of the PCC. The test results shall be reported to the Engineer.
3. All rebar shall be placed in accordance with the provisions of Section C. The rebar shall be placed in a single lift and shall be finished to the grade.
4. All rebar shall be placed in accordance with the provisions of Section C. The rebar shall be placed in a single lift and shall be finished to the grade.
5. Reinforcement shall be placed in the corner of the curb and gutter to protect the curb from damage.
6. Concrete shall be placed in a single lift and shall be finished to the grade.
7. Concrete shall be placed in a single lift and shall be finished to the grade.

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

BUS STOP PAVEMENT DETAILS

ATTACHMENT 6 PLAN SHEET 06

ATTACHMENT 4

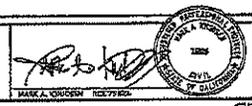
Page 1 of 3

NO.	REVISION	BY	DATE
1			
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KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, INC.
 3530 Santa Boulevard, Building 22
 Santa Clara, California 95054
 (408) 727-5565
 Fax (408) 727-5541

PUBLIC STREET PLANS FOR THE IMPROVEMENT OF
 OLSON WAY, TAAFFE STREET, ARIES WAY
 AND S. FRANCES STREET
 SUNNYVALE FOR: CARHEL PARTNERS CALIFORNIA

S. FRANCES STREET & TAAFFE STREET
 OFF-SITE IMPROVEMENT PLAN



DATE: 5/17/2012 SHEET: 06
 SCALE: AS SHOWN
 DESIGNED: SAC
 DRAWN: STAFF
 CITY JOB No. SD 12-02

I. GENERAL

1. THESE GENERAL NOTES APPLY UNLESS SPECIFICALLY NOTED OTHERWISE.
2. ALL CONSTRUCTION, TESTING AND INSPECTION SHALL CONFORM TO THE 2010 CALIFORNIA BUILDING CODE.
3. VERIFY ALL EXISTING FEATURES AND CONDITIONS (DIMENSIONS, ELEVATIONS, ETC.) UPON WHICH THESE DRAWINGS RELY.
4. OMISSIONS OR DISCREPANCIES BETWEEN THE VARIOUS ELEMENTS OF THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND STRUCTURAL ENGINEER BEFORE PROCEEDING WITH THE WORK.

II. CONCRETE

1. ALL CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH ACI 318. USE MIXES WITH MAXIMUM AGGREGATE SIZE APPROPRIATE FOR FORM AND REBAR CLEARANCES TO BE INDICATED (SEE A.C.I.).
2. THE PROPOSED MATERIALS AND MIX DESIGN SHALL BE FULLY DOCUMENTED AND REVIEWED BY THE OWNER'S TESTING LABORATORY. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE REQUIRED DESIGN STRENGTH. SUBMIT TEST DATA ON EACH PROPOSED MIX FOR REVIEW IN ACCORDANCE WITH CSD10 SECTION 1105.
3. ALL CONCRETE SHALL HAVE THE FOLLOWING 28-DAYS' STRENGTHS (MINIMUM PSI) SLAB ON GRADE AND SEAT WALL: 4,000 PSI NORMAL WEIGHT
4. SCHEDULING OF WORK MAY REQUIRE DESIGN STRENGTH IN SHORTER PERIODS OF TIME (LESS THAN 28 DAYS).
5. CONSTRUCTION JOINTS SHALL BE INTENTIONALLY DOUBLED UP BY SAND BLASTING OR MECHANICAL MEANS AND CLEARED BEFORE NEW POUR. LOCATION TO BE APPROVED BY THE STRUCTURAL ENGINEER.
6. ALL CONCRETE TO BE REINFORCED UNLESS SPECIFICALLY NOTED "NOT REINFORCED".
7. PORTLAND CEMENT SHALL CONFORM TO A.S.T.M. C-150 TYPE I, LOW ALKALI.
8. AGGREGATE FOR HARDENED CONCRETE SHALL CONFORM TO ALL REQUIREMENTS AND TESTS OF A.S.T.M. C-309. USE COURSE AGGREGATE FOR STRUCTURAL SLAB AND SLAB ON GRADE CONSTRUCTION. EXCEPTIONS MAY BE USED ONLY WITH PERMISSION OF THE STRUCTURAL ENGINEER.
9. EXPOSED CONCRETE SURFACES SHALL HAVE COLORING ADDED TO MIX DESIGN COLOR TO BE VERIFIED.

III. REINFORCING STEEL

1. ALL REINFORCING STEEL SHALL BE PLACED IN CONFORMANCE WITH "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318 LATEST APPROVED EDITION), AND THE "ACI DETAILING MANUAL" AS ADVISED BY THE PROJECT DRAWINGS AND SPECIFICATIONS.
2. REINFORCING STEEL TO BE A.S.T.M. A615, GRADE 60 DEFORMED BARS, GRADE 40 FOR #3 UNLESS NOTED. WELDED WIRE FABRIC TO BE ASTM A685, ASTM A706 WHERE WELDING IS REQUIRED.
3. ALL REINFORCING STEEL AND EMBODIMENTS TO BE HELD SECURELY IN PLACE PRIOR TO PLACING CONCRETE. PROVIDE SUFFICIENT SUPPORTS TO ALLOW WALKING OR REINFORCEMENT WITHOUT DEFORMING BARS.
4. WELDING OF REINFORCING OR TACK WELDING OF REINFORCING BARS TO OTHER BARS OR TO PLATES, IS PROHIBITED UNLESS APPROVED BY STRUCTURAL ENGINEER.
5. REINFORCING STEEL SHALL HAVE THE FOLLOWING CONCRETE COVER BUT NOT LESS THAN ONE (1) BAR DIAMETER UNLESS OTHERWISE NOTED:
 - A. CONC. CAST AND PERMANENTLY EXPOSED TO EARTH
NOT FORMED _____ 3" MIN
 - B. CONC. FORMED AND EXPOSED TO EARTH OR WEATHER
AS THROUGH IT BARS _____ 2"
AS BARS, TIES OR CH. WIRE AND SMALLER _____ 1 1/2"
6. DETAIL ACCORDING TO ACI STANDARD 318, MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES.

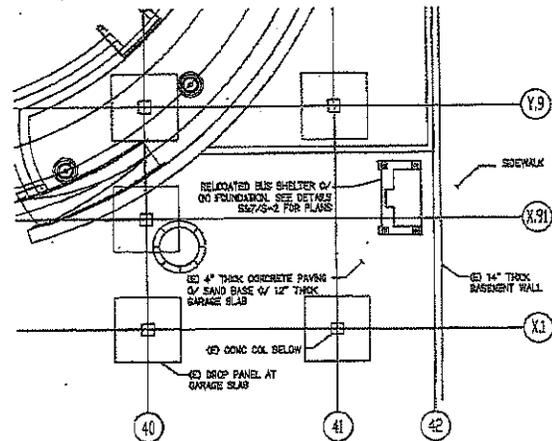
IV. TESTING AND INSPECTION

SPECIAL INSPECTION IN ACCORDANCE WITH SECTION 1104 IS REQUIRED FOR BUT NOT LIMITED TO:

- A. PLACEMENT OF CONCRETE AND REINFORCING STEEL.
- B. ANCHOR BOLTS SET IN CONCRETE.
- C. CONCRETE/GROUT STRENGTH TESTING.
- D. FIELD AND SHOP WELDING, IF REQUIRED.

SCOPE OF WORK:

1. RELOCATE EXISTING BUS SHELTER TO NEW LOCATION OVER NEW FOUNDATION OVER EXISTING PLAZA STRUCTURE.



1 BUS SHELTER RELOCATION KEY PLAN

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