

HAND-DELIVERED

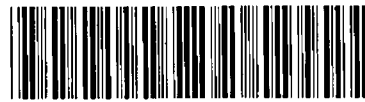
RD. SUP. 18 JUL 6PM 1995

Recording requested by and
when recorded return to:

COUNTY OF SANTA CLARA
Roads and Airports Department
101 Skyport Drive
San Jose, CA 95110-1302

2010-11

DOCUMENT: 20133414



Pages: 8

Fees... + No Fees
Taxes...
Copies...
AMT PAID

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
County Agency

RDE # 004
6/07/2010
3:54 PM

AGREEMENT BY OWNER OR HIS SUCCESSORS IN INTEREST
TO CONSTRUCT FUTURE LAND DEVELOPMENT IMPROVEMENTS
(DEFERRED IMPROVEMENT AGREEMENT)

Project Identification: 10084-15-71-09B R1 ARBOR AVE

This is an agreement between the COUNTY OF SANTA CLARA, hereinafter referred to as
"County", and Thomas L. Barick and Elena N. Aristova

hereinafter referred to as "Owner".

WHEREAS, Owner desires to develop the property located at 1295 Arbor Ave.
LOS ALTOS, CA 94024 and more particularly described in Exhibit A
("Property") and wishes to defer construction of permanent improvements and County
agrees to such deferment provided Owner agrees to construct improvements as herein provided.

NOW, THEREFORE, IT IS AGREED:

I. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

This agreement is an instrument affecting the title or possession of the real property
described in Exhibit A ("Property"). All the terms, covenants and conditions herein imposed shall
be binding upon the successors in interest of Owner. Upon annexation to any city or upon
inclusion in a city incorporation, Owner agrees to fulfill all the terms of this agreement upon
demand by such city as though Owner had contracted with such city originally. Any annexing or
incorporating city shall have all the rights of a third party beneficiary.

II. STREET AND DRAINAGE IMPROVEMENTS

- A. County and Owner agree that the improvements set forth in this section may be deferred
because it is not practical to install full street and drainage improvements at this time.
B. Owner agrees to construct the following improvements on the Property as well as the
required off-site improvements in the manner set forth in this agreement.

Improvements required by the County and generally described on Exhibit B:
(Cross out the improvements that are not required).

1. Curb and Gutter
2. Sidewalks
3. Driveways
4. Street grading, base and paving
5. Storm drainage facilities
6. Erosion control plantings and facilities
7. Electroliers

To be recorded without fee
as per Gov. Code 6103

APN: 831-04-089

1090

Arbor Ave.

8. Underground conduit with wiring and pull boxes
9. Barricades and other improvements needed for traffic safety
10. Street trees and other improvements between the curb and property line
11. Relocation of existing fences, signs and utilities

C. When the County Road Commissioner determines that the reasons for the deferment of the improvements as set forth in Section II no longer exist he shall notify Owner in writing to commence the installation and construction. The notice shall be mailed to the current owner or owners of the land as shown on the latest adopted County assessment roll. The notice shall describe the work to be done by owner(s), the time within which the work shall commence and the time within which the work shall be completed. All or any portion of said improvements as described herein and on Exhibit B may be required at a specified time. COUNTY at its sole option may take responsibility for the construction of the improvements. If the construction of the improvements is to be done by the County, Owner is obligated to pay Owner's pro rata share of the cost. In this case, the notice shall include the amount to be paid and the time when payment must be made.

III. PERFORMANCE OF THE WORK

If County chooses not to take responsibility for the construction of the improvements, owner agrees to perform the work and/or make the payments required by the County as set forth herein or as modified by the Board of Supervisors. Owner shall cause plans and specification for the improvements to be prepared by a Civil Engineer registered in the State of California and must submit said improvement plans and specifications for approval prior to commencement of the work described in the notice, must obtain County permits and must pay County permit and inspection fees.

The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval. Owner agrees to complete the work within the time specified in the notice and to notify the County at least 48 hours prior to start work. In the event Owner fails to construct any improvements required under his agreement, County may, at its option, do the work and collect all the costs from the owner including County administrative costs. Owner hereby agrees to pay all such costs. Permission to enter onto the property of Owner is granted to County or its contractor as may be necessary to construct such improvements.

IV. JOINT COOPERATIVE PLAN

Owner agrees to cooperate with other property owners and/or public agencies to provide the improvements set forth herein under a joint cooperative plan including the formation of a local improvement district, if this method is feasible to secure the installation and construction of the improvements. Owner is obligated to pay Owner's pro rata share of the improvements based on Owner's responsibilities as designated herein and in Exhibit B.

V. MAINTENANCE OF IMPROVEMENTS

County agrees to accept for maintenance those improvements specified in Section II which are constructed and completed in accordance with County standards and requirements and are installed within rights of way or easements dedicated and accepted by resolution of the Board of Supervisors.

VI. BONDS

Prior to approval of improvement plans by the County, Owner may be required to execute and deliver to the County a faithful performance bond and a labor and materials bond in an amount and form acceptable to County to be released by the Board of Supervisors in whole or in part upon completion of the work required and payment of all persons furnishing labor and materials in the performance of the work.

VII. INSURANCE AND PERMITS

Owner shall obtain all necessary permits prior to commencement of the work. Owner shall maintain, or shall require any contractor engaged to perform the work to maintain, at all times during the performance of the work required herein, a separate policy of insurance in a form and amount acceptable to County. The insurance shall be approved by County prior to the commencement of work.

VIII. INDEMNITY

The Owner shall indemnify, defend and hold harmless the County, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by Owner (including those matters arising out of the deferment of the required improvements) and/or its agents, employees, or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. The Owner shall reimburse the County for all costs, attorneys' fees, expenses and by the sole negligence or willful misconduct of personnel employed by the County. The Owner shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Owner is obligated to indemnify, defend and hold harmless the County under this Agreement.

IX. NOTICES

All notices, requests, demands, and other communications hereunder shall be in writing and shall be given (i) by Federal Express (or other established express delivery service which maintains delivery records), (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as the Parties may designate by written notice in the above manner.

To the County:

Land Development, Survey & Property
County of Santa Clara
Roads and Airports Department
101 Skyport Drive
San Jose, CA 95110

Phone No: (408)573-2487

Fax No: (408)441-0275

To the Owner:

Phone No:

Fax No:

//
//
//
//
//

X. RECORDATION

This Agreement shall be recorded in the appropriate public records of Santa Clara County, California.

XI. MISCELLANEOUS

This agreement may be modified or amended only by a writing duly executed by both Parties. The invalidity or unenforceability of any provisions of this Agreement or the applicability or inapplicability to either Party, as determined by a court, shall in no way affect the validity or enforceability of any of the remaining provisions hereof or their applicability to the other Party. This Agreement shall be construed according to and governed by the laws of the State of California.

IN WITNESS WHEREOF, County has executed this agreement as of

~~April 29, 2010~~ *MJM*
6/4/10

COUNTY OF SANTA CLARA

M. J. Mundt
County Road Commissioner
Michael Mundt

IN WITNESS WHEREOF, Owner has executed this agreement as of

~~5/28/10~~
Thomas L. Rauls
Elena N. Hristova

Thomas L. Rauls
Owner(s)
Elena N. Hristova
(Sign Names Exactly as they appear on
Deed of Title)

Thomas L. Rauls 6/1/10
Elena N. Hristova 6/1/10
Elena N. Hristova

ATTACH NOTARY FORM

APPROVED AS TO FORM AND LEGALITY:

Bethy Krethman
Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

Guadalupe Rosales

"Notary Public"

On JUN 04 2010

Date

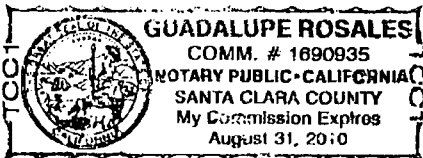
before me,

Here Insert Name and Title of the Officer

personally appeared

Michael J. Murdter

Name(s) of Signer(s)



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

Guadalupe Rosales

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deferred Improvement Asmt #10084-15-71-09B-R1

Document Date: JUN 04 2010

Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

On 1 June, 2010

Date

before me,

Arbella Danilo

Notary Public

Here Insert Name and Title of the Officer

personally appeared

Thomas L. Rarick

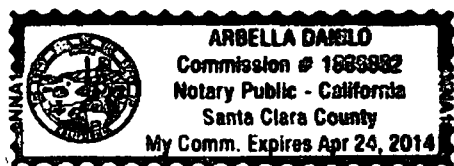
Name(s) of Signer(s)

and Elena N. Hristova

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.



Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Deferred Improvement Agreement

Document Date:

1 June, 2010

Number of Pages:

4

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Thomas L. Rarick

☒ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer's Name:

Elena N. Hristova

☒ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Exhibit A

DEED

All that certain parcel of land described in that Grant Deed, from Wayne Carter, Jr., Trustee of the Irval W. and Florence D. Carter, Revocable Trust dated October 29, 1990 and Wayne Carter, Jr., Trustee of the Carter Credit Shelter Trust dated August 5, 1994 to Thomas L. Rarick and Elena N. Hristova, husband and wife as community property with right of survivorship in Document number 17028348 Official Records, Office of the Recorder, County of Santa Clara, State of California, which description is by this reference incorporated herein.

DOCUMENT: 18267063

Pages: 6



Fees... * No Fees
Taxes...
Copies...
AMT PAID

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
County Agency

RDE # 007
3/09/2005
1:27 PM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

#22
When Recorded

return to:
COUNTY OF SANTA CLARA
Roads and Airports Dept
101 Skyport Drive
San Jose, CA 95110

2005-03

1090
Project:

DEED OF RIGHT OF WAY ORIGINAL

RICHARD J. KEHRIG AND JEAN L. KEHRIG, HUSBAND
AND WIFE AS TRUSTEES OF THE 1989 KEHRIG LIVING TRUST

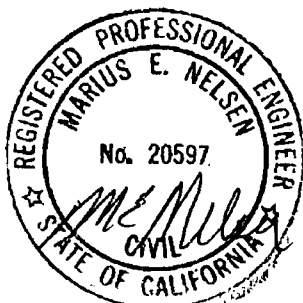
DATED SEPTEMBER 29, 1989, AS AMENDED AND RESTATED ON
(NAME OF GRANTOR(S)) MARCH 13, 1996

grant(s) to the County of Santa Clara, a political subdivision of the State of California, for public street and road purposes a Right-of-Way and Easement in, over, under, upon and across all that real property situated in the County of Santa Clara, State of California, described as follows:

(Write legal description here or--See Exhibit "A" attached hereto--optional)

See Exhibit "A" attached here to

To be recorded without fee
as per Gov. Code §103



CHECK FOR ACCURACY AND COMPLIANCE
WITH COUNTY REQUIREMENTS

Marius E. Nelsen

Name of Civil Engineer or Land Surveyor

To be recorded without fee
as per Gov. Code §103

Marius E. Nelsen

RCE 20597
Exp 9-05

Marius E. Miller

10/18/04

(RCE or LS Number)

Date

RCE 20597, Exp 9-05

IN WITNESS WHEREOF, the said Owner(s) has executed this Deed on

10-21-04

.....

(OWNER)

.....

(OWNER)

.....

(OWNER)

Richard J. Kehrig.....

Date

(OWNER)

Richard J. Kehrig

Jean L. Kehrig.....

(OWNER)

Jean L. Kehrig

.....

(OWNER)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara } ss.

On October 21, 2004 before me, Margarita V. Handley, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Richard J. Kehrig and Jean L. Kehrig
Name(s) of Signer(s)

☒ personally known to me
☐ 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.

WITNESS my hand and official seal.

A handwritten signature in dark ink, appearing to be "M. Handley", written over a horizontal line. Below the line, the words "Notary Public" are printed in small text.

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deed of Right of Way

Document Date: October 21, 2004 Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

EXHIBIT A

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

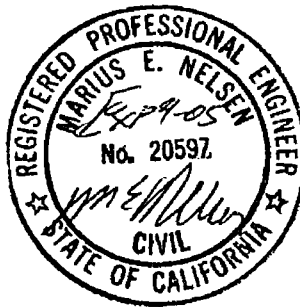
Portion of Lot 80, as shown upon that certain map entitled, "Map of Los Altos Country Club Properties," which map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on January 21, 1924 in Book R of Maps at page 50 and more particularly described as follows:

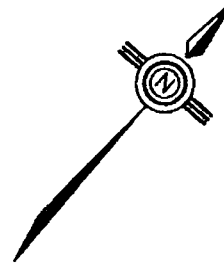
BEGINNING on the center line of Arbor Avenue, distant thereon S46°41'E 90.00 feet from the most Westerly corner of Lot 80 as said Avenue and Lot are shown on the above mentioned map; thence proceeding along said center line S46°41'E 85.14 feet; thence leaving said center line and proceeding parallel to the Northwesternly line of said Lot 80 N43°44'E 20.00 feet; thence proceeding parallel to said center line N46°41'W 85.14 feet; thence parallel to said Northwesternly line S43°44'W 20.00 feet to the point of **BEGINNING**.

Containing 1,703 square feet more or less and being a portion of the above mentioned Lot 80 as shown on the above mentioned Map.

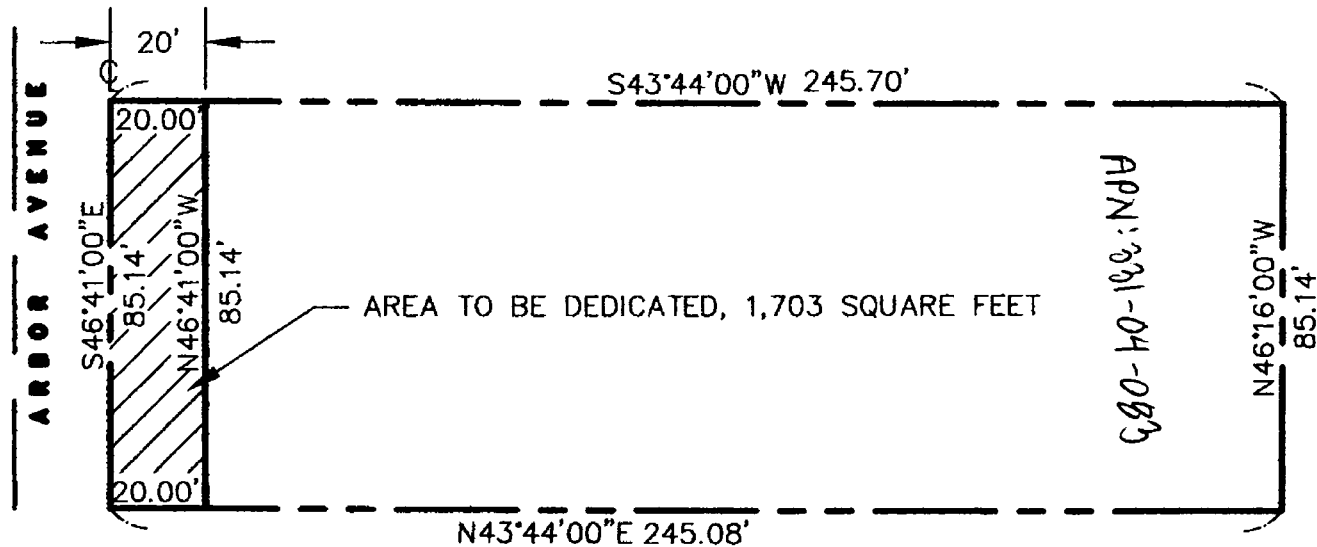
APN 331-04-083

/jobs/kehrig/exa.doc





SCALE: 1" = 40'



PLAT TO ACCOMPANY EXHIBIT A
FOR THE DEDICATION OF A HALF
STREET 20 FEET WIDE, 1355 ARBOR AVE.
LOS ALTOS, CA (APN 331-04-083)

Deed Type: RIGHT OF WAY

Project: ARBOR AVENUE

Parcel No.: 331-04-083

Grantor: 1989 KEHRIG LIVING TRUST

**CERTIFICATE OF ACCEPTANCE
(Government Code, Section 27281)**

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara, in accordance with that certain resolution adopted on October 7, 1997, and the County further consents to recordation thereof by its duly authorized officer.

Executed this 8th day of March, 2005

By: M. J. Murdter
Michael J. Murdter, Director
Roads & Airports Department

#27

1090

When Recorded
return to:
COUNTY OF SANTA CLARA
Roads and Airports Dept
101 Skyport Drive
San Jose, CA 95110

2005-7

DOCUMENT: 18267069



Pages: 7

Fees... * No Fees
Taxes...
Copies...
AMT PAID

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
County Agency

RDE # 007
3/09/2005
1:27 PM

AGREEMENT BY OWNER OR HIS SUCCESSORS IN INTEREST
TO CONSTRUCT FUTURE LAND DEVELOPMENT IMPROVEMENTS
(DEFERRED IMPROVEMENT AGREEMENT)

Project Identification: Land Use File #8978-15-71-04B R1

This is an agreement between the COUNTY OF SANTA CLARA, hereinafter
referred to as "County", and _____

RICHARD J. and JEAN L. KEHRIG
hereinafter referred to as "Owner".

WHEREAS, Owner desires to develop the property described in Exhibit A and wishes
to defer construction of permanent improvements and County agrees to such deferment
provided Owner agrees to construct improvements as herein provided.

NOW, THEREFORE, IT IS AGREED:

I. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

This agreement is an instrument affecting the title or possession of the real property
described in Exhibit A. All the terms, covenants and conditions herein imposed shall be
binding upon and inure to the benefit of the successors in interest of Owner. Upon the sale or
division of the property described in Exhibit A the terms of this agreement shall succeed to the obligations
imposed on Owner by this agreement. Upon annexation to any City, Owner agrees to fulfill all
the terms of this agreement upon demand by such City as though Owner had contracted with
such City originally. Any annexing City shall have all the rights of a third party beneficiary.

II. STREET AND DRAINAGE IMPROVEMENTS

- A. County and Owner Agree that the improvements set forth in this section
may be deferred because:

It is not practical to install full street and drainage improvements at this
time.

- B. Owner agrees to construct the following improvements on the property
described in Exhibit A as well as required off-site improvements in
the manner set forth in this agreement:

Improvements required by County and generally described on Exhibit B.
(Cross out improvements that are not required).

1. Curb and Gutter
2. Sidewalks
3. Driveways
4. Street grading, base and paving
5. Storm drainage facilities
6. Erosion control plantings and facilities
7. Electroliers
8. Underground conduit with wiring and pull boxes
9. Barricades and other improvements needed for traffic safety.
10. Street trees and other improvements between the curb and
property line.
11. Relocation of existing fences, signs and utilities.

2

12. Payments of a pro rata share of the costs as determined by the County of a storm drainage or street improvement which has been, or is to be, provided by others or jointly provided by Owner and others where such facility benefits the property described in Exhibit A.

- C. When the County Road Commissioner ~~or County Surveyor~~ determines that the reasons for the deferment of the improvements as set forth in Section II no longer exists, he shall notify Owner in writing to commence their installation and construction. The notice shall be mailed to the current owner or owners of the land as shown on the latest adopted County assessment roll. The notice shall describe the work to be done by owners, the time within which the work shall commence and the time within which the work shall be completed. All or any portion of said improvements may be required at a specified time. Each owner shall participate on a pro rata basis in the cost of the improvements to be installed. If Owner is Obligated to pay a pro rata share of a cost of a facility provided by others, the notice shall include the amount to be paid and the time when payment must be made.

III. PERFORMANCE OF THE WORK

Owner agrees to perform the work and make the payments required by County as set forth herein or as modified by the Board of Supervisors. Owner shall cause plans and specifications for the improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications for approval prior to commencement of the work described in the notice and to pay County inspection fees. The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval. Owner agrees to commence and complete the work within the time specified in the notice and to notify the County at least 48 hours prior to start of work. In the event Owner fails to construct any improvements required under this agreement, County may, at its option, do the work and collect all the costs from the owner. Permission to enter onto the property of Owner is granted to County or its contractor as may be necessary to construct such improvements.

IV. JOINT COOPERATIVE PLAN

Owner agrees to cooperate upon notice by County with other property owners, the County and other public agencies to provide the improvements set forth herein under a joint cooperative plan including the formation of a local improvements district, if this method is feasible to secure the installation and construction of the improvements.

V. REVIEW OF REQUIREMENTS

If Owner disagrees with the requirements set forth in any notice to commence installation of improvements he shall, within 30 days of the date the notice was mailed, request a review of the requirements by the Board of Supervisors of County. The Decision of this Board shall be binding upon both County and Owner.

VI. MAINTENANCE OF IMPROVEMENTS

County agrees to accept for maintenance those improvements specified in Section II which are constructed and completed in accordance with County standards and requirements and are installed within rights of way or easements dedicated and accepted by resolution of the Board of Supervisors.

Deferred Improvement Agreement

ORIGINAL

Owner agrees to provide any necessary temporary drainage facilities, access road or other required improvements, to assume responsibility for the proper functioning thereof, to submit plans to the appropriate County agency for review, if required, and to maintain said improvements and facilities in a manner which will preclude any hazard to life or health or damage to adjoining property.

BONDS

VII. Prior to approval of improvement plans by the County, Owner may be required to execute and deliver to the County a faithful performance bond and a labor and materials bond in an amount and form acceptable to County to be released by the Board of Supervisors in whole or in part upon completion of the work required and payment of all persons furnishing labor and materials in the performance of the work.

VIII. INSURANCE

Owner shall maintain, or shall require any contractor engaged to perform the work to maintain, at all times during the performance of the work called herein, a separate policy of insurance in a form and amount acceptable to County.

IX. INDEMNITY

The Developer shall assume the defense and indemnify and save harmless the County, its officers, agents, and employees, from every expense, liability or payment by reason of injury "including death" to persons or damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of the Developer, his employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this agreement, on any part of the premises, including those matters arising out of the deferment of permanent drainage facilities or the adequacy, safety, use or nonuse of temporary drainage facilities, the performance or nonperformance of the work. This provision shall not be deemed to require the developer to indemnify the County against the liability for damage arising from the sole negligence or willful misconduct of the County or its agents, servants or independent contractors who are directly responsible to the County.

IN WITNESS WHEREOF, County has executed this agreement as of

3/4/05

COUNTY OF SANTA CLARA

M. J. Mundt

Michael Mundt

County Road Commissioner

~~County Surveyor~~

IN WITNESS WHEREOF, Owner has executed this agreement as of

10/21/04

Richard J. Kehrig
Owner(s)

Jean L. Kehrig
Jean L. Kehrig

(Sign Names Exactly as they Appear on Deed of Title).

APPROVED AS TO FORM AND LEGALITY:

Brian L. Cam

8/4/99

Deputy County Counsel

(Date)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

} ss.

Kent R. Mitchell
"Notary Public"On **MAR 04 2005**

, before me,

Date

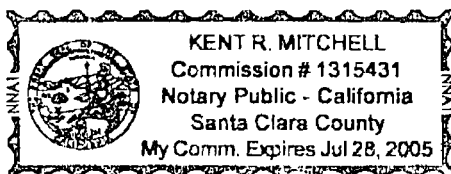
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Michael Murrell

Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: Definite Improvement Agreement # 8978-15-71-04B-R1Document Date: **MAR 04 2005**

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

} ss.

On

October 21, 2004

before me,

Margarita V. Handley, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

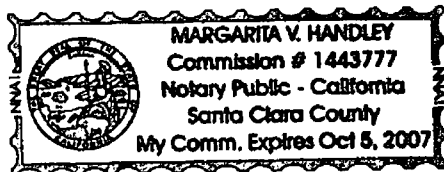
Richard J. Kehrig and Jean L. Kehrig

Name(s) of Signer(s)

☐ personally known to me

☒ 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.



WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Deferred Improvement Agreement

Document Date:

October 21, 2004

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

**RIGHT THUMBPRINT
OF SIGNER**

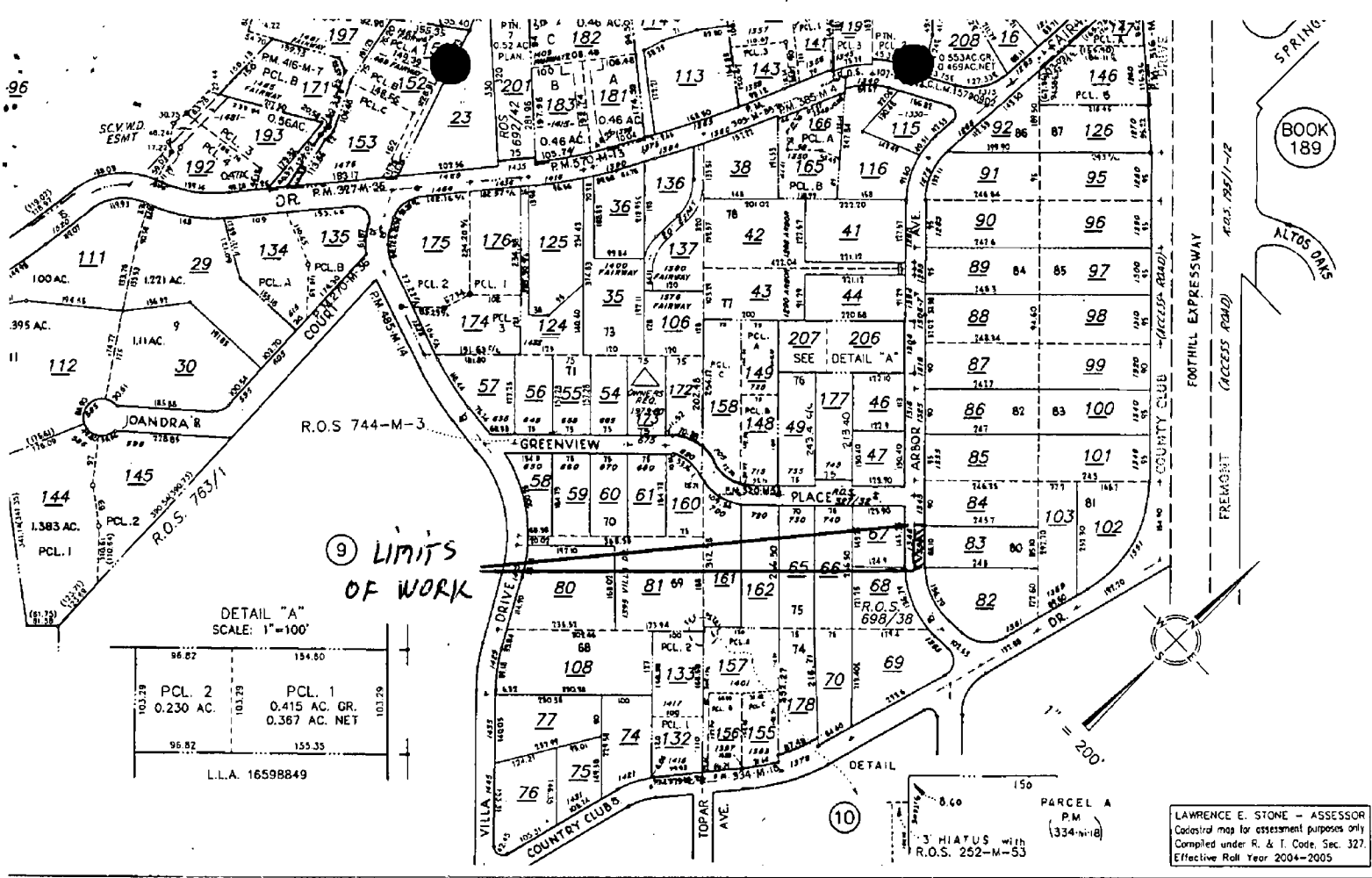
Top of thumb here

EXHIBIT "A"

LEGAL DESCRIPTION

M A P

All that certain parcel of land described as
parcel 083 as shown on that certain MAP recorded
in Book 331 of Maps, page 4, Office of the
Recorder, County of Santa Clara, State of California,
which description is by this reference incorporated
herein.



When Recorded

return to:

COUNTY OF SANTA CLARA

Roads and Airports Dept

101 Skyport Drive

San Jose, CA 95110

2000-44

DOCUMENT: 15423570



Titles: 1 / Pages: 8

Fees: + No Fees

Taxes:

Copies:

AMT PAID

ORI

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
County Agency

RDE # 006
10/16/2000
11:57 AM

1090
AGREEMENT BY OWNER OR HIS SUCCESSORS IN INTEREST
TO CONSTRUCT FUTURE LAND DEVELOPMENT IMPROVEMENTS
(DEFERRED IMPROVEMENT AGREEMENT)

Project Identification: 7709-16-73-00B Arbor Avenue

This is an agreement between the COUNTY OF SANTA CLARA, hereinafter referred to as "County", and Michael R. DENTINGER and Nanette S. Dentinger Trustees of the DENTINGER 1994 TRUST, hereinafter referred to as "Owner".

WHEREAS, Owner desires to develop the property described in Exhibit A and wishes to defer construction of permanent improvements and County agrees to such deferment provided Owner agrees to construct improvements as herein provided.

NOW, THEREFORE, IT IS AGREED:

I. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

APN: 331-10-099
This agreement is an instrument affecting the title or possession of the real property described in Exhibit A. All the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of the successors in interest of Owner. Upon the sale or division of the property described in Exhibit A the terms of this agreement shall succeed to the obligations imposed on Owner by this agreement. Upon annexation to any City, Owner agrees to fulfill all the terms of this agreement upon demand by such City as though Owner had contracted with such City originally. Any annexing City shall have all the rights of a third party beneficiary.

II. STREET AND DRAINAGE IMPROVEMENTS

- A. County and Owner Agree that the improvements set forth in this section may be deferred because:

It is not practical to install full street and drainage improvements at this time.

- B. Owner agrees to construct the following improvements on the property described in Exhibit A as well as required off-site improvements in the manner set forth in this agreement:

Improvements required by County and generally described on Exhibit B.
(Cross out improvements that are not required).

1. Curb and Gutter
2. Sidewalks
3. Driveways
4. Street grading, base and paving
5. Storm drainage facilities
6. Erosion control plantings and facilities
7. Electroliers
8. Underground conduit with wiring and pull boxes
9. Barricades and other improvements needed for traffic safety.
10. Street trees and other improvements between the curb and property line.
11. Relocation of existing fences, signs and utilities.

JAN 10 1990

44-0008

12. Payments of a pro rata share of the costs as determined by the County of a storm drainage or street improvement which has been, or is to be, provided by others or jointly provided by Owner and others where such facility benefits the property described in Exhibit A.

C. When the County Road Commissioner ~~or County Surveyor~~ determines that the reasons for the deferment of the improvements as set forth in Section II no longer exists, he shall notify Owner in writing to commence their installation and construction. The notice shall be mailed to the current owner or owners of the land as shown on the latest adopted County assessment roll. The notice shall describe the work to be done by owners, the time within which the work shall commence and the time within which the work shall be completed. All or any portion of said improvements may be required at a specified time. Each owner shall participate on a pro rata basis in the cost of the improvements to be installed. If Owner is Obligated to pay a pro rata share of a cost of a facility provided by others, the notice shall include the amount to be paid and the time when payment must be made.

III. PERFORMANCE OF THE WORK

Owner agrees to perform the work and make the payments required by County as set forth herein or as modified by the Board of Supervisors. Owner shall cause plans and specifications for the improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications for approval prior to commencement of the work described in the notice and to pay County inspection fees. The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval. Owner agrees to commence and complete the work within the time specified in the notice and to notify the County at least 48 hours prior to start of work. In the event Owner fails to construct any improvements required under this agreement, County may, at its option, do the work and collect all the costs from the owner. Permission to enter onto the property of Owner is granted to County or its contractor as may be necessary to construct such improvements.

IV. JOINT COOPERATIVE PLAN

Owner agrees to cooperate upon notice by County with other property owners, the County and other public agencies to provide the improvements set forth herein under a joint cooperative plan including the formation of a local improvements district, if this method is feasible to secure the installation and construction of the improvements.

V. REVIEW OF REQUIREMENTS

If Owner disagrees with the requirements set forth in any notice to commence installation of improvements he shall, within 30 days of the date the notice was mailed, request a review of the requirements by the Board of Supervisors of County. The Decision of this Board shall be binding upon both County and Owner.

VI. MAINTENANCE OF IMPROVEMENTS

County agrees to accept for maintenance those improvements specified in Section II which are constructed and completed in accordance with County standards and requirements and are installed within rights of way or easements dedicated and accepted by resolution of the Board of Supervisors.

Deferred Improvement Agreement

Owner agrees to provide any necessary temporary drainage facilities, access road or other required improvements, to assume responsibility for the proper functioning thereof, to submit plans to the appropriate County agency for review, if required, and to maintain said improvements and facilities in a manner which will preclude any hazard to life or health or damage to adjoining property.

BONDS

- VII. Prior to approval of improvement plans by the County, Owner may be required to execute and deliver to the County a faithful performance bond and a labor and materials bond in a n amount and form acceptable to County to be released by the Board of Supervisors in whole or in part upon completion of the work required and payment of all persons furnishing labor and materials in the performance of the work.

VIII. INSURANCE

Owner shall maintain, or shall require any contractor engaged to perform the work to maintain, at all times during the performance of the work called herein, a separate policy of insurance in a form and amount acceptable to County.

IX. INDEMNITY

The Developer shall assume the defense and indemnify and save harmless the County, its officers, agents, and employees, from every expense, liability or payment by reason of injury "including death" to persons or damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of the Developer, his employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this agreement, on any part of the premises, including those matters arising out of the deferment of permanent drainage facilities or the adequacy, safety, use or nonuse of temporary drainage facilities, the performance or nonperformance of the work. This provision shall not be deemed to require the developer to indemnify the County against the liability for damage arising from the sole negligence or willful misconduct of the County or its agents, servants or independent contractors who are directly responsible to the County.

IN WITNESS WHEREOF, County has executed this agreement as of

COUNTY OF SANTA CLARA
M. J. Muelts
County Road Commissioner or
County Surveyor

IN WITNESS WHEREOF, Owner has executed this agreement as of

July 17, 2000

Owner(s) Michael P. Dentinger
Yvette S. Dentinger

TRUSTEES OF THE DENTINGER 1914 TRUST
(Sign Names Exactly as they Appear on
Deed of Title).

APPROVED AS TO FORM AND LEGALITY:

Brian L. Carr 8/4/99
Deputy County Counsel (Date)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

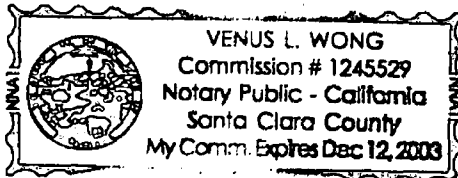
} ss.

On 8/15/2000, before me, Venus L. Wong, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael J. Murdter
Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deferred Improvement Agreement
FILE # 7709-16-73-00B ARBOR AVE.

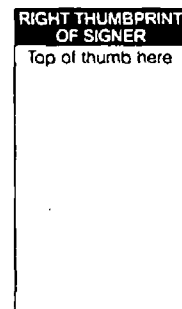
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

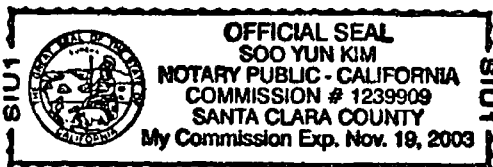
State of California

County of Santa Clara

On July 17, 2000 before me, SOO YUN KIM, notary public

personally appeared Michael P. Dentinger and Nanette S. Dentinger

☐ personally known to me - OR - ☒ 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.



WITNESS my hand and official seal.

Soo Yun Kim
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deferred Improvement Agreement

Document Date: July 17, 2000 Number of Pages: 3

Signer(s) Other Than Named Above: No other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael P. Dentinger

- ☒ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

oneself

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: Nanette S. Dentinger

- ☒ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

oneself

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Recording Requested by
And When Recorded Return

To:

Kenneth R. Kaye, Esq.
220 State Street, Suite "A"
Los Altos, CA 94022

Mail Tax Statements to:

Mr. and Mrs. Michael P. Dentinger
1475 Arbor Avenue
Los Altos, CA 94024

REG FEE	7
RMF	3
MICRO	1
RTCF	2
LIEN	
SMFP	
1 PCOR	

FILED FOR RECORD
AT REQUEST OF

ATTORNEY

94 OCT 27 AM 10:01

OFFICIAL RECORDS
SANTA CLARA COUNTY
BRENDA DAVIS
RECORDER

APN: 331-10-099

INDIVIDUAL GRANT DEED TRUST TRANSFER

The undersigned Grantors declare under penalty of perjury that:
Documentary transfer tax is \$-0- NO CONSIDERATION; NO TAX DUE

The following property was not sold, but was transferred to a revocable intervivos trust, and is excluded from reappraisal under Section 62 of the Revenue and Taxation Code.

GRANTORS: MICHAEL P. DENTINGER and NANETTE S. DENTINGER, husband and wife, as Community Property hereby GRANT to MICHAEL P. DENTINGER and NANETTE S. DENTINGER TRUSTEES OF THE DENTINGER 1994 TRUST, the following described real property in the unincorporated area of the County of Santa Clara, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Dated: 19-SEPT-1994

Michael P. Dentinger
MICHAEL P. DENTINGER

Nanette S. Dentinger
NANETTE S. DENTINGER

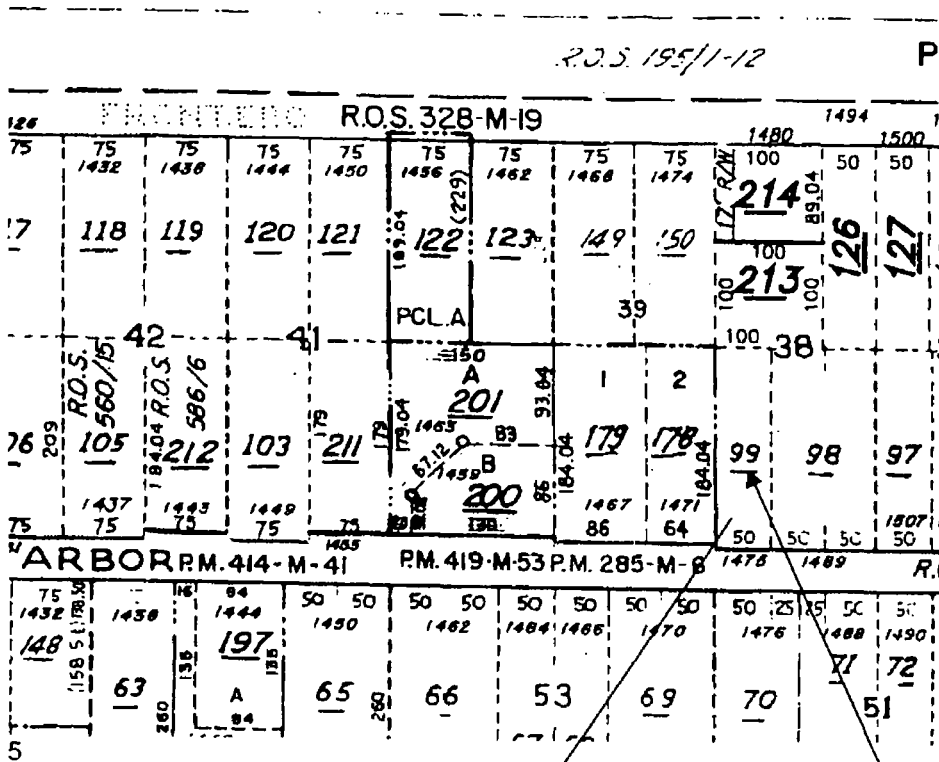
MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"

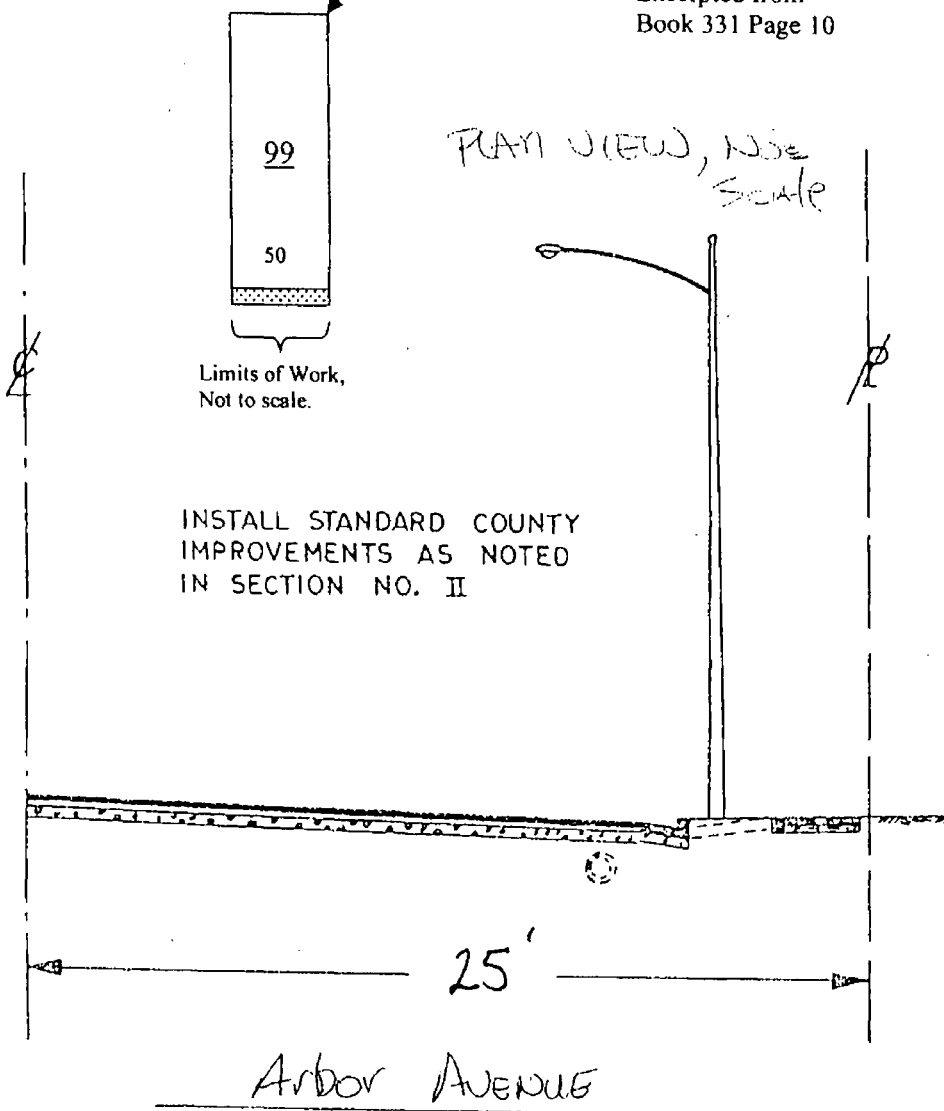
GRANT DEED

All that certain parcel of land described in that Grant Deed, from **Michael P. Dentinger and Nanette S. Dentinger** to **Michael P. Dentinger and Nanette S. Dentinger Trustees of the Dentinger 1994 Trust** recorded in **book N647** Official records, **page 1630**, Office of the Recorder, County of Santa Clara, State of California, which description is by this reference incorporated herein.

Exhibit B



Subject Property #99,
Excerpted from
Book 331 Page 10



TYPICAL $\frac{1}{4}$ STREET SECTION
no scale

EXHIBIT 'B'

DEFERRED IMPROVEMENT AGREEMENT

file no. 7709-16-73-00B

When Recorded

return to:

COUNTY OF SANTA CLARA

Roads and Airports Dept

101 Skyport Drive

San Jose, CA 95110

2001-13

LAND DEV
PE

Nov

DOCUMENT: 15612456



0015612456

RD. SUP. - MAY 1PM 1:38

Titles: 1 / Pages: 8

Fees: ... + No Fees

Taxes: ...

Copies: ...

AMT PAID

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
County Agency

RDE # 010
3/29/2001
1:33 PM

1090
**AGREEMENT BY OWNER OR HIS SUCCESSORS IN INTEREST
TO CONSTRUCT FUTURE LAND DEVELOPMENT IMPROVEMENTS
(DEFERRED IMPROVEMENT AGREEMENT)**

Project Identification: 7715-16-70-00B Arbor Avenue

This is an agreement between the COUNTY OF SANTA CLARA, hereinafter
referred to as "County", and CHRISTOPHER DUNN

and TAMARA L. LOGAN, husband and wife
hereinafter referred to as "Owner".

WHEREAS, Owner desires to develop the property described in Exhibit A and wishes
to defer construction of permanent improvements and County agrees to such deferment
provided Owner agrees to construct improvements as herein provided.

NOW, THEREFORE, IT IS AGREED:

I. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

This agreement is an instrument affecting the title or possession of the real property
described in Exhibit A. All the terms, covenants and conditions herein imposed shall be
binding upon and inure to the benefit of the successors in interest of Owner. Upon the sale or
division of the property described in Exhibit A the terms of this agreement shall succeed to the obligations
imposed on Owner by this agreement. Upon annexation to any City, Owner agrees to fulfill all
the terms of this agreement upon demand by such City as though Owner had contracted with
such City originally. Any annexing City shall have all the rights of a third party beneficiary.

II. STREET AND DRAINAGE IMPROVEMENTS

- A. County and Owner Agree that the improvements set forth in this section
may be deferred because:

It is not practical to install full street and drainage improvements at this
time.

- B. Owner agrees to construct the following improvements on the property
described in Exhibit A as well as required off-site improvements in
the manner set forth in this agreement:

Improvements required by County and generally described on Exhibit B.
(Cross out improvements that are not required).

1. Curb and Gutter
2. Sidewalks
3. Driveways
4. Street grading, base and paving
5. Storm drainage facilities
6. Erosion control plantings and facilities
7. Electroliers
8. Underground conduit with wiring and pull boxes
9. Barricades and other improvements needed for traffic safety.
10. Street trees and other improvements between the curb and
property line.
11. Relocation of existing fences, signs and utilities.

APN: 331-10-094

12. Payments of a pro rata share of the costs as determined by the County of a storm drainage or street improvement which has been, or is to be, provided by others or jointly provided by Owner and others where such facility benefits the property described in Exhibit A.

C. When the County Road Commissioner ~~or County Surveyor~~ determines that the reasons for the deferment of the improvements as set forth in Section II no longer exists, he shall notify Owner in writing to commence their installation and construction. The notice shall be mailed to the current owner or owners of the land as shown on the latest adopted County assessment roll. The notice shall describe the work to be done by owners, the time within which the work shall commence and the time within which the work shall be completed. All or any portion of said improvements may be required at a specified time. Each owner shall participate on a pro rata basis in the cost of the improvements to be installed. If Owner is Obligated to pay a pro rata share of a cost of a facility provided by others, the notice shall include the amount to be paid and the time when payment must be made.

III. PERFORMANCE OF THE WORK

Owner agrees to perform the work and make the payments required by County as set forth herein or as modified by the Board of Supervisors. Owner shall cause plans and specifications for the improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications for approval prior to commencement of the work described in the notice and to pay County inspection fees. The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval. Owner agrees to commence and complete the work within the time specified in the notice and to notify the County at least 48 hours prior to start of work. In the event Owner fails to construct any improvements required under this agreement, County may, at its option, do the work and collect all the costs from the owner. Permission to enter onto the property of Owner is granted to County or its contractor as may be necessary to construct such improvements.

IV. JOINT COOPERATIVE PLAN

Owner agrees to cooperate upon notice by County with other property owners, the County and other public agencies to provide the improvements set forth herein under a joint cooperative plan including the formation of a local improvements district, if this method is feasible to secure the installation and construction of the improvements.

V. REVIEW OF REQUIREMENTS

If Owner disagrees with the requirements set forth in any notice to commence installation of improvements he shall, within 30 days of the date the notice was mailed, request a review of the requirements by the Board of Supervisors of County. The Decision of this Board shall be binding upon both County and Owner.

VI. MAINTENANCE OF IMPROVEMENTS

County agrees to accept for maintenance those improvements specified in Section II which are constructed and completed in accordance with County standards and requirements and are installed within rights of way or easements dedicated and accepted by resolution of the Board of Supervisors.

Deferred Improvement Agreement

Owner agrees to provide any necessary temporary drainage facilities, access road or other required improvements, to assume responsibility for the proper functioning thereof, to submit plans to the appropriate County agency for review, if required, and to maintain said improvements and facilities in a manner which will preclude any hazard to life or health or damage to adjoining property.

BONDS

- VII. Prior to approval of improvement plans by the County, Owner may be required to execute and deliver to the County a faithful performance bond and a labor and materials bond in a n amount and form acceptable to County to be released by the Board of Supervisors in whole or in part upon completion of the work required and payment of all persons furnishing labor and materials in the performance of the work.

VIII. INSURANCE

Owner shall maintain, or shall require any contractor engaged to perform the work to maintain, at all times during the performance of the work called herein, a separate policy of insurance in a form and amount acceptable to County.

IX. INDEMNITY

The Developer shall assume the defense and indemnify and save harmless the County, its officers, agents, and employees, from every expense, liability or payment by reason of injury "including death" to persons or damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of the Developer, his employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this agreement, on any part of the premises, including those matters arising out of the deferment of permanent drainage facilities or the adequacy, safety, use or nonuse of temporary drainage facilities, the performance or nonperformance of the work. This provision shall not be deemed to require the developer to indemnify the County against the liability for damage arising from the sole negligence or willful misconduct of the County or its agents, servants or independent contractors who are directly responsible to the County.

IN WITNESS WHEREOF, County has executed this agreement as of

2/15/01

COUNTY OF SANTA CLARA

M. J. Murillo

County Road Commissioner or
~~County Surveyor~~

IN WITNESS WHEREOF, Owner has executed this agreement as of

Owner(s)

Tamara L. Logan

Christopher Donn

Christopher Donn

(Sign Names Exactly as they Appear on
Deed of Title).

APPROVED AS TO FORM AND LEGALITY:

Brian L. Carr

Deputy County Counsel

8/4/99

(Date)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

SS.

On Oct. 24, 2000

Date

before me,

Lilibeth G. FLORO

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

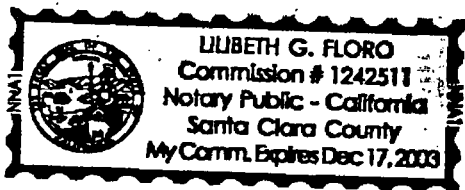
Tamara Lynn Logan and Christopher James Dunn

Name(s) of Signer(s)

☐ personally known to me

☒ 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.



Place Notary Seal Above

WITNESS my hand and official seal

Lilibeth G. Floro

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document Agreement by owner or his successors in interest

Title or Type of Document: to construct future land development improvements
(Deferred improvement Agreement)

Document Date: none

Number of Pages: one

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Tamara Lynn Logan and Christopher James Dunn

☒ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

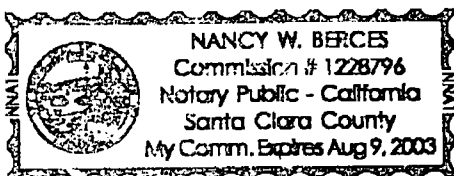
State of California

County of Santa Clara

On _____ before me, Nancy W. Berces
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Michael Murdter, Santa Clara County Roads & Airports Director,
NAME(S) OF SIGNER(S)

☐ personally known to me - **OR** - ☒ 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.



WITNESS my hand and official seal.

Nancy W. Berces
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☒ CORPORATE OFFICER
Director

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Deferred Improvement Agreement

TITLE OR TYPE OF DOCUMENT

6
NUMBER OF PAGES

11/1/2000
DATE OF DOCUMENT

N/A

SIGNER(S) OTHER THAN NAMED ABOVE

RECORDING REQUESTED BY
Financial Title Company
AND WHEN RECORDED MAIL TO

Name Christopher Dunn
Street Address 1525 Arbor Ave.
Los Altos, CA 94024
City, State Zip
Order No. 20027718-295-CJH

DOCUMENT: 1500507 Titles: 1 / Pages: 3

Fees 13.00
Taxes 1045.00
Copies
AMT PAID 1058.00

0015092507

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Financial Title Company

RDE # 007
12/16/1999
8:00 AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
City of Los Altos or ☐ Unincorporated Area
City Conveyance Tax is \$
Parcel No. 331-10-094

Documentary Transfer Tax is \$1,045.00

☒ computed on full value of interest or property conveyed, or
☐ full value less value of liens or encumbrances remaining at
the time of sale

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Annette Merriman, Successor Trustee of the Gonsalves Family Revocable Living Trust
dated February 15, 1990
hereby GRANT(s) to
Christopher Dunn and Tamara L. Logan, husband and wife
the following real property:

RECEIVED
MAR 9 2000
PLANNING OFFICE

Dated: December 3, 1999

STATE OF CALIFORNIA new Mexico
COUNTY OF SANTA CLARA Dona Ana

S.S. Annette Merriman, trustee
Annette Merriman, Trustee

On December 8, 1999 before me,

CAROL HARRISON Elvia Romero

a Notary Public in and for said County and State, personally appeared

ANNETTE MERRIMAN

personally known to me (or 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.

WITNESS my hand and official seal.

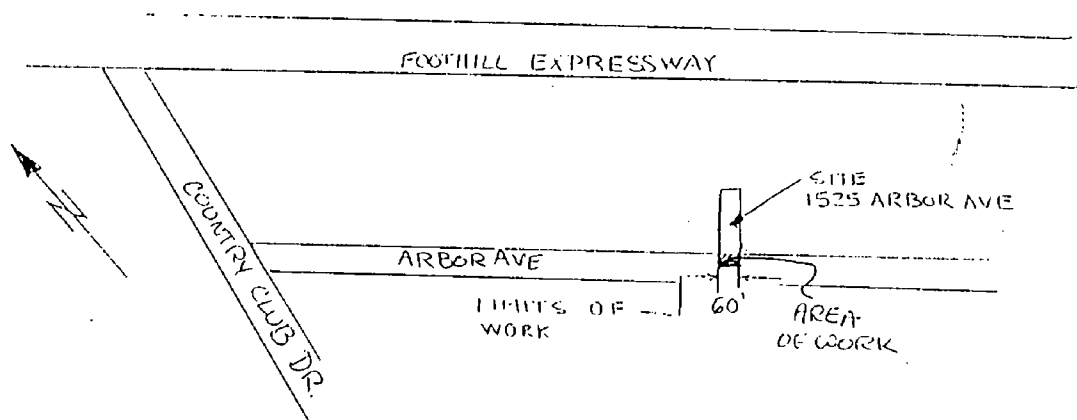
Signature Elvia Romero

(This area for official notarial seal)

EXHIBIT "A"

DEED

All that certain parcel of land described in that Grant Deed, from Annette Merriman,
Successor Trustee of the Gonsalves Family Revocable Living Trust to
Christopher Dunn and Tamara L. Logan recorded in Document #15092507 Official
Records, Office of the Recorder, County of Santa Clara, State of California, which
description is by this reference incorporated herein.



PLAN VIEW (No Scale)

APN # 331-10-094 500 Scale Map # 063

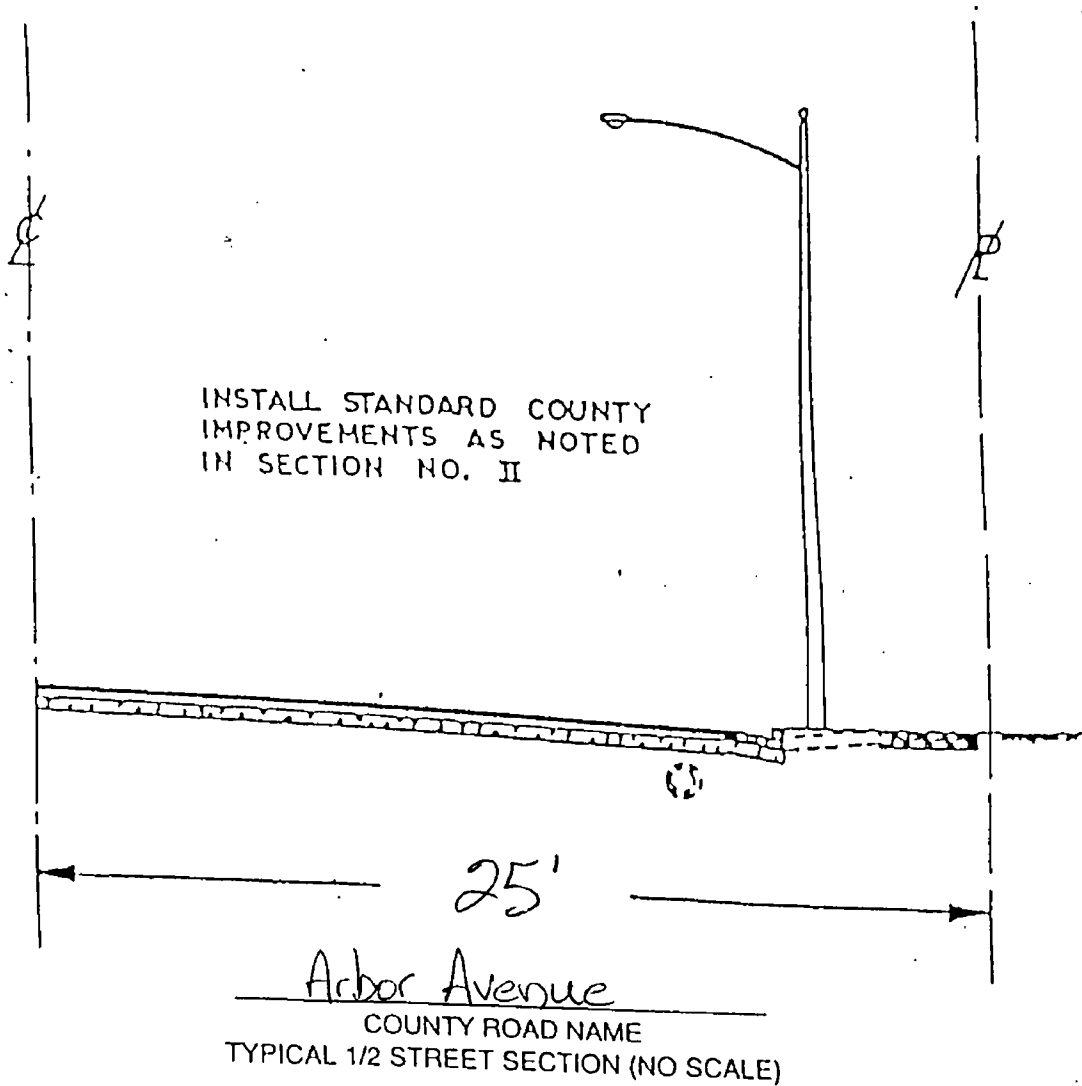


EXHIBIT "B"
DEFERRED IMPROVEMENT AGREEMENT
FILE NO.

7715-16-70-00B



Fees... * No Fees
Taxes...
Copies...
AMT PAID

When Recorded

return to:
COUNTY OF SANTA CLARA
Roads and Airports Dept
101 Skyport Drive
San Jose, CA 95110

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
County Agency

RDE # 010
8/09/2004
3:05 PM

1090

2004-11

**AGREEMENT BY OWNER OR HIS SUCCESSORS IN INTEREST
TO CONSTRUCT FUTURE LAND DEVELOPMENT IMPROVEMENTS
(DEFERRED IMPROVEMENT AGREEMENT)**

Project Identification: 8814-16-70-03B ARBOR AVE

This is an agreement between the COUNTY OF SANTA CLARA, hereinafter referred to as "County", and XIAOQIANG YANG and SHAN LI

hereinafter referred to as "Owner".

WHEREAS, Owner desires to develop the property described in Exhibit A and wishes to defer construction of permanent improvements and County agrees to such deferment provided Owner agrees to construct improvements as herein provided.

NOW, THEREFORE, IT IS AGREED:

I. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

This agreement is an instrument affecting the title or possession of the real property described in Exhibit A. All the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of the successors in interest of Owner. Upon the sale or division of the property described in Exhibit A the terms of this agreement shall succeed to the obligations imposed on Owner by this agreement. Upon annexation to any City, Owner agrees to fulfill all the terms of this agreement upon demand by such City as though Owner had contracted with such City originally. Any annexing City shall have all the rights of a third party beneficiary.

II. STREET AND DRAINAGE IMPROVEMENTS

- A. County and Owner Agree that the improvements set forth in this section may be deferred because:

It is not practical to install full street and drainage improvements at this time.

- B. Owner agrees to construct the following improvements on the property described in Exhibit A as well as required off-site improvements in the manner set forth in this agreement:

Improvements required by County and generally described on Exhibit B.
(Cross out improvements that are not required).

1. Curb and Gutter
2. Sidewalks
3. Driveways
4. Street grading, base and paving
5. Storm drainage facilities
6. Erosion control plantings and facilities
7. Electroliers
8. Underground conduit with wiring and pull boxes
9. Barricades and other improvements needed for traffic safety.
10. Street trees and other improvements between the curb and property line.
11. Relocation of existing fences, signs and utilities.

APN: 361-10-088

12. Payments of a pro rata share of the costs as determined by the County of a storm drainage or street improvement which has been, or is to be, provided by others or jointly provided by Owner and others where such facility benefits the property described in Exhibit A.

C. When the County Road Commissioner or ~~County Surveyor~~ determines that the reasons for the deferment of the improvements as set forth in Section II no longer exists, he shall notify Owner in writing to commence their installation and construction. The notice shall be mailed to the current owner or owners of the land as shown on the latest adopted County assessment roll. The notice shall describe the work to be done by owners, the time within which the work shall commence and the time within which the work shall be completed. All or any portion of said improvements may be required at a specified time. Each owner shall participate on a pro rata basis in the cost of the improvements to be installed. If Owner is Obligated to pay a pro rata share of a cost of a facility provided by others, the notice shall include the amount to be paid and the time when payment must be made.

III. PERFORMANCE OF THE WORK

Owner agrees to perform the work and make the payments required by County as set forth herein or as modified by the Board of Supervisors. Owner shall cause plans and specifications for the improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications for approval prior to commencement of the work described in the notice and to pay County inspection fees. The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval. Owner agrees to commence and complete the work within the time specified in the notice and to notify the County at least 48 hours prior to start of work. In the event Owner fails to construct any improvements required under this agreement, County may, at its option, do the work and collect all the costs from the owner. Permission to enter onto the property of Owner is granted to County or its contractor as may be necessary to construct such improvements.

IV. JOINT COOPERATIVE PLAN

Owner agrees to cooperate upon notice by County with other property owners, the County and other public agencies to provide the improvements set forth herein under a joint cooperative plan including the formation of a local improvements district, if this method is feasible to secure the installation and construction of the improvements.

V. REVIEW OF REQUIREMENTS

If Owner disagrees with the requirements set forth in any notice to commence installation of improvements he shall, within 30 days of the date the notice was mailed, request a review of the requirements by the Board of Supervisors of County. The Decision of this Board shall be binding upon both County and Owner.

VI. MAINTENANCE OF IMPROVEMENTS

County agrees to accept for maintenance those improvements specified in Section II which are constructed and completed in accordance with County standards and requirements and are installed within rights of way or easements dedicated and accepted by resolution of the Board of Supervisors.

Deferred Improvement Agreement

ORIGINAL

Owner agrees to provide any necessary temporary drainage facilities, access road or other required improvements, to assume responsibility for the proper functioning thereof, to submit plans to the appropriate County agency for review, if required, and to maintain said improvements and facilities in a manner which will preclude any hazard to life or health or damage to adjoining property.

BONDS

- VII. Prior to approval of improvement plans by the County, Owner may be required to execute and deliver to the County a faithful performance bond and a labor and materials bond in a n amount and form acceptable to County to be released by the Board of Supervisors in whole or in part upon completion of the work required and payment of all persons furnishing labor and materials in the performance of the work.

VIII. INSURANCE

Owner shall maintain, or shall require any contractor engaged to perform the work to maintain, at all times during the performance of the work called herein, a separate policy of insurance in a form and amount acceptable to County.

IX. INDEMNITY

The Developer shall assume the defense and indemnify and save harmless the County, its officers, agents, and employees, from every expense, liability or payment by reason of injury "including death" to persons or damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of the Developer, his employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this agreement, on any part of the premises, including those matters arising out of the deferment of permanent drainage facilities or the adequacy, safety, use or nonuse of temporary drainage facilities, the performance or nonperformance of the work. This provision shall not be deemed to require the developer to indemnify the County against the liability for damage arising from the sole negligence or willful misconduct of the County or its agents, servants or independent contractors who are directly responsible to the County.

IN WITNESS WHEREOF, County has executed this agreement as of

7/23/04

COUNTY OF SANTA CLARA
Michael Mundter
County Road Commissioner
~~County Engineer~~ Michael Mundter

IN WITNESS WHEREOF, Owner has executed this agreement as of

July 2nd, 2004

Xiaoqiang Yang Xiaoqiang Yang
Owner(s) Shan Li Shan Li

(Sign Names Exactly as they Appear on Deed of Title).

APPROVED AS TO FORM AND LEGALITY:

Brian L. Carr

Deputy County Counsel

8/4/99

(Date)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara } ss.

Kent R. Mitchell
"Notary Public"

On JUL 23 2004, before me,

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael Murrell

Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.

WITNESS my hand and official seal.

Kent Mitchell

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Defendant Improvement Agreement #88/4-16-70-03B

JUL 23 2004

Document Date: _____

Number of Pages: 9

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

SS.

On July 2, 2004, before me, Deborah L. Riggs

Name and Title of Officer (e.g., "John Doe, Notary Public")

personally appeared Shan Li and Xiaogiang Yang

Name(s) of Signer(s)

- ☐ personally known to me
☒ 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.

WITNESS my hand and official seal.

Place Notary Seal Above

Deborah L. Riggs
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement by owner... to Construct Future Land Dev...

Document Date: 7/2/04 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Shan Li and Xiaogiang Yang

☒ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: Selves

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT A

All that certain parcel of land described in that Grant Deed, from:

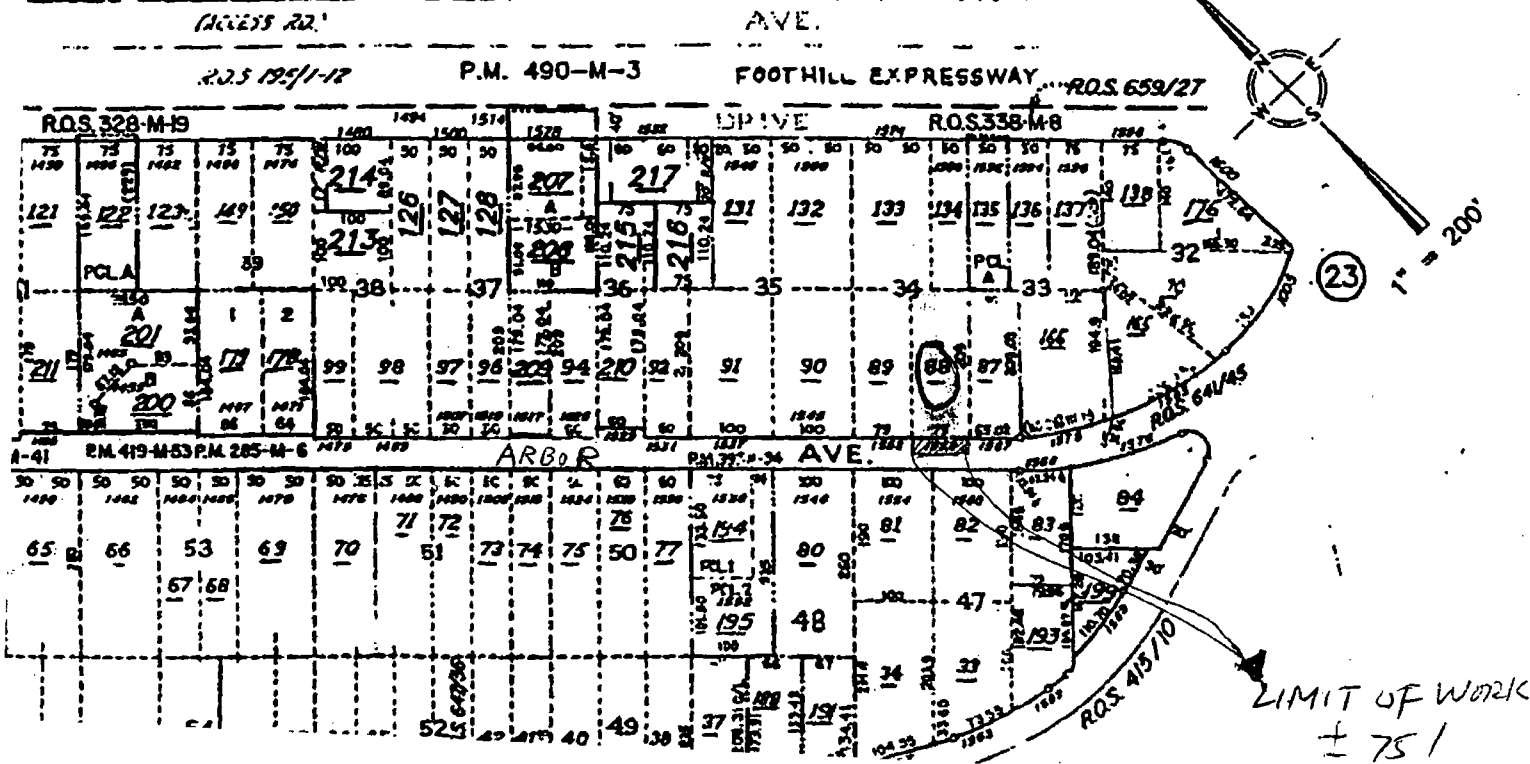
The Gordon Family Revocable Trust Agreement dated April 3, 1987;
Francis Daniel Gordon and Pauline Anne Gordon, Trustees.

grant to:

Xiaoqiang Yang and Shan Li, husband and wife

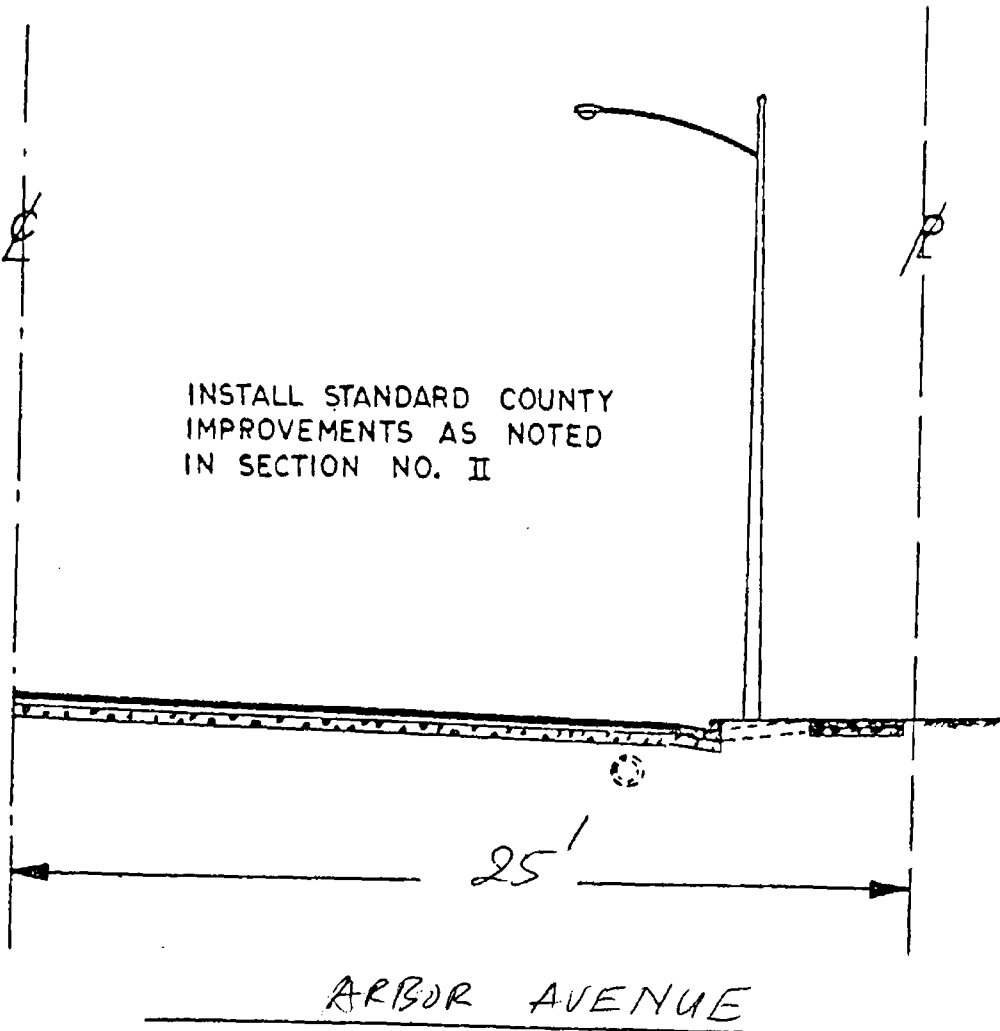
recorded on November 9, 1999, Document No. 15052242, Office of
the Recorder, County of Santa Clara, State of California, which
description is by this reference incorporated herein.

MAP OF LOS ALTOS COUNTRY CLUB PROPERTIES



PLAN VIEW
no scale

APN: 331-10-088



TYPICAL STREET SECTION
no scale

EXHIBIT 'B'

DEFERRED IMPROVEMENT AGREEMENT

8814-16-70

file no. - 03B

1090

When Recorded

return to:

COUNTY OF SANTA CLARA

Roads and Airports Dept

101 Skyport Drive

San Jose, CA 95110

2003-38

DOCUMENT: 17536594



Pages: 6

Fees..... * No Fees

Taxes.....

Copies.....

AMT PAID

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
County Agency

RDE # 003
12/17/2003
3:24 PM

AGREEMENT BY OWNER OR HIS SUCCESSORS IN INTEREST
TO CONSTRUCT FUTURE LAND DEVELOPMENT IMPROVEMENTS
(DEFERRED IMPROVEMENT AGREEMENT)

Project Identification: 8739-70-16-03B APPOR AVENUE

This is an agreement between the COUNTY OF SANTA CLARA, hereinafter referred to as "County", and MATTHEW B. IVES AND CONSTANCE M. IVES

hereinafter referred to as "Owner".

WHEREAS, Owner desires to develop the property described in Exhibit A and wishes to defer construction of permanent improvements and County agrees to such deferment provided Owner agrees to construct improvements as herein provided.

NOW, THEREFORE, IT IS AGREED:

I. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

This agreement is an instrument affecting the title or possession of the real property described in Exhibit A. All the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of the successors in interest of Owner. Upon the sale or division of the property described in Exhibit A the terms of this agreement shall succeed to the obligations imposed on Owner by this agreement. Upon annexation to any City, Owner agrees to fulfill all the terms of this agreement upon demand by such City as though Owner had contracted with such City originally. Any annexing City shall have all the rights of a third party beneficiary.

II. STREET AND DRAINAGE IMPROVEMENTS

- A. County and Owner Agree that the improvements set forth in this section may be deferred because:

It is not practical to install full street and drainage improvements at this time.

- B. Owner agrees to construct the following improvements on the property described in Exhibit A as well as required off-site improvements in the manner set forth in this agreement:

Improvements required by County and generally described on Exhibit B.
(Cross out improvements that are not required).

1. Curb and Gutter
2. Sidewalks
3. Driveways
4. Street grading, base and paving
5. Storm drainage facilities
6. Erosion control plantings and facilities
7. Electroliers
8. Underground conduit with wiring and pull boxes
9. Barricades and other improvements needed for traffic safety.
10. Street trees and other improvements between the curb and property line.
11. Relocation of existing fences, signs and utilities.

APN 331-10-098

ORIGINAL

12. Payments of a pro rata share of the costs as determined by the County of a storm drainage or street improvement which has been, or is to be, provided by others or jointly provided by Owner and others where such facility benefits the property described in Exhibit A.

- C. When the County Road Commissioner ~~or County Surveyor~~ determines that the reasons for the deferment of the improvements as set forth in Section II no longer exists, he shall notify Owner in writing to commence their installation and construction. The notice shall be mailed to the current owner or owners of the land as shown on the latest adopted County assessment roll. The notice shall describe the work to be done by owners, the time within which the work shall commence and the time within which the work shall be completed. All or any portion of said improvements may be required at a specified time. Each owner shall participate on a pro rata basis in the cost of the improvements to be installed. If Owner is Obligated to pay a pro rata share of a cost of a facility provided by others, the notice shall include the amount to be paid and the time when payment must be made.

III. PERFORMANCE OF THE WORK

Owner agrees to perform the work and make the payments required by County as set forth herein or as modified by the Board of Supervisors. Owner shall cause plans and specifications for the improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications for approval prior to commencement of the work described in the notice and to pay County inspection fees. The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval. Owner agrees to commence and complete the work within the time specified in the notice and to notify the County at least 48 hours prior to start of work. In the event Owner fails to construct any improvements required under this agreement, County may, at its option, do the work and collect all the costs from the owner. Permission to enter onto the property of Owner is granted to County or its contractor as may be necessary to construct such improvements.

IV. JOINT COOPERATIVE PLAN

Owner agrees to cooperate upon notice by County with other property owners, the County and other public agencies to provide the improvements set forth herein under a joint cooperative plan including the formation of a local improvements district, if this method is feasible to secure the installation and construction of the improvements.

V. REVIEW OF REQUIREMENTS

If Owner disagrees with the requirements set forth in any notice to commence installation of improvements he shall, within 30 days of the date the notice was mailed, request a review of the requirements by the Board of Supervisors of County. The Decision of this Board shall be binding upon both County and Owner.

VI. MAINTENANCE OF IMPROVEMENTS

County agrees to accept for maintenance those improvements specified in Section II which are constructed and completed in accordance with County standards and requirements and are installed within rights of way or easements dedicated and accepted by resolution of the Board of Supervisors.

Deferred Improvement Agreement

ORIGINAL

Owner agrees to provide any necessary temporary drainage facilities, access road or other required improvements, to assume responsibility for the proper functioning thereof, to submit plans to the appropriate County agency for review, if required, and to maintain said improvements and facilities in a manner which will preclude any hazard to life or health or damage to adjoining property.

BONDS

- VII. Prior to approval of improvement plans by the County, Owner may be required to execute and deliver to the County a faithful performance bond and a labor and materials bond in a n amount and form acceptable to County to be released by the Board of Supervisors in whole or in part upon completion of the work required and payment of all persons furnishing labor and materials in the performance of the work.

VIII. INSURANCE

Owner shall maintain, or shall require any contractor engaged to perform the work to maintain, at all times during the performance of the work called herein, a separate policy of insurance in a form and amount acceptable to County.

IX. INDEMNITY

The Developer shall assume the defense and indemnify and save harmless the County, its officers, agents, and employees, from every expense, liability or payment by reason of injury "including death" to persons or damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of the Developer, his employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this agreement, on any part of the premises, including those matters arising out of the deferment of permanent drainage facilities or the adequacy, safety, use or nonuse of temporary drainage facilities, the performance or nonperformance of the work. This provision shall not be deemed to require the developer to indemnify the County against the liability for damage arising from the sole negligence or willful misconduct of the County or its agents, servants or independent contractors who are directly responsible to the County.

IN WITNESS WHEREOF, County has executed this agreement as of

12/8/03

COUNTY OF SANTA CLARA

M. J. Mudd

County Road Commissioner

~~County Surveyor~~

Michael Mudd

IN WITNESS WHEREOF, Owner has executed this agreement as of

10/22/03

Matthew B Ives

Matthew B Ives TTEE

Owner(s)

Constance M. Ives TTEE

Constance M. Ives

(Sign Names Exactly as they Appear on Deed of Title).

APPROVED AS TO FORM AND LEGALITY:

Brian L. Carr

Deputy County Counsel

8/4/99

(Date)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

} ss.

Kent R. Mitchell
"Notary Public"On **DEC 08 2003**

Date

, before me,

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Michael Murelter

Name(s) of Signer(s)

- ☐ personally known to me
☒ 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.

WITNESS my hand and official seal.

Kent R. Mitchell

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Deferred Payment Agreement # 8739-70-16-03B
DEC 08 2003

Document Date:

Number of Pages:

11

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

NOTARY ACKNOWLEDGMENT

State of California

County of Santa Clara }

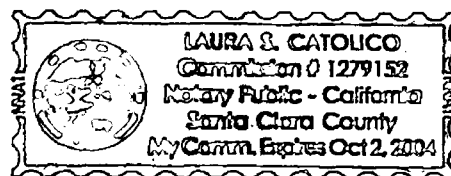
On October 21, 2003 before me, LAURA S. CATOLICO

personally appeared MATTHEW BRUCE IVES and CONSTANCE MARKER IVES

☐ personally known to me OR ☒ 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 document.

SEAL

WITNESS my hand and official seal.



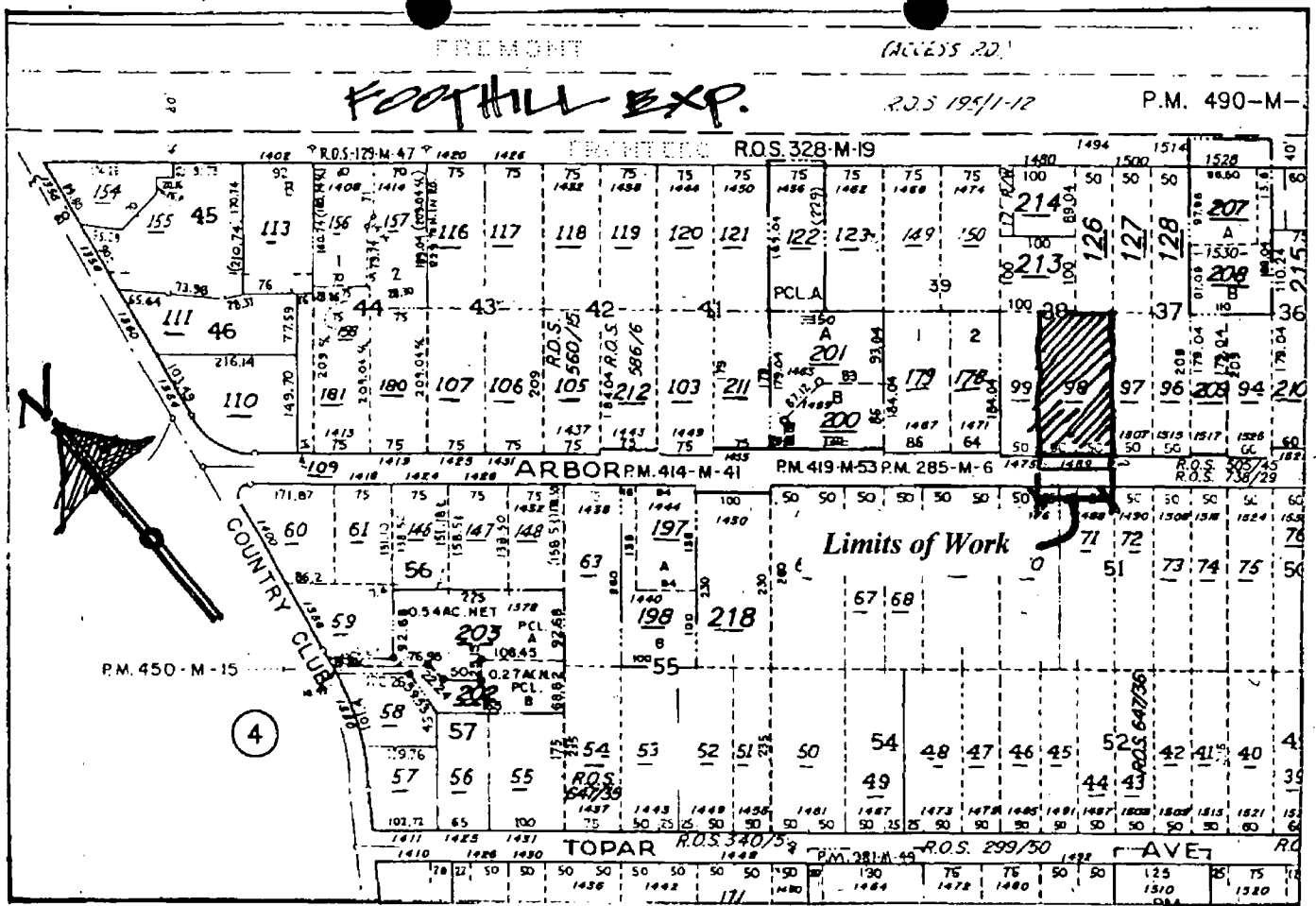
Laura S. Catolico
SIGNATURE OF NOTARY

Completion of this section is recommended, but optional.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

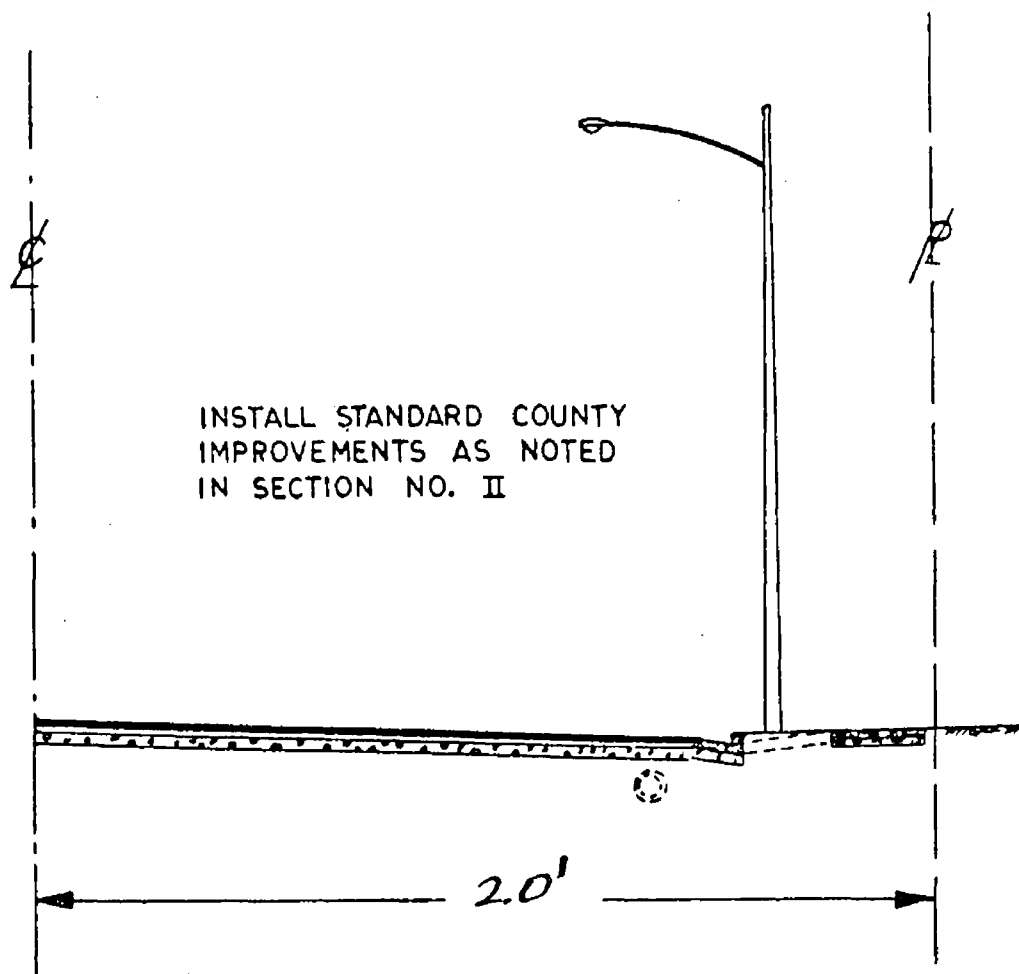
TITLE OR TYPE OF DOCUMENT: Deferred Improvement Agreement

NUMBER OF PAGES: (3) DOCUMENT DATE: 10/21/03



PLAN VIEW
no scale

APN: 331-10-098



ARBOR AVENUE

TYPICAL $\frac{1}{4}$ STREET SECTION
no scale

EXHIBIT 'B'

DEFERRED IMPROVEMENT AGREEMENT

8739-70-16

file no. 03B

1090

When Recorded

return to:

COUNTY OF SANTA CLARA

Roads and Airports Dept

101 Skyport Drive

San Jose, CA 95110

2004-14

DOCUMENT: 17940923



Pages: 7
Fees... * No Fees
Taxes...
Copies...
AMT PAID

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
County Agency

RDE # 010
8/09/2004
3:05 PM

Portion of 331-05-045 AGREEMENT BY OWNER OR HIS SUCCESSORS IN INTEREST
TO CONSTRUCT FUTURE LAND DEVELOPMENT IMPROVEMENTS
331-04-045 (DEFERRED IMPROVEMENT AGREEMENT)

Project Identification: 8583-15-71-02B-03G / ARBOR Avenue

This is an agreement between the COUNTY OF SANTA CLARA, hereinafter
referred to as "County", and White Tiger ARBOR, LP, a
California Limited Partnership.
hereinafter referred to as "Owner".

WHEREAS, Owner desires to develop the property described in Exhibit A and wishes
to defer construction of permanent improvements and County agrees to such deferment
provided Owner agrees to construct improvements as herein provided.

NOW, THEREFORE, IT IS AGREED:

I. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

This agreement is an instrument affecting the title or possession of the real property
described in Exhibit A. All the terms, covenants and conditions herein imposed shall be
binding upon and inure to the benefit of the successors in interest of Owner. Upon the sale or
division of the property described in Exhibit A the terms of this agreement shall succeed to the obligations
imposed on Owner by this agreement. Upon annexation to any City, Owner agrees to fulfill all
the terms of this agreement upon demand by such City as though Owner had contracted with
such City originally. Any annexing City shall have all the rights of a third party beneficiary.

II. STREET AND DRAINAGE IMPROVEMENTS

- A. County and Owner Agree that the improvements set forth in this section
may be deferred because:

It is not practical to install full street and drainage improvements at this
time.

- B. Owner agrees to construct the following improvements on the property
described in Exhibit A as well as required off-site improvements in
the manner set forth in this agreement:

Improvements required by County and generally described on Exhibit B.
(Cross out improvements that are not required).

1. Curb and Gutter
2. Sidewalks
3. Driveways
4. Street grading, base and paving
5. Storm drainage facilities
6. Erosion control plantings and facilities
7. Electroliers
8. Underground conduit with wiring and pull boxes
9. Barricades and other improvements needed for traffic safety.
10. Street trees and other improvements between the curb and
property line.
11. Relocation of existing fences, signs and utilities.

APN: 331-04-045

12. Payments of a pro rata share of the costs as determined by the County of a storm drainage or street improvement which has been, or is to be, provided by others or jointly provided by Owner and others where such facility benefits the property described in Exhibit A.

- C. When the County Road Commissioner ~~or County Surveyor~~ determines that the reasons for the deferment of the improvements as set forth in Section II no longer exists, he shall notify Owner in writing to commence their installation and construction. The notice shall be mailed to the current owner or owners of the land as shown on the latest adopted County assessment roll. The notice shall describe the work to be done by owners, the time within which the work shall commence and the time within which the work shall be completed. All or any portion of said improvements may be required at a specified time. Each owner shall participate on a pro rata basis in the cost of the improvements to be installed. If Owner is Obligated to pay a pro rata share of a cost of a facility provided by others, the notice shall include the amount to be paid and the time when payment must be made.

III. PERFORMANCE OF THE WORK

Owner agrees to perform the work and make the payments required by County as set forth herein or as modified by the Board of Supervisors. Owner shall cause plans and specifications for the improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications for approval prior to commencement of the work described in the notice and to pay County inspection fees. The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval. Owner agrees to commence and complete the work within the time specified in the notice and to notify the County at least 48 hours prior to start of work. In the event Owner fails to construct any improvements required under this agreement, County may, at its option, do the work and collect all the costs from the owner. Permission to enter onto the property of Owner is granted to County or its contractor as may be necessary to construct such improvements.

IV. JOINT COOPERATIVE PLAN

Owner agrees to cooperate upon notice by County with other property owners, the County and other public agencies to provide the improvements set forth herein under a joint cooperative plan including the formation of a local improvements district, if this method is feasible to secure the installation and construction of the improvements.

V. REVIEW OF REQUIREMENTS

If Owner disagrees with the requirements set forth in any notice to commence installation of improvements he shall, within 30 days of the date the notice was mailed, request a review of the requirements by the Board of Supervisors of County. The Decision of this Board shall be binding upon both County and Owner.

VI. MAINTENANCE OF IMPROVEMENTS

County agrees to accept for maintenance those improvements specified in Section II which are constructed and completed in accordance with County standards and requirements and are installed within rights of way or easements dedicated and accepted by resolution of the Board of Supervisors.

Deferred Improvement Agreement

ORIGINAL

Owner agrees to provide any necessary temporary drainage facilities, access road or other required improvements, to assume responsibility for the proper functioning thereof, to submit plans to the appropriate County agency for review, if required, and to maintain said improvements and facilities in a manner which will preclude any hazard to life or health or damage to adjoining property.

BONDS

- VII. Prior to approval of improvement plans by the County, Owner may be required to execute and deliver to the County a faithful performance bond and a labor and materials bond in an amount and form acceptable to County to be released by the Board of Supervisors in whole or in part upon completion of the work required and payment of all persons furnishing labor and materials in the performance of the work.

VIII. INSURANCE

Owner shall maintain, or shall require any contractor engaged to perform the work to maintain, at all times during the performance of the work called herein, a separate policy of insurance in a form and amount acceptable to County.

IX. INDEMNITY

The Developer shall assume the defense and indemnify and save harmless the County, its officers, agents, and employees, from every expense, liability or payment by reason of injury "including death" to persons or damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of the Developer, his employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this agreement, on any part of the premises, including those matters arising out of the deferment of permanent drainage facilities or the adequacy, safety, use or nonuse of temporary drainage facilities, the performance or nonperformance of the work. This provision shall not be deemed to require the developer to indemnify the County against the liability for damage arising from the sole negligence or willful misconduct of the County or its agents, servants or independent contractors who are directly responsible to the County.

IN WITNESS WHEREOF, County has executed this agreement as of

7/23/04

COUNTY OF SANTA CLARA

M. J. Murdter

County Road Commissioner

Michael Murdter

IN WITNESS WHEREOF, Owner has executed this agreement as of

5-14-2004

Wayne Adzasa

Owner(s)

WAYNE ADZASA

WHITE TIGER ALBERN LP.

5/14/04

(Sign Names Exactly as they Appear on Deed of Title).

APPROVED AS TO FORM AND LEGALITY:

Brian L. Carr

Deputy County Counsel

8/4/99

(Date)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara } ss.

Kent R. Mitchell
"Notary Public"

On JUL 23 2004

, before me,

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael Mueller

Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.

WITNESS my hand and official seal.

Kent Mitchell

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document:

Title or Type of Document: Detained Instrument Agreement 858315-71-02B-036

Document Date: JUL 23 2004

Number of Pages: 10

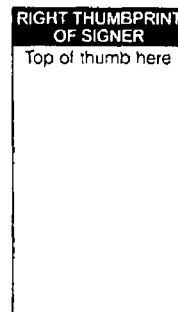
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On May 14, 2004 before me, Mai Le Trinh
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Wayne Kazuo Aozasa AKA Wayne Aozasa,
Name(s) of Signer(s)

☐ personally known to me – OR – ☒ 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.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deferred Improvement Agreement

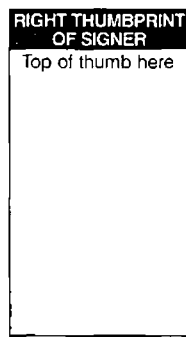
Document Date: 5-14-2004 Number of Pages: 5

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: Wayne Aozasa

- ☐ Individual
☒ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

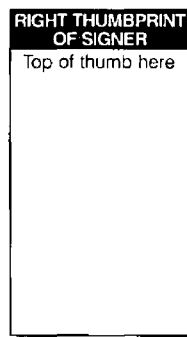


Signer Is Representing:

White Tiger Arbor, LP.

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____



Signer Is Representing:

EXHIBIT A

All that certain parcel of land described in that Grant Deed, from:

Stephen L. Mieth and Lori Mason-Mieth, husband and wife

grant to:

White Tiger Arbor, LP, a California Limited Partnership

recorded on November 25, 2002, Document No. 16641388, Office of the Recorder, County of Santa Clara, State of California, which description is by this reference incorporated herein.

When Recorded
return to:
COUNTY OF SANTA CLARA
Roads and Airports Dept
101 Skyport Drive
San Jose, CA 95110

2002-26

DOCUMENT: 6716169



Titles: 1 / Pages: 7

Fees: + No Fees
Taxes:
Copies:
AMT PAID

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
County Agency

RDE # 008
12/30/2002
12:36 PM

AGREEMENT BY OWNER OR HIS SUCCESSORS IN INTEREST
TO CONSTRUCT FUTURE LAND DEVELOPMENT IMPROVEMENTS
(DEFERRED IMPROVEMENT AGREEMENT)

Project Identification: 8387-16-70-02B

This is an agreement between the COUNTY OF SANTA CLARA, hereinafter
referred to as "County", and

MATTHEW A. ZANSKY
hereinafter referred to as "Owner".

WHEREAS, Owner desires to develop the property described in Exhibit A and wishes
to defer construction of permanent improvements and County agrees to such deferment
provided Owner agrees to construct improvements as herein provided.

NOW, THEREFORE, IT IS AGREED:

I. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

This agreement is an instrument affecting the title or possession of the real property
described in Exhibit A. All the terms, covenants and conditions herein imposed shall be
binding upon and inure to the benefit of the successors in interest of Owner. Upon the sale or
division of the property described in Exhibit A the terms of this agreement shall succeed to the obligations
imposed on Owner by this agreement. Upon annexation to any City, Owner agrees to fulfill all
the terms of this agreement upon demand by such City as though Owner had contracted with
such City originally. Any annexing City shall have all the rights of a third party beneficiary.

II. STREET AND DRAINAGE IMPROVEMENTS

- A. County and Owner Agree that the improvements set forth in this section
may be deferred because:

It is not practical to install full street and drainage improvements at this
time.

- B. Owner agrees to construct the following improvements on the property
described in Exhibit A as well as required off-site improvements in
the manner set forth in this agreement:

Improvements required by County and generally described on Exhibit B.
(Cross out improvements that are not required).

1. Curb and Gutter
2. Sidewalks
3. Driveways
4. Street grading, base and paving
5. Storm drainage facilities
6. Erosion control plantings and facilities
7. Electroliers
8. Underground conduit with wiring and pull boxes
9. Barricades and other improvements needed for traffic safety.
10. Street trees and other improvements between the curb and
property line.
11. Relocation of existing fences, signs and utilities.

APN: 831-10-081

12. Payments of a pro rata share of the costs as determined by the County of a storm drainage or street improvement which has been, or is to be, provided by others or jointly provided by Owner and others where such facility benefits the property described in Exhibit A.

- C. When the County Road Commissioner ~~_____~~ determines that the reasons for the deferment of the improvements as set forth in Section II no longer exists, he shall notify Owner in writing to commence their installation and construction. The notice shall be mailed to the current owner or owners of the land as shown on the latest adopted County assessment roll. The notice shall describe the work to be done by owners, the time within which the work shall commence and the time within which the work shall be completed. All or any portion of said improvements may be required at a specified time. Each owner shall participate on a pro rata basis in the cost of the improvements to be installed. If Owner is Obligated to pay a pro rata share of a cost of a facility provided by others, the notice shall include the amount to be paid and the time when payment must be made.

III. PERFORMANCE OF THE WORK

Owner agrees to perform the work and make the payments required by County as set forth herein or as modified by the Board of Supervisors. Owner shall cause plans and specifications for the improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications for approval prior to commencement of the work described in the notice and to pay County inspection fees. The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval. Owner agrees to commence and complete the work within the time specified in the notice and to notify the County at least 48 hours prior to start of work. In the event Owner fails to construct any improvements required under this agreement, County may, at its option, do the work and collect all the costs from the owner. Permission to enter onto the property of Owner is granted to County or its contractor as may be necessary to construct such improvements.

IV. JOINT COOPERATIVE PLAN

Owner agrees to cooperate upon notice by County with other property owners, the County and other public agencies to provide the improvements set forth herein under a joint cooperative plan including the formation of a local improvements district, if this method is feasible to secure the installation and construction of the improvements.

V. REVIEW OF REQUIREMENTS

If Owner disagrees with the requirements set forth in any notice to commence installation of improvements he shall, within 30 days of the date the notice was mailed, request a review of the requirements by the Board of Supervisors of County. The Decision of this Board shall be binding upon both County and Owner.

VI. MAINTENANCE OF IMPROVEMENTS

County agrees to accept for maintenance those improvements specified in Section II which are constructed and completed in accordance with County standards and requirements and are installed within rights of way or easements dedicated and accepted by resolution of the Board of Supervisors.

Deferred Improvement Agreement

Owner agrees to provide any necessary temporary drainage facilities, access road or other required improvements, to assume responsibility for the proper functioning thereof, to submit plans to the appropriate County agency for review, if required, and to maintain said improvements and facilities in a manner which will preclude any hazard to life or health or damage to adjoining property.

BONDS

VII. Prior to approval of improvement plans by the County, Owner may be required to execute and deliver to the County a faithful performance bond and a labor and materials bond in a n amount and form acceptable to County to be released by the Board of Supervisors in whole or in part upon completion of the work required and payment of all persons furnishing labor and materials in the performance of the work.

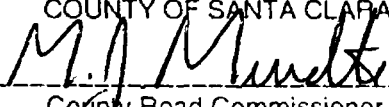
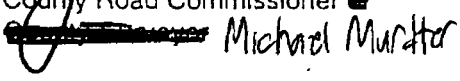
VIII. INSURANCE

Owner shall maintain, or shall require any contractor engaged to perform the work to maintain, at all times during the performance of the work called herein, a separate policy of insurance in a form and amount acceptable to County.

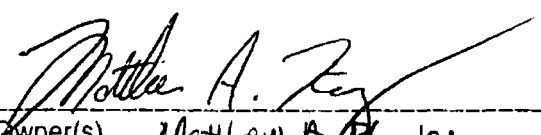
IX. INDEMNITY

The Developer shall assume the defense and indemnify and save harmless the County, its officers, agents, and employees, from every expense, liability or payment by reason of injury "including death" to persons or damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of the Developer, his employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this agreement, on any part of the premises, including those matters arising out of the deferment of permanent drainage facilities or the adequacy, safety, use or nonuse of temporary drainage facilities, the performance or nonperformance of the work. This provision shall not be deemed to require the developer to indemnify the County against the liability for damage arising from the sole negligence or willful misconduct of the County or its agents, servants or independent contractors who are directly responsible to the County.

IN WITNESS WHEREOF, County has executed this agreement as of

COUNTY OF SANTA CLARA

 County Road Commissioner
 Michael Murdter

IN WITNESS WHEREOF, Owner has executed this agreement as of


 Owner(s) Matthew A Banosky

(Sign Names Exactly as they Appear on Deed of Title).

APPROVED AS TO FORM AND LEGALITY:

 8/4/99
 Deputy County Counsel (Date)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of County of Santa Clara } ss.

Kent R. Mitchell
"Notary Public"

On NOV 08 2002

, before me,

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael Mordtor

Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.



WITNESS my hand and official seal.

Kent R. Mitchell

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deferred Improvement Agreement #8387-16-70028

Document Date: _____ Number of Pages: 9

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

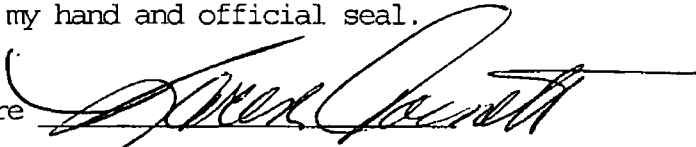
RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

State of California
County of Santa Clara

On August 15, 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared Matthew A. Kansky, personally known to me (or 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.

WITNESS my hand and official seal.

Signature



Name: Karen cornett



(Seal)

EXHIBIT A

DEED

All that certain parcel of land described in that Grant Deed, from Ronald Miller and Darla Jean Miller, husband and wife to Mathew A. Kansky, an unmarried man, in Document Number 15753431 Official Records, Office of The Recorder, County of Santa Clara, State of California, which description is by this reference incorporated herein.

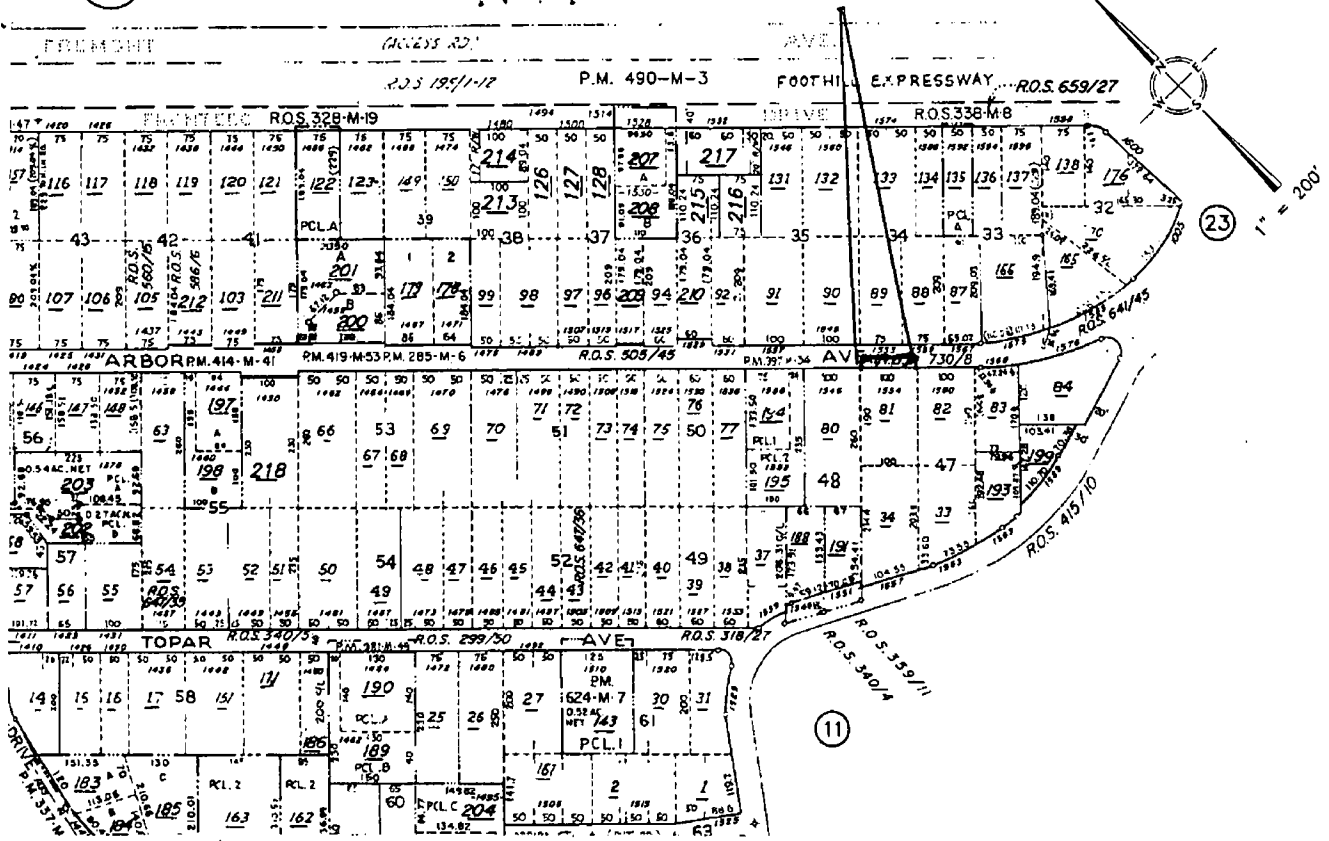
BOOK
189

MAP OF LOS ALTOS COUNTRY CLUB PROPERTIES

LIMITS OF WORK

BOOK
331

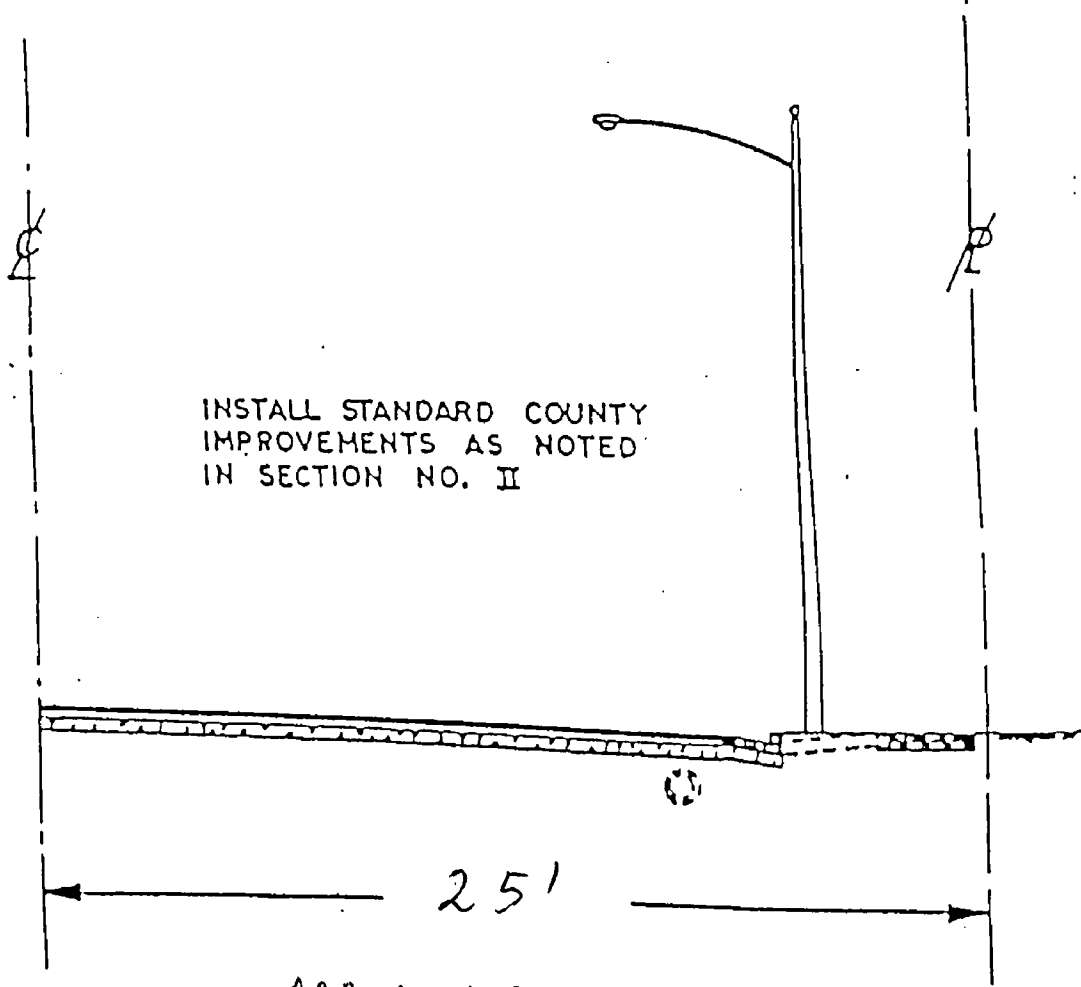
PAGE
10



PLAN VIEW (No Scale)

APN # 331-10-081

500 Scale Map # _____



ARBOR AVE.

COUNTY ROAD NAME
TYPICAL 1/2 STREET SECTION (NO SCALE)

EXHIBIT "B"
DEFERRED IMPROVEMENT AGREEMENT
FILE NO. 8387-16-70-02B

1090

When Recorded

return to:

COUNTY OF SANTA CLARA

Roads and Airports Dept

101 Skyport Drive

San Jose, CA 95110

2003-25

DOCUMENT: 17241942

Pages: 7



Fees... + No Fees
Taxes...
Copies...
AMT PAID

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
County Agency

RDE # 002
8/04/2003
1:51 PM

AGREEMENT BY OWNER OR HIS SUCCESSORS IN INTEREST
TO CONSTRUCT FUTURE LAND DEVELOPMENT IMPROVEMENTS
(DEFERRED IMPROVEMENT AGREEMENT)

FILE # 8473-06-15-02B

Project Identification: 331-04-087 1315 Arbor Avenue

This is an agreement between the COUNTY OF SANTA CLARA, hereinafter referred to as "County", and MATTHEW KANSKY and CATHY KANSKY
husband and wife
hereinafter referred to as "Owner".

WHEREAS, Owner desires to develop the property described in Exhibit A and wishes to defer construction of permanent improvements and County agrees to such deferment provided Owner agrees to construct improvements as herein provided.

NOW, THEREFORE, IT IS AGREED:

I. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

This agreement is an instrument affecting the title or possession of the real property described in Exhibit A. All the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of the successors in interest of Owner. Upon the sale or division of the property described in Exhibit A the terms of this agreement shall succeed to the obligations imposed on Owner by this agreement. Upon annexation to any City, Owner agrees to fulfill all the terms of this agreement upon demand by such City as though Owner had contracted with such City originally. Any annexing City shall have all the rights of a third party beneficiary.

II. STREET AND DRAINAGE IMPROVEMENTS

- A. County and Owner Agree that the improvements set forth in this section may be deferred because:

It is not practical to install full street and drainage improvements at this time.

- B. Owner agrees to construct the following improvements on the property described in Exhibit A as well as required off-site improvements in the manner set forth in this agreement:

Improvements required by County and generally described on Exhibit B.
(Cross out improvements that are not required).

1. Curb and Gutter
2. Sidewalks
3. Driveways
4. Street grading, base and paving
5. Storm drainage facilities
6. Erosion control plantings and facilities
7. Electroliners
8. Underground conduit with wiring and pull boxes
9. Barricades and other improvements needed for traffic safety.
10. Street trees and other improvements between the curb and property line.
11. Relocation of existing fences, signs and utilities.

APN: 331-04-087

ORIGINAL

12. Payments of a pro rata share of the costs as determined by the County of a storm drainage or street improvement which has been, or is to be, provided by others or jointly provided by Owner and others where such facility benefits the property described in Exhibit A.

- C. When the County Road Commissioner ~~or County Surveyor~~ determines that the reasons for the deferment of the improvements as set forth in Section II no longer exists, he shall notify Owner in writing to commence their installation and construction. The notice shall be mailed to the current owner or owners of the land as shown on the latest adopted County assessment roll. The notice shall describe the work to be done by owners, the time within which the work shall commence and the time within which the work shall be completed. All or any portion of said improvements may be required at a specified time. Each owner shall participate on a pro rata basis in the cost of the improvements to be installed. If Owner is Obligated to pay a pro rata share of a cost of a facility provided by others, the notice shall include the amount to be paid and the time when payment must be made.

III. PERFORMANCE OF THE WORK

Owner agrees to perform the work and make the payments required by County as set forth herein or as modified by the Board of Supervisors. Owner shall cause plans and specifications for the improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications for approval prior to commencement of the work described in the notice and to pay County inspection fees. The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval. Owner agrees to commence and complete the work within the time specified in the notice and to notify the County at least 48 hours prior to start of work. In the event Owner fails to construct any improvements required under this agreement, County may, at its option, do the work and collect all the costs from the owner. Permission to enter onto the property of Owner is granted to County or its contractor as may be necessary to construct such improvements.

IV. JOINT COOPERATIVE PLAN

Owner agrees to cooperate upon notice by County with other property owners, the County and other public agencies to provide the improvements set forth herein under a joint cooperative plan including the formation of a local improvements district, if this method is feasible to secure the installation and construction of the improvements.

V. REVIEW OF REQUIREMENTS

If Owner disagrees with the requirements set forth in any notice to commence installation of improvements he shall, within 30 days of the date the notice was mailed, request a review of the requirements by the Board of Supervisors of County. The Decision of this Board shall be binding upon both County and Owner.

VI. MAINTENANCE OF IMPROVEMENTS

County agrees to accept for maintenance those improvements specified in Section II which are constructed and completed in accordance with County standards and requirements and are installed within rights of way or easements dedicated and accepted by resolution of the Board of Supervisors.

Deferred Improvement Agreement

ORIGINAL

Owner agrees to provide any necessary temporary drainage facilities, access road or other required improvements, to assume responsibility for the proper functioning thereof, to submit plans to the appropriate County agency for review, if required, and to maintain said improvements and facilities in a manner which will preclude any hazard to life or health or damage to adjoining property.

BONDS

VII. Prior to approval of improvement plans by the County, Owner may be required to execute and deliver to the County a faithful performance bond and a labor and materials bond in a n amount and form acceptable to County to be released by the Board of Supervisors in whole or in part upon completion of the work required and payment of all persons furnishing labor and materials in the performance of the work.

VIII. INSURANCE

Owner shall maintain, or shall require any contractor engaged to perform the work to maintain, at all times during the performance of the work called herein, a separate policy of insurance in a form and amount acceptable to County.

IX. INDEMNITY

The Developer shall assume the defense and indemnify and save harmless the County, its officers, agents, and employees, from every expense, liability or payment by reason of injury "including death" to persons or damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of the Developer, his employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this agreement, on any part of the premises, including those matters arising out of the deferment of permanent drainage facilities or the adequacy, safety, use or nonuse of temporary drainage facilities, the performance or nonperformance of the work. This provision shall not be deemed to require the developer to indemnify the County against the liability for damage arising from the sole negligence or willful misconduct of the County or its agents, servants or independent contractors who are directly responsible to the County.

IN WITNESS WHEREOF, County has executed this agreement as of

7/25/03

COUNTY OF SANTA CLARA
M. J. Murdter Michael Murdter
County Road Commissioner
~~County Surveyor~~

IN WITNESS WHEREOF, Owner has executed this agreement as of

Matthew Karsky Matthew Karsky
Owner(s) *Cathy Karsky* Cathy Karsky

(Sign Names Exactly as they Appear on Deed of Title).

APPROVED AS TO FORM AND LEGALITY:
Brian L. Carr 8/4/99
Deputy County Counsel (Date)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

ss.

Kent R. Mitchell
"Notary Public"

On **JUL 25 2003**

, before me,

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Michael Mueller

Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.

WITNESS my hand and official seal.

Kent R. Mitchell
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Defendant Injunctive Agreement #8473-06-15-02B

Document Date: 7/25/03 Number of Pages: 10

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Santa Clara

} ss.

On May 2, 2003, before me,

Date

Roberta L. Sherrod

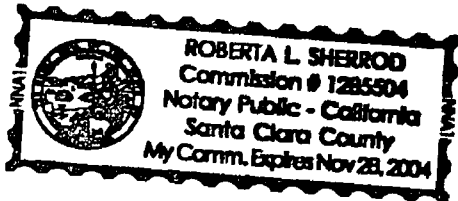
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Matthew Karsky and Cathy Karsky

Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.

WITNESS my hand and official seal.

Roberta L. Sherrod

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deferred Improvement Agreement

Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

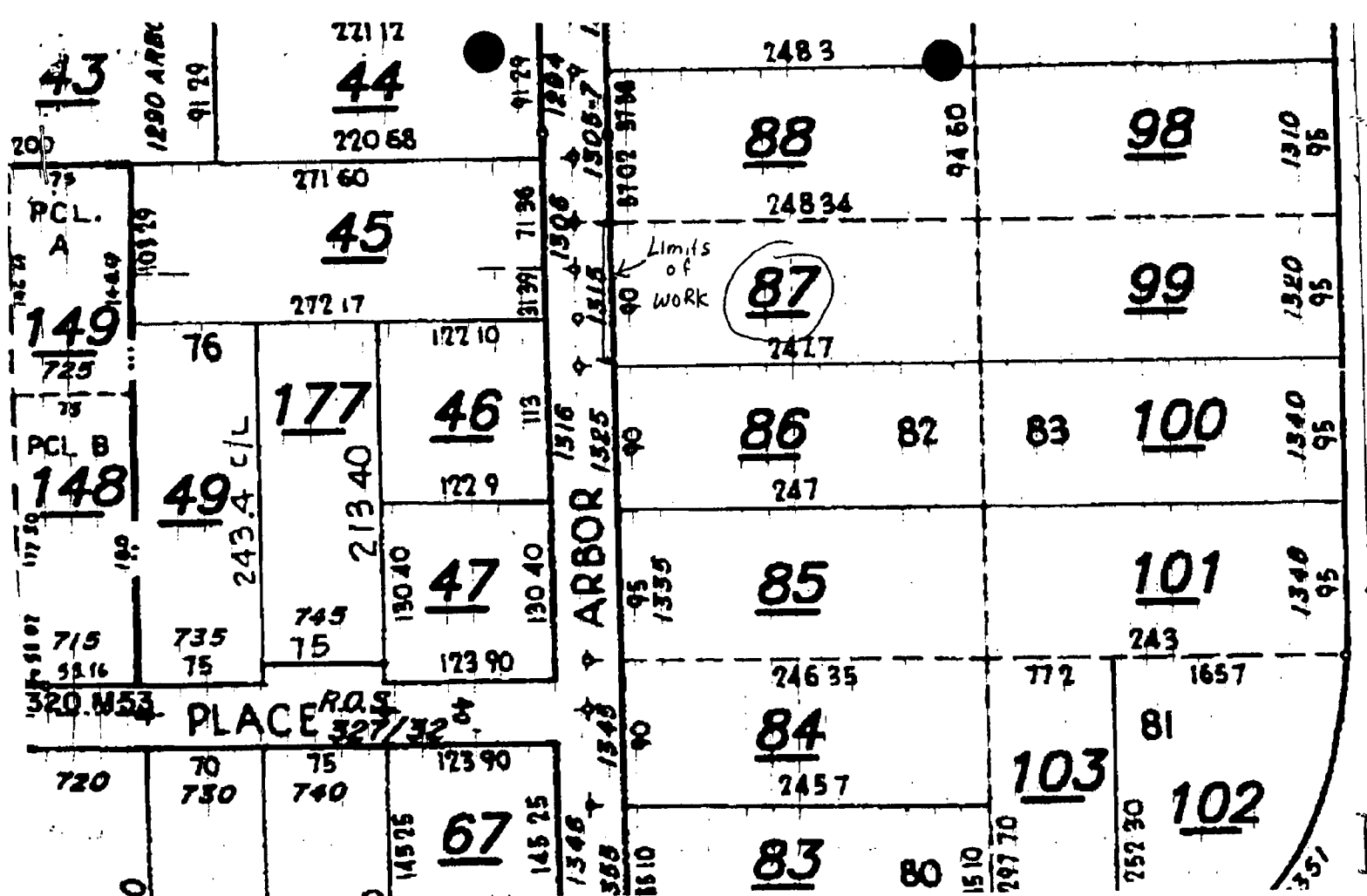
Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT A

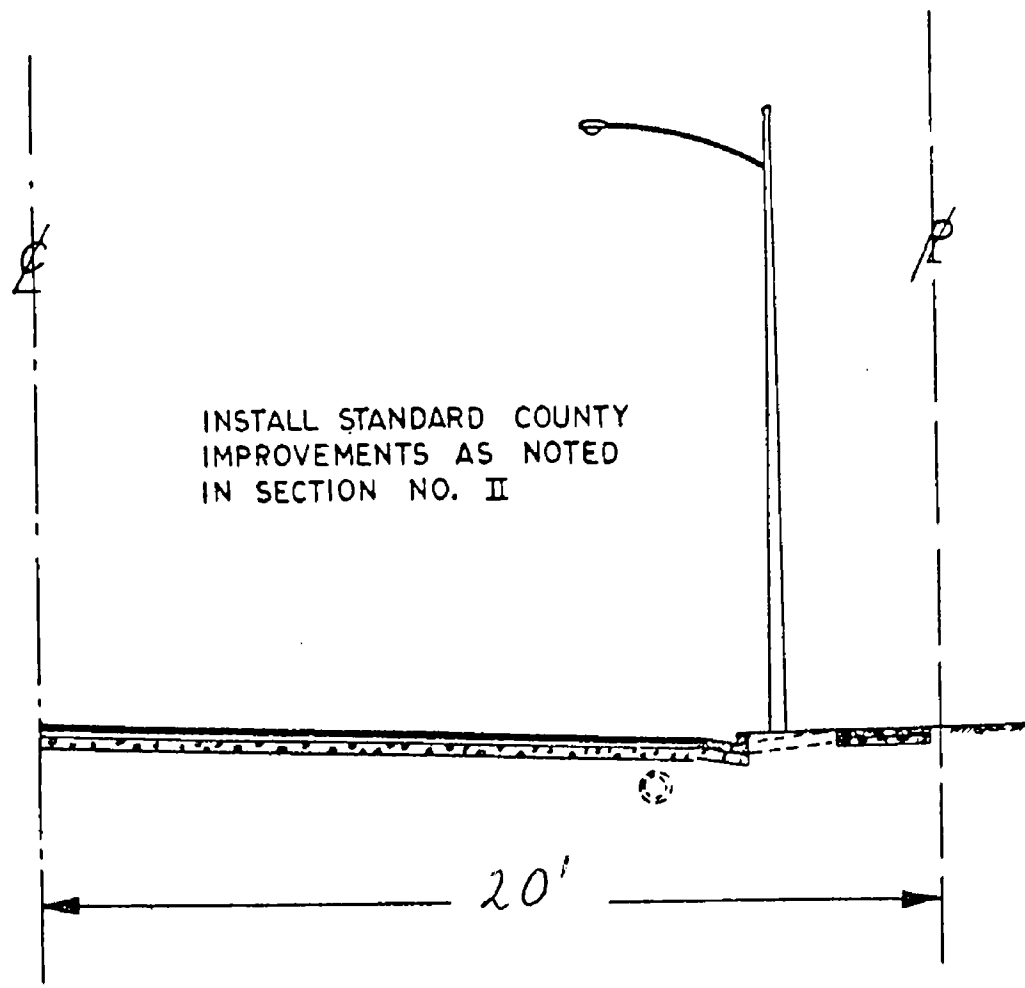
DEED

All that certain parcel of land described in that Grant Deed, from William S. Coates and Selena A. Coates, husband and wife as community property to Matthew Kansky and Cathy Kansky, husband and wife as community property in Document Number 16273187 Official Records, Office of The Recorder, County of Santa Clara, State of California, which description is by this reference incorporated herein.



PLAN VIEW
no scale

APN: 331-04-087



ARBOR AVE.

TYPICAL $\frac{1}{4}$ STREET SECTION
no scale

EXHIBIT 'B'

DEFERRED IMPROVEMENT AGREEMENT

file no. 8473-06-15-02B

When Recorded

return to:

COUNTY OF SANTA CLARA

Roads and Airports Dept

101 Skyport Drive

San Jose, CA 95110

2003-15

DOCUMENT: 16996016



Pages: 8

Fees..... No Fees
Taxes.....
Copies.....
AMT PAID

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
County Agency

RDE # 009
4/28/2003
1:32 PM

AGREEMENT BY OWNER OR HIS SUCCESSORS IN INTEREST
TO CONSTRUCT FUTURE LAND DEVELOPMENT IMPROVEMENTS
(DEFERRED IMPROVEMENT AGREEMENT)

Project Identification: 926-16-70-02B Arbor Avenue

This is an agreement between the COUNTY OF SANTA CLARA, hereinafter referred to as "County", and Salvatore Frank Cagnina and Pauline Lucille Cagnina hereinafter referred to as "Owner".

WHEREAS, Owner desires to develop the property described in Exhibit A and wishes to defer construction of permanent improvements and County agrees to such deferment provided Owner agrees to construct improvements as herein provided.

NOW, THEREFORE, IT IS AGREED:

I. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

This agreement is an instrument affecting the title or possession of the real property described in Exhibit A. All the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of the successors in interest of Owner. Upon the sale or division of the property described in Exhibit A the terms of this agreement shall succeed to the obligations imposed on Owner by this agreement. Upon annexation to any City, Owner agrees to fulfill all the terms of this agreement upon demand by such City as though Owner had contracted with such City originally. Any annexing City shall have all the rights of a third party beneficiary.

II. STREET AND DRAINAGE IMPROVEMENTS

- A. County and Owner Agree that the improvements set forth in this section may be deferred because:

It is not practical to install full street and drainage improvements at this time.

- B. Owner agrees to construct the following improvements on the property described in Exhibit A as well as required off-site improvements in the manner set forth in this agreement:

Improvements required by County and generally described on Exhibit B.
(Cross out improvements that are not required).

1. Curb and Gutter
2. Sidewalks
3. Driveways
4. Street grading, base and paving
5. Storm drainage facilities
6. Erosion control plantings and facilities
7. Electroliers
8. Underground conduit with wiring and pull boxes
9. Barricades and other improvements needed for traffic safety.
10. Street trees and other improvements between the curb and property line.
11. Relocation of existing fences, signs and utilities.

APN: 331-10-091

12. Payments of a pro rata share of the costs as determined by the County of a storm drainage or street improvement which has been, or is to be, provided by others or jointly provided by Owner and others where such facility benefits the property described in Exhibit A.

- C. When the County Road Commissioner ~~or County Surveyor~~ determines that the reasons for the deferment of the improvements as set forth in Section II no longer exists, he shall notify Owner in writing to commence their installation and construction. The notice shall be mailed to the current owner or owners of the land as shown on the latest adopted County assessment roll. The notice shall describe the work to be done by owners, the time within which the work shall commence and the time within which the work shall be completed. All or any portion of said improvements may be required at a specified time. Each owner shall participate on a pro rata basis in the cost of the improvements to be installed. If Owner is Obligated to pay a pro rata share of a cost of a facility provided by others, the notice shall include the amount to be paid and the time when payment must be made.

III. PERFORMANCE OF THE WORK

Owner agrees to perform the work and make the payments required by County as set forth herein or as modified by the Board of Supervisors. Owner shall cause plans and specifications for the improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications for approval prior to commencement of the work described in the notice and to pay County inspection fees. The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval. Owner agrees to commence and complete the work within the time specified in the notice and to notify the County at least 48 hours prior to start of work. In the event Owner fails to construct any improvements required under this agreement, County may, at its option, do the work and collect all the costs from the owner. Permission to enter onto the property of Owner is granted to County or its contractor as may be necessary to construct such improvements.

IV. JOINT COOPERATIVE PLAN

Owner agrees to cooperate upon notice by County with other property owners, the County and other public agencies to provide the improvements set forth herein under a joint cooperative plan including the formation of a local improvements district, if this method is feasible to secure the installation and construction of the improvements.

V. REVIEW OF REQUIREMENTS

If Owner disagrees with the requirements set forth in any notice to commence installation of improvements he shall, within 30 days of the date the notice was mailed, request a review of the requirements by the Board of Supervisors of County. The Decision of this Board shall be binding upon both County and Owner.

VI. MAINTENANCE OF IMPROVEMENTS

County agrees to accept for maintenance those improvements specified in Section II which are constructed and completed in accordance with County standards and requirements and are installed within rights of way or easements dedicated and accepted by resolution of the Board of Supervisors.

Deferred Improvement Agreement

Owner agrees to provide any necessary temporary drainage facilities, access road or other required improvements, to assume responsibility for the proper functioning thereof, to submit plans to the appropriate County agency for review, if required, and to maintain said improvements and facilities in a manner which will preclude any hazard to life or health or damage to adjoining property.

BONDS

- VII. Prior to approval of improvement plans by the County, Owner may be required to execute and deliver to the County a faithful performance bond and a labor and materials bond in a n amount and form acceptable to County to be released by the Board of Supervisors in whole or in part upon completion of the work required and payment of all persons furnishing labor and materials in the performance of the work.

VIII. INSURANCE

Owner shall maintain, or shall require any contractor engaged to perform the work to maintain, at all times during the performance of the work called herein, a separate policy of insurance in a form and amount acceptable to County.

IX. INDEMNITY

The Developer shall assume the defense and indemnify and save harmless the County, its officers, agents, and employees, from every expense, liability or payment by reason of injury "including death" to persons or damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of the Developer, his employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this agreement, on any part of the premises, including those matters arising out of the deferment of permanent drainage facilities or the adequacy, safety, use or nonuse of temporary drainage facilities, the performance or nonperformance of the work. This provision shall not be deemed to require the developer to indemnify the County against the liability for damage arising from the sole negligence or willful misconduct of the County or its agents, servants or independent contractors who are directly responsible to the County.

IN WITNESS WHEREOF, County has executed this agreement as of

3/10/03

COUNTY OF SANTA CLARA

M. J. Murdter Michael Murdter
County Road Commissioner ~~or~~
~~County Surveyor~~

IN WITNESS WHEREOF, Owner has executed this agreement as of

January 13, 2003

Owner(s) Salvatore Frank Cagnina
Pauline Lucille Cagnina

(Sign Names Exactly as they Appear on
Deed of Title).

APPROVED AS TO FORM AND LEGALITY:

Brian L. Cam
Deputy County Counsel

8/4/99
(Date)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara } ss.

On MAR 10 2003, before me, **Kent R. Mitchell**
"Notary Public"

Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael Mordt
Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.



WITNESS my hand and official seal.

Kent R. Mitchell
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deferred Improvement Agreement # 26-16-7002B

Document Date: 3/10/03 Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of

Santa Clara

} ss.

On

13 Jan 2003

(DATE)

before me,

Karen M. Vahamaki

(NOTARY)

personally appeared

Salvatore Frank Cagnina

(SIGNER(S))

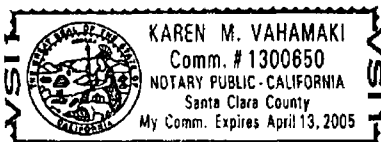


personally known to me

- OR -



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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Karen M. Vahamaki
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)



INDIVIDUAL



CORPORATE OFFICER

TITLE(S)



PARTNER(S)



ATTORNEY-IN-FACT



TRUSTEE(S)



GUARDIAN/CONSERVATOR



OTHER: owner

DESCRIPTION OF ATTACHED DOCUMENT

Real Estate Agreement

TITLE OR TYPE OF DOCUMENT

4

NUMBER OF PAGES

8 Aug 2002

DATE OF DOCUMENT

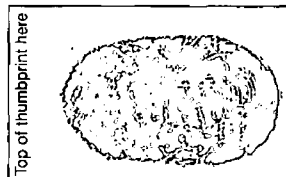
OTHER

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT

OF
SIGNER



ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of

Santa Clara

} ss.

On

13 Jan 2003

(DATE)

before me,

Karen M. Vahamaki

(NOTARY)

personally appeared

Pauline Lucille Cagnina

(SIGNER(S))



personally known to me

- OR -



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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Karen M. Vahamaki
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)



INDIVIDUAL



CORPORATE OFFICER

TITLE(S)



PARTNER(S)



ATTORNEY-IN-FACT



TRUSTEE(S)



GUARDIAN/CONSERVATOR



OTHER:

Owner

DESCRIPTION OF ATTACHED DOCUMENT

Real Estate Agreement

TITLE OR TYPE OF DOCUMENT

4

NUMBER OF PAGES

8 Aug 2002

DATE OF DOCUMENT

OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT
OF
SIGNER

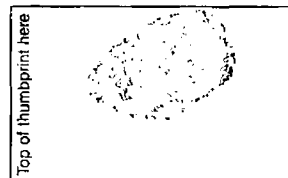


EXHIBIT A

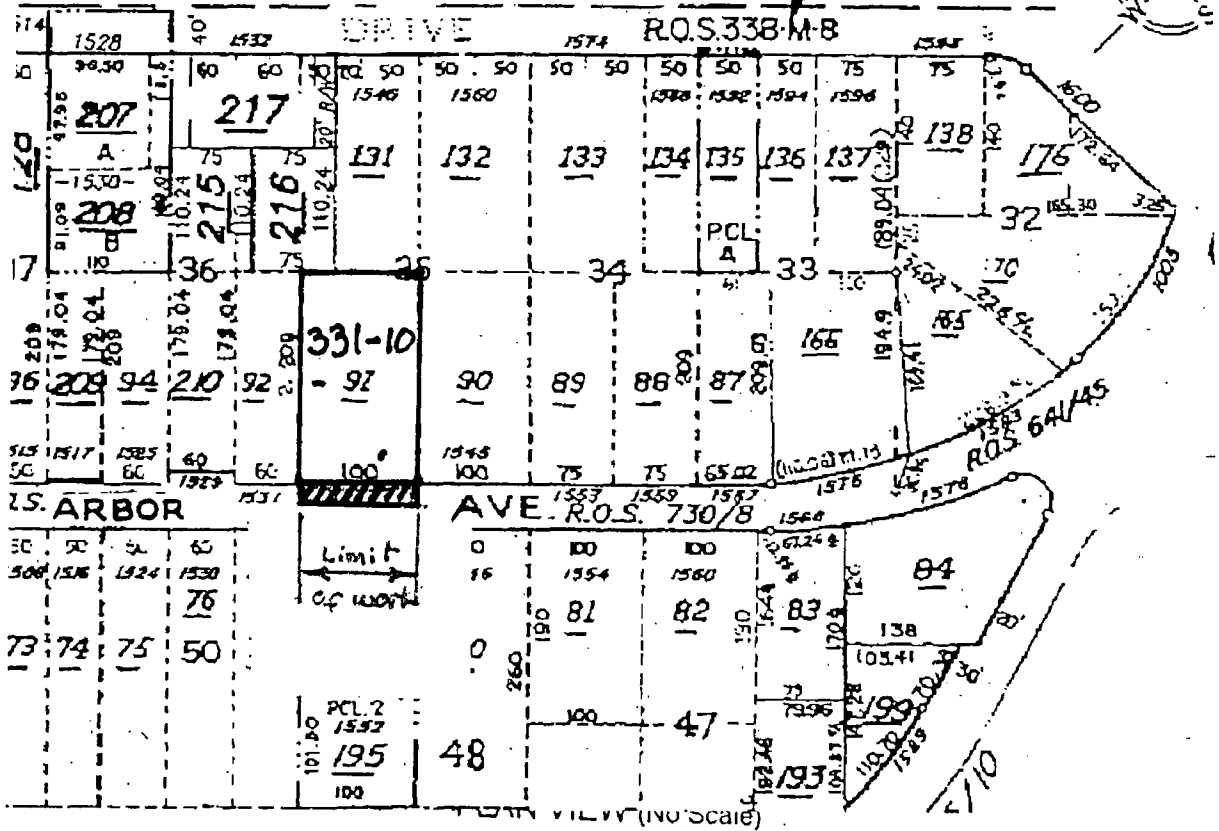
GRANT DEED

All that certain parcel of land described in that Grant Deed, from **Salvatore Frank Cagnina and Pauline Lucille Cagnina** husband and wife, to **Salvatore Frank Cagnina and Pauline Lucille Cagnina** as Co-Trustees of the Cagnina 1995 Living Trust recorded in Book **P112** Official records, page **1968**, Office of the Recorder, County of Santa Clara, State of California, which description is by this reference incorporated herein.

M. 490-M-3

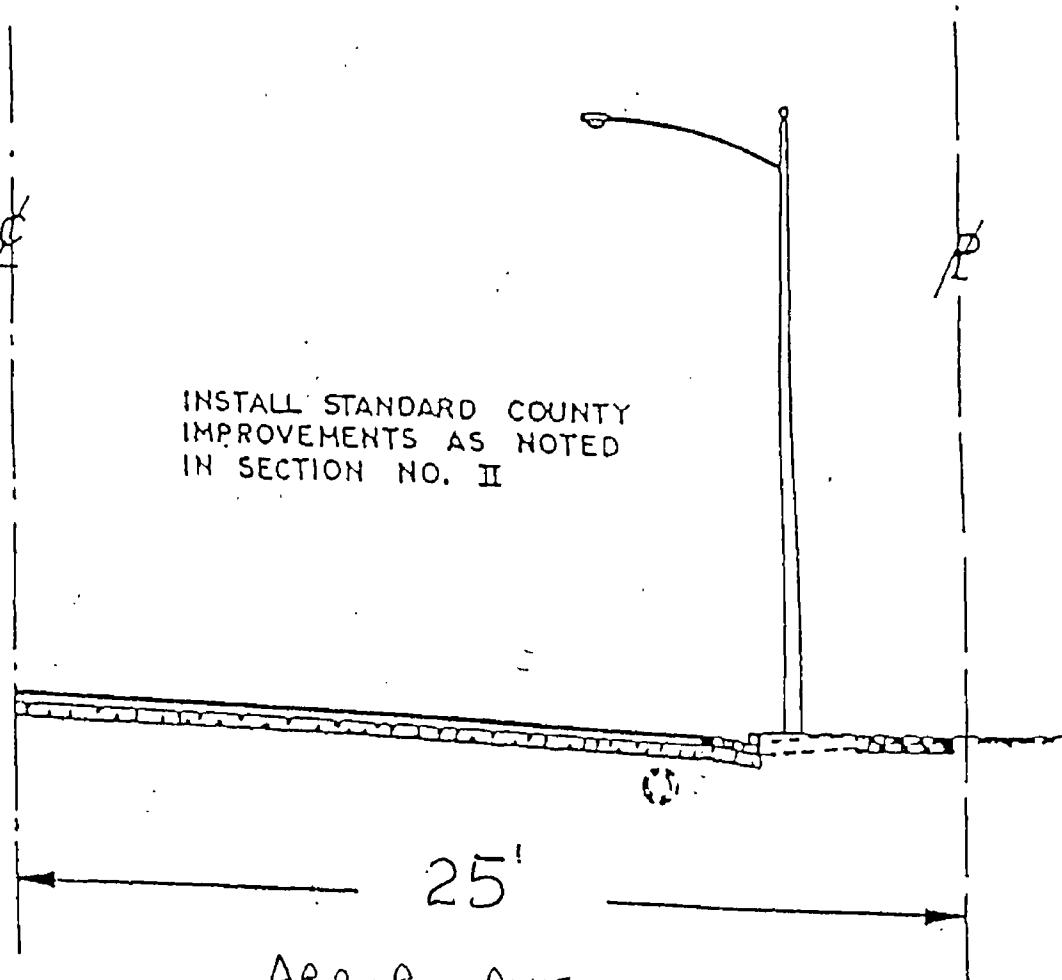
FOOTHILL EXPRESSWAY

R.O.S. 659/27



APN # 331-10-091

500 Scale Map # 63



ARBOR AVE
COUNTY ROAD NAME
TYPICAL 1/2 STREET SECTION (NO SCALE)

EXHIBIT "B"
DEFERRED IMPROVEMENT AGREEMENT
FILE NO. 926-16-70-02B

J743PA 1917

8838855

FILED FOR RECORD
AT REQUEST OF

1090

LDE

JUN 26 3 02 PM '86

OFFICIAL RECORDS
SANTA CLARA COUNTY
LAURIE KANE
RECORDER

DH 2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RETURN TO LAND DEVELOPMENT ENGINEERING
& SURVEYING - 7th FLOOR

County of Santa Clara

County Surveyor

W. Hedding St., East Wing, 7th Floor
San Jose, CA 95110 299-2871

APN 331-10-102

DEED OF RIGHT OF WAY

John C. Metcalfe and Valerie A. Metcalfe, as Joint Tenants.

(NAME OF GRANTOR)

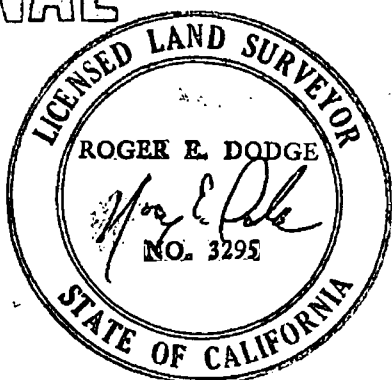
grants to the County of Santa Clara, a political subdivision of the State of California, for public street and road purposes a Right-of-way and Easement in, over, under, upon and across all that real property situated in the County of Santa Clara, State of California, described as follows:

Beginning at the Southernmost corner of Lot 41 as said Lot is shown on the map of Los Altos Country Club Properties, filed in Book "R" of Maps at page 52, Santa Clara County Records, and proceeding N 43°44'00" E. along the Southeast line of said Lot 41 30.00 feet; Thence N 46°16'00" W Parallel with and 30.00 feet Northeasterly of the Southwesterly Line of said Lot 41 75.00 feet; Thence S 43°44'00" W 30.00 feet to a point on the Southwesterly line of said Lot 41; Thence S 46°16'00" E along last said line 75.00 feet to the Point of Beginning.

file 2811-15-70-86B

Arbor Avenue

ORIGINAL

CHECKED FOR ACCURACY AND COMPLIANCE
WITH COUNTY REQUIREMENTS

Roger E. Dodge ROGER E. DODGE
Name of Civil Engineer or Land Surveyor

LS 3295
(RCE or LS Number)

6-5-86
Date

X John C. Metcalfe
(OWNER)

X Valerie A. Metcalfe
(OWNER)

(OWNER)

(OWNER)

The undersigned, Trustee under Deed of Trust recorded in Book _____ Official Records, page _____, Santa Clara County Records, hereby joins in, consents to, and subordinates its rights under said Deed of Trust to the easement herein conveyed.

(TRUSTEE)

(Individual)

STATE OF CALIFORNIA,

} ss.

Santa Clara County of California
On this 27th day of June

in the year one thousand nine hundred and eighty-six
before me, BARBARA L. TURNER, a Notary Public,
State of California, duly commissioned and sworn, personally appeared John C. Metcalfe AND Valerie A. Metcalfe

proved But known to me to be the persons whose name ARE subscribed to the within instrument, and acknowledged to me that They executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Santa Clara County of California the day and year in this certificate first above written.

Barbara L. Turner
Notary Public, State of California.

Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189)

My Commission Expires 25 Nov. 1986

(Corporation)

STATE OF CALIFORNIA,

} ss.

County of _____

On this _____ day of _____ in the year one thousand nine hundred and _____

before me, _____, a Notary Public,
State of California, duly commissioned and sworn, personally appeared _____

known to me to be the _____ of the corporation described
in and that executed the within instrument, and also known to me to be the person _____ who
executed the within instrument on behalf of the corporation therein named, and acknowledged
to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the _____ County of _____ the day and year in this certificate first above written.

Notary Public, State of California.

My Commission Expires _____

(Partnership)

STATE OF CALIFORNIA

} ss.

County of _____

On _____
before me, the undersigned, a Notary Public in and for said State, personally appeared _____

known to me
to be _____ of the partners of the partnership
that executed the within instrument, and acknowledged to me
that such partnership executed the same.

WITNESS my hand and official seal.

Signature _____

Name (Typed or Printed)

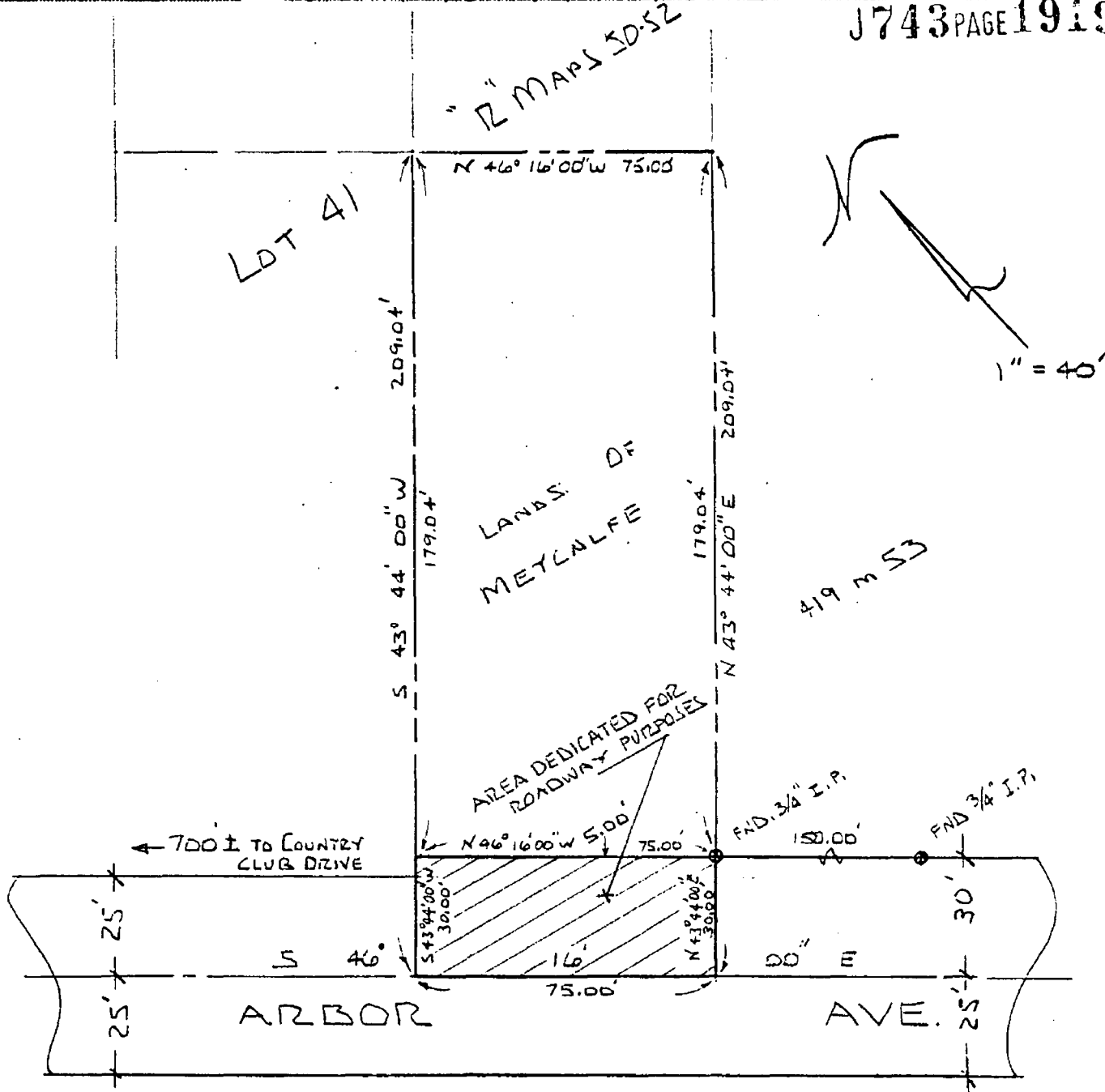
My Commission Expires _____

BY R. DODGE DATE 6-4-86
CHKD. BY _____ DATE _____

SUBJECT PLAT TO ACCOMPANY
DESCRIPTION FOR DEDICATION FOR
ROADWAY & UTILITY PURPOSES

SHEET NO. 1 OF 1
JOB NO. _____

J743 PAGE 1919



PROJECT: SINGLE BUILDING SITE
CO. OF S. CLARA FILE NO. 2811-15-70-86B
(ARBOR AVE.)

DEVELOPER/OWNER: JOHN & VALERIE METCALFE

LOCATION: SANTA CLARA CO.

DATE: 6-4-86

DODGE-SHEPHERD ASSOC., SURVEYING
2541 MONTEZUMA DR.
CAMPBELL, CALIF. 95708
975-3473 975-4706

On the basis of my knowledge, information, and belief, I certify to Mr. & Mrs. Metcalfe that as a result of a survey made on the ground to the normal standard of care of professional land surveyors practicing in California, that the work herein shown is accurately depicted.


Arbor Avenue
John C. Metcalfe and Valerie A. Metcalfe
Deed of Right of Way

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara, in accordance with that certain resolution adopted July 29, 1969, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
on June 26, 1986.

By 
Asst. Director, Transportation Agency
County of Santa Clara

To be recorded without fee
as per Gov. Code 6103.

7471075

FILED FOR RECORD
AT REQUEST OF

1090
Transportation Agency
SEP 21 10 57 AM '82

OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE A. MANN
REGISTRAR RECORDER

RETURN TO LAND DEVELOPMENT ENGINEERING
& SURVEYING - 7th FLOOR

Arbor Ave for Richard
1433-16-70-81B

SPACE ABOVE THIS LINE FOR RECORDER'S USE

H035 PAGE 560

DEED OF RIGHT OF WAY

Steven Hawley Richard and Laurie Calder Richard
(NAME OF GRANTOR)

grants to the County of Santa Clara, a political subdivision of the State of California, for public street and road purposes a Right-of-way and Easement in, over, under, upon and across all that real property situated in the County of Santa Clara, State of California, described as follows:

PORTION OF LOT 37, "MAP OF LOS ALTOS COUNTRY CLUB PROPERTIES, LOYOLA: RECORDED JANUARY 21, 1924, IN BOOK "R" OF MAPS, PAGE 50, SANTA CLARA COUNTY RECORDS AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER LINE OF ARBOR AVENUE DISTANT THEREON SOUTH $46^{\circ} 16'$ EAST 100.0 FEET FROM THE WEST CORNER OF LOT 37, AS SHOWN ON SAID MAP; THENCE PARALLEL TO THE NORTHWEST LINE OF SAID LOT 37, NORTH $43^{\circ} 44'$ EAST 30.00 FEET; THENCE PARALLEL TO SAID CENTER LINE OF ARBOR AVENUE SOUTH $46^{\circ} 16'$ EAST 50.00 FEET TO THE SOUTHEAST LINE OF SAID LOT 37, THENCE ALONG SAID LINE SOUTH $43^{\circ} 44'$ WEST 30.00 FEET TO SAID CENTER LINE OF ARBOR AVENUE; THENCE ALONG SAID LINE NORTH $46^{\circ} 16'$ WEST 50.00 FEET TO THE POINT OF BEGINNING.

ORIGINAL

CHECKED FOR ACCURACY AND COMPLIANCE
WITH COUNTY REQUIREMENTS

John W. Niles
Name of Civil Engineer or Land Surveyor

R.C.E. 11064

(RCE or LS Number)

9-13-82

Date

May 27, 1982

Steven Hawley Richard

(OWNER)

(OWNER)

Laurie Calda Richard

(OWNER)

(OWNER)

The undersigned, Trustee under Deed of Trust recorded in Book _____ Official Records, page _____, Santa Clara County Records, hereby joins in, consents to, and subordinates its rights under said Deed of Trust to the easement herein conveyed.

(TRUSTEE)

(Individual)

STATE OF CALIFORNIA,

County of Santa Clara

ss.

On this 27th day of May, in the year one thousand nine hundred and eighty-two

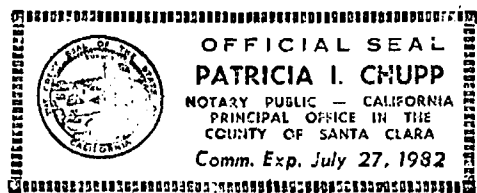
before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared

STEVEN HAWLEY RICHARD
LAURIE CALDA RICHARD

known to me to be the persons whose names ARE subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Santa Clara the day and year in this certificate first above written

Patricia I. Chupp
Notary Public, State of California.



Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189)

My Commission Expires 7/27/82

(Corporation)

STATE OF CALIFORNIA,

County of

ss.

On this _____ day of _____ in the year one thousand nine hundred and _____

before me, _____, a Notary Public, State of California, duly commissioned and sworn, personally appeared

known to me to be the _____ of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the _____ County of _____ the day and year in this certificate first above written.

Notary Public, State of California.

My Commission Expires _____

(Partnership)

STATE OF CALIFORNIA

County of

ss.

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared

_____ known to me to be _____ of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature _____

Name (Typed or Printed)

My Commission Expires _____

H035 PAGE 562



COUNTRY CLUB DR.

38

37

36

P.M. 480-3

N. 46°16'00"W. 50.00'

1/2" I.P. open

set pk nail/tag
in conc. at post base

0.240 ACRES
GROSS

0.206 ACRES
NET.

209.06' d

179.06'

N. 43°44'00"E

209.06' d

179.06'

S. 43°44'00"W.

S. 46°16'00"E. 50.00'

50.00'

1/2" I.P. open

10.00'

50.00'

25'

592.99' (592.99')

1/2" I.P. mark

ARBOR

AVE.

N. 46°16'00"W. 1042.59' M-M. (1042.96')

LOYOLA DR.

LEGEND AND NOTES:

- All distances and dimensions are shown in feet and decimals thereof. The distinctive border line indicates the boundary of the land within this survey.
- Indicates distinctive border line
- Indicates monument found. Type noted.
- Indicates 3/4" iron pipe set and tagged. R.C.E. 11064 (unless otherwise noted).
- () Indicates Record information (R/50)
- ⊙ County Monument found

SURVEYOR'S CERTIFICATE:

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Land Surveyors Act at the request of Laurie Jean Richard in Mar. 1981.

John W. Riley
JOHN W. RILEY, CIVIL ENGINEER
R.C.E. No. 11066

RECORDER'S CERTIFICATE:

File No.	Fee	Paid
Filed this	day of	at
M. Book	of Maps at Page	at the
request of	JOHN W. RILEY	
GEORGE A. MANN, COUNTY RECORDER		
by Deputy		

COUNTY SURVEYOR'S CERTIFICATE:

This Map has been examined for conformance with the requirements of the Land Surveyors Act this day of 1982.

JAMES F. GERR, COUNTY SURVEYOR
by deputy

BASIS OF BEARINGS:

The bearing, N. 46°16'00"W. of the centerline of Arbor Ave. as shown on the map entitled "Map of the Los Altos Country Club Properties, Loyola," recorded in Book "R" of Maps at Page 50, Santa Clara County Records was taken as the basis of the bearings shown upon this Map.

File No. 1433-16-70-81 B Grid No. 63-16-70

**LANDS OF RICHARD
RECORD OF SURVEY**

BEING A PORTION OF LOT 37, "MAP OF LOS ALTOS COUNTRY CLUB PROPERTIES, LOYOLA," BOOK 'R' OF MAPS, PAGE 50, SANTA CLARA COUNTY RECORDS

COUNTY OF SANTA CLARA

SCALE: 1" = 20' CALIFORNIA MAR. 1982

JOHN W. RILEY · CIVIL ENGINEER · LOS ALTOS 66 THIRD ST.

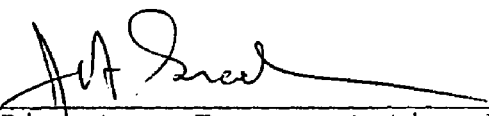
H035 PAGE 563

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara, in accordance with that certain resolution adopted July 29, 1969, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
on September 20, 1982.

By 

Director, Transportation Agency
County of Santa Clara

7-29-69

RECEIVED

JAN 06 1983

Land Development Engineering & Surveying
By _____

2016
Pub. County Surveyor
7th Floor
Attention: Ali Szobozzlay

ARBOR AVE

REC. FEE	DH
MICRO	
LIEN NO.	
SMPF	

7999431
1361 PAGE 684 1090
FILED FOR RECORD
AT REQUEST OF
County Surveyor
MAR 8 10 28 AM '84
OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE A. MANH
REGISTRAR RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF RIGHT OF WAY

M.D. Pascal and Betty L. Pascal

(NAME OF GRANTOR)

grants to the County of Santa Clara, a political subdivision of the State of California, for public street and road purposes a Right-of-way and Easement in, over, under, upon and across all that real property situated in the County of Santa Clara, State of California, described as follows:

COMMENCING at the centerline of Arbor Avenue and the most westerly corner of Lot 36 as designated on that certain map entitled, "Map of Los Altos Country Club property Loyola, Santa Clara County, California", filed for record on January 21, 1924 in Book "R" of Maps, at page 50, Santa Clara County Records:

Thence South 46° 16' East, 60.00 feet to a point hereinafter called the true point of beginning;

Thence continuing along said centerline of said Arbor Avenue South 46° 16' East, 60.00 feet to a point;

Thence parallel to the Northwesterly line of said Lot 36, North 43° 44' East, 30.00 feet to a point;

Thence parallel to the Northeasterly line of said Lot 36, North 46° 16' West, 60.00 feet to a point;

Thence parallel to the Northwesterly line of said Lot 36, South 43° 44' West, 30.00 feet to the true point of beginning.

Containing .0413 Acres more or less.

CHECKED FOR ACCURACY AND COMPLIANCE
WITH COUNTY REQUIREMENTS

William R. Hill

Name of Civil Engineer or Land Surveyor

RCE 19704

(RCE or LG Number)

2/23/84

Date

ORIGINAL

(OWNER)

(OWNER)

(TRUSTEE)

STATE OF CALIFORNIA,

OFFICIAL SEAL
CASEY BENNETT
 NOTARY PUBLIC-CALIFORNIA
SAN MATEO COUNTY
 MY COMMISSION EXPIRES MAY 10, 1995

Notary Public, State of California.

My Commission Expires

STATE OF CALIFORNIA,

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in theCounty ofthe day and
year in this certificate first above written.

Notary Public, State of California.

My Commission Expires

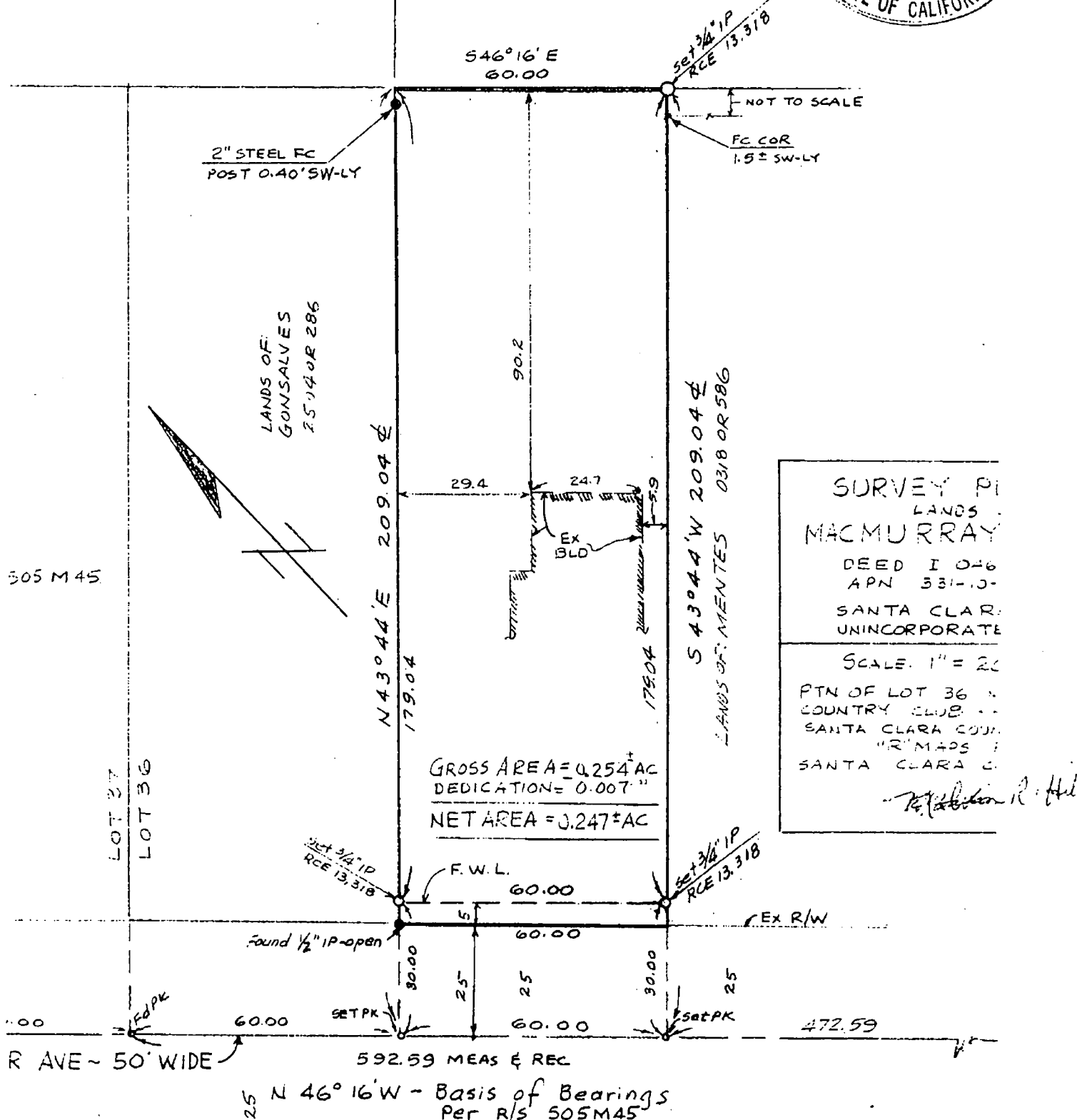
STATE OF CALIFORNIA

Signature

Name (Typed or Printed)

My Commission Expires _____

LANDS OF HAUSER
B 776 OR 244



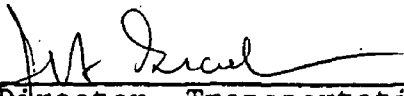
1361 PAGE **687**

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara, in accordance with that certain resolution adopted July 29, 1969, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
on March 7, 1984.

By 
Director, Transportation Agency
County of Santa Clara

7-29-69

RECEIVED
APR 17 1984

OFFICE OF THE COUNTY SURVEYOR
BY _____

ARBOR AVE.
4577.2

Return to Transportation Agency
Attn: E. D. Hodge

C 874 PAGE 720

5667876

Road
1090

FILED FOR RECORD
AT REQUEST OF

LAND DEVELOPMENT ENGINEERING
& SURVEYING
MAY 31 3 19 PM '77

OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE A. MANN
REGISTRAR-RECORDER

To be recorded without fee
as per Gov. Code 6103.

NO FEE

C 874 PAGE 720

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF RIGHT OF WAY

RICHARD F. LOCKE and LOUISE A. LOCKE

(NAME OF GRANTOR)

grants to the County of Santa Clara, a political subdivision of the State of California, for public street and road purposes a Right-of-way and Easement in, over, under, upon and across all that real property situated in the County of Santa Clara, State of California, described as follows:

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF ARBOR AVENUE AT THE MOST NORTHERLY CORNER OF LOT 48 AS SAID AVENUE AND LOT ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF LOS ALTOS COUNTRY CLUB PROPERTIES, LOYOLA, SANTA CLARA COUNTY, CALIFORNIA", WHICH MAP WAS FILED FOR RECORD JANUARY 21, 1924 IN BOOK "R" OF MAPS AT PAGES 50, 51, 52 AND 53, SANTA CLARA COUNTY RECORDS;
THENCE FROM SAID POINT OF BEGINNING RUNNING ALONG THE CENTERLINE OF SAID ARBOR AVENUE SOUTH 46°16' EAST 100.00 FEET;
THENCE AT RIGHT ANGLES SOUTH 43°44' WEST 25.00 FEET;
THENCE PARALLEL TO AND DISTANT 25 FEET AT RIGHT ANGLES FROM THE CENTERLINE OF SAID ARBOR AVENUE, NORTH 46°16' WEST 100.00 FEET;
THENCE AT RIGHT ANGLES NORTH 43°44' EAST 25.00 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF THE ABOVE MENTIONED LOT 48.

4

Locke Richard F

March 30, 1977

Richard F. Locke

(OWNER)

C 874 PAGE 721

(OWNER)

Louise A. Locke

(OWNER)

(OWNER)

The undersigned, Trustee under Deed of Trust recorded in Book Official Records, page, Santa Clara County Records, hereby joins in, consents to, and subordinates its rights under said Deed of Trust to the easement herein conveyed.

(TRUSTEE)

(Individual)

STATE OF CALIFORNIA,

County of Santa Clara

On this 30th day of March in the year one thousand nine hundred and seventy-seven

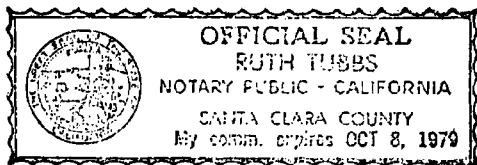
before me, Ruth Tubbs, a Notary Public, State of California, duly commissioned and sworn, personally appeared

Richard F. Locke and Louise A. Locke

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Santa Clara the day and year in this certificate first above written.

Notary Public, State of California.



Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189)

My Commission Expires

(Corporation)

STATE OF CALIFORNIA,

County of

On this day of in the year one thousand nine hundred and

before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared

known to me to be the of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of the day and year in this certificate first above written.

Notary Public, State of California.

My Commission Expires

(Partnership)

STATE OF CALIFORNIA

County of

On before me, the undersigned, a Notary Public in and for said State, personally appeared

known to me to be of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature

Name (Typed or Printed)

My Commission Expires

DEED OF RIGHT OF WAY
ARBOR AVE
LOCKE

C 874 PAGE 722

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara, in accordance with that certain resolution adopted July 29, 1969, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
on May 27, 1977.

By 

Director, Transportation Agency
County of Santa Clara

7-29-69

AFTER RECORDING RETURN TO
Board of Supervisors
Room 524
70 West Hedding Street
San Jose, California
95110

4075927

BOOK 9470 PAGE 716

QUITCLAIM DEED

NO FEE

SANTA CLARA COUNTY FLOOD CONTROL AND WATER DISTRICT, a public corporation, does hereby release, remise and forever quitclaim unto COUNTY OF SANTA CLARA, State of California, all those certain interests in real property located in the County of Santa Clara, State of California, more particularly described as follows:

EASEMENTS FOR COVERED STORM DRAIN as granted said Santa Clara County Flood Control and Water District by the following deeds:

	Grantor	Date of Recording	Book	Page
1.	Gamco, Inc.	Dec. 30, 1958	4274	169
2.	Nathaniel Cole, et al	Sept. 19, 1961	5302	47
3.	Otto Schoch, et ux	Nov. 25, 1960	4993	392
4.	W. A. Horne, et ux	Sept. 13, 1961	5295	520
5.	Robert F. Conia, et ux	Sept. 13, 1961	5295	523
6.	John H. Meyer, Jr., et ux	Sept. 19, 1961	5302	41

all as recorded in Official Records of said County of Santa Clara.

SANTA CLARA COUNTY FLOOD CONTROL
AND WATER DISTRICT

July 13, 1971

By: P. Jack Sturlo
Chairman of the Board of Directors

ATTEST: VIOLET V. ENANDER

Violet V. Enander
Clerk of said Board of Directors

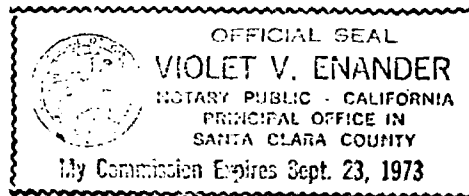
cc: Flood Control District

AFTER RECORDING RETURN TO
Board of Supervisors
Room 524
70 West Hedding Street
San Jose, California
95110

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) .SS

BOOK 9470 PAGE 717

On July 13, 1971 before me, Violet V. Enander, personally appeared R. Jack Sturla, known to me to be the Chairman of the Board of Directors of the Santa Clara County Flood Control and Water District, State of California, and known to me to be the person who executed the within instrument on behalf of said Santa Clara County Flood Control and Water District and acknowledged to me that said Santa Clara County Flood Control and Water District authorized execution of the same.



Violet V. Enander
Violet V. Enander, Notary Public
in and for said County and State

My commission expires September
23, 1973.

FILED FOR RECORD
AT REQUEST OF

NO FEE

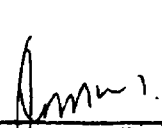
BOARD OF SUPERVISORS
AUG 19 2 47 PM '71CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE E. FOWLES
RECORDER

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara, adopted September 27, 1965, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of AUG 1 7 1971, 19____.

By 
Chairman, Board of Supervisors
County of Santa Clara



AFTER RECORDING RETURN TO
Board of Supervisors
Room 524
70 West Hedding Street
San Jose, California
95110

JRK
9/65

29
ZONE: NW
PROJECT: Arbor Ave. Storm Drain
PROJECT NO: 10501

RESOLUTION NO. 71 - 42
AUTHORIZING DISPOSITION OF DISTRICT
PROPERTY TO COUNTY OF SANTA CLARA

RESOLVED, by the Board of Directors of Santa Clara County Flood
Control and Water District, as follows:

1. That this Board does hereby determine that that certain interest
in real property of the District described on "Exhibit A" attached hereto and
made a part hereof is no longer necessary to be retained for the uses and
purposes thereof; and

2. That, by a five-sevenths vote of this Board the Chairman shall be
and he is hereby authorized to convey said interest in real property to the
COUNTY OF SANTA CLARA, State of California.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara
County Flood Control and Water District, State of California, this 13th
day of July, 1971, by the following vote:

AYES: Directors J. CHIRI, V. F. CORSIGLIA, M. E. DULLEA,
J. J. LENIHAN, R. T. SAPP, ~~XXXXXXXXXX~~
NOES: Directors NONE
ABSENT: Directors R. J. STURLA, E. A. WILCOX

SANTA CLARA COUNTY FLOOD CONTROL
AND WATER DISTRICT

By: R. Jack Sturla
Chairman of the Board of Directors

ATTEST: VIOLET V. ENANDER

Violet V. Enander
Clerk of said Board of Directors

FREMONT

(ACCESS RD.)

AVE.

R.O.S. 195/1-12

FOOTHILL EXP

FRONTIERO

(ACCESS RD.)

DRIVE

ARBOR

AVE.

TOPAR

AVE.

COUNTRY CLUB

R.O.S. 135-M-26

11

(A) PROJECT #10501
FREMONT COLE
BK 4274 P. 42 169
#1060551 12/30/66

(B) PROJECT #10501
FREMONT COLE
BK 4274 P. 42 169
#1060551 12/30/66

(C) PROJECT #10501
FREMONT COLE
BK 4274 P. 42 169
#1060551 12/30/66

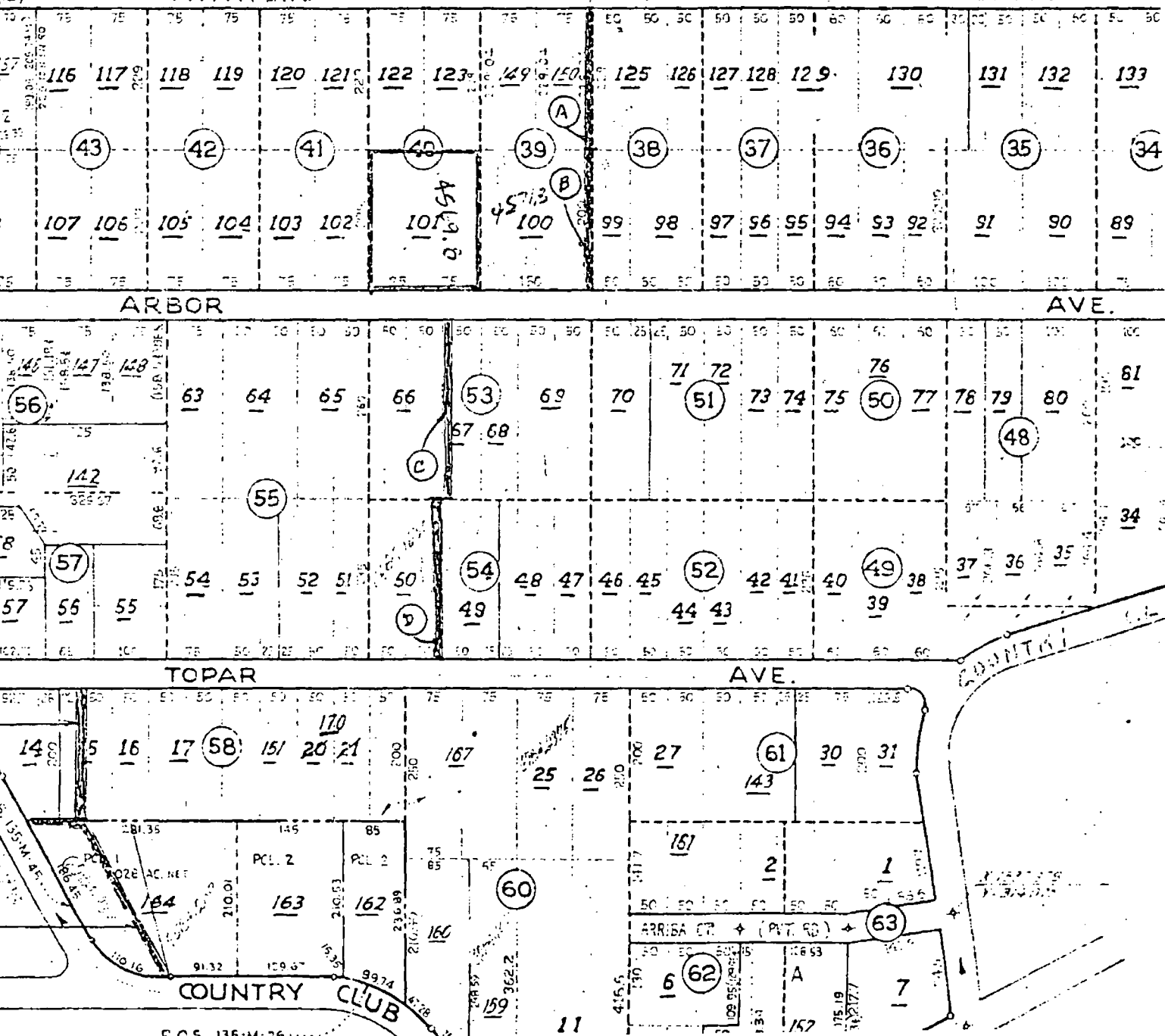
(D) PROJECT #10501
FREMONT COLE
BK 4274 P. 42 169
#1060551 12/30/66

PROJECT #10501
FREMONT COLE
BK 4274 P. 42 169
#1060551 12/30/66

PROJECT #10501
FREMONT COLE
BK 4274 P. 42 169
#1060551 12/30/66

1"=200'

4



1090

SANTA CLARA COUNTY
FLOOD CONTROL
WATER DISTRICT

516 EAST MARTHA STREET SAN JOSE, CALIFORNIA 95112

DONALD K. CURRLIN

GENERAL MANAGER

29
August 9, 1971

Mr. Don Rains
Clerk/Board of Supervisors
County of Santa Clara
70 West Hedding Street
San Jose, California 95110

Dear Mr. Rains:

Enclosed is original Quitclaim Deed, Santa Clara County
Flood Control and Water District to County of Santa Clara,
of six parcels, Project No. 10501, Arbor Avenue Storm Drain.

When the document has been accepted and recorded, would you
please note the recording data on the attached copy of
Quitclaim Deed and return to me.

Thank you for your assistance.

Very truly yours,

Violet V. Enander

Mrs. Violet V. Enander
Clerk/Board of Directors

Enclosure

AUG 1 7 1971

RECEIVED
BOARD OF SUPERVISORS

AUG 10 11 58 PM '71

COUNTY OF
SANTA CLARA

17-0
COUNTY OF SANTA CLARA

JAMES B. ENOCHS - DIRECTOR OF PUBLIC WORKS

Department of PUBLIC WORKS

SANTA CLARA COUNTY OFFICE BLDG. • CIVIC CENTER
FIRST & ROSA STREETS, SAN JOSE, CALIFORNIA

April 13, 1959

Re: Bonding Co. Hartford
Accident and Indemnity Co.
CE No. 328

The Honorable Board of Supervisors
Santa Clara County
San Jose, California

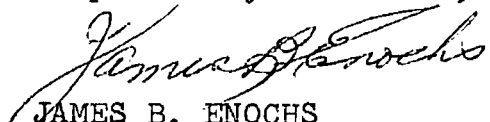
Gentlemen:

The street work on the Tom Parry property
located on Fairway and Arbor was accepted
May 26, 1958. 1090

The maintenance period has expired and
all deficiencies have been corrected.

It is recommended that the street bond
be released.

Respectfully submitted,


JAMES B. ENOCHS
Director of Public Works

JBE:RAJ:da

RAJ
Dist. #5

APR 13 1959
Date _____
APPROVED D-5
RE: CE CC PC DPW FLD
NO: _____ ABSTAINS: _____

22

COUNTY OF SANTA CLARA

OFFICE OF COUNTY ENGINEER

JAMES B. ENOCHS - ASS'T. COUNTY ENGR.
WILLIAM A. MCCLURE - OFFICE ENGINEER

SANTA CLARA COUNTY OFFICE BLDG. • CIVIC CENTER
FIRST & ROSA STREETS, SAN JOSE, CALIFORNIA

May 26, 1958

The Honorable Board of Supervisors
Santa Clara County
San Jose, California

CE: 328

Gentlemen:

The work of the improvements for Tom Parry
at Arbor Drive and Fairway has been completed in
accordance with your requirements. The work is
acceptable.

Respectfully submitted,

James B. Enoch
JAMES B. ENOCHS
Director of Public Works

RAJ:JBE:bm

RAJ
Dist. #5

DATE MAY 26 1958
APPROVED H. [Signature]
RE: CE CC PC ENG _____

109D
Arbor Ave Ex 7

To the Honorable Board of Supervisors of Santa Clara County, California,

GENTLEMEN:

Your Committee, to whom was referred the Petition of.....

to accept..... Arbor Avenue

and to declare the same to be a Public County Road, respectfully reports:

I have examined into the matter and find that the said..... Arbor Avenue

has been regularly dedicated to public use as a highway by a map thereof, with a formal deed of dedication endorsed thereon, which said map is on file and of record in the office of the County Recorder of Santa Clara County, California, in Map Book..... R....., at page 50-52, of the records of said county.....

I further find that said proposed road is a public necessity.

I would therefore recommend that said..... Arbor Avenue

....., as the same is laid out and delineated on the map herein before referred to, be accepted and declared to be a Public County Road.....

Earl C Campbell

No.

REPORT

OF

Supervisor

ON

Petition of

TO ACCEPT

Filed 19

Clerk.

By

Deputy Clerk.

21-8

To the Honorable Board of Supervisors of Santa Clara County, California,

GENTLEMEN:

Your Committee, to whom was referred the Petition of
I. E. Segur , et. al.

.....
to accept ~~Arbor Ave. from a point at the intersection of said Arbor Ave. with Lovola Drive, thence to the intersection of said Arbor Ave. with Country Club Drive.~~

and to declare the same to be a Public County Road, respectfully reports:

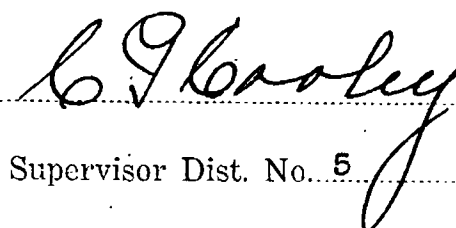
I have examined in to the matter and find that the said
Arbor Ave.

has been regularly dedicated to public use as a highway by a map thereof, with a formal deed of dedication endorsed thereon, which said map is on file and of record in the office of the County Recorder of Santa Clara County, California, in Map Book R., at page 50-52, of the records of said county

I further find that said proposed road is a public necessity.

I would therefore recommend that said ~~Arbor Ave.~~

....., as the same is laid out and delineated on the map hereinbefore referred to, be accepted and declared to be a Public County Road.....

.....

Supervisor Dist. No. 5

NO. 1090

563

REPORT

OF

Supervisor

Carley

ON

Petition of

J. E. Segura et al

TO ACCEPT

Arbor Avenue

Filed

August 4th

1927

H. A. PFISTER, Clerk.

By

Eugene M. Don

Deputy Clerk.

PETITION

To the Honorable Board of Supervisors of the County of Santa Clara.

GENTLEMEN:

The undersigned respectfully petition your Honorable body to accept That certain
Road known as Arbor Avenue, from a point at the interesction of said Arbor
Avenue with Loyola Drive, thence to the intersection of said Arbor Avenue with
Country Club Drive.

and to declare the same to be a public county road. Said road has been dedicated to the public use as
a highway by a map, with a formal deed of dedication endorsed thereon, which said map is on file and
recorded in the office of the County Recorder of Santa Clara County, California, in Book R
of Maps at page 5045 ✓

Respectfully submitted,

J. E. Dwyer

W. E. Dwyer

C. H. Sheldon

Lorna F. Sheldon

~~W. E. Dwyer~~

Wm. Dwyer

J. J. Dwyer

J. D. Dwyer

W. S. Manton

Edgar Manton

W. M. Gattrell

Harry Dwyer

Wm. S. Murphy

Thos. Dwyer

C. E. Manton

J. E. Atwood

Jas. Robinson

LOS ALTO GOLF & COUNTRY CLUB

Wm. Dwyer

Wm. Dwyer

1090

L.E. Segur et al

PETITION TO ACCEPT

Arbor Drive

Filed August 1^o 1927

Henry A. Pister
County Clerk.

By Engene M. Dorr
Deputy Clerk.