

OFFICE OF THE COUNTY COUNSEL

COUNTY OF SANTA CLARA

Date: September 20, 1963

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

Enclosed are a deed and title insurance policy for your permanent records for the following property acquisition:

Project: Fremont Avenue Widening
Parcel No.: S-700296 - T.I.
Grantor: Lena Appio
Deed Recorded: Date: 7/8/63 (2435635)
Book: 6093
Page: 689

Tax cancellation forms have been forwarded to Assessor's Office (September 20, 1963).

SPENCER M. WILLIAMS
County Counsel

By *Harold Thompson*
Deputy County Counsel

GJT/gc:

Copies:

Public Works - Right of Way Section
~~County Counsel~~

8/63

Appio, Lena

SEP 25 1963

RECEIVED
BOARD OF SUPERVISORS,

SEP 25 10 01 AM '63

COUNTY OF
SANTA CLARA

TO: THE BOARD OF SUPERVISORS
FROM: THE COUNTY OF SANTA CLARA
SUBJECT: [Illegible]

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STATE OF CALIFORNIA,

County of Santa Clara

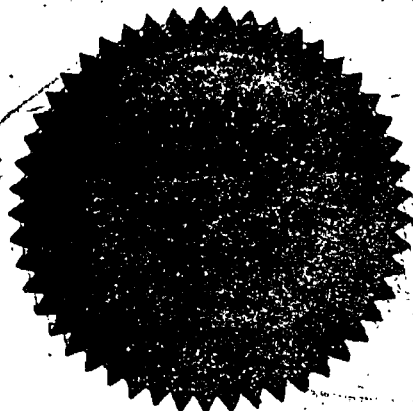
ss.

On this 5th day of July in the year one thousand nine hundred and sixty-three

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

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

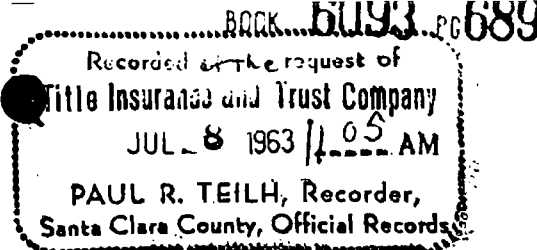


Cowdery's Form No. 36—(Acknowledgment—General)
(C. C. Sec. 1189)

Virginia L. LeFevre
Notary Public, State of California.
VIRGINIA L. LEFEVRE, Notary Public.
My Commission Expires State of California - Principal Office, Santa Clara County
My Commission Expires Aug. 16, 1965
1760 The Alameda, San Jose, Calif.

City of Sunnyvale
P.O. Box 607
Sunnyvale, Calif.
Attn: Frank Gillio

2435635
BOOK 6093 PG 689



311-2-22 Portion

EASEMENT DEED

LENA APPIO hereby grants to the COUNTY OF SANTA CLARA, a political subdivision of the State of California, an EASEMENT for public use as a roadway over all that certain real property situate in the County of Santa Clara, State of California, more particularly described as follows, together with all improvements and permanent fixtures thereon:

BEGINNING at the point of intersection of the Southerly line of Fremont Avenue, which southerly line is parallel to the center line of Fremont Avenue and distant southerly therefrom 30 feet, with the easterly line of the lands of Appio as said lands are described in the decree of distribution filed for record in Book 4051 Official Records, at page 279, in the Office of the Recorder of said County;

Thence westerly along said southerly line approximately 495 feet to the point of intersection with the westerly line of said lands of Appio;

Thence southerly along said westerly line, 10 feet to a point in a line parallel to and distant southerly, measured at right angles, 10 feet from said southerly line of Fremont Avenue;

Thence easterly, along said parallel line, approximately 495 feet to a point in said easterly line of the lands of Appio;

Thence northerly, along said easterly line, 10 feet to the Point of Beginning.

Containing an area of approximately 4950 square feet.

Executed this 5th day of July, 1963.

Lena Appio
Lena Appio

Fremont Widening
Appio
TI 5 700296
BOOK 6093 PG 690

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 pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this 27th day of June, 1962³.

By: *James T. Bell*
Director/Assistant Director of
Public Works of the County of
Santa Clara
2435634

JRK:meb
Revision of 1/4/62

D.H.

See front for
address



POLICY OF TITLE INSURANCE

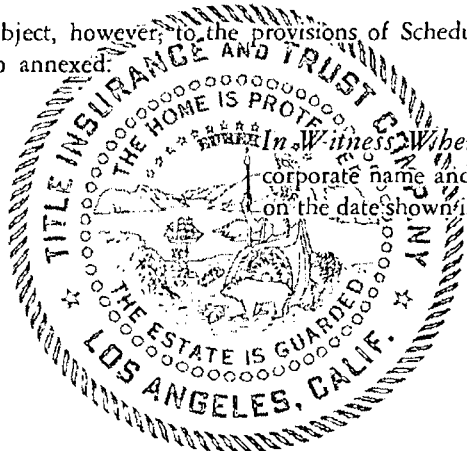
ISSUED BY

Title Insurance and Trust Company

Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

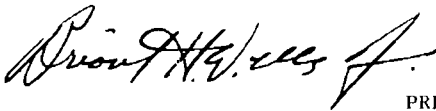
1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.



In Witness Whereof, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Title Insurance and Trust Company

by 

PRESIDENT

Attest 

SECRETARY

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;

(d) "date": the effective date;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and

(f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, subject otherwise to the provisions hereof.

2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reasons of the following:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.

(c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which

such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

4. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any de-

fect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

5. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of

Exhibit A

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

An EASEMENT for public use as a roadway over all that certain real property situate in the County of Santa Clara, State of California, more particularly described as follows:

BEGINNING at the point of intersection of the Southerly line of Fremont Avenue, which southerly line is parallel to the center line of Fremont Avenue and distant Southerly therefrom 30 feet, with the easterly line of the lands of Appio as said lands are described in the decree of distribution filed for record in Book 4051 Official Records, at page 279, in the Office of the Recorder of said County; thence westerly along said southerly line approximately 495 feet to the point of intersection with the westerly line of said lands of Appio; then southerly along said westerly line, 10 feet to a point in a line parallel to and distant southerly, measured at right angles, 10 feet from said southerly line of Fremont Avenue; thence easterly, along said parallel line, approximately 495 feet to a point in said easterly line of the lands of Appio; thence northerly, along said easterly line, 10 feet to the Point of Beginning. Containing an area of approximately 4950 square feet, as granted in the deed from Lena Appio to County of Santa Clara, dated July 5, 1963, recorded July 8, 1963 in Book _____ of official Records page _____ Recorder's Serial Number 2435635.

SCHEDULE A

Premium \$52.50

Amount \$2272.72

Effective
Date July 8, 1963 at 11:05 A. M.

Policy No. B-700296
(Appio)

INSURED

COUNTY OF SANTA CLARA

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

COUNTY OF SANTA CLARA

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is
~~XXX~~ An easement.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

SCHEDULE B — (Continued)

PART II

1. Taxes for the fiscal year 1963-64, now a lien, but not yet due or payable, including personal property tax, if any.
2. Right of the public to use as a roadway so much of the premises as lies within the bounds of Fremont Avenue, formerly Boyter Road.
3. Purported non-exclusive easement for ingress and egress and for the installation and maintenance of public utilities over a strip of land 20 feet in width, the Westerly line of which is more particularly described as follows:

Beginning at a point in the center line of Fremont Avenue, formerly Boyter Road, at the Northwesterly corner of that certain 10 acre tract of land described in the Deed from Paul Bogdanich et ux, to Joseph Appio et ux, dated October 13, 1954, recorded October 19, 1954 in Book 2986 Official Records, page 569, Santa Clara County Records; thence from said point of beginning South 0° 08' 30" East along the westerly line of said 10 acre tract and along the Southerly prolongation thereof for a distance of 785.80 feet to a point in the Southerly line of said 10 acre tract and the terminus of said easement;

as provided for in the Deed of Trust executed by Lena Appio, as Trustor, to First Pioneer Company, a California corporation, as Trustee, in favor of Pioneer Investors Savings and Loan Association, a California corporation, as beneficiary, dated April 20, 1960 and recorded April 28, 1960 in Book 4777 Official Records, page 590, Recorder's serial Number 1807306.

TO 1012-1056C OC C
American Title Association Loan Policy
Additional Coverage—October, 1960
or
California Land Title Association
Standard Coverage Policy—1961

SCHEDULE C

The land referred to in this policy is described as follows:

THE DESCRIPTION OF THE LAND REFERRED TO IN THIS POLICY
IS SET FORTH IN EXHIBIT A, WHICH IS ATTACHED HERETO AND
MADE A PART HEREOF.

CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)

the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

7. PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of

an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

8. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

9. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If

loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

10. POLICY ENTIRE CONTRACT

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

11. NOTICES, WHERE SENT

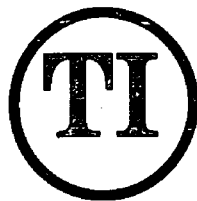
All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles 54, California.

12. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.



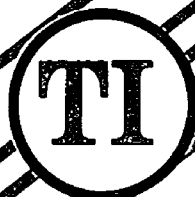
Title Insurance and Trust Company

FOUNDED IN 1893



POLICY
OF
TITLE
INSURANCE

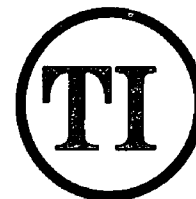
*Offering complete title services throughout the
state of California with just one local call.*



*Complete title services also available in the states
of Alaska, Nevada, Oregon and Washington
through subsidiary Companies.*

Title Insurance
and
Trust Company

Santa Clara County Office
66 North First Street
San Jose 13, California



O

G

Arrangement of papers in this file is alphabetic by name of grantor.

All data on one acquisition must be stapled together and filed as one unit in proper alphabetic sequence. Within each unit, filing is chronological.

Date June 24, 1963

Project Fremont Avenue Widening ✓

Mrs. Lena Appio
c/o W. R. Moore
Attorney at Law
1760 The Alameda
San Jose, California

Subject: Agreement for Acquisition of Property
with Lena Appio.

Dear Mrs. Appio:

Enclosed you will find a fully executed copy of an agreement between the County of Santa Clara and the party(ies) named above. The Board of Supervisors at its regularly scheduled meeting on the above date approved this agreement on behalf of the County. The enclosed copy is for your records.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan
Clerk of the Board

JP:DMR: mo'd
Encl.

Appio, Lena

292

BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TITLE COMPANY
CONTROLLER
PUBLIC WORKS

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

Project: Fremont Avenue Widening
Parcel No.: 25
Grantor: APPIO

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and LENA APPIO

hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase an easement for public use as a roadway over / all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, ~~the sum of~~ a sum equal to \$20,000.00 times the number of acres in said parcel. (\$).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, ~~except that shown as Second Exception~~ in that certain Preliminary Title Report dated as of December 7, 1962 issued by Title Insurance and Trust Company (Order No. S700296), except Exceptions Second and Fifth shown therein, and agrees that said deed will be deposited with the Title Insurance Company in escrow account no. S-700296 not later than 30 days after execution of this agreement by the ~~Owner~~ County.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Costs of escrow shall ~~not~~ include usual and customary ^{partial} reconveyance costs or forwarding fees incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by ~~owner~~ the County.

cc OWNER
COUNSEL (2)

JUN 24 1963
Date
APPROVED [Signature]
RE: CE CC PC DPW FLD
NO: ADSTAINS:

Appio, Lena

RECEIVED
BOARD OF SUPERVISORS

JUN 21 10 15 AM '63

COUNTY OF
SANTA CLARA

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of immediate possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have ~~sixty (60)~~ ^{thirty (30)} days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have ~~sixty (60)~~ ^{thirty (30)} days from the date this agreement is signed by the ~~Owner~~ ^{County} within which to remove any liens or encumbrances affecting said property.

8. Other Papers

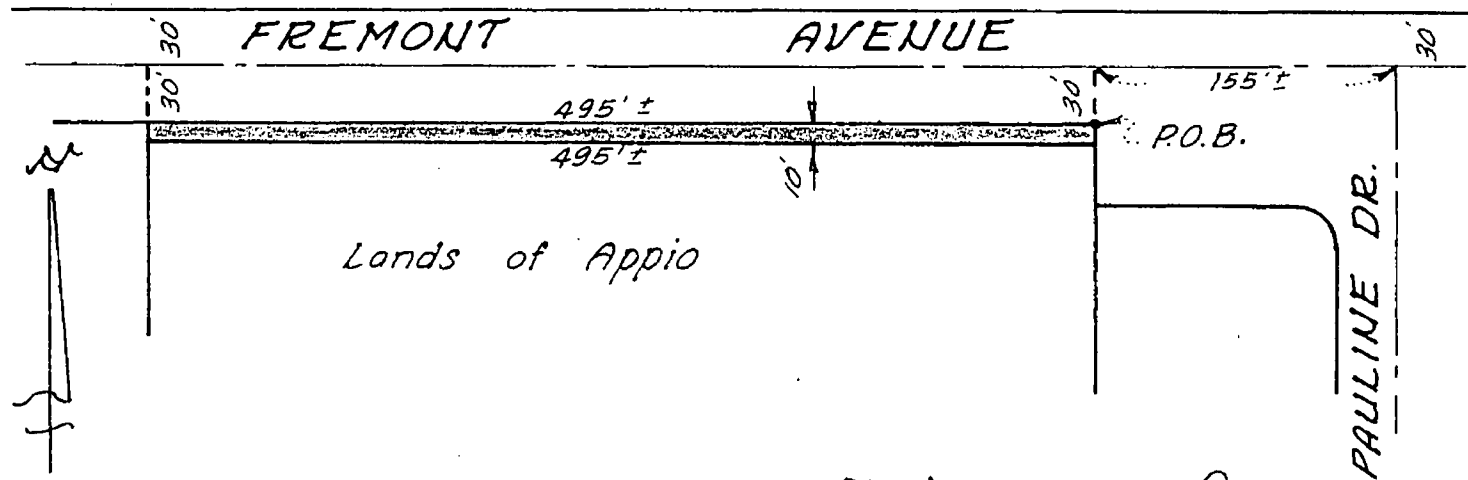
The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of the said real property upon the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.



SCALE: 1" = 100'

PREPARED N.J. Broman

CHECKED G. Brewer

DATE 6-20-63

Dm.w)
APPROVED:

Ray Loman
DIRECTOR OF PUBLIC WORKS

DATE June 20, 1963

Revised	Checked	Approved	Date

PWF-57-(R1-63)

EXHIBIT "A"

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

Beginning at the point of intersection of the southerly line of Fremont Avenue, which southerly line is parallel to the center line of said Fremont Avenue and distant southerly therefrom 30 feet, with the easterly line of the lands of Appio as said lands are described in the decree of distribution filed for record in Book 4051 Official Records at Page 279 in the office of the Recorder of said County;

Thence westerly along said southerly line approximately 495 feet to the point of intersection with the westerly line of said lands of Appio;

Thence southerly, along said westerly line, 10 feet to a point in a line parallel to and distant southerly, measured at right angles, 10 feet from said southerly line of Fremont Avenue;

Thence easterly, along said parallel line, approximately 495 feet to a point in said easterly line of the lands of Appio;

Thence northerly, along said easterly line 10 feet to the point of beginning.

Containing an area of approximately 4950 square feet.

1/10/24

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this _____ day of JUN 24 1963, 19____.

COUNTY OF SANTA CLARA

By *R. M. Williams*
Chairman of the Board of Supervisors

Executed by the Owner this 18th day of JUNE, 1963.

Lena Appio

Owner

Mailing Address:
Atty. W. R. Moore
1760 The Alameda S.T.

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

By *Spencer M. Williams*
Deputy County Counsel

9/29/61

#25

RESOLUTION TO CONDEMN

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that it finds and determines and hereby declares:

That the public interest and necessity require the acquisition, construction, and completion by the County of Santa Clara of a public improvement, namely, a county highway upon, over, across and in those certain lands hereinafter described;

That the use to which the said lands is to be applied is for such county highway, and that such use is a public use authorized by law;

That a fee title in all of said land is necessary to and for such public use, and that the taking of the said lands is necessary to and for such public use;

That the said proposed county highway is planned and located in the manner which will be most compatible with the greatest public good and the least private injury.

AND BE IT FURTHER RESOLVED by this Board of Supervisors that the County of Santa Clara acquire by condemnation in accordance with the provisions of the Code of Civil Procedure relating to eminent domain for the uses and purposes of such county highway, a fee title in the following described lands, situate in the County of Santa Clara, State of California, described as follows, to wit:

Exhibit 1.

CC COUNSEL (5)

APR 15 1963
ADOPT: _____ YES: L D M S Sz
NO: _____ ABSENT: _____

Appio, Lena

LEGAL DESCRIPTION

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

Beginning at the point of intersection of the centerline of Fremont Avenue, with the northerly prolongation of the westerly line of the lands of Appio as described in the decree of distribution of said lands filed for record in Book 4051 Official Records at page 279 in the Office of the Recorder of the County of Santa Clara;

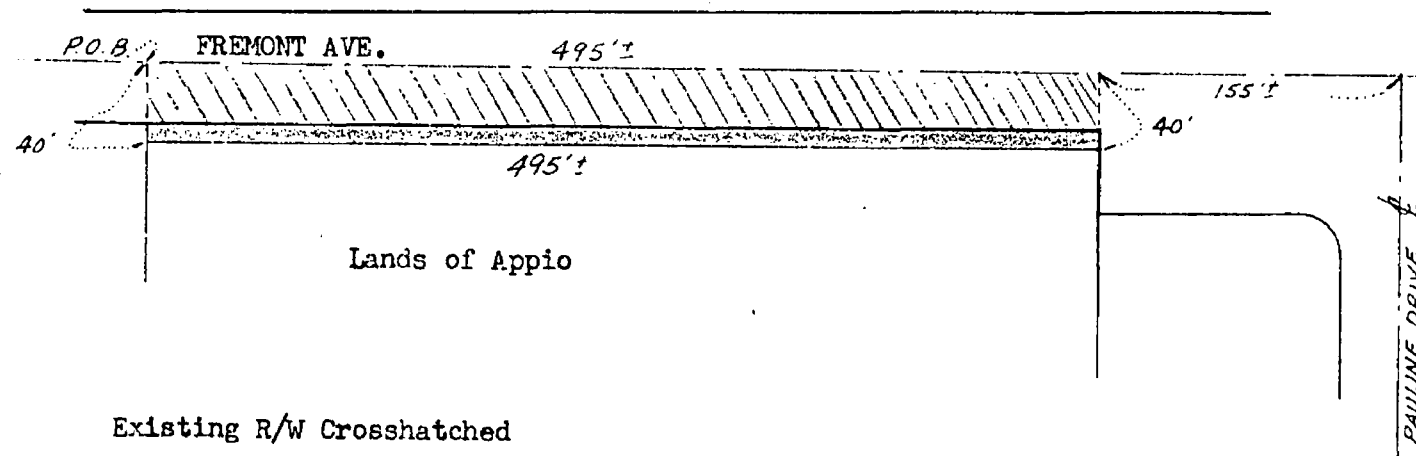
Thence Southerly along said Northerly prolongation, 40.00 feet to the point of intersection with a line which is parallel with and distant southerly 40.00 feet (measured at right angles) from said centerline;

Thence Easterly along said parallel line approximately 495 feet to the point of intersection with the Easterly line of said lands of Appio;

Thence Northerly along said Easterly line and its Northerly prolongation, 40.00 feet to the point of intersection with said centerline;

Thence Westerly along said centerline approximately 495 feet, to the point of beginning.

Excluding therefrom those portions previously dedicated for public street purposes.
approximately
Containing a net area of 4,950 square feet.



Existing R/W Crosshatched

SCALE: 1" = 100'
 WRITTEN C. Jones 9-18-62
 CHECKED G. I. S. 9-27-62
 DRAWN C. Jones 9-28-62
 CHECKED G. I. S. 10-1-62

APPROVED: E. R. Miller
Asst. DIRECTOR OF PUBLIC WORKS

DATE 10-3-62

form no. pw 57-1 rev.

3			
2			
1			
revision	checked	approved	date

AND BE IT FURTHER RESOLVED by this Board of Supervisors that the County Counsel of said County of Santa Clara be, and he is hereby directed, required, authorized and empowered:

To institute, maintain and prosecute, in the name of the County of Santa Clara, proceedings in the Superior Court of the State of California, in and for the County of Santa Clara, for the condemnation of that certain real property hereinabove described, for the uses and purposes of such county highway, and to take all steps necessary for the condemnation of said property in the name of the County;

To make an application to said court for an order fixing the amount or amounts of such security in the way of money deposits as said court may direct to be made upon the taking of possession of said property by the County of Santa Clara, and permitting said County of Santa Clara to take immediate possession and use of said property;


To make deposit of such security out of proper funds of the County of Santa Clara in such amount or amounts so fixed and determined and in such manner as said Court, in which the condemnation proceedings herein authorized are pending, may direct.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this ____ day of
APR 15 1963 19__, by the following vote:

AYES: Supervisors, Levin Della Maggiore Spangler Menrkens Sanchez

NOES: Supervisors, None

ABSENT: Supervisors, None


Chairman of the Board of Supervisors
County of Santa Clara

ATTEST:


Clerk of the Board of Supervisors.

Fremont Ave Quit Claim Deed

Road No. 393

(CORPORATION)

No. 12/s

CALIFORNIA WATER SERVICE COMPANY

a corporation organized under the laws of the State of California

does hereby remise, release and quit claim unto County of Santa Clara

the real property situated in the

County

of

Santa Clara

, State of California, described as follows:

Right, title and interest in and to that certain right of way described in the deed from Valley Title Company of Santa Clara Valley to County of Santa Clara dated August 25, 1960 and recorded in Book 4929 at page 613, official records of Santa Clara County, State of California, more particularly described as follows:

Beginning at a point in the center line of Fremont Road (60 feet in width) distant thereon South 89° 33' 10" East 660.26 feet from the Southwest corner of the Northwest 1/4 of Section 1, Township 7 South, Range 2 West, M.D.B.&M.; thence along the centerline of said Fremont Road, South 89° 33' 10" East 330.00 feet; thence North 0° 22' 01" East 60.00 feet; thence parallel with the centerline of said Fremont Road, North 89° 33' 10" West 330.00 feet; thence South 0° 22' 01" West 60.00 feet to the point of beginning.

THE FOREGOING Deed WAS PRESENTED TO THE BOARD OF SUPERVISORS
THIS 3 DAY OF April 1961 AND UPON MOTION DULY SECONDED,
AND CARRIED, SAID Deed WAS ACCEPTED AND ORDERED RECORDED.

Attest: JEAN PULLAN Clerk of the Board

By

Jean Pullan

In Witness Whereof said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its duly authorized officers.

Dated: March 1, 1961

CALIFORNIA WATER SERVICE COMPANY

By

G. L. Williams

Vice President

By

C. H. Stump

Secretary

STATE OF CALIFORNIA

COUNTY OF

Santa Clara

ss.

On March 1, 1961

before me, Ida M. White, a Notary
Public in and for said Santa Clara County and
State, personally appeared G. L. Williams

known to me to be the Vice President, and
C. H. Stump

known to me to be the Secretary of
the corporation that executed the within instrument, and known to me
to be the persons who executed the within instrument on behalf of the
corporation therein named, and acknowledged to me that such corpo-
ration executed the same.

(SEAL)

Ida M. White

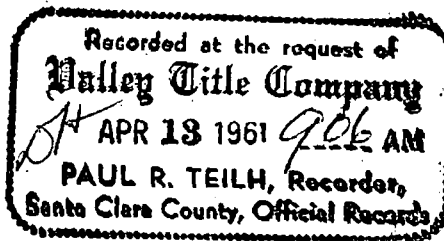
Notary Public.

My Commission Expires: March 18, 1961

RECORDING DATA

1981659

BOOK 5134 PAGE 514



Application No. _____

Return to: Mr. Joe Sweany
c/o Public Works Dept.
County Office Bldg.
Address: First and Rosa Streets
San Jose, California

**CALIFORNIA PACIFIC TITLE INSURANCE
COMPANY**

148 MONTGOMERY STREET, SAN FRANCISCO

2424 BROADWAY 66 NORTH FIRST ST.
REDWOOD CITY SAN JOSE

BRANCH AND ASSOCIATED OFFICES

ALAMEDA COUNTY

Oakland Title Insurance and Guaranty Company
Fifteenth at Franklin St., Oakland

CONTRA COSTA COUNTY

Richmond-Martinez Abstract & Title Company
Main at Court Street, Martinez

MARIN COUNTY

San Rafael Land Title Company
1017 Fourth Street, San Rafael

MONTEREY COUNTY

Monterey County Title and Abstract Company
16 West Gabilan Street, Salinas

SACRAMENTO COUNTY

Capital City Title Company
801 J Street, Sacramento

SANTA CLARA COUNTY

California Pacific Title Insurance Company
66 North First Street, San Jose

SANTA CRUZ COUNTY

California Pacific Title Company
109 Cooper Street, Santa Cruz

SAN JOAQUIN COUNTY

Stockton Abstract and Title Company
26 South San Joaquin Street, Stockton

SAN MATEO COUNTY

California Pacific Title Insurance Company
2424 Broadway, Redwood City

SONOMA COUNTY

Sonoma County Land Title Company
211 Exchange Avenue, Santa Rosa

Quit Claim Deed

(CORPORATION)

—TO—

Dated....., 19.....

**CALIFORNIA PACIFIC TITLE INSURANCE
COMPANY**

148 Montgomery Street

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

FREMONT ROAD
ROAD No. 393
No R/s

Fremont Rd
Rd # 393

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

DEC 26 3 34 PM 1961

2114659
BOOK 5411 PAGE 196
FILED FOR RECORD
AT REQUEST OF
BOARD OF SUPERVISORS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed cp 222386

(CORPORATION)

EQUIPMENT ENTERPRISES, INC.,

a corporation organized under the laws of the State of California

does hereby Grant to

COUNTY OF SANTA CLARA

the real property situated in the County
of Santa Clara, State of California, described as follows:

BEGINNING at a point on the center line of Fremont Avenue (60 feet wide) distant thereon South 89° 42' 49" West 188.00 feet from the intersection thereof with the Westerly line of Wolfe Road (40 feet wide); thence from said point of beginning South 89° 42' 49" West along said center line of Fremont Avenue for a distance of 160.00 feet; thence leaving said center line South 0° 25' 00" East 60.00 feet; thence along a line parallel to and distant Southerly 60.00 feet measured at right angles from said center line of Fremont Avenue North 89° 42' 49" East 160.00 feet; thence North 0° 25' 00" West 60.00 feet to the point of beginning.

THE FOREGOING Deed WAS PRESENTED TO THE BOARD OF SUPERVISORS
THIS 18th DAY OF December 1961 AND UPON MOTION DULY SECONDED,
AND CARRIED, SAID Deed WAS ACCEPTED AND ORDERED RECORDED.

Attest: JEAN PULLAN Clerk of the Board

By Mahel J. Piffing Deputy Clerk

In Witness Whereof said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its duly authorized officers.

EQUIPMENT ENTERPRISES, INC.,
a corporation

Dated:

By E. Mac Mullin
By Phyllis Hennessy

STATE OF CALIFORNIA
COUNTY OF
Los Angeles } ss.

On November 17, 1961 before me, the undersigned, a Notary Public
in and for said County of Los Angeles County and State, personally appeared E. Mac Mullin
Phyllis Hennessy known to me to be the Vice President, and
known to me to be the Secretary Secretary of
the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.

(SEAL) Irene V. Hogan Notary Public
My Commission Expires February 1, 1964 Type or Print Name of Notary

Equipment Enterprises

H + M.

Application No.

Return to:

Address:

CALIFORNIA PACIFIC TITLE INSURANCE
COMPANY
148 MONTGOMERY STREET, SAN FRANCISCO

ASSOCIATED OFFICES

Alameda County

California Pacific Title Insurance Company
Division of
Title Insurance and Trust Company
Fifteenth and Franklin Streets, Oakland

Contra Costa County

California Pacific Title Company
Contra Costa Division
Main at Court Street, Martinez

Fresno County

Title Insurance and Trust Company
1246 L Street, Fresno

Marin County

California Pacific Title Company
Marin Division
1200 Lincoln Avenue, San Rafael

Monterey County

Monterey County Title Company
16 West Gabilan Street, Salinas

Sacramento County

California Pacific Title Company
Sacramento Division
801 J Street, Sacramento

Santa Clara County

California Pacific Title Insurance Company
Division of
Title Insurance and Trust Company
66 North First Street, San Jose

Santa Cruz County

California Pacific Title Company
Front at Cooper Street, Santa Cruz

San Joaquin County

California Pacific Title Company
San Joaquin Division
North El Dorado at Lindsay Street, Stockton

San Mateo County

California Pacific Title Insurance Company
Division of
Title Insurance and Trust Company
2424 Broadway, Redwood City

Sonoma County

Sonoma County Land Title Company
538 Mendocino Avenue, Santa Rosa

Grant Reed

(CORPORATION)

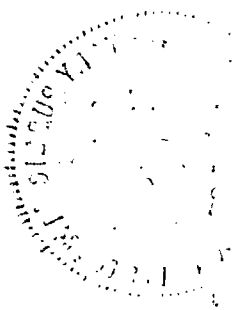
—TO—

Dated _____, 19____

CALIFORNIA PACIFIC TITLE INSURANCE
COMPANY

148 Montgomery Street

Return to Clerk Board of Supervisors



FREMONT AVE

Pt of Beg m

S89°42'49"W

382.96

188

R=1660
L=105

208.10

N89°42'49"E

N86°33'31"W
14.95

R=30
L=49.15

S0°25'00"E

S0°25'00"E

225

S0°25'00"E

74.22

L=106.43

74.5

L=112.71

R=1043

2

486.09

S0°25'41"E

20

S89°35'00"W

(PROPOSED) KINGFISHER WAY
S71°66'

S71°66'

N02°25'41"W

WOLFE ROAD

This is not a survey of the land, but is compiled for information only from data shown by official records.
CALIFORNIA PACIFIC TITLE INSURANCE CO., 66 N. FIRST ST., SAN JOSE, CALIF.

470
393

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Date: June 16, 1966

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition, File No.

Enclosed ^{is} ~~are~~ a deed ~~and title insurance policy~~ for
acquired by Public Works.
your permanent records for the following property ~~acquisition~~

Project: Right-of-Way, General

Parcel No: Fremont/Grant *RD 393 R/W*

Grantor: ^{R/W} Jessie J. Fretz

Deed Recorded: Date: Ser. No. 3066355
 Book:
 Page:

Tax cancellation forms have been forwarded to Assessor's
Office, cancelling taxes as of May 31, 1966.

SPENCER M. WILLIAMS
County Counsel

By *Gary F. Voecks*
Gary F. Voecks
Title Officer

gfv:dob
Copies:
Public Works - Right of Way Section
Agent: E.D.Hodge

RECEIVED
BOARD OF SUPERVISORS
JUN 17 8 28 AM '66
COUNTY OF
SANTA CLARA

STATE OF CALIFORNIA,

BOOK 7396 PAGE 709

County of Santa Clara

ss.

On this 4th day of May in the year one thousand nine hundred and sixty-six

before me, William V. Henderson, a Notary Public,
State of California, duly commissioned and sworn, personally appeared

Jessie Johnston Fretz

known to me to be the person whose name is subscribed to the within instrument,
and acknowledged to me that she 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.

My Commission Expires

Nov. 11, 1970

PRINTED 11/1/63



att: E.D. Hodge
Public Works

3066355

FREMONT/GRANT

S.D. 5

BOOK 7396 PAGE 708

D/H

DEED OF RIGHT OF WAY

Jessie Johnston Fretz, Grantor(s),
in consideration of value paid by the COUNTY OF SANTA CLARA, State of California, Grantee, the adequacy and receipt whereof are hereby acknowledged, hereby grant to said Grantee for public street and road purposes a Right-of-Way and Easement in, over, upon and across the more particularly herein-after described real property situate in the County of Santa Clara, State of California, to-wit:

Beginning at the intersection of the Northerly line of Fremont Road(60 feet wide) with the Westerly line of Grant Road (60 feet wide) as said roads are shown on the Map of the Cyrus Berry Subdivision No. 2 and recorded in Book 'H' of Maps at page 97, records of Santa Clara County;
thence along said Westerly line of Grant Road North 195.99 feet;
thence leaving said line of said road West 15.00 feet;
thence parallel to the abovementioned Westerly line of Grant Road, South 119.91 feet;
thence curving to the right from the last named tangent through an angle of 91°01' with radius of 45.00 feet for an arc distance of 71.48 feet;
thence tangent to the last named curve N88°59'W 144.63 feet;
thence S01°01'W 30.00 feet to a point in the aforementioned Northerly line of Fremont Road (60 feet wide);
thence along said Northerly line of said road S88°59'E 205.98 feet to the point of beginning.

CONTAINING 0.209 acres more or less and being a part of Lot 17 of the abovementioned Cyrus Berry Subdivision No. 2

Provisions hereof shall inure to the benefit of and bind the heirs, successors and assigns of the respective parties hereto.

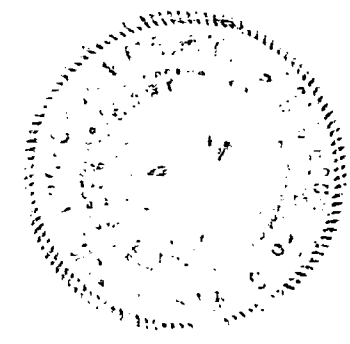
IN WITNESS WHEREOF, the said Grantor(s) ha..... executed this Deed this fourth day of May, 19 66.

X *Jessie Johnston Fretz*
Jessie Johnston Fretz
"Grantor(s)"

Jm Fretz, Jessie J

DEED OF RIGHT OF WAY

Road	
No.	
TO	
COUNTY OF SANTA CLARA	
Date Accepted:	
19	



RECEIVED
PUBLIC WORKS
JUN 8 8 23 AM '66
COUNTY OF
SANTA CLARA

Jessie Johnston Fretz
Fremont & Grant

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 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 MAY 19 1966.

By

Charles A. Zuercher
Chairman, Board of Supervisors
County of Santa Clara

3066355

BOOK 7396 PAGE 708

FILED FOR RECORD
AT REQUEST OF

S. C. Co. Public
MAY 31 2 36 PM 1966 under

JRK

9/65

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

DA

Date: May 31, 1968

Gar Homes, Inc et al

THE BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA

RESOLUTION NO. 100

AN ORDINANCE TO AMEND

SECTION 100

OF THE CHARTER OF THE COUNTY OF SANTA CLARA

BY AMENDING SECTION 100

TO READ AS FOLLOWS:

SECTION 100

SECTION 100

SECTION 100

SECTION 100

SECTION 100

SECTION 100

SECTION 100

SECTION 100

SECTION 100

SECTION 100

SECTION 100

SECTION 100

SECTION 100

SECTION 100

SECTION 100

SECTION 100

RECEIVED
BOARD OF SUPERVISORS
MAY 31 4 16 PM '68
COUNTY OF
SANTA CLARA

TO 449 C
(Corporation)

STATE OF CALIFORNIA }
COUNTY OF Santa Clara } SS.

On January 20, 1964 before me, the under-
signed, a Notary Public in and for said State, personally appeared
Fred M. Schaeffer

known to me to be the _____ President, and
Eileen L. Schaeffer, known to me to be
_____, Secretary of the corporation that executed the
within instrument, known to me to be the persons who executed the
within instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the within instru-
ment pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.
(Seal)
Signature Lois A. Brown
Name (Typed or Printed)
Notary Public in and for said State

TO 449 C
(Corporation)

STATE OF CALIFORNIA }
COUNTY OF Santa Clara } SS.

On January 20, 1964 before me, the under-
signed, a Notary Public in and for said State, personally appeared
William C. Garcia

known to me to be the _____ President, and
Louis Pasquinelli, known to me to be
_____, Secretary of the corporation that executed the
within instrument, known to me to be the persons who executed the
within instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the within instru-
ment pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.
(Seal)
Signature Lois A. Brown
Name (Typed or Printed)
Notary Public in and for said State

when recorded, mail to
Frank Gillio
City Attorney
P. O. Box 607
Sunnyvale, Cal.

700278

321-13-1
321-12-159
321-12-161

2608431

BOOK 6459 PAGE 701

GRANT DEED

GAR HOMES, INC., a corporation, and GARDEN VALLEY ENTERPRISES, INC., a corporation, hereby GRANT to the COUNTY OF SANTA CLARA, a political subdivision of the State of California, all that real property situated in the County of Santa Clara, State of California, described as follows:

BEGINNING at the point of intersection of the center line of Hollenbeck Avenue to the south of Fremont Avenue, with the center line of Fremont Avenue, said point being distant westerly along said center line of Fremont Avenue 25.00 feet from a granite monument set in the section line between Section 1 and 2 of T.7S., R.2W.; thence S. $0^{\circ} 06' 00''$ E., along said center line of Hollenbeck Avenue 160.00 feet; thence N. $89^{\circ} 54' 00''$ E., 25.00 feet to the existing Easterly line of said Hollenbeck Avenue; thence N. $22^{\circ} 15' 29''$ E., 53.89 feet, to a point distant Easterly at right angles 45.5 feet from said center line of Hollenbeck Avenue; thence Northerly and Easterly along the arc of a curve to the right from a tangent bearing N. $0^{\circ} 06' 00''$ W., having a radius of 50.00 feet and a central angle of $90^{\circ} 11' 00''$ for a distance of 78.70 feet to the point of tangency with a line parallel with and distant southerly (measured at right angles) 60.00 feet from said center line of Fremont Avenue; thence N. $71^{\circ} 55' 15''$ E., 80.96 feet to the point of intersection with a line parallel with and distant southerly (measured at right angles) 35.00 feet from said center line of Fremont Avenue; thence S. $89^{\circ} 55'$ E. along last said parallel line approximately 607 feet to the point of intersection with the Westerly line of Cordilleras Avenue (60.00 feet wide); as shown on the map of Fremont Estates Unit #3 recorded in Book 301, at page 40, in the Office of the Recorder of Santa Clara County; thence Northerly, along said Westerly line and its Northerly prolongation, 35.00 feet to the point of intersection with said center line of Fremont Avenue; thence Westerly along said center line of Fremont Avenue approximately 783.00 feet to the POINT OF BEGINNING.

DATED: January 20, 1964.

GAR HOMES, INC.,
a corporation

By William Garcia

By Louis Asquinn

GARDEN VALLEY ENTERPRISES, INC.,
a corporation

By Frank Schaeffer

By Robert L. Schaeffer

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 pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

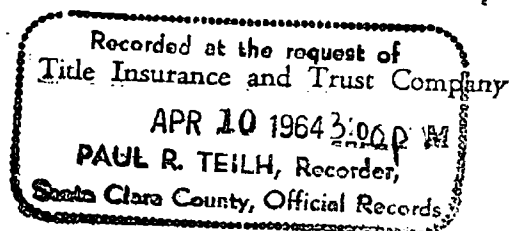
IN WITNESS WHEREOF, I have hereunto set my hand
this 31 day of December, 196³2.

By: James T. Hill
~~XXXXXXXXXXXXXXXXXXXX~~ Director of
Public Works of the County of
Santa Clara.

2608431

JRK:meb
Revision of 1/4/62

BOOK 6459 PAGE 701



OK
260

SCHEDULE A

Amount \$4,000.00

Effective April 10, 1964
Date at 3:00 p.m.

Premium \$64.00

Policy No. B-700278

INSURED

COUNTY OF SANTA CLARA

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

COUNTY OF SANTA CLARA

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is a fee.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

SCHEDULE B — (Continued)

PART II

1. Taxes for the fiscal year 1964-65, now a lien, but not yet due or payable, including personal property tax, if any.
2. Right of the public to use as a roadway so much of the premises as lies within the bounds of Fremont Avenue, formerly Boyter Road.
3. Easement for underground conduits, pipes, wires, cables, fixtures and appurtenances over the Southerly 10 feet of the Northerly 60 feet of the Westerly 495 feet of premises, as granted in the Deed from William Herwig, Jr. to The Pacific Telephone and Telegraph Company, a corporation, its successors and assigns, dated January 12, 1960 and recorded March 8, 1960 in Book 4721 Official Records, page 690, Recorder's Serial Number 1780387.

Appl. No. B-700278

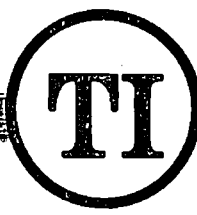
TO 1012-1-1056-1 C O C C
American Land Title Association Loan Policy
Additional Coverage-1962
or
California Land Title Association
Standard Coverage Policy-1963

SCHEDULE C

The land referred to in this policy is described as follows:

THE DESCRIPTION OF THE LAND REFERRED TO IN THIS POLICY IS
SET FORTH IN EXHIBIT A, WHICH IS ATTACHED HERETO AND MADE
A PART HEREOF.

OK



TO 1012-1 F. C.
California Land Title Association
Standard Coverage Policy Form
Copyright 1963

FOUNDED IN 1893

*Gar Homes, Inc.
(Piedmont Ave)*

POLICY OF TITLE INSURANCE

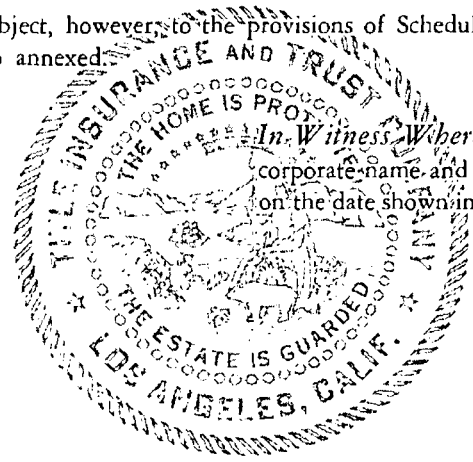
ISSUED BY

Title Insurance and Trust Company

Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.



In Witness Whereof, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Title Insurance and Trust Company

by *David H. [Signature]*
PRESIDENT

Attest *Richard W. [Signature]*
SECRETARY

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;

(d) "date": the effective date;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and

(f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, subject otherwise to the provisions hereof.

2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reasons of the following:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.

(c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which

such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

4. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any de-

fect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

5. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of

EXHIBIT A

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

BEGINNING at the point of intersection of the center line of Hollenbeck Avenue to the south of Fremont Avenue, with the center line of Fremont Avenue, said point being distant westerly along said center line of Fremont Avenue 25.00 feet from a granite monument set in the section line between Section 1 and 2 of T. 7S., R. 2W.; thence S. $0^{\circ} 06' 00''$ E., along said center line of Hollenbeck Avenue 160.00 feet; thence N. $89^{\circ} 54' 00''$ E., 25.00 feet to the existing Easterly line of said Hollenbeck Avenue; thence N. $22^{\circ} 15' 29''$ E., 53.89 feet, to a point distant Easterly at right angles 45.5 feet from said center line of Hollenbeck Avenue; thence Northerly and Easterly along the arc of a curve to the right from a tangent bearing N. $0^{\circ} 06' 00''$ W., having a radius of 50.00 feet and a central angle of $90^{\circ} 11' 00''$ for a distance of 78.70 feet to the point of tangency with a line parallel with and distant southerly (measured at right angles) 60.00 feet from said center line of Fremont Avenue; thence N. $71^{\circ} 55' 15''$ E., 80.96 feet to the point of intersection with a line parallel with and distant southerly (measured at right angles) 35.00 feet from said center line of Fremont Avenue; thence S. $89^{\circ} 55'$ E. along last said parallel line approximately 607 feet to the point of intersection with the Westerly line of Cordilleras Avenue (60.00 feet wide); as shown on the map of Fremont Estates Unit #3 recorded in book 301, at page 40, in the office of the Recorder of Santa Clara County; thence Northerly along said Westerly line and its Northerly prolongation, 35.00 feet to the point of intersection with said center line of Fremont Avenue thence Westerly along said center line of Fremont Avenue approximately 783.00 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION

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

Beginning at the point of intersection of the centerline of Hollenbeck Avenue to the south of Fremont Avenue, with the centerline of Fremont Avenue, said point being distant westerly along said centerline of Fremont Avenue 25.00 feet from a granite monument set in the section line between Section 1 and 2 of T.7S., R.2W.;

Thence S. 0°06'00" E., along said centerline of Hollenbeck Avenue 160.00 feet;

Thence N. 89°54'00" E., 25.00 feet to the existing Easterly line of said Hollenbeck Avenue;

Thence N. 22°15'29" E., 53.89 feet, to a point distant Easterly at right angles 45.5 feet from said centerline of Hollenbeck Avenue;

Thence Northerly and Easterly along the arc of a curve to the right from a tangent bearing N. 0°06'00" W., having a radius of 50.00 feet and a central angle of 90°11'00" for a distance of 73.70 feet to the point of tangency with a line parallel with and distant southerly (measured at right angles) 60.00 feet from said centerline of Fremont Avenue;

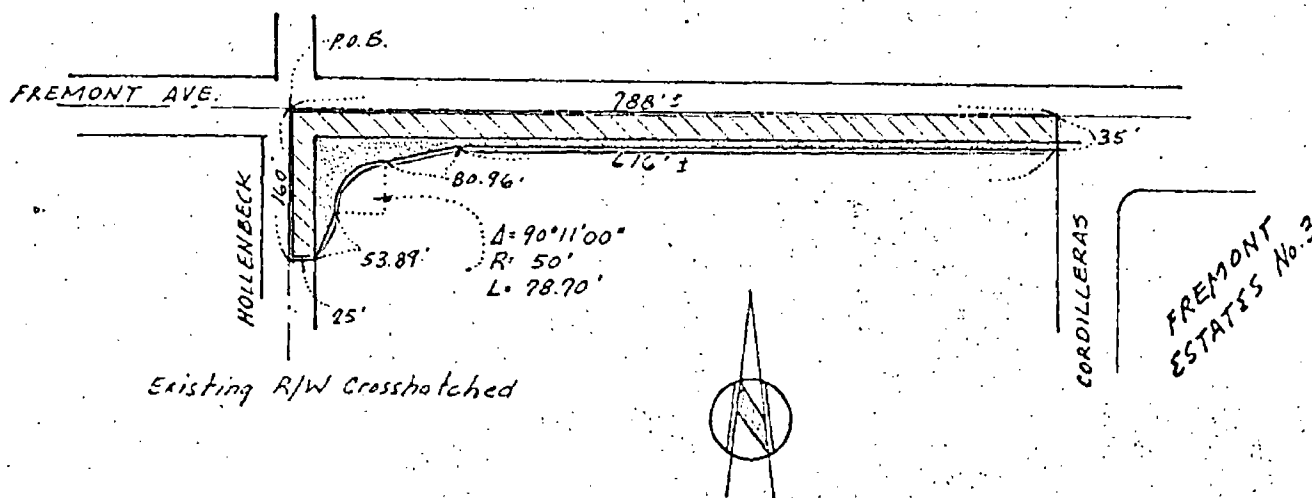
Thence N. 17°55'15" E., 80.96 feet to the point of intersection with a line parallel with and distant southerly (measured at right angles) 35.00 feet from said centerline of Fremont Avenue;

Thence S. 89°55' E along last said parallel line approximately 616 feet to the point of intersection with the Westerly line of Cordilleras Avenue (60.00 feet wide); as shown on the map of Fremont Estates Unit #3 recorded in Book 301 at page 40 in the Office of the Recorder of Santa Clara County;

Thence Northerly, along said Westerly line and its Northerly prolongation, 35.00 feet to the point of intersection with said centerline of Fremont Avenue;

Thence Westerly along said centerline of Fremont Avenue approximately 788.00 feet to the point of beginning.

Excluding therefrom those portions previously dedicated for Public Street and Utility Purposes. Containing a net area of approximately 8,600 square feet.



SCALE: 1" = 200'

WRITTEN C. Jones 12-6-62

CHECKED GIS "

DRAWN C. Jones 12-10-62

CHECKED GIS "

APPROVED: _____

DIRECTOR OF PUBLIC WORKS

DATE _____

form no. pw 57-1 rev.

3			
2			
1			
revision	checked	approved	date

Exhibit B

CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)

the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

7. PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of

an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

8. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

9. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If

loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

10. POLICY ENTIRE CONTRACT

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

11. NOTICES, WHERE SENT

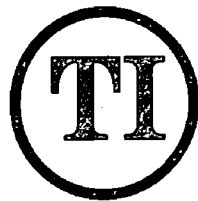
All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles 54, California.

12. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.



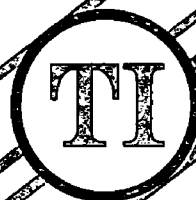
Title Insurance and Trust Company

FOUNDED IN 1893



POLICY OF TITLE INSURANCE

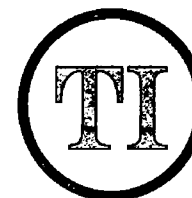
*Offering complete title services throughout the
state of California with just one local call.*



*Complete title services also available in the states
of Alaska, Nevada, Oregon and Washington
through subsidiary Companies.*

Title Insurance
and
Trust Company

Santa Clara County Office
66 North First Street
San Jose 13, California



Fremont Av.
R/W Rd. 393

88
December 23, 1963

Mr. Louis Pasquinelli, Secretary
Gar Homes, Inc.
1694 The Alameda
San Jose, California

Subject: Agreement with Gar Homes, Inc., and
Garden Valley Enterprises, Inc., for
Purchase of Real Property -- Fremont
Widening.

Dear Mr. Pasquinelli:

Enclosed you will find a fully executed copy of
an agreement between the County of Santa Clara and
the parties named above. The Board of Supervisors
at its regularly scheduled meeting on the above date
approved this agreement on behalf of the County. The
enclosed copy is for your records.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan
Clerk of the Board

JP:DMR:mo'd
Encl.

#19
BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TITLE COMPANY
CONTROLLER
PUBLIC WORKS

<input checked="" type="checkbox"/>
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Project: Fremont Widening
Parcel No.: 5
Grantor: Gar Homes, Inc., Garden Valley Enterprises, Inc.

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Gar Homes, Inc., a corporation, and Garden Valley Enterprises, Inc., a corporation hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, ^{including court costs and interest} the sum of Four Thousand and - - - - - No/100 Dollars (\$ 4,000.00).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except No. 2, 3 of preliminary title report #S-700278

Dated December 7, 1962

and agrees that said deed will be deposited with the & Trust Title Insurance/Company in escrow account no. S-700278 not later than 30 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Costs of escrow shall not include usual and customary reconveyance costs or forwarding fees incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by Owner.

DEC 23 1963
Date _____
APPROVED [Signature]
RE: CE CC PC DPW FLD
ABSTAINS: _____

cc: Counsel (2)

Gar Homes Inc & Garden Valley Enterprises

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of immediate possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of the said real property upon the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this ____ day of DEC 23 1963, 19____.

COUNTY OF SANTA CLARA

By *R. J. McHenry*
Chairman of the Board of Supervisors

Executed by the Owner this 5th day of December
19 63.

OWNER

GAR HOMES, INC., a corporation

By *William C. Garcia*
President

By *Luis Asquerra*
Secretary

GARDEN VALLEY ENTERPRISES INC., a corporation

By *Fred Schaffer*
President

By *Edith L. Schaffer*
Secretary

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

By *Gerald D. Thompson*
Deputy County Counsel

LEGAL DESCRIPTION

All that real property situated in the County of Santa Clara, State of California, more particularly described as follows:

Beginning at the point of intersection of the centerline of Hollenbeck Avenue to the south of Fremont Avenue, with the centerline of Fremont Avenue, said point being distant westerly along said centerline of Fremont Avenue 25.00 feet from a granite monument set in the section line between Section 1 and 2 of T.7S., R.2W.;

Thence S. 0° 06' 00" E., along said centerline of Hollenbeck Avenue 160.00 feet;

Thence N. 89° 54' 00" E., 25.00 feet to the existing Easterly line of said Hollenbeck Avenue;

Thence N. 22° 15' 29" E., 53.89 feet, to a point distant Easterly at right angles 45.5 feet from said centerline of Hollenbeck Avenue;

Thence Northerly and Easterly along the arc of a curve to the right from a tangent bearing S. 0° 06' 00" E., having a radius of 50.00 feet and a central angle of 90° 11' 00" for a distance of 78.70 feet to the point of tangency with a line parallel with and distant southerly (measured at right angles) 60.00 feet from said centerline of Fremont Avenue;

Thence N. 17° 55' 15" E., 80.96 feet to the point of intersection with a line parallel with and distant southerly (measured at right angles) 35.00 feet from said centerline of Fremont Avenue;

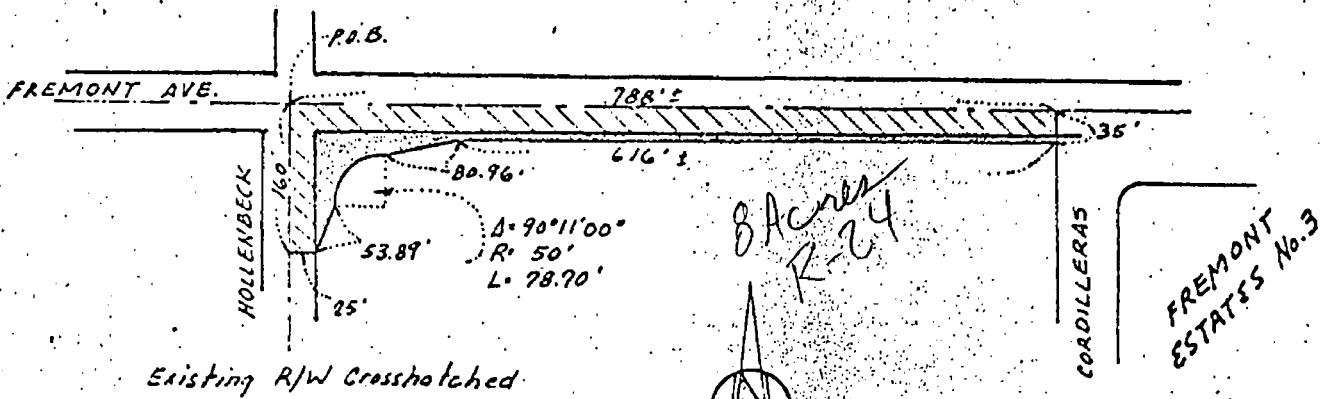
Thence S. 89° 55' E along last said parallel line approximately 616 feet to the point of intersection with the Westerly line of Cordilleras Avenue (60.00 feet wide); as shown on the map of Fremont Estates Unit #3 recorded in Book 301 at page 40 in the Office of the Recorder of Santa Clara County;

Thence Northerly, along said Westerly line and its Northerly prolongation, 35.00 feet to the point of intersection with said centerline of Fremont Avenue;

Thence Westerly along said centerline of Fremont Avenue approximately 788.00 feet to the point of beginning.

Excluding therefrom those portions previously dedicated for Public Street and Utility Purposes. Containing a net area of approximately 8,600 square feet.

8600 # 24 000
have Resquival



12:	1" = 200'
WRITTEN	C. Jones 12-6-62
CHECKED	GIS "
DRAWN	C. Jones 12-10-62
CHECKED	GIS "

APPROVED: _____
DIRECTOR OF PUBLIC WORKS

DATE _____

form no. pw 57-1 rev.

Exhibit *B*

#25

RESOLUTION TO CONDEMN

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that it finds and determines and hereby declares:

That the public interest and necessity require the acquisition, construction, and completion by the County of Santa Clara of a public improvement, namely, a county highway upon, over, across and in those certain lands hereinafter described;

That the use to which the said lands is to be applied is for such county highway, and that such use is a public use authorized by law;

That a fee title in all of said land is necessary to and for such public use, and that the taking of the said lands is necessary to and for such public use;

That the said proposed county highway is planned and located in the manner which will be most compatible with the greatest public good and the least private injury.

AND BE IT FURTHER RESOLVED by this Board of Supervisors that the County of Santa Clara acquire by condemnation in accordance with the provisions of the Code of Civil Procedure relating to eminent domain for the uses and purposes of such county highway, a fee title in the following described lands, situate in the County of Santa Clara, State of California, described as follows, to wit:

Exhibit 1.

CC COUNSEL (5)

APR 15 1963

ADOPT: _____ YES: L D M S Sz

NO: _____ ADJUTANT: _____

ABSENT: _____

Gar Homes

LEGAL DESCRIPTION

All that real property situated in the County of Santa Clara, State of California, more particularly described as follows:

Beginning at the point of intersection of the centerline of Hollenbeck Avenue to the south of Fremont Avenue, with the centerline of Fremont Avenue, said point being distant westerly along said centerline of Fremont Avenue 25.00 feet from a granite monument set in the section line between Section 1 and 2 of T.7S., R.2W.;

Thence S. 0°06'00" E., along said centerline of Hollenbeck Avenue 160.00 feet;

Thence N. 89°54'00" E., 25.00 feet to the existing Easterly line of said Hollenbeck Avenue;

Thence N. 22°15'29" E., 53.89 feet, to a point distant Easterly at right angles 45.5 feet from said centerline of Hollenbeck Avenue;

Thence Northerly and Easterly along the arc of a curve to the right from a tangent bearing N. 0°06'00" W., having a radius of 50.00 feet and a central angle of 90°11'00" for a distance of 78.70 feet to the point of tangency with a line parallel with and distant southerly (measured at right angles) 60.00 feet from said centerline of Fremont Avenue;

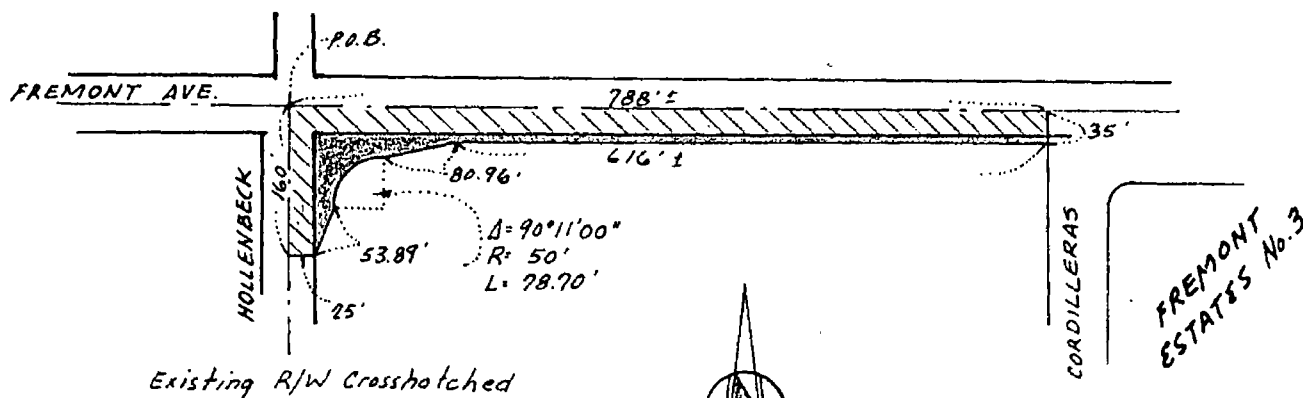
Thence N. 17°55'15" E., 80.96 feet to the point of intersection with a line parallel with and distant southerly (measured at right angles) 35.00 feet from said centerline of Fremont Avenue;

Thence S. 89°55'E along last said parallel line approximately 616 feet to the point of intersection with the Westerly line of Cordilleras Avenue (60.00 feet wide); as shown on the map of Fremont Estates Unit #3 recorded in Book 301 at page 40 in the Office of the Recorder of Santa Clara County;

Thence Northerly, along said Westerly line and its Northerly prolongation, 35.00 feet to the point of intersection with said centerline of Fremont Avenue;

Thence Westerly along said centerline of Fremont Avenue approximately 788.00 feet to the point of beginning.

Excluding therefrom those portions previously dedicated for Public Street and Utility Purposes Containing a net area of approximately 8,600 square feet.



SCALE: 1" = 200'

WRITTEN C. Jones 12-6-62

CHECKED G/S "

DRAWN C. Jones 12-10-62

CHECKED G/S "

APPROVED: _____

DIRECTOR OF PUBLIC WORKS

DATE _____

3			
2			
1			
revision	checked	approved	date

AND BE IT FURTHER RESOLVED by this Board of Supervisors that the County Counsel of said County of Santa Clara be, and he is hereby directed, required, authorized and empowered:

To institute, maintain and prosecute, in the name of the County of Santa Clara, proceedings in the Superior Court of the State of California, in and for the County of Santa Clara, for the condemnation of that certain real property hereinabove described, for the uses and purposes of such county highway, and to take all steps necessary for the condemnation of said property in the name of the County;

To make an application to said court for an order fixing the amount or amounts of such security in the way of money deposits as said court may direct to be made upon the taking of possession of said property by the County of Santa Clara, and permitting said County of Santa Clara to take immediate possession and use of said property;

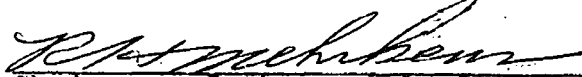
To make deposit of such security out of proper funds of the County of Santa Clara in such amount or amounts so fixed and determined and in such manner as said Court, in which the condemnation proceedings herein authorized are pending, may direct.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this ____ day of
APR 15 1963 19__, by the following vote:

AYES: Supervisors, Levin Della Maggiore Spangler Mehrkens Sanchez

NOES: Supervisors, None

ABSENT: Supervisors, None


Chairman of the Board of Supervisors
County of Santa Clara

ATTEST:


Clerk of the Board of Supervisors.

Date April 22, 1963

Project Fremont Avenue Widening

Mr. and Mrs. Pasquale Guercio
12042 Hollenbeck Avenue
Sunnyvale, California

Subject: Agreement for Acquisition of Property
with Pasquale Guercio & Nellie Guercio, his
wife.

Dear Mr. and Mrs. Guercio:

Enclosed you will find a fully executed copy of an agreement between the County of Santa Clara and the party(ies) named above. The Board of Supervisors at its regularly scheduled meeting on the above date approved this agreement on behalf of the County. The enclosed copy is for your records.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan
Clerk of the Board

JP:DMR:
Encl.

*18e
BOARD OF SUPERVISORS ☒
COUNTY COUNSEL ☐
OWNER ☐
TITLE COMPANY ☐
CONTROLLER ☐
PUBLIC WORKS ☒

Project: Fremont Avenue Widening

Parcel No.: 6

Grantor: GUERCIO

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Pasquale Guercio and Nellie Guercio, his wife, hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of

SIX HUNDRED THIRTEEN AND 00/100
(\$ 613⁰⁰).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except that shown as Second Exception in that certain Preliminary Title Report dated as of December 11, 1962 issued by Title Insurance and Trust Company (Order No. S700277).

and agrees that said deed will be deposited with the Title Insurance Company in escrow, account no. S700277 not later than 60 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Costs of escrow shall not include usual and customary reconveyance costs or forwarding fees incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by Owner.

Date APR 22 1963

APPROVED _____

RE: CE CC PC DPW FLD

NO: _____ ABSTAINS: _____

CC OWNER
COUNSEL(2)

Guercio, Pasquale and

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of immediate possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of the said real property upon the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this _____ day of APR 22 1963, 19____.

COUNTY OF SANTA CLARA

By *R. M. H. H. H.*
Chairman of the Board of Supervisors

Executed by the Owner this 4th day of March, 1963.

Marquale Garcia
Melvin Garcia
Owner
12042 Hallenbeck Ave.
Sunnyvale Ave.

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

By *Gerald Thompson*
Deputy County Counsel

9/29/61

EXHIBIT "A"

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

BEGINNING at a granite monument in the centerline of Fremont Avenue, at the point of intersection of the Easterly line of Hollenbeck Road (40.00 feet wide), said Easterly line being the section line between Sections 1 and 2 of T.7 S., R.2W.;

Thence Northerly along said Section line 65.00 feet;

Thence Southeasterly along a line, approximately 91.92 feet to the point of intersection with the centerline of Fremont Avenue, said point of intersection being distant Easterly thereon 65.00 feet from said granite monument;

Thence Westerly along said centerline, 65.00 feet to the Point of Beginning.

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Date: September 20, 1963

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

Enclosed are a deed and title insurance policy
for your permanent records for the following property
acquisition:

Project: Fremont Avenue Widening
Parcel No.: S-700280 - T.I.
Grantor: Charles O. Hart and Marie L. Hart
(his wife)
Deed Recorded: Date: 7/5/63 (2434154)
Book: 6090
Page: 627

Tax cancellation forms have been forwarded to
Assessor's Office (September 20, 1963).

SPENCER M. WILLIAMS
County Counsel

By *Gerald Thompson*
Deputy County Counsel

GJT/gc
Copies:

Public Works - Right of Way Section
~~County Counsel~~

8/63

Hart, Charles & Marie

TO 447C
(Individual)



STATE OF CALIFORNIA }
COUNTY OF Santa Clara } SS.

On June 11, 1963 before me, the under-
signed, a Notary Public in and for said State, personally appeared
Charles O. Hart and Marie L. Hart

known to me
to be the person S whose name S subscribed to the within
instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.

(Seal)

Signature

Jeannene Hagyard

Jeannene Hagyard

Name (Typed or Printed)

Notary Public in and for said State

Return to

City of Sunnyvale
P. O. Box 607
Sunnyvale, Cal.
(Attn: Mr. Frank Gillio)

2434154

D. H. 6090 PG 627
BOOK
Ptn. 321-13-133

700280

NRS

GRANT DEED

CHARLES O. HART and MARIE L. HART, his wife, hereby GRANT
to the COUNTY OF SANTA CLARA, a political subdivision of the
State of California, all that real property situated in the
County of Santa Clara, State of California, described as follows:

Being the Northerly 10.00 feet of Lot #1 of
"Fremont Terrace" Tract No. 375 (hereinafter described)
said Northerly 10.00 feet being more particularly
described as follows:

BEGINNING at the Northeast corner of said Lot #1 as
shown on the Map of said Tract No. 375, recorded in
Book 12 of Maps, at page 21, in the Office of the
Recorder of said County;

Thence Westerly along the Northerly line of said
Lot #1, a distance of 86.56 feet to the beginning of
a tangent curve to the left, having a radius of 20.00
feet;

Thence Westerly, along the arc of said curve to the
left, to the point of intersection with a line which
is parallel with and distant Southerly 10.00 feet
(measured at right angles) from the Northerly line of
said Lot #1;

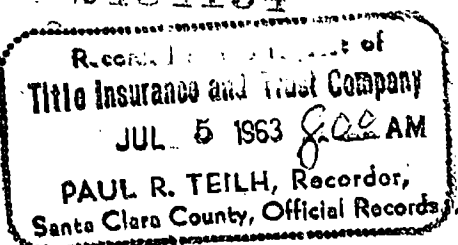
Thence Easterly along said parallel line approximately
103 feet to the point of intersection with the Easterly
line of said Lot #1;

Thence Northerly along said Easterly line 10.00 feet
to the Point of Beginning.

Containing an area of approximately 950 square feet.

DATED: June 11, 1963

2434154



Charles O. Hart
Marie L. Hart

D H

760280

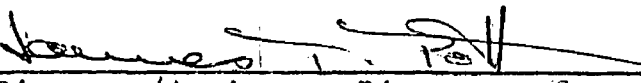
Hart
Fremont Ave
T1 5-700280
BOOK 6090 PG 628

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 pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this 27th day of March, 196³2.

By: 
~~Director~~/Assistant Director of
Public Works of the County of
Santa Clara

JRK:meb
Revision of 1/4/62

for return address
see front of Deed

Hart

POLICY OF TITLE INSURANCE

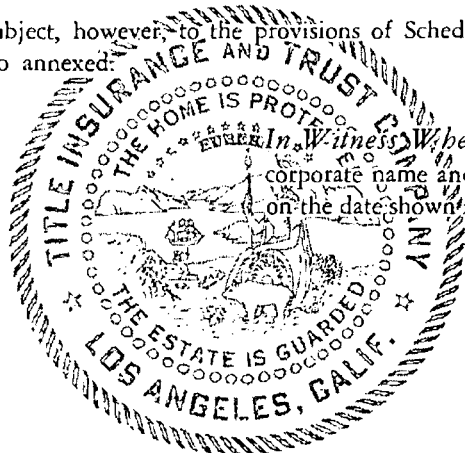
ISSUED BY

Title Insurance and Trust Company

Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.



In Witness Whereof, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Title Insurance and Trust Company

by *Bruce H. [Signature]*

PRESIDENT

Attest *Richard H. [Signature]*

SECRETARY

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;

(d) "date": the effective date;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and

(f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, subject otherwise to the provisions hereof.

2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reasons of the following:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.

(c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which

such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

4. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall, notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any de-

fect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

5. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of

SCHEDULE A

Amount \$ 950.00

Effective Date July 5, 1963 at 8:00 A. M.

Premium \$ 45.00

Policy No B-700280
(Hart)

INSURED

COUNTY OF SANTA CLARA

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

COUNTY OF SANTA CLARA

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is a fee.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

Exhibit A.

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

Being the Northerly 10.00 feet of Lot #1 of "Fremont Terrace" Tract No. 375 (hereinafter described) said Northerly 10.00 feet being more particularly described as follows: BEGINNING at the Northeast corner of said Lot #1 as shown on the Map of said Tract No. 375, recorded in Book 12 of Maps, at page 21, in the Office of the Recorder of said County; thence Westerly along the Northerly line of said Lot #1, a distance of 86.56 feet to the beginning of a tangent curve to the left, having a radius of 20.00 feet; thence Westerly, along the arc of said curve to the left, to the point of intersection with a line which is parallel with and distant Southerly 10.00 feet (measured at right angles) from the Northerly line of said Lot #1; thence Easterly along said parallel line approximately 103 feet to the point of intersection with the Easterly line of said Lot #1; thence Northerly along said Easterly line 10.00 feet to the Point of Beginning. Containing an area of approximately 950 square feet.

SCHEDULE B — (Continued)

PART II

1. Taxes for the fiscal year 1963-64, now a lien, but not yet due or payable including personal property tax, if any.
2. Covenants, Conditions and Restrictions with no express provision for forfeiture and reversion of title in event of violation thereof, contained in the Declaration by San Jose Abstract & Title Insurance Co., a California corporation, dated March 10, 1949 and recorded March 16, 1949 in Book 1759 Official Records, page 141, which Declaration did not contain restrictions upon the sale or occupancy of the property on the basis of race, color or creed, preference to the record thereof is hereby made for further particulars.

Said Declaration subordinates any right of reversion to any Mortgage or Deed of Trust made in good faith and for value.

TO 1012—1056C OC C
American Title Association Loan Policy
Additional Coverage—October, 1960
or
California Land Title Association
Standard Coverage Policy—1961

SCHEDULE C

The land referred to in this policy is described as follows:

THE DESCRIPTION OF THE LAND REFERRED TO IN THIS POLICY
IS SET FORTH IN EXHIBIT A, WHICH IS ATTACHED HERETO AND
MADE A PART HEREOF.

CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)

the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

7. PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of

an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

8. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

9. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If

loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

10. POLICY ENTIRE CONTRACT

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

11. NOTICES, WHERE SENT

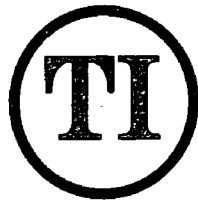
All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles 54, California.

12. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.



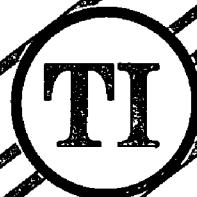
Title Insurance and Trust Company

FOUNDED IN 1893



POLICY OF TITLE INSURANCE

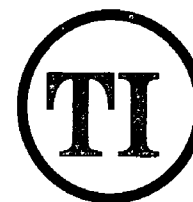
*Offering complete title services throughout the
state of California with just one local call.*



*Complete title services also available in the states
of Alaska, Nevada, Oregon and Washington
through subsidiary Companies.*

Title Insurance
and
Trust Company

Santa Clara County Office
66 North First Street
San Jose 13, California



BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TITLE COMPANY
CONTROLLER
PUBLIC WORKS

☒
☐
☒
☐
☐

Project: Fremont Avenue Widening
Parcel No.: 9
Grantor: HART

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

#29b

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and CHARLES O. HART and MARIE L. HART, his wife, hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of

NINE HUNDRED FIFTY AND 00/100
(\$ 950.00).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except None

Exception #2 to Preliminary Title Report # S-700280, dated Dec. 27, 1962

and agrees that said deed will be deposited with the and Trust Title Insurance Company in escrow account no. S-700280 not later than 60 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Costs of escrow shall not include usual and customary reconveyance costs or forwarding fees incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by Owner.

CC COUNSEL (3)
OWNER

APPROVED [Signature]
RE: CE CC PC DPW FLD
NO: _____ ABSTAINS: _____

MAR 25 1963

Hart, Chas. O. & Marie L.

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of immediate possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of the said real property upon the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this _____ day of MAR 25 1963, 19____.

COUNTY OF SANTA CLARA

By *R. McHenry*
Chairman of the Board of Supervisors

Executed by the Owner this 5th day of March,
1963.

Charles O. Hart
Marie L. Hart
Owner
P.O. Box 857
Sunnyvale, Calif.

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

By *Gerald Thompson*
Deputy County Counsel

9/29/61

All that real property situated in the County of Santa Clara, State of California, more particularly described as follows:

Being the Northerly 10.00 feet of Lot #1 of "Fremont Terrace" Tract No. 375 (hereinafter described) said Northerly 10.00 feet being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot #1 as shown on the Map of said Tract No. 375, recorded in Book 12 of Maps, at page 21, in the Office of the Recorder of said County;

Thence Westerly along the Northerly line of said Lot #1, a distance of 86.56 feet to the beginning of a tangent curve to the left, having a radius of 20.00 feet;

Thence Westerly, along the arc of said curve to the left, to the point of intersection with a line which is parallel with and distant Southerly 10.00 feet (measured at right angles) from the Northerly line of said Lot #1;

Thence Easterly along said parallel line approximately 103 feet to the point of intersection with the Easterly line of said Lot #1;

Thence Northerly along said Easterly line 10.00 feet to the Point of Beginning.

Containing an area of approximately 950 square feet.

EXHIBIT "A"

393

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Date: July 5, 1963

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

Enclosed is a deed and title insurance for your permanent records for the following property acquisition:

Project: Fremont Av. Widening

Parcel No.: T.I. 700279

Grantor: Gordon S. and Janice Ann Israelsky

Deed recorded - Date: June 6, 1963 (2416611)
Book: 6052
Page: 578

Order to Cancel Taxes ~~is~~ is not enclosed.

SPENCER M. WILLIAMS
County Counsel

By *Michael J. Thompson*
Deputy County Counsel

Copies:

Public Works - Right of Way Section
County Counsel

sh

11/61

SVILLE CITY
2070
JUL 11 1963
CLERK OF BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA

Israelsky, Gordon S & Janice

ALL INFORMATION CONTAINED

and 11,000,000, respectively. = 206,000

besonders den a. lat. 102, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844,

NOTICE: YOU TO VISIT - NEW YORK
Island of the

RECEIVED
BOARD OF SUPERVISORS
JUL 8 2 07 PM '63
COUNTY OF
SANTA CLARA

11

TO 447C (523)

(Individual)

STATE OF CALIFORNIA

COUNTY OF Santa Clara } SS.

On June 5, 1963 before me, the under-

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

appeared Gordon S. Israelsky and

Janice Ann Israelsky

_____, known to me

to be the person S whose name s are subscribed to the within
instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

(Seal)

Signature

Jeannene Haggard

Name (Typed or Printed)

Notary Public in and for said County and State X

NO IRS

2416611

700279

BOOK 6052 PAGE 578

321-13-94

GRANT DEED

GORDON S. ISRAELSKY and JANICE ANN ISRAELSKY, his wife,
hereby GRANT to the COUNTY OF SANTA CLARA, a political subdivision
of the State of California, all that real property situated in
the County of Santa Clara, State of California, described as
follows:

Being the Northerly 10.00 feet of Lot #40 of
"Fremont Terrace" Tract No. 375 (hereinafter described)
said Northerly 10.00 feet being more particularly
described as follows:

BEGINNING at the Northwest corner of said Lot #40 as
shown on the Map of said Tract No. 375, as recorded in
Book 12 of Maps, at page 21, in the Office of the
Recorder of said County;

Thence Easterly along the Northerly line of said
Lot #40, a distance of 85.94 feet to the point of
beginning of a tangent curve to the right, having a
radius of 20.00 feet;

Thence Easterly along the arc of said curve to the
right, to the point of intersection with a line which
is parallel with and distant Southerly 10.00 feet
(measured at right angles) from the Northerly line of
said Lot #40;

Thence Westerly along said parallel line approximately
103 feet to the point of intersection with the Westerly
line of said Lot #40;

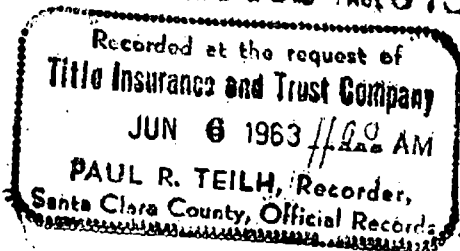
Thence Northerly along said Westerly line, 10.00 feet
to the Point of Beginning.

Containing an area of approximately 950 square feet.

DATED: May 16, 1963

2416611

BOOK 6052 PAGE 578



Gordon S. Israelsky

Janice Ann Israelsky

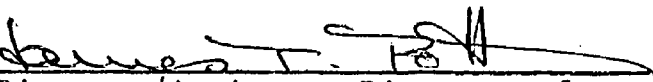
DH

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 pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this 27th day of March, 196³2.

By: 
Director/Assistant Director of
Public Works of the County of
Santa Clara

JRK:mab
Revision of 1/4/62

Return to:
Mr. Frank Gillio
City Attorney
P. O. Box 607
Sunnyvale, Calif.



Israellesky

TO 1012 F C
California Land Title Association
Standard Coverage Policy Form
Copyright 1961

FOUNDED

IN 1893

POLICY OF TITLE INSURANCE

ISSUED BY

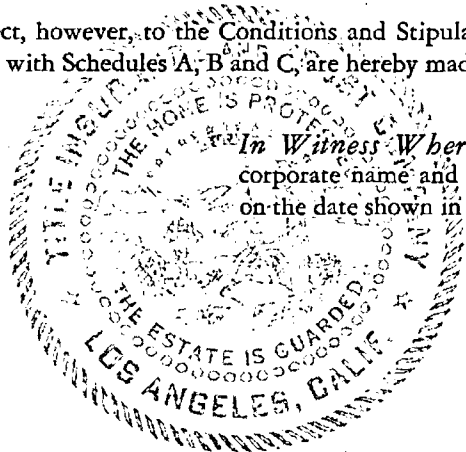
Title Insurance and Trust Company

Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the Conditions and Stipulations hereto annexed, which Conditions and Stipulations, together with Schedules A, B and C, are hereby made a part of this policy.

In Witness Whereof, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.



Title Insurance and Trust Company

by

Ernest J. Lockhart

PRESIDENT

Attest

Brian H. Williams

SECRETARY

CONDITIONS AND STIPULATIONS

(Includes those in the American Title Association-Owner's Policy-Standard Form B-1960)

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;

(d) "date": the effective date;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and

(f) "insured": the party or parties herein designated as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not.

2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reason of the following:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of

judicial action to exercise such rights appears in the public records at the date hereof.

(c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured; or (2) known to the Insured either at the date of this policy or at the date such Insured acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

4. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the indebtedness secured by a mortgage covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure

sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all assistance in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

5. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

(Conditions and Stipulations Continued and Concluded on Last Page of This Policy)

SCHEDULE A

Amount \$950.00

Effective

Date June 6, 1963 at 11:00 a.m.

Premium \$ 45.00

Policy No. B-700279

INSURED

COUNTY OF SANTA CLARA

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

COUNTY OF SANTA CLARA

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is a fee.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

SCHEDULE B — (Continued)

PART II

1. Taxes for the fiscal year 1963-64, now a lien, but not yet due or payable, including personal property tax, if any.
2. Covenants, Conditions and Restrictions with no express provision for forfeiture and reversion of title in event of violation thereof, contained in the Declaration by San Jose Abstract & Title Insurance Co., a California corporation, dated March 10, 1949, recorded March 16, 1949 in Book 1759 Official Records, page 141, reference to the record thereof is hereby made for further particulars.

Said Declaration subordinates any right of reversion to any Mortgage or Deed of Trust made in good faith and for value.

TO 1012—1056C OC C
American Title Association Loan Policy
Additional Coverage—October, 1960
or
California Land Title Association
Standard Coverage Policy—1961

SCHEDULE C

The land referred to in this policy is described as follows:

THE DESCRIPTION OF THE LAND REFERRED TO IN THIS POLICY IS SET FORTH IN EXHIBIT A, WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT A

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

Being the Northerly 10.00 feet of Lot #40 of "Fremont Terrace" Tract No. 375 (hereinafter described) said Northerly 10.00 feet being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot #40 as shown on the Map of said Tract No. 375, as recorded in Book 12 of Maps, at page 21, in the Office of the Recorder of said County;

Thence Easterly along the Northerly line of said Lot #40, a distance of 85.94 feet to the point of beginning of a tangent curve to the right, having a radius of 20.00 feet;

Thence Easterly along the arc of said curve to the right, to the point of intersection with a line which is parallel with and distant Southerly 10.00 feet (measured at right angles) from the Northerly line of said Lot #40;

Thence Westerly along said parallel line approximately 103 feet to the point of intersection with the Westerly line of said Lot #40;

Thence Northerly along said Westerly line, 10.00 feet to the Point of Beginning.

Containing an area of approximately 950 square feet.

CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)

6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

7. PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy

shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

8. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

9. COINSURANCE AND APPORTIONMENT

(a) In the event that a partial loss occurs after an alteration or improvement subsequent to the date of this policy, and only in that event, the Insured becomes a co-insurer to the extent hereinafter set forth.

If the cost of the alteration or improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the Company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the alteration or improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the Company in prosecuting or providing for the defense of actions or proceedings in behalf of the Insured pursuant to the terms of this policy or to costs imposed on the Insured in such actions or proceedings, and shall not apply to losses which do not exceed, in the aggregate, an amount equal to one per centum of the face amount of this policy.

Provided, however, that the foregoing coinsurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed the amount of this policy, and provided further that the foregoing coinsurance provisions shall not apply to an insured owner of an indebtedness secured by a mortgage shown in Schedule B prior to acquisition of title to said estate or interest in satisfaction of said indebtedness or any part thereof.

(b) If the land described or referred to in Schedule C is divisible into separate and noncontiguous parcels, or if contiguous and such parcels are not used as one single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the face amount of the policy was divided pro rata as to the value on the date of this policy of each separate independent parcel to the whole, exclusive of any improvements made subsequent to the

date of this policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the Insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

11. POLICY ENTIRE CONTRACT

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles 54, California.

13. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.



POLICY OF TITLE INSURANCE

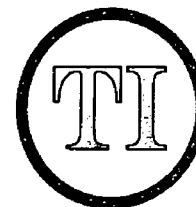
*Offering complete title services throughout the state
of California with just one local call.*



*Complete title services also available in the states
of Alaska, Nevada, Oregon and Washington through
subsidiary Companies.*

Title Insurance
and
Trust Company

Santa Clara County Office
66 North First Street
San Jose 13, California



BOARD OF SUPERVISORS ☒
COUNTY COUNSEL ☐
OWNER ☐
TITLE COMPANY ☐
CONTROLLER ☐
PUBLIC WORKS ☐

Project: Fremont Avenue Widening

Parcel No.: 8

Grantor: ISRAELSKY

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

#296
The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and GORDON S. ISRAELSKY and JANICE ANN ISRAELSKY, his wife,

hereinafter referred to as "the Owner", hereby contract and agree as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase all that certain real property, together with all improvements and permanent fixtures thereon, described in "Exhibit A", attached hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of

Nine Hundred Fifty and 00/100
(\$ 950⁰⁰).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except None ^{Attw} Exception No. 3, to Preliminary

Title Report No. S 700279, Dated Dec. 27, 1962

and agrees that said deed will be deposited with the and Trust Title Insurance Company in escrow account no. S 700279 not later than 60 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Costs of escrow shall not include usual and customary reconveyance costs or forwarding fees incurred in connection with the discharge of any note secured by a deed of trust or mortgage, which costs shall be paid by Owner.

Date MAR 25 1963

APPROVED [Signature]

RE: CE CC PC DPW FLD

NO: ABSTAINS:

cc COUNSEL (3)
OWNER 2

Israelsky, Gordon S. & Janice A.

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4986 as of the close of escrow, except that where the County has taken possession pursuant to an order of immediate possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of the said real property upon the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this _____ day of MAR 25 1963, 19____.

COUNTY OF SANTA CLARA

By *R. J. McElhannon*
Chairman of the Board of Supervisors

Executed by the Owner this 8th day of March,
19 63.

Gordon A. Darselsky
Janice Ann Darselsky
Owner

*11991 Selo Dr.
Sunnyvale*

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

By *Gerald Thompson*
Deputy County Counsel

9/29/61

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

Being the Northerly 10.00 feet of Lot #40 of "Fremont Terrace" Tract No. 375 (hereinafter described) said Northerly 10.00 feet being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot #40 as shown on the Map of said Tract No. 375, as recorded in Book 12 of Maps, at page 21, in the Office of the Recorder of said County;

Thence Easterly along the Northerly line of said Lot #40, a distance of 85.94 feet to the point of beginning of a tangent curve to the right, having a radius of 20.00 feet;

Thence Easterly along the arc of said curve to the right, to the point of intersection with a line which is parallel with and distant Southerly 10.00 feet (measured at right angles) from the Northerly line of said Lot #40;

Thence Westerly along said parallel line approximately 103 feet to the point of intersection with the Westerly line of said Lot #40;

Thence Northerly along said Westerly line, 10.00 feet to the Point of Beginning.

Containing an area of approximately 950 square feet.

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Rd 393

Date: January 20, 1964

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition

Enclosed are a deed and title insurance policy
for your permanent records for the following property
acquisition:

Project: Fremont Avenue ^{*R/W*} Widening
Parcel No.: S.700274 (T.I)
Grantor: Jurevich, Miho and Minnie
Deed Recorded: Date: 12/6/63
Book: 6299
Page: 527

Tax cancellation forms have been forwarded to
Assessor's Office (December 24, 1963).

SPENCER M. WILLIAMS
County Counsel

By *Garrett Thompson*
Deputy County Counsel

GJT/gc:

Copies:

Public Works - Right of Way Section
County Counsel

2 JAN 20 1964
COUNTY OF SANTA CLARA
RECEIVED

OFFICE OF THE COUNTY CLERK

COUNTY OF SANTA CLARA

NOTICE OF PUBLIC SALE

OFFICE OF THE COUNTY CLERK

DEPUTY COUNTY CLERK

SUBJECT: Property Assessment

NOTICE IS HEREBY GIVEN that the undersigned, County Clerk of Santa Clara County, California, do hereby certify that the following property is subject to a public sale of the contents thereof for the purpose of satisfying the claims of the creditors of the said property.

Property of the County of Santa Clara

Property of the County of Santa Clara

Property of the County of Santa Clara

Property of the County of Santa Clara

Property of the County of Santa Clara

THE UNDERSIGNED, County Clerk of Santa Clara County, California, do hereby certify that the following property is subject to a public sale of the contents thereof for the purpose of satisfying the claims of the creditors of the said property.

Property of the County of Santa Clara

Property of the County of Santa Clara

Property of the County of Santa Clara

Property of the County of Santa Clara

Property of the County of Santa Clara

COUNTY OF SANTA CLARA

JAN 21 1 59 PM '64

RECEIVED
BOARD OF SUPERVISORS

2/5/64



POLICY OF TITLE INSURANCE

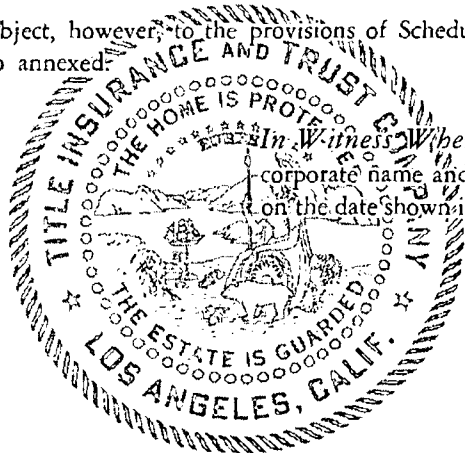
ISSUED BY

Title Insurance and Trust Company

Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

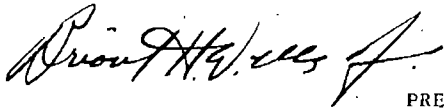
1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.



In Witness Whereof, Title Insurance and Trust Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Title Insurance and Trust Company

by 

PRESIDENT

Attest 

SECRETARY

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;

(d) "date": the effective date;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and

(f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, subject otherwise to the provisions hereof.

2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reasons of the following:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.

(c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which

such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

4. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any de-

fect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

5. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of

SCHEDULE A

Premium \$45.00

Amount \$ 1,000.00

Effective

Date **December 6, 1963 at 11:55 a.m.**

Policy No. **B-700274**

Parcel 3

Purchase Order 42

I N S U R E D

COUNTY OF SANTA CLARA

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

COUNTY OF SANTA CLARA

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is a fee.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

SCHEDULE B — (Continued)

PART II

1. Right of the public to use as a roadway so much of the premises as lies within the bounds of Fremont Avenue.
2. Right from time to time to construct, place, inspect, maintain and replace communication facilities consisting of underground conduits, pipes, manholes, wires, cables, fixtures and appurtenances together with a right of way therefor and the right of ingress thereto and egress therefrom, across, upon, in and under the following described real property in the County of Santa Clara, State of California:

Parcel 1

The property described in deed recorded in Book 834 of Official Records of said County, page 500, Recorder's Serial No. 112426.

Parcel 2

The property described in deed recorded in Book 2313 Official Records of said County, page 186, Recorder's Serial No. 756388.

Said facilities shall be placed within 5 feet of either side of the following described line:

Beginning at the Northwest corner of said Parcel 1 and running thence South 45.0 feet to the true point of beginning; thence from the true point of beginning South 89° 55' East 510.75 feet, more or less, to a point on the Easterly boundary line of said Parcel 2 distant thereon South 45.0 feet from the Northeast corner of said Parcel 2,

as granted by Miho Jurevich and Minnie Jurevich, his wife, to The Pacific Telephone and Telegraph Company, a corporation, by instrument dated January 18, 1960 and recorded March 8, 1960 in Book 4721 Official Records, page 692.

The description contained in the above instrument is erroneous.

TO 1012—1056C OC C
American Title Association Loan Policy
Additional Coverage—October, 1960
or
California Land Title Association
Standard Coverage Policy—1961

SCHEDULE C

The land referred to in this policy is described as follows:

THE DESCRIPTION OF THE LAND REFERRED TO IN THIS POLICY IS
SET FORTH IN EXHIBIT A, WHICH IS ATTACHED HERETO AND MADE
A PART HEREOF.

ip

RECEIVED

JAN 17 1964

COUNTY COUNSEL

EXHIBIT A

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

BEGINNING at a point in the centerline of Fremont Avenue (60.00 feet wide), said point being the Northwest corner of Tract No. 2187 "Cherry Tree Lane" as the Map of said subdivision is filed for record in Book 98 of Maps, at page 7, in the Office of the Recorder of the County of Santa Clara;

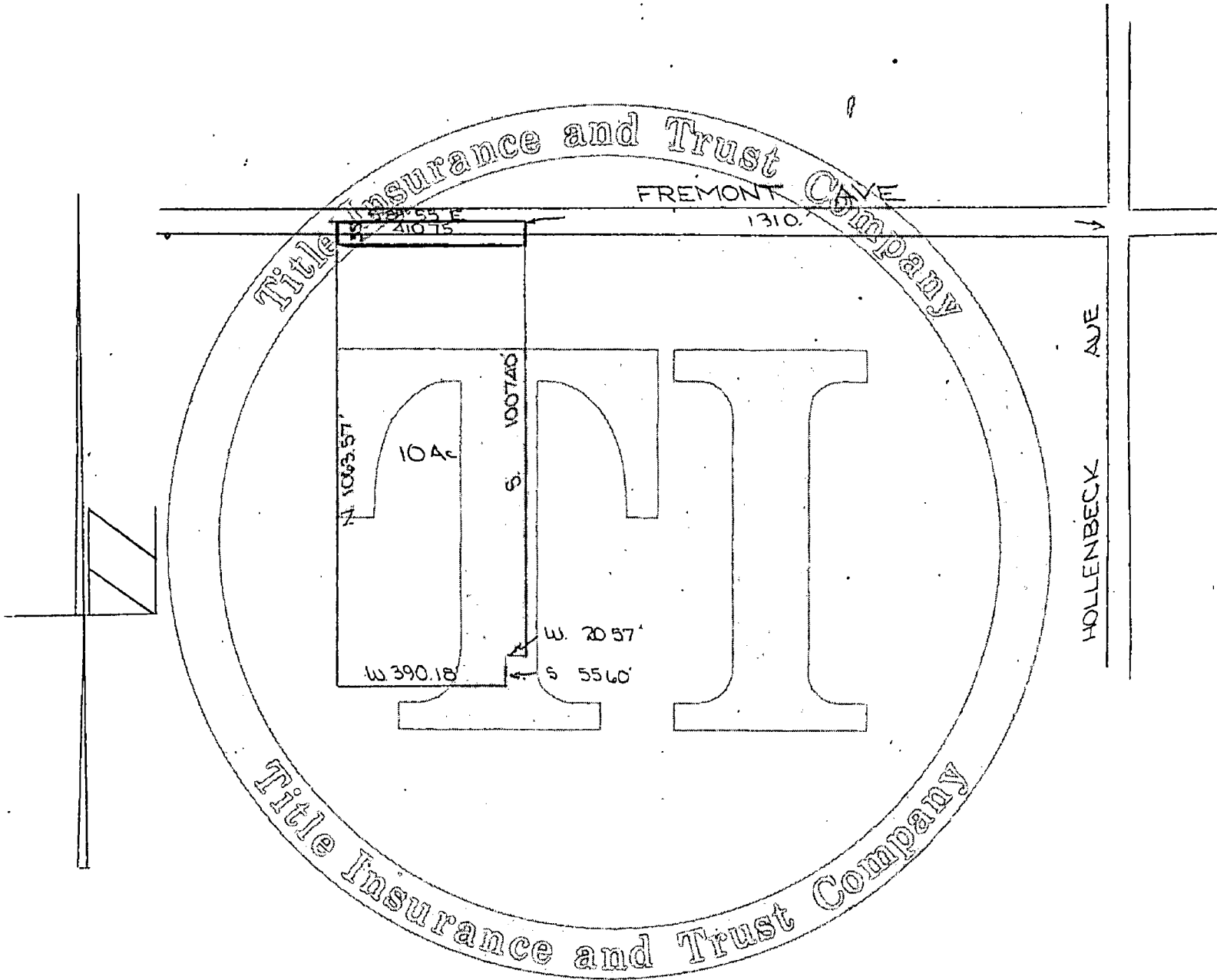
Thence Westerly along said centerline of Fremont Avenue approximately 410.75 feet to the point of intersection with the Northerly prolongation of the Easterly line of the "Wilcox Tract No. 563" as the Map of said subdivision is filed for record in Book 20 of Maps, at page 33, in the Office of the Recorder of the County of Santa Clara;

Thence Southerly along said Northerly prolongation and Easterly line, to the point of intersection with a line which is parallel with and distant Southerly 35.00 feet (measured at right angles) from said centerline of Fremont Avenue;

Thence Easterly along said parallel line, approximately 410.75 feet to the point of intersection with the Westerly line of said Tract No. 2187;

Thence Northerly along said Westerly line, 35.00 feet to the Point of Beginning.

Containing a net area of 2054 square feet.



PTN SE 1/4 SECTION 2 TOWNSHIP 7 SOUTH RANGE 2 WEST MDBEM



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.

CONDITIONS AND STIPULATIONS (Continued and Concluded From Reverse Side of Policy Face)

the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

7. PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of

an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

8. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

9. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If

loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

10. POLICY ENTIRE CONTRACT

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

11. NOTICES, WHERE SENT

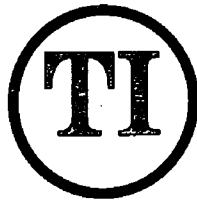
All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles 54, California.

12. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.



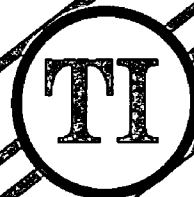
Title Insurance and Trust Company

FOUNDED IN 1893



POLICY OF TITLE INSURANCE

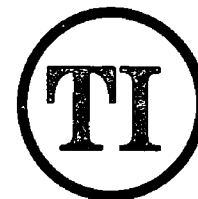
*Offering complete title services throughout the
state of California with just one local call.*



*Complete title services also available in the states
of Alaska, Nevada, Oregon and Washington
through subsidiary Companies.*

Title Insurance
and
Trust Company

Santa Clara County Office
66 North First Street
San Jose 13, California



BEGINNING at a point in the centerline of Fremont Avenue (60.00 feet wide), said point being the Northwest corner of Tract No. 2187 "Cherry Tree Lane" as the Map of said subdivision is filed for record in Book 98 of Maps, at page 7, in the Office of the Recorder of the County of Santa Clara;

Thence Westerly along said centerline of Fremont Avenue approximately 410.75 feet to the point of intersection with the Northerly prolongation of the Easterly line of the "Wilcox Tract No. 563" as the Map of said subdivision is filed for record in Book 20 of Maps, at page 33, in the Office of the Recorder of the County of Santa Clara;

Thence Southerly along said Northerly prolongation and Easterly line, to the point of intersection with a line which is parallel with and distant Southerly 35.00 feet (measured at right angles) from said centerline of Fremont Avenue;

Thence Easterly along said parallel line, approximately 410.75 feet to the point of intersection with the Westerly line of said Tract No. 2187;

Thence Northerly along said Westerly line, 35.00 feet to the Point of Beginning.

Containing a net area of 2054 square feet.

AND WHEN RECORDED MAIL TO

Name
Street
Address
City &
State

Frank Gillio
City Attorney
P. O. Box 607
Sunnyvale, Calif.

Recorded at the request of
Title Insurance and Trust Company
DEC 6 1963 11:55 AM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Records

SPACE ABOVE THIS LINE FOR RECORDER'S USE

700274

AFFIX I.R.S. \$.....IN THIS SPACE

Grant Deed

TO 405 C.

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

321-12-50

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
MIHO JUREVICH AND MINNIE JUREVICH, his wife.

hereby GRANT(S) to

COUNTY OF SANTA CLARA, A Political Subdivision of the State of
California

the following described real property in the
County of Santa Clara

State of California:

BOOK 6299 PAGE 528

Dated: November 27, 1963

STATE OF CALIFORNIA

COUNTY OF Santa Clara

SS.

On November 27, 1963 before me, the under-
signed, a Notary Public in and for said State, personally appeared
Miho Jurevich and Minnie Jurevich

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

WITNESS my hand and official seal.

(Seal)

Signature

Jeannene Haggard
Jeannene Haggard

Name (Typed or Printed)

Notary Public in and for said State

If executed by a Corporation the Corporation Form of
Acknowledgment must be used.



JEANNENE HAGGARD

NOTARY PUBLIC

Santa Clara County, Calif.

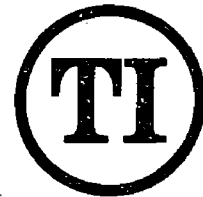
Title Order No. _____

Escrow No. _____

Jurevich, Miho & Minnie



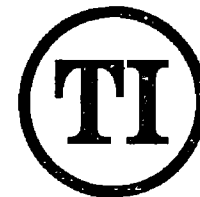
GRANT DEED



Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

GRANT DEED



Title Insurance
and
Trust Company

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL



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 pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this 31st day of May, 196³2.

By: [Signature]
Director/Assistant Director of
Public Works of the County of
Santa Clara

JRK:mab
Revision of 1/4/62

262
BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TITLE COMPANY
CONTROLLER
PUBLIC WORKS

S.D.

Project: Parsonage Avenue Extension

Parcel No.: 3

Grantor: HERNIM JURJEVICH

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara,
hereinafter referred to as "the County," and HERNIM JURJEVICH and
HERNIM JURJEVICH, his wife,
hereinafter referred to as "the Owner," hereby contract and agree
as follows:

1. Agreement to Sell

The Owner agrees to sell and the County agrees to purchase
all that certain real property, together with all improvements and
permanent fixtures thereon, described in "Exhibit A", attached
hereto and made a part hereof by this reference.

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase
price of said property, improvements and fixtures, the sum of

ONE THOUSAND AND NO/100 DOLLARS
(\$ 1,000.00).

3. The Owner agrees to execute a grant deed and to convey fee
title to said property free and clear of all liens and encumbrances,
except that shown as Second and Third Exceptions in that certain Preliminary Title
Report dated as of December 7, 1962 issued by Title Insurance and Trust Company (Order
No. S 700274),
and agrees that said deed will be deposited with the _____
Title Insurance Company in escrow account no. S 700274 not
later than sixty (60) days after execution of this agreement by the
Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps,
if required and authorized, and title insurance policy expenses.
Cost of escrow shall not include usual and customary reconveyance
costs or forwarding fees incurred in connection with the discharge
of any note secured by a deed of trust or mortgage, which costs
shall be paid by the Owner.

(No copy for owner -- 5/27/63)

CC COUNSEL

Jurevich, Mijo & Mennie

s/s (E)

5. Proration of Taxes

Taxes shall be prorated in accordance with the California Revenue and Taxation Code Section 4936 as of the close of escrow, except that where the County has taken possession pursuant to an order of immediate possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty (60) days after date of signing of this agreement by the Owner in which to sign this agreement.

7. Removal of Encumbrances

The Owner shall have sixty (60) days from the date this agreement is signed by the Owner within which to remove any liens or encumbrances affecting said property.

8. Other Papers

The parties hereto agree to execute such additional papers, documents, deeds, and other like instruments as may be necessary to carry out the sale of said property, and further agree that the copy of this agreement deposited in escrow shall constitute preliminary escrow instructions, and that they shall deposit such further instructions as may be necessary.

9. Dismissal of Action

In the event an action in eminent domain is pending between the parties hereto involving the real property which is the subject of this agreement, both parties agree that the County shall dismiss said action after close of escrow.

10. Possession and Rent

The County shall be entitled to take possession of said real property upon the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.

IN WITNESS WHEREOF, said parties hereto have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this _____ day of MAY 27 1963, 19____.

COUNTY OF SANTA CLARA

By *R. M. Williams*
Chairman of the Board of Supervisors

Executed by the Owner this 24 day of April, 1963.

X *Miha Jurevich*

X *Marina Jurevich*

Owner
Address: 750 Flynn Rd
Hollister, Cal.

APPROVED AS TO FORM:
SPENCER M. WILLIAMS, County Counsel

By *Gerald Thompson*
Deputy County Counsel

4-5-63

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

BEGINNING at a point in the centerline of Fremont Avenue (60.00 feet wide), said point being the Northwest corner of Tract No. 2187 "Cherry Tree Lane", as the Map of said subdivision is filed for record in Book 98 of Maps, at page 7, in the Office of the Recorder of the County of Santa Clara;

Thence Westerly along said centerline of Fremont Avenue approximately 410.75 feet to the point of intersection with the Northerly prolongation of the Easterly line of the "Wilcox Tract No. 563" as the Map of said subdivision is filed for record in Book 20 of Maps, at page 33, in the Office of the Recorder of the County of Santa Clara;

Thence Southerly along said Northerly prolongation and Easterly line, to the point of intersection with a line which is parallel with and distant Southerly 35.00 feet (measured at right angles) from said centerline of Fremont Avenue;

Thence Easterly along said parallel line, approximately 410.75 feet to the point of intersection with the Westerly line of said Tract No. 2187;

Thence Northerly along said Westerly line, 35.00 feet to the Point of Beginning.

Containing a net area of 2054 square feet..

#25
RESOLUTION TO CONDEMN

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that it finds and determines and hereby declares:

That the public interest and necessity require the acquisition, construction, and completion by the County of Santa Clara of a public improvement, namely, a county highway upon, over, across and in those certain lands hereinafter described;

That the use to which the said lands is to be applied is for such county highway, and that such use is a public use authorized by law;

That a fee title in all of said land is necessary to and for such public use, and that the taking of the said lands is necessary to and for such public use;

That the said proposed county highway is planned and located in the manner which will be most compatible with the greatest public good and the least private injury.

AND BE IT FURTHER RESOLVED by this Board of Supervisors that the County of Santa Clara acquire by condemnation in accordance with the provisions of the Code of Civil Procedure relating to eminent domain for the uses and purposes of such county highway, a fee title in the following described lands, situate in the County of Santa Clara, State of California, described as follows, to wit:

Exhibit 1.

cc Counsel (4)

Jurevich, Miho

APR 15 1963

ADOPT S/L YES: L B M S Sz
NO: _____ ABSTAINS: _____
ABSENT: _____

LEGAL DESCRIPTION

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

Beginning at a point in the centerline of Fremont Avenue (60.00 feet wide), said point being the Northwest corner of Tract No. 2187 "Cherry Tree Lane", as the Map of said subdivision is filed for record in Book 98 of Maps, at page 7, in the Office of the Recorder of the County of Santa Clara;

Thence Westerly along said centerline of Fremont Avenue approximately 410.75 feet to the point of intersection with the Northerly prolongation of the Easterly line of the Wilcox Tract No. 563 as the Map of said subdivision is filed for record in Book 20 of Maps at page 33 in the Office of the Recorder of the County of Santa Clara.

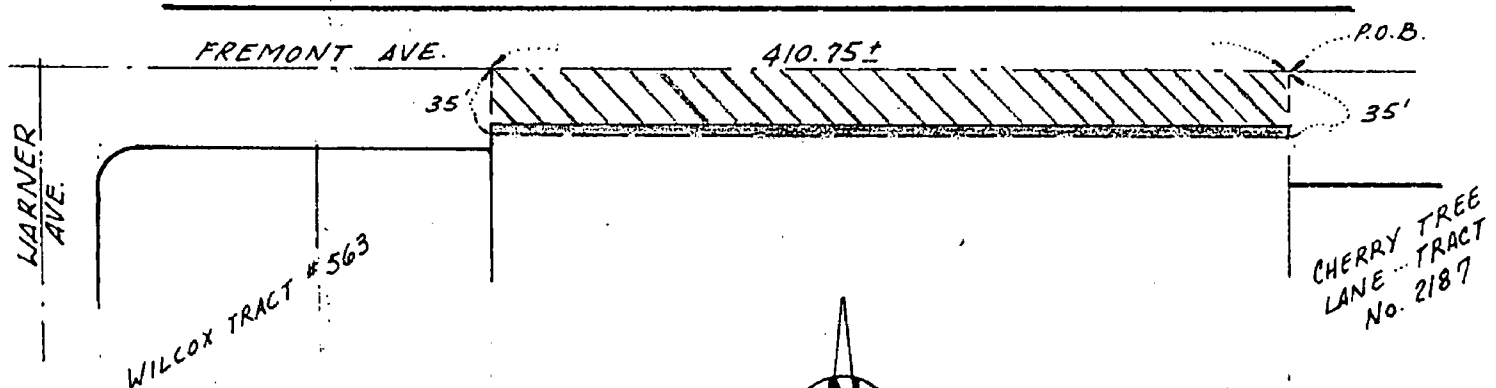
Thence Southerly along said Northerly prolongation and Easterly line, to the point of intersection with a line which is parallel with and distant Southerly 35.00 feet (measured at right angles) from said Centerline of Fremont Avenue;

Thence Easterly along said parallel line, approximately 410.75 feet to the point of intersection with the Westerly line of said Tract No. 2187;

Thence Northerly along said Westerly line, 35.00 feet to the point of beginning.

Excluding therefrom those portions previously dedicated for Public Street Purposes.

Containing a net area of 2054 square feet.



Existing R/W Crosshatched

SCALE:

1" = 100'

WRITTEN

C. Jones

9-18-62

CHECKED

G. I. S. -

9-26-62

DRAWN

C. Jones

10-1-62

CHECKED

G. I. S. -

10-1-62

APPROVED:

E. R. Miller

Asst. DIRECTOR OF PUBLIC WORKS

DATE

10-3-62

3			
2			
1	C.J.	R.M.	12-6-62
revision	checked	approved	date

AND BE IT FURTHER RESOLVED by this Board of Supervisors that the County Counsel of said County of Santa Clara be, and he is hereby directed, required, authorized and empowered:


To institute, maintain and prosecute, in the name of the County of Santa Clara, proceedings in the Superior Court of the State of California, in and for the County of Santa Clara, for the condemnation of that certain real property hereinabove described, for the uses and purposes of such county highway, and to take all steps necessary for the condemnation of said property in the name of the County;

To make an application to said court for an order fixing the amount or amounts of such security in the way of money deposits as said court may direct to be made upon the taking of possession of said property by the County of Santa Clara, and permitting said County of Santa Clara to take immediate possession and use of said property;

To make deposit of such security out of proper funds of the County of Santa Clara in such amount or amounts so fixed and determined and in such manner as said Court, in which the condemnation proceedings herein authorized are pending, may direct.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this ____ day of
APR 15 1963 19__, by the following vote:

AYES: Supervisors, Levin Della Maggiore Spangler Merrens Sanchez
NOES: Supervisors, None
ABSENT: Supervisors, None


Chairman of the Board of Supervisors
County of Santa Clara

ATTEST:


Clerk of the Board of Supervisors.