

29
Fremont Ave. # 393

RESOLUTION OF RESCISSION

IT IS HEREBY RESOLVED AND ORDERED by the Board of Supervisors of the County of Santa Clara, State of California, that that certain Resolution Accepting Deed from Austin N. Losse, Weir C. Losse, Vivian Losse Blair, Carolyn Losse Blair Keturakat and Beatrice Blair Steinbeck, regularly passed and duly adopted on the 23rd day of February, 1954, be, and the same is hereby rescinded.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 15th day of March, 1954, by the following vote:

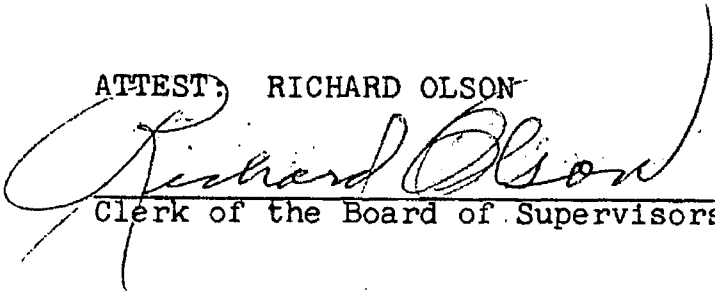
AYES: Supervisors, Brown, Della Maggiore, Gaspar, Levin, McKinnon

NOES: Supervisors, None

ABSENT: Supervisors, None


Chairman of the Board of Supervisors

ATTEST: RICHARD OLSON


Clerk of the Board of Supervisors

DKC:1sd
3/15/54

Losse, et al MAR 15 1954

ROLL CALL: YES B D G L MC NO.



RESOLUTION OF RESCISSION


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PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 15th day of March, 1954, by the following vote:

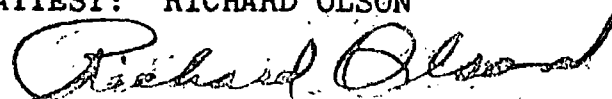
AYES: Supervisors, Brown, Della Maggiore, Gaspar, Levin, McKinnon

NOES: Supervisors, None

ABSENT: Supervisors, None


Chairman of the Board of Supervisors

ATTEST: RICHARD OLSON


Clerk of the Board of Supervisors

Fremont Avenue # 393

*23
51'3*

RESOLUTION ACCEPTING DEED

WHEREAS, AUSTIN N. LOSSE, WEIR C. LOSSE, VIVIAN LOSSE BLAIR, CAROLYN LOSSE BLAIR KETURAKAT and BEATRICE BLAIR STEINBECK have tendered to COUNTY OF SANTA CLARA, State of California, a Deed of Right of Way for purposes of a road, which Deed is sufficient in form to convey title to that certain real property situate and being in the County of Santa Clara, State of California, more particularly described hereinbelow, to said County of Santa Clara, to-wit:

Parcel 1:

Beginning at a point in the center line of Burns Avenue as said Burns Avenue is shown and designated on that certain map entitled "Map of I.J. Trumans Subdivision No. 2", filed for record in Volume F3 of Maps, at page 11, Records of Santa Clara County, California, distant thereon S 0° 01' W 30.00 feet from the intersection of the center line of Burns Avenue with the center line of Fremont Avenue; thence S 89° 48' W along the Southerly line of Fremont Avenue 308.40 feet to a point in the Easterly line of the lands conveyed by Christine Kircher to John Charles Kircher, by deed dated Oct. 11, 1910, and recorded July 15, 1925 in Volume 171 of Official Records at page 98, Records of Santa Clara County, California; thence Southerly along the above described Easterly line of the lands now or formerly of Kircher, S 30° 58' E 13.97 feet to a point; thence Easterly along a line parallel to and distant 12.00 feet Southerly at right angles from the Southerly line of Fremont Avenue (60.00 feet wide) N 89° 48' E 301.21 feet to a point in the center line of Burns Avenue, said center line of Burns Avenue being the Easterly line of the lands now or formerly of A. T. Losse et al; thence North 0° 01' E along the center line of Burns Avenue 12.00 feet to the point of beginning; containing approximately 0.084 acres of land and being a portion of Section 3 Township 7 South Range 2 West M.D.B. & M.

Parcel 2:

Beginning at the point of intersection of the Westerly line of the land conveyed by Manuel O. Ponce and Emma A. Ponce to Stauffer Chemical Company, by deed dated Feb. 11, 1946, and recorded Feb. 16, 1946 in Volume 1331 of Official Records, at page 256, and the Northerly line of Fremont Avenue (60.00 feet wide); thence from said point of beginning Westerly along the Northerly line of Fremont Avenue S 89° 48' W 159.31 feet to the point of intersection of the Northerly line of Fremont Avenue and the Easterly line of the lands conveyed by Harold O. Willson & Harriet M. Willson to J. C. Willson and Mabel E. Willson, wife, by deed dated Aug. 23, 1938, and recorded Aug. 25, 1938 in Volume 892 of Official Records, at page 113, Records of Santa Clara County, California; thence Northerly along the Easterly line of the lands now or formerly of Willson N 15° 45' W 12.46 feet to a point; thence Easterly along a line parallel to and distant 12.00 feet Northerly measured at right angles from the Northerly

RESCINDED

Date: *3-15-1954*

Re: Min Bk *2.2* Pg. *527*

FEB 23 1954

ROLL CALL: YES *B D G L MC* NO: *_____*

me-D

line of Fremont Avenue (60.00 feet wide) N 89° 48' E 154.79 feet to a point in the Westerly line of the above mentioned lands now or formerly of Stauffer Chemical Company; thence Southerly along the Westerly line of the land now or formerly of Stauffer Chemical Company S 33° 26' E 14.35 feet to the point of beginning. Containing approximately 0.043 acres of land and being a portion of Section 3 Township 7 South Range 2 West M.D.B. & M.

NOW, THEREFORE, IT IS HEREBY RESOLVED that said Board of Supervisors of the County of Santa Clara accept said Deed so tendered to it; and

IT IS HEREBY FURTHER ORDERED that the Clerk of the Board of Supervisors be, and he is hereby authorized to record said Deed.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 23rd day of February, 1954, by the following vote:

AYES: Supervisors, Brown, Della Maggiore, Gaspar, Levin, McKinnon

NOES: Supervisors, None

ABSENT: Supervisors, None


Chairman of the Board of Supervisors

ATTEST: RICHARD OLSON


Clerk of the Board of Supervisors

D Q

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

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

SAN JOSE ABSTRACT & TITLE INSURANCE CO.
and
WESTERN TITLE INSURANCE AND GUARANTY COMPANY

Fee for Title Insurance and
examination of title \$ 33.00

POLICY NUMBER

27706

POLICY OF TITLE INSURANCE

SAN JOSE ABSTRACT & TITLE INSURANCE CO.

and

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

ORDER NUMBER

276799

HEREIN REFERRED TO AS THE COMPANY
FOR A VALUABLE CONSIDERATION, PAID FOR THIS POLICY OF TITLE INSURANCE

DO HEREBY INSURE

COUNTY OF SANTA CLARA

together with the persons and corporations included in the definition of "the insured" as set forth in the Stipulations of this policy, against loss or damage not exceeding

Three Hundred (300.00)

dollars,

which the insured shall sustain by reason of:

1. Title to the land described in Schedule C being vested, at the date hereof, otherwise than as herein stated; or
2. Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in Schedule B; or
3. Any defect in, or lien or encumbrance on, said title, existing at the date hereof, not shown or referred to in Schedule B; or
4. Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or
5. Priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in Schedule B, such mortgage or deed of trust being shown in the order of its priority in Part Two of Schedule B;

all subject, however, to Schedules A, B and C and the Stipulations herein, all of which schedules and stipulations are hereby made a part of this policy.

IN WITNESS WHEREOF, SAN JOSE ABSTRACT & TITLE INSURANCE CO. and WESTERN TITLE INSURANCE AND GUARANTY COMPANY have caused their corporate names and seals to be hereunto affixed by their duly authorized officers, the day and hour set forth in Schedule A hereof.

SAN JOSE ABSTRACT & TITLE INSURANCE CO.

By

J. Edwards

President.

By

A. W. Wiedersheim

Vice President.

AND

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By

A. W. Wiedersheim

President.

By

A. W. Wiedersheim

Vice President.

SCHEDULE A

On March 16, 1954
the land described in Schedule C is vested in:

at 3:59 o'clock, p. m., the title to
COUNTY OF SANTA CLARA, a body politic
and corporate and a political subdivision
of the State of California.

SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust shown in Part Two is expressly insured in Paragraphs numbered 4 and 5 on the first page of this policy.

PART ONE: This part of Schedule B refers to matters which, if any such exist, may affect the title to said land, but which are not shown in this policy:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing agency or by the public records; and easements, liens, or encumbrances which are not shown by the public records.
2. Rights or claims of persons in possession of said land which are not shown by the public records.
3. 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 or by a correct survey.
4. Mining claims, reservations in patents, water rights, claims or title to water.
5. Any laws, governmental acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, or any zoning ordinances prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.

PART TWO: This part of Schedule B shows liens, encumbrances, defects and other matters affecting the title to said land or to which said title is subject:

1. Taxes for the fiscal year 1954-1955 a lien but not yet due or payable.
2. Agreement dated June 20, 1906 and recorded June 21, 1906 in Liber 309 of Deeds, page 118, entered into by and between D. M. Delmas and G. Barton, wherein the said D. M. Delmas agrees to supply to the said G. Barton water for irrigation purposes; reference is hereby made to the record thereof for further particulars.
3. Agreement dated February 8, 1906 and recorded February 13, 1906 in Liber 17 of Miscellaneous Records, page 485, entered into by and between D. M. Delmas and Sanford T. Carter and Samantha Carter, wherein the said D. M. Delmas agrees to supply the said Sanford T. Carter and Samantha Carter with water for irrigation purposes, and reference is hereby made to the record thereof for further particulars.
4. Agreement dated February 8, 1906 and recorded February 13, 1906 in Book 17 of Miscellaneous Records, page 488, entered into by and between D. M. Delmas and Mamie Levin Huff, wherein the said D. M. Delmas agrees to supply the said Mamie Levin Huff with water for irrigation purposes, and reference is hereby made to the record thereof for further particulars.
5. Agreement dated February 8, 1906 and recorded February 13, 1906 in Liber 17 of Miscellaneous Records, page 491, entered into by and between D. M. Delmas and Z. T. Croop, wherein the said D. M. Delmas agrees to supply the said Z. T. Croop with water for irrigation purposes, and reference is hereby made to the record thereof for further particulars.
6. Agreement dated February 8, 1906 and recorded February 13, 1906 in Liber 17 of Miscellaneous Records, page 494, entered into by and between D. M. Delmas and William K. Sloat and Ellen Agnes Sloat, wherein the said D. M. Delmas agrees to supply the said William K. Sloat and Ellen Agnes Sloat with water for irrigation purposes and reference is hereby made to the record thereof for further particulars.
7. Agreement dated December 17, 1914 and recorded January 14, 1915 in Liber 31 of Miscellaneous Records, page 414, entered into by and between Pauline Hoge Delmas and H. E. Losse, and F. C. Willson, wherein the said H. E. Losse agrees to supply the said F. C. Willson with water for irrigation purposes; and reference is hereby made to the record thereof for further particulars.
8. Agreement dated April 22, 1919 and recorded June 14, 1919 in Liber 37 of Miscellaneous Records, page 480, entered into by and between Carrie Losse and Charles Schlessinger, wherein the said Carrie Losse agrees to supply the said Charles Schlessinger with water for irrigation purposes, and reference is hereby made to the record thereof for further particulars.
9. Right of way for electric transmission lines as granted by Austin N. Losse, Weir C. Losse and Anita R. Losse, husband and wife, Vivian Losse Blair, a widow, Beatrice Blair Steinbeck and Carolyn Losse Blair, to Pacific Gas and Electric Company, a corporation, by Deed dated October 25, 1941 and recorded November 14, 1941 in Book 1070 of Official Records, page 106, and reference is hereby made to the record thereof for further particulars.

10. Right of Way for electric transmission lines, etc. as granted by San Jose Abstract & Title Insurance Co., a corporation, to Pacific Gas and Electric Company, a corporation, by Deed dated February 25, 1954 and recorded February 26, 1954 in Book 2822 of Official Records, page 265, and reference is hereby made to the record thereof for further particulars.

SCHEDULE C

Description of land in the County of Santa Clara, State of California, title to which is insured by this policy:

An easement for public road and highway over and along those certain parcels of land situated in the County of Santa Clara, State of California, and being described as follows:

PARCEL NO. 1: Beginning at a point in the center line of Burns Avenue as said Burns Avenue is shown and designated on that certain map entitled, "Map of I. J. Trumans Subdivision No. 2", filed for record in Volume F3 of Maps, at page 99, Records of Santa Clara County, California, distant thereon S. $0^{\circ} 01' W.$ 30.00 feet from the intersection of the center line of Burns Avenue with the center line of Fremont Avenue; thence S. $89^{\circ} 48' W.$ along the Southerly line of Fremont Avenue 308.40 feet to a point in the Easterly line of the lands conveyed by Christine Kircher to John Charles Kircher, by deed dated October 11, 1910 and recorded July 15, 1925 in Volume 171 of Official Records, at page 98, Records of Santa Clara County, California; thence Southerly along the above described Easterly line of the lands now or formerly of Kircher, S. $30^{\circ} 58' E.$ 13.97 feet to a point; thence Easterly along a line parallel to and distant 12.00 feet Southerly at right angles from the Southerly line of Fremont Avenue (60.00 feet wide) N. $89^{\circ} 48' E.$ 301.21 feet to a point in the center line of Burns Avenue; said center line of Burns Avenue being the Easterly line of the lands now or formerly of A. T. Losse et al; thence North $0^{\circ} 01' E.$ along the center line of Burns Avenue 12.00 feet to the point of beginning, containing approximately 0.084 acres of land and being a portion of Section 3 Township 7 South Range 2 West M.D.B. & M.

PARCEL NO. 2: Beginning at the point of intersection of the Westerly line of the land conveyed by Manuel O. Ponce and Emma A. Ponce, to Stauffer Chemical Company, by deed dated February 11, 1946 and recorded February 16, 1946 in Volume 1331 of Official Records, at page 256, and the Northerly line of Fremont Avenue (60.00 feet wide); thence from said point of beginning Westerly along the Northerly line of Fremont Avenue S. $89^{\circ} 48' W.$ 159.31 feet to the point of intersection of the Northerly line of Fremont Avenue and the Easterly line of the lands conveyed by Harold O. Willson & Harriet M. Willson to J. C. Willson and Mabel E. Willson, wife by deed dated August 23, 1938 and recorded August 25, 1938 in Volume 892 of Official Records at page 113, Records of Santa Clara County, California; thence Northerly along the Easterly line of the lands now or formerly of Willson N. $15^{\circ} 45' W.$ 12.46 feet to a point; thence Easterly along a line parallel to and distant 12.00 feet Northerly measured at right angles from the Northerly line of Fremont Avenue (60.00 feet wide) N. $89^{\circ} 48' E.$ 154.79 feet to a point in the Westerly line of the above mentioned lands now or formerly of Stauffer Chemical Company; thence Southerly along the Westerly line of the land now or formerly of Stauffer Chemical Company, S. $33^{\circ} 26' E.$ 14.35 feet to the point of beginning. Containing approximately 0.043 acres of land and being a portion of Section 3 Township 7 South Range 2 West M.D.B. & M.

SAN JOSE, CALIFORNIA

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STIPULATIONS

1. SCOPE OF COVERAGE

This policy does not insure against, and the Company will not be liable for loss or damage created by or arising out of any of the following: (a) defects, liens, claims, encumbrances, or other matters which result in no pecuniary loss to the insured; (b) defects, liens, encumbrances, or other matters created or occurring subsequent to the date hereof; (c) defects, liens, encumbrances, or other matters created or suffered by the insured claiming such loss or damage; or (d) defects, liens, claims, encumbrances, or other matters existing at the date of this policy and known to the insured claiming such loss or damage, either at the date of this policy or at the date such insured claimant acquired an estate or interest insured by this policy, unless such defect, lien, claim, encumbrance or other matter shall have been disclosed to the Company in writing prior to the issuance of this policy or appeared at the date of this policy on the public records. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

2. DEFENSE OF ACTIONS. NOTICE OF ACTIONS OR CLAIMS TO BE GIVEN BY THE INSURED

The Company at its own cost shall defend the in-

sured in all litigation consisting of actions or proceedings against the insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of said land in satisfaction of any indebtedness, the owner of which is insured by this policy, which litigation is founded upon a defect, lien, encumbrance, or other matter insured against by this policy, and may pursue such litigation to final determination in the court of last resort. In case any such litigation shall become known to any insured, or in case knowledge shall come to any insured of any claim of title or interest which is adverse to the title as insured or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, such insured shall notify the Company thereof in writing. If such notice shall not be given to the Company at least two days before the appearance day in any such litigation, or if such insured shall not, in writing, promptly notify the Company of any defect, lien, encumbrance, or other matter insured against, or of any such adverse claim which shall come to the knowledge of such insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each insured having such knowledge shall cease and terminate; provided, however, that failure to so notify the Company shall in no case prejudice the claim of any insured unless the Com-

pany shall be actually prejudiced by such failure. The Company shall have the right 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, or any insured lien or charge, as insured. In all cases where this policy permits or requires the Company to prosecute or defend any action or proceeding, the insured shall secure to it in writing the right to so prosecute or defend 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 assist the Company in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, prosecuting or defending such action or proceeding, to such extent and in such manner as is deemed desirable by the Company, and the Company shall reimburse the insured for any expense so incurred. The Company shall be subrogated to and be entitled to all costs and attorneys' fees incurred or expended by the Company, which may be recoverable by the insured in any litigation carried on by the Company on behalf of the insured. The word "knowledge" in this paragraph means actual knowledge, and does not refer to constructive knowledge or notice which may be imputed by the public records.

3. NOTICE OF LOSS. LIMITATION OF ACTION

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 ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained against the Company until after full compliance by the insured with all the conditions imposed on the insured by this policy, nor unless commenced within twelve months after receipt by the Company of such written statement.

4. OPTION TO PAY, SETTLE, OR COMPROMISE CLAIMS

The Company reserves the option to pay, settle, or compromise for, or in the name of, the insured, any claim insured against or to pay this policy in full at any time, and payment or tender of payment of the full amount of this policy, together with all accrued costs which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder, including all obligations of the Company with respect to any litigation pending and subsequent costs thereof.

5. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, it shall be subrogated to and be entitled to all rights, securities, 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, securities, and remedies in the proportion which said payment bears to the amount of said loss. In either event the insured shall transfer, or cause to be transferred, to the Company such rights, securities, and remedies, and shall permit the Company to use the name of the insured in any transaction or litigation involving such rights, securities, or remedies.

6. OPTION TO PAY INSURED OWNER OF INDEBTEDNESS AND BECOME OWNER OF SECURITY

The Company has the right and option, in case any

loss is claimed under this policy by an insured owner of an indebtedness secured by mortgage or deed of trust, to pay such insured the indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such insured shall at once assign and transfer to the Company, said mortgage or deed of trust and the indebtedness thereby secured, and such payment shall terminate all liability under this policy to such insured.

7. PAYMENT OF LOSS AND COSTS OF LITIGATION. INDORSEMENT OF PAYMENT ON POLICY

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 in litigation carried on by the insured with the written authorization of the Company, but not otherwise. The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the insured and costs which the Company is obligated hereunder to pay, and in no case shall such total liability exceed the amount of this policy and said costs. All payments under this policy shall reduce the amount of the insurance pro tanto, and payment of loss or damage to an insured owner of indebtedness shall reduce, to that extent, the liability of the Company to the insured owner of said land. No payment may be demanded by any insured without producing this policy for indorsement of such payment.

8. MANNER OF PAYMENT OF LOSS TO INSURED

Loss under this policy shall be payable, first, to any insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in order of priority therein shown, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter any loss shall be payable to the other insured, and if more than one, then to such insured ratably as their respective interests may appear. If there be no such insured owner of indebtedness, any loss shall be payable to the insured, and if more than one, to such insured ratably as their respective interests may appear.

9. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "named insured": the persons and corporations named as insured on the first page of this policy;
- (b) "the insured": such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in Schedule B, the owner of which indebtedness is named herein as an insured, (2) any such owner or successor in ownership of any such indebtedness who acquires the land described in Schedule C or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, (3) any governmental agency or instrumentality acquiring said land under an insurance contract or guarantee insuring or guaranteeing said indebtedness or any part thereof, and (4) any person or corporation deriving an estate or interest in said land as an heir or devisee of a named insured or by reason of the dissolution, merger, or consolidation of a corporate named insured;
- (c) "land": the land described specifically or by reference in Schedule C and improvements affixed thereto which by law constitute real property;
- (d) "date": the exact day, hour and minute specified in the first line of Schedule A (unless the context clearly requires a different meaning);
- (e) "taxing agency": the State and each county, city and county, city and district in which said land or some part thereof is situated that levies taxes or assessments on real property;
- (f) "public records": those public records which, under the recording laws, impart constructive notice of matters relating to said land.

10. WRITTEN INDORSEMENT REQUIRED TO CHANGE POLICY

No provision or condition of this policy can be waived or changed except by writing indorsed hereon or attached hereto signed by the President, a Vice-President, the Secretary, or an Assistant Secretary 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.

SAN JOSE ABSTRACT

& TITLE INSURANCE CO.

76 NORTH FIRST STREET
SAN JOSE 15, CALIF.

AND

WESTERN

TITLE INSURANCE AND

GUARANTY COMPANY

240 VAN NESS AVENUE
SAN FRANCISCO, CALIF.

POLICY OF TITLE INSURANCE

Fremont Ave.
#303

County of Santa Clara

On this 16th day of July in the year one thousand nine hundred and Fifty-Seven
before me, June Maiwald a Notary Public in and for the

County of Santa Clara, State of California, residing therein,
duly commissioned and sworn, personally appeared R. R. Zellick and
A. Martin

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

June Maiwald

Notary Public in and for the Santa Clara County of State of California

COMMENCING at the point of intersection of the center line of the Saratoga-Sunnyvale Road, formerly Mountain View-Saratoga Road, also known as State Highway IV-SC1-114-A, with the center line of Fremont Avenue, also known as Boyter Road, as said roads are shown on that certain Map entitled, "Map of J. C. Mulligan Subdivision No. 2", filed on June 6, 1906 in Book L of Maps, page 39, Santa Clara County Records; thence along said center line of Fremont Avenue, North $89^{\circ} 50' 25''$ East 232.13 feet; thence South $0^{\circ} 57' 18''$ West 30 feet to the old Southerly side line of Fremont Avenue, 60 feet wide, and the true point of beginning; thence South $89^{\circ} 50' 25''$ West and along said Southerly side line, 140.91 feet to a $3/4$ inch iron pipe; thence on a curve to the left tangent to the preceding course at the said iron pipe, with a radius of 40 feet, through a central angle of $88^{\circ} 53' 07''$, and an arc length of 62.05 feet to a line parallel with and distant 36 feet Easterly, measured at right angles from the "A5" line of the Department of Public Works Survey for the State Highway in the aforementioned Saratoga-Sunnyvale Road; thence along said parallel line South $0^{\circ} 57' 18''$ West 155.17 feet; thence North $89^{\circ} 50' 25''$ East 16.01 feet; thence North $2^{\circ} 08' 51''$ East 125.03 feet to a point; thence on a curve to the right tangent to the preceding course at the last named point, with a radius of 49.00 feet and an arc length of 73.04 feet, through a central angle of $85^{\circ} 24' 08''$; thence North $87^{\circ} 32' 59''$ East 115.61 feet; thence North $0^{\circ} 57' 18''$ East 18.43 feet to the true point of beginning; being a portion of Lot 2 of the aforementioned Mulligan Subdivision No. 2, containing approximately 0.163 acres.

STATE OF CALIFORNIA,

County of Santa Clara

} ss.

On this 16th day of July in the year one thousand nine hundred and Fifty-Seven

before me, June Maiwald

a Notary Public in and for the

County of Santa Clara, State of California, residing therein,
duly commissioned and sworn, personally appeared Tom N. Tibbs, Sr.

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

June Maiwald

Notary Public in and for the

County of

Santa Clara

State of California

STATE OF CALIFORNIA,

County of Santa Clara

ss.

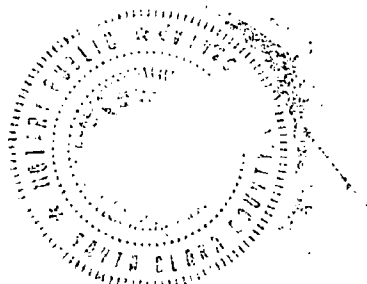
On this 16th day of July in the year one thousand nine hundred and Fifty-Seven
before me, June Maiwald

a Notary Public in and for the
County of Santa Clara, State of California, residing therein,
duly commissioned and sworn, personally appeared Guy W. Meek and
Lillian Meek, and Owen J. Murray and Garnet
Murray

known to me to be the person whose names are 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.

Notary Public in and for the County of Santa Clara
My Commission Expires June 4, 1961 State of California.



Fremont Rd No 393

DEED OF RIGHT OF WAY

GUY W. MEEK and LILLIAN MEEK, his wife, as joint tenants; OWEN J. MURRAY and GARNET MURRAY, his wife, as joint tenants; TOM N. TIBBS CO., a partnership and PINE & CO., a Partnership, 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:

1366670

FILED FOR RECORD
AT REQUEST OF

BOARD OF SUPERVISORS

1957 JUL 31 AM 10:49

BOOK 3856 PAGE 336
OFFICIAL RECORDS,
SANTA CLARA COUNTY

Sgt. C. Bully
RECORDER

L.H

THE FOREGOING deed WAS PRESENTED TO THE BOARD OF SUPERVISORS
THIS 29th DAY OF July 1957 AND UPON MOTION DULY SECONDED,
AND CARRIED, SAID deed WAS ACCEPTED AND ORDERED RECORDED.

Attest: RICHARD OLSON, Clerk of the Board

By: *[Signature]*

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) have executed this Deed this 12th day of July, 1957.

PINE & CO., a Partnership

By: *[Signature]*
A Partner

By: *[Signature]*
A Partner

5-CSL-7

[Signatures]
Tom N. Tibbs Co By Thomas N. Tibbs
Dorothea N. Tibbs
Owen J. Murray
Garnet J. Murray
X Guy W. Meek
X Lillian Meek

"Grantor(s)"

Meek, Murray, Tibbs & Pine

H-B

DEED OF RIGHT OF WAY

..... Road

No.

TO

COUNTY OF SANTA CLARA

Date Accepted:

....., 195.....

JUL 29 1957

DATE

APPROVED

RE: CE CC PC ENG

Fremont Ave.
R/W
Cd # 393

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Date: July 20, 1965

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

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

Project: Right-of-Way, General

Parcel No:

Grantor: Maria Sanfilippo

Deed Recorded: Date: Ser. No. 2858053
 Book:
 Page:

Tax cancellation forms have been forwarded to Assessor's
Office, cancelling taxes as of May 27, 1965.

SPENCER M. WILLIAMS
County Counsel

By Marvin G. Haun
~~County Counsel~~ Marvin G. Haun
~~Deputy County Counsel~~ Deputy County Counsel

MGH:dob

Copies:
Public Works - Right of Way Section
Agent: xxxxxx
County Counsel

8V1
000

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Date: July 22, 1965

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

Enclosed are a good and valuable insurance policy for
your permanent records for the following property acquisition:

Project: Santa Clara County

Parcel No:

Grantor: Santa Clara County

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

Tax cancellation forms have been forwarded to Assessor's

Office cancelling taxes as of _____

SPENCER M. WILLIAMS
County Counsel

BY

County Clerk
Title Office

Copies: Public Works - Right of Way Section
Agent: _____

SANTA CLARA
COUNTY OF
JUL 22 9 44 AM '65
RECEIVED
BOARD OF SUPERVISORS

STATE OF CALIFORNIA

County of SANTA CLARA

ss.

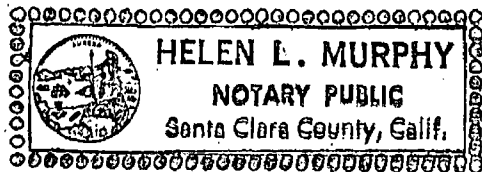
BOOK **6973** PAGE **648**

On this 28th day of April in the year one thousand nine hundred and Sixty-Five
before me, Helen L. Murphy, a Notary Public in and for the

County of Santa Clara, State of California, duly commissioned
and sworn, personally appeared Maria Sanfilippo, a Widow

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.



Helen L. Murphy

Notary Public in and for the County of Santa Clara

My Commission Expires 4-7-66 State of California

Return to: DEPT. OF PUBLIC WORKS
Attn: E. D. Hodge

BOOK 6973 PAGE 647

DEED OF RIGHT OF WAY

MARIA SANFILIPPO, a Widow, 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 an iron pipe standing in the Southwest corner of that certain parcel of land conveyed by Joseph H. Benevides, et ux to Rosella Powell Withgitt by Deed recorded November 19, 1946 in Book 1396 O.R. page 394 Santa Clara County Records, said pipe being in the northerly sideline of Fremont Avenue, as shown on that certain Map entitled "Map of the Cyrus Berry Subdivision" recorded in Book H of Maps, page 97 Santa Clara County Records; thence along said Northerly sideline of Fremont Avenue North 89° 00' West 83 feet more or less to the point of intersection with the centerline of Permanente Creek; thence along the centerline of Permanente Creek in a Northerly direction to a point that lies 60 feet measured perpendicular, from the centerline of said Fremont Road; thence parallel to the centerline of said Fremont Road South 89° 00' East 93 feet, more or less to the Southwesterly line of the above mentioned Withgitt parcel; thence South 18° 20' East along the Southwesterly line of the Withgitt parcel 31.79 feet more or less to the point of beginning.

2858053
BOOK 6973 PAGE 647

FILED FOR RECORD

AT REQUEST OF

MAY 27 2 55 PM 1955

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

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) has executed this Deed this 28th day of April, 1965.

Maria Sanfilippo

"Grantor(s)"

Sanfilippo, Maria

DEED OF RIGHT OF WAY

.....Road

No.....

.....
.....
.....

TO

COUNTY OF SANTA CLARA

Date Accepted:

....., 19.....

345
(Replaces 5-CSL-7)

RECEIVED
JUN 10 1965

DEPT. OF PUBLIC WORKS
COUNTY ENGINEER

RECEIVED
DEPT. OF PUBLIC WORKS
JUN 7 1965
COUNTY ENGINEER

RECEIVED
BOARD OF SUPERVISORS
JUL 22 9 44 AM '65
COUNTY OF
SANTA CLARA

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 June 15, 1964, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand
this 26th day of May, 19 65.

By

James T. Pott
JAMES T. POTT
Director of Public Works
County of Santa Clara

JTP:o's

3+

2000
JUN 15 1965
COUNTY OF SANTA CLARA

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 June 15, 1964, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand

this _____ day of _____, 19_____.

By _____
JAMES E. FORT
Director of Public Works
County of Santa Clara

SANTA CLARA
COUNTY OF
JUL 22 9 44 AM '65
BOARD OF SUPERVISORS
RECEIVED

JTF:os

OFFICE OF THE COUNTY COUNSEL

COUNTY OF SANTA CLARA

Date: December 23, 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^{Car} Widening *R/W*
Parcel No.: S-700294 (T.I)
Grantor: R.J.Ravizza & Rose C.Ravizza
Deed Recorded: Date: 10/14/63
Book: 6229
Page: 733

Tax cancellation forms have been forwarded to
Assessor's Office (December 23, 1963).

SPENCER M. WILLIAMS
County Counsel

By *Glenn Thompson*
Deputy County Counsel

GJT/gc:

Copies:

Public Works - Right of Way Section
County Counsel

8/63

RECEIVED
COUNTY COUNSEL
DEC 24 1963
RECEIVED
COUNTY COUNSEL
DEC 24 1963

OFFICE OF THE COUNTY CLERK

CLERK OF THE COUNTY

CLERK OF THE COUNTY

CLERK OF THE COUNTY

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COUNTY OF SANTA CLARA

RECEIVED
BOARD OF SUPERVISORS
DEC 24 1 46 PM '63

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CLERK OF THE COUNTY

CLERK OF THE COUNTY

POLICY OF TITLE INSURANCE

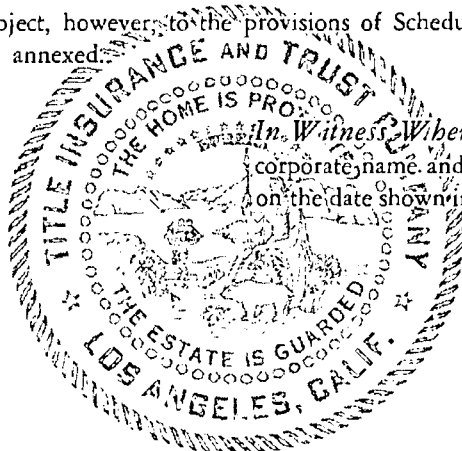
ISSUED BY

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

Richard H. Boulett

PRESIDENT

Attest

Richard H. Boulett

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 \$ 997.50

Effective

Date October 14, 1963 at 11:30 a.m. Policy No. B-700295

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. 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 and right of way for the purpose of transporting water over and across premises, as contained in the Agreement executed by and between Manuel Ruiz and Catherine B. Ruiz, his wife and Antonio B. Bernal and Mary G. Bernal, his wife, dated March 7, 1949, recorded March 24, 1949 in Book 1763 Official Records, page 28, reference to the record thereof is hereby made for further particulars.
4. Thirty-five foot future street line on Fremont Avenue as shown on the Record of Survey herein referred to.

SCHEDULE C

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

All that real property situate in the County of Santa Clara,
State of California, 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 Ravizza, as the deed of said lands is filed for
record in Book 2488 Official Records, at page 454, 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 250.30 feet to the point
of intersection with the Easterly line of said lands of Ravizza;

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, 250.30 feet, to the Point
of Beginning.

Containing a net area of 2503 square feet.

JEM

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

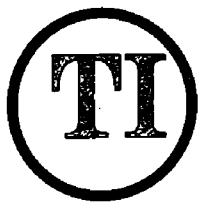
All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles 54, California.

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



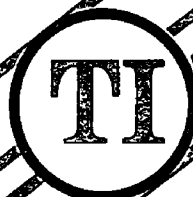
Title Insurance and Trust Company

FOUNDED IN 1893



POLICY OF TITLE INSURANCE

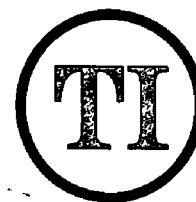
*Offering complete title services throughout the
state of California with just one local call.*



*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



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

2499597

700295

311-2-21

GRANT DEED

BOOK 6229 PAGE 733

D.H.
R. J. RAVIZZA and ROSE C. RAVIZZA, 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:

BEGINNING at the point of intersection of the
centerline of Fremont Avenue, with the Northerly
prolongation of the Westerly line of the lands of
Ravizza, as the deed of said lands is filed for
record in Book 2488 Official Records, at page 454,
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 250.30
feet to the point of intersection with the Easterly
line of said lands of Ravizza;

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, 250.30
feet, to the Point of Beginning.

Containing a net area of 2503 square feet.

DATED: September 16, 1963

TO 447C (523)
(Individual)

STATE OF CALIFORNIA
COUNTY OF Santa Clara } SS.
X On September 16, 1963 before me, the under-
signed, a Notary Public in and for said County and State, personally
appeared R. J. Ravizza and Rose C. Ravizza
Ravizza

_____, 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.

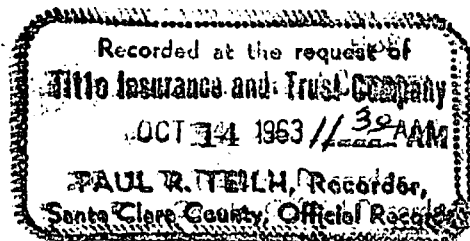
(Seal)
X Signature JEANNINE BAZARD
NOTARY PUBLIC
Name (Typed or Printed) Calif. _____
Notary Public in and for said County and State

STAPLE HERE

R. J. Ravizza
R. J. Ravizza

Rose C. Ravizza
Rose C. Ravizza

Rose C. Ravizza
2499597



BOOK 6229 PAGE 733

Ravizza, R.J.

D.H.

CERTIFICATE OF ACCEPTANCE

BOOK 6229 PAGE 734

(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 21st day of May, 196³2.

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

JRK:meb
Revision of 1/4/62

34 a

Date May 20, 1963

Project Fremont Avenue ^{R/W} Widening

Mr. and Mrs. R. J. Ravizza
1135 Yosemite Avenue
San Jose, California

Subject: Agreement for Acquisition of Property
with R. J. Ravizza and Rose C. Ravizza, his wife.

Dear Mr. and Mrs. Ravizza:

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.

BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TITLE COMPANY
CONTROLLER
PUBLIC WORKS

Project: Fremont Avenue Widening

Parcel No.: -24-22

Grantor: RAVIZZA

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

342
The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and R. J. RAVIZZA and ROSE C. RAVIZZA, 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 NINETY SEVEN AND 50/100
(\$ 997⁵⁰).

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 those shown as First and Fourth Exceptions in that certain Preliminary Title Report dated as of December 7, 1962 issued by Title Insurance and Trust Company (Order No. S700295).

and agrees that said deed will be deposited with the _____ Title Insurance Company in escrow account no. S-700295 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: Ravizza
Counsel

CC OWNER
COUNSEL (2)

Date MAY 20 1963

APPROVED 10/12

RE: CE CC PC DPW FLD

NO.

ARSTARS

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 MAY 20 1963, 19____.

COUNTY OF SANTA CLARA

By Martin J. Spangler
Chairman of the Board of Supervisors
Chairman pro tem

Executed by the Owner this 25 day of April, 1963.

R. J. Raviza
Rose C. Raviza
Owner

1135 Yosemite Avenue
San Jose, California

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

By Spencer M. Williams
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:

BEGINNING at the point of intersection of the centerline of Fremont Avenue, with the Northerly prolongation of the Westerly line of the lands of Ravizza, as the deed of said lands is filed for record in Book 2488 Official Records, at page 454, 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 250.30 feet to the point of intersection with the Easterly line of said lands of Ravizza;

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, 250.30 feet, to the Point of Beginning.

Containing a net area of 2503 square feet.

EXHIBIT "A"

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: _____ ABSTAINS: _____

ABSENT: _____

Ravizza, R. J.

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 Ravizza as the deed of said lands is filed for record in Book 2488 Official Records at page 454 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;

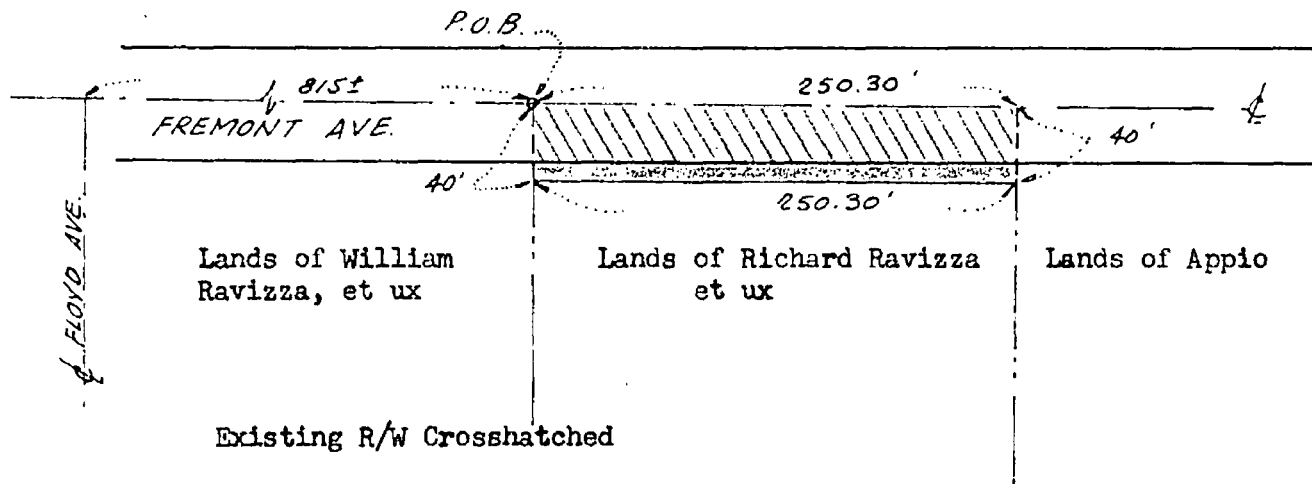
Thence Easterly along said parallel line 250.30 feet to the point of intersection with the Easterly line of said lands of Ravizza;

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, 250.30 feet, to the point of beginning.

Excluding therefrom those portions previously dedicated for Public Street Purposes.

Containing a net area of 2503 square feet.



SCALE: 1" = 100'

WRITTEN	<u>C. Jones</u>	<u>9-18-62</u>
CHECKED	<u>G. I. S.</u>	<u>9-27-62</u>
DRAWN	<u>C. Jones</u>	<u>9-28-62</u>
CHECKED	<u>G. I. S.</u>	<u>10-3-62</u>

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

DATE 10-3-62

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.

OFFICE OF THE COUNTY COUNSEL

COUNTY OF SANTA CLARA

Date: May 31, 1968


TO: Clerk of the Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition, File No. 107

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

Project: Fremont Ave. Widening #393
Parcel No.: 21
Grantor: Wm. and Mary Ravizza
Deed Recorded: Date: 8/14/63 Ser.No.: 2460653
Book: 6147
Page: 144

Tax Cancellation forms have been forwarded to
Assessor's Office, cancelling taxes as of Unnecessary.

JOHN R. KENNEDY
County Counsel

By 
Gary F. Voecks
Title Officer

GFV: bc

Copies:

Public Works - Real Estate Division
Agent: Stern

21-1-3
C-1-1
JUN 31 1968
3882382

THE BOARD OF SUPERVISORS

OF THE COUNTY OF SANTA CLARA

DO HEREBY CERTIFY

THAT THE FOLLOWING IS A TRUE AND CORRECT COPY

OF THE RESOLUTION PASSED

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS

Held at the County Administration Center

on the 30th day of May, 1968

at the County Administration Center, San Jose, California

IN WITNESS WHEREOF

I, the County Clerk, have hereunto set my hand

and the seal of the County of Santa Clara

this 31st day of May, 1968

Attest my hand and the seal of the County of Santa Clara

this 31st day of May, 1968

County Clerk

By _____

County Clerk

San Jose, California

May 31, 1968

By _____

County Clerk

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

(Individual)

STATE OF CALIFORNIA } BOOK 6147 PG 145

COUNTY OF Santa Clara } SS.

On July 31, 1963 before me, the under-
signed, a Notary Public in and for said County and State, personally
appeared Mary Ravizza

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

WITNESS my hand and official seal.

(Seal)
Signature Jeannene Haggard
Jeannene Haggard
Name (Typed or Printed)

523 6-60 Notary Public in and for said County and State ✓

TO 444 C (111)

(Attorney in Fact)

STATE OF CALIFORNIA } SS.

COUNTY OF Santa Clara }

On July 31, 1963 before me, the under-
signed, a Notary Public in and for said County and State, personally
appeared Robert J. Ravizza

known to me to be the person whose name is
subscribed to the within instrument as the Attorney in fact of
William M. Ravizza, also known as
William Ravizza he subscribed the name of
William M. Ravizza thereto as
principal and his own name as Attorney in fact.

WITNESS my hand and official seal.

(Seal)
Signature Jeannene Haggard
Jeannene Haggard
Name (Typed or Printed)

Notary Public in and for said County and State X

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

2460653

BOOK

6147 PG 144

700294

311-2-20

GRANT DEED

WILLIAM RAVIZZA and MARY RAVIZZA, 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:

BEGINNING at the point of intersection of the centerline of Fremont Avenue, with the Northerly prolongation of the Westerly line of the lands of William Ravizza, et ux, as the deed of said lands is filed for record in Book 2338 Official Records, at page 419, 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 330.00 feet to the point of intersection with the Easterly line of said lands of Ravizza;

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, 330.00 feet, to the Point of Beginning.

Containing a net area of 3300 square feet.

DATED:

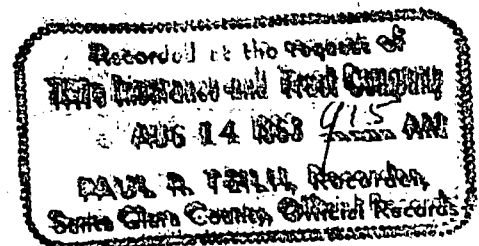
July 31, 1963

William M. Ravizza
by Robert J. Ravizza
his attorney in fact
Mary Ravizza

2460653

BOOK

6147 PG 144



D.H.

Ravizza, Wm + Mary

Fremont Ave.
RAVISSA
T.I. 5-700294
BOOK 6147 PG 146

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 21st day of May, 196³2.

By: James T. Hall
~~Director~~/Assistant Director of
Public Works of the County of
Santa Clara

JRK:mab

Revision of 1/4/62

Ravizza, Wm

POLICY OF TITLE INSURANCE

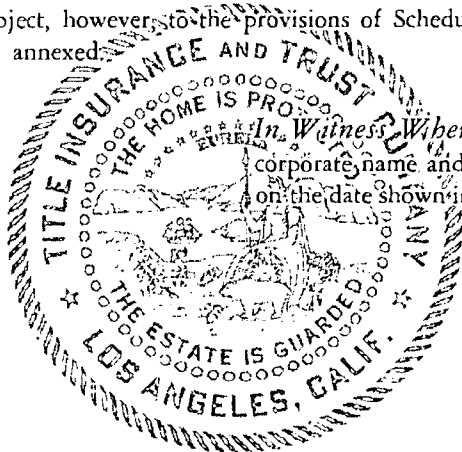
ISSUED BY

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

Richard H. Boulet

PRESIDENT

Attest

Richard H. Boulet

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 \$ 1,330.00

Effective August 14, 1963
Date at 9:15 a.m.
INSURED

Policy No. B-700294

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. 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".

SCHEDULE C

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

All that certain real property situated in the County of Santa Clara, State of California, 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 William Ravizza, et ux, as the deed of said lands is filed for record in Book 2338 Official Records, at page 419, 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 330.00 feet to the point of intersection with the Easterly line of said lands of Ravizza;

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, 330.00 feet, to the point of Beginning.

Containing a net area of 3300 square feet.

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

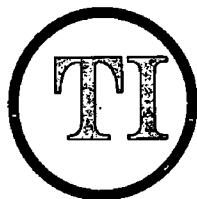
All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this policy or to its Home Office, 433 South Spring Street, Los Angeles 54, California.

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



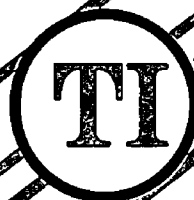
Title Insurance and Trust Company

FOUNDED IN 1893



POLICY OF TITLE INSURANCE

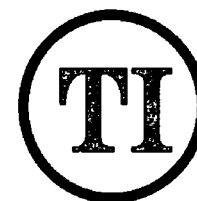
*Offering complete title services throughout the
state of California with just one local call.*



*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



#342

Date May 20, 1963

Project Fremont Avenue Widening

Mr. and Mrs. William Ravizza
11450 Wolfe Road
Cupertino, California

Subject: Agreement for Acquisition of Property
with William Ravizza and Mary Ravizza, his wife.

Dear Mr. and Mrs. Ravizza:

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.

BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TITLE COMPANY
CONTRACTOR
PUBLIC WORKS

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

Project: Fremont Avenue Widening

Parcel No.: 23 21

Grantor: RAVIZZA

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and WILLIAM RAVIZZA and MARY RAVIZZA, 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

THIRTEEN HUNDRED THIRTY AND 00/100
(\$ 1330.00).

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 First Exception in that certain Preliminary Title Report dated as of December 7, 1962 issued by Title Insurance and Trust Company (Order No. S-700294),

and agrees that said deed will be deposited with the Title Insurance Company in escrow account no. S-700294 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 cost shall be paid by Owner.

DATE MAY 20 1963

APPROVED 10/10

RE: CE CC PC DPW FLD

NO: ABSTAINS:

cc: Ravizza Wm
Counsel

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 MAY 20 1963, 19____.

COUNTY OF SANTA CLARA

By Martin J. Spangler
Chairman of the Board of Supervisors
Chairman pro tem

Executed by the Owner this 23rd day of April, 1963.

X William Rarizza

X Mary Rarizza

Owner

11450 Wolfe Rd
Cupertino

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

By Gerald J. 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:

BEGINNING at the point of intersection of the centerline of Fremont Avenue, with the Northerly prolongation of the Westerly line of the lands of William Ravizza, et ux, as the deed of said lands is filed for record in Book 2338 Official Records, at page 419, 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 330.00 feet to the point of intersection with the Easterly line of said lands of Ravizza;

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, 330.00 feet, to the Point of Beginning.

Containing a net area of 3300 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 (5)

APR 15 1963

ADOPT: _____ YES: L D M S Sz

NO: _____ ABSTAINS: _____

ABSENT: _____

Ravizza, Wm

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 William Ravizza, et ux as the deed of said lands is filed for record in Book 2338 Official Records at page 419 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;

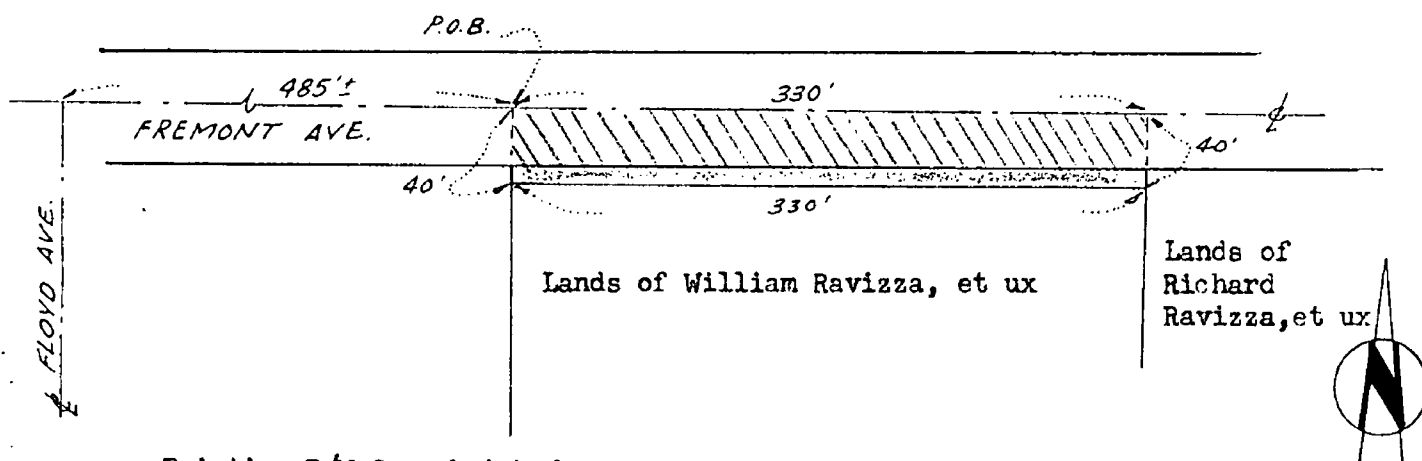
Thence Easterly along said parallel line 330.00 feet to the point of intersection with the Easterly line of said lands of Ravizza;

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, 330.00 feet, to the point of beginning.

Excluding therefrom those portions previously dedicated for Public Street Purposes.

Containing a net area of 3300 square feet.



Existing R/W Crosshatched

SCALE: 1" = 100'

WRITTEN	<u>C. Jones</u>	<u>9-18-62</u>
CHECKED	<u>G. I. S.</u>	<u>9-27-62</u>
DRAWN	<u>C. Jones</u>	<u>9-28-62</u>
CHECKED	<u>G. I. S.</u>	<u>10-1-62</u>

APPROVED: S. R. Miller
 Ass't. DIRECTOR OF PUBLIC WORKS

DATE 10-3-62

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.

Fremont Ave # 393

*23
513*

RESOLUTION ACCEPTING DEED

WHEREAS, JOHN CHARLES KIRCHER has tendered to COUNTY OF SANTA CLARA, State of California, a Deed of Right of Way for purposes of a road, which Deed is sufficient in form to convey title to that certain real property situate and being in the County of Santa Clara, State of California, more particularly described hereinbelow, to said County of Santa Clara, to-wit:

Beginning at the point of intersection of the Westerly line of the lands described in parcel No. 1 of that certain deed of gift from Vivian Losse Blair, a widow, to Beatrice Blair Steinbeck and Carolyn Losse Blair Keturakat, dated December 30, 1948 and recorded December 31, 1948 in Volume 1726 of Official Records at page 85, Records of Santa Clara County, California, and the Southerly line of Fremont Avenue (60.00 feet wide); thence Southerly along the Westerly line of the lands of now or formerly of A. T. Losse et al S 30° 58' E. 13.97 feet to a point; thence Westerly along a line parallel to and distant 12.00 feet Southerly at right angles from the Southerly line of Fremont Avenue (60.00 feet wide), S 89° 48' W 104.80 feet to a point in the Easterly line of Tract No. 1142, Christina Acres, as said Tract is shown and designated on that certain map filed for record April 7, 1953 in Volume 42 of Maps at page 14, Records of Santa Clara County, California; thence Northerly along said Easterly line of said Tract No. 1142 N 31° 05' 20" W 13.98 feet to a point in the Southerly line of Fremont Avenue (60.00 feet wide); thence Easterly along the Southerly line of Fremont Avenue (60.00 feet wide) N 89° 48' E 104.83 feet to the point of beginning; containing approximately 0.029 acres of land and being a portion of Section 3 Township 7 South Range 2 West M.D.B. & M.

NOW, THEREFORE, IT IS HEREBY RESOLVED that said Board of Supervisors of the County of Santa Clara accept said Deed so tendered to it; and

IT IS HEREBY FURTHER ORDERED that the Clerk of the Board of Supervisors be, and he is hereby authorized to record said Deed.

McD


FEB 28 1954 ROLL CALL: YES *B D G L* NO: _____

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 23rd day of February, 1954, by the following vote:

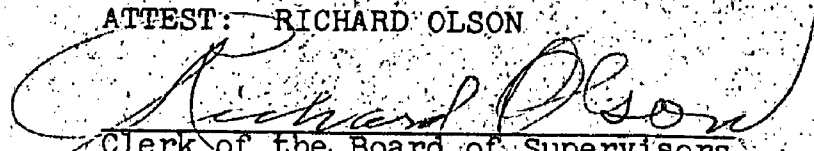
AYES: Supervisors, Brown, Della Maggiore, Gaspar, Levin, McKinnon

NOES: Supervisors, None

ABSENT: Supervisors, None


Chairman of the Board of Supervisors

ATTEST: RICHARD OLSON


Clerk of the Board of Supervisors

S\10\24
DKC:jag

Fremont Ave. No. 393
Resol-deed
J C Kircher

Order of the Board of Supervisors

WITNESSETH: RICHARD OLSON

Chairman of the Board of Supervisors

ABSENT: Supervisors, _____

NOES: Supervisors, _____

AYES: Supervisors, Brown, Della Harkness, Gander, Kelly, Middleton

Test, by the following vote:

of Santa Clara, State of California, this 33rd day of February,

PASSED AND ADOPTED by the Board of Supervisors of the County

Fremont Ave #393

This Indenture, Made the 5th day of March

in the year of our Lord, nineteen hundred and fifty-four BETWEEN

John Charles Kircher and Christine Kircher, his wife

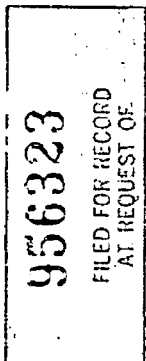
of the County of

State of California, the parties of the first part, and the COUNTY OF SANTA CLARA, a body politic and corporate and a political subdivision of the State of California, the party of the second part,

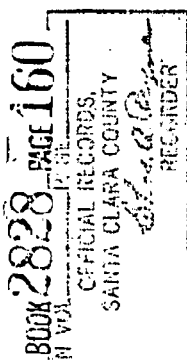
Witnesseth: That the said parties of the first part, for and in consideration of Ten and no one/hundredths-

do by these presents grant, convey, confirm and dedicate unto the said party of the second part, and to its successors and assigns forever, for use as a public road and highway, all that certain strip, piece and parcel of land, situate, lying and being in Road District Number, in the said County of Santa Clara, State of California, and bounded and particularly described as follows, to-wit:

Beginning at the point of intersection of the Westerly line of the lands described in parcel No. 1 of that certain deed of gift from Vivian Losse Blair, a widow, to Beatrice Blair Steinbeck and Carolyn Losse Blair Keturakat, dated December 30, 1948 and recorded December 31, 1948 in Volume 1726 of Official Records at page 85, Records of Santa Clara County, California, and the Southerly line of Fremont Avenue (60.00 feet wide); thence Southerly along the Westerly line of the lands of now or formerly of A. T. Losse et al S 30° 58' E 13.97 feet to a point; thence Westerly along a line parallel to and distant 12.00 feet Southerly at right angles from the Southerly line of Fremont Avenue (60.00 feet wide), S 89° 48' W 104.80 feet to a point in the Easterly line of Tract No. 1142, Christina Acres, as said Tract is shown and designated on that certain map filed for record April 7, 1953 in Volume 42 of maps at page 14, Records of Santa Clara County California; thence Northerly along said Easterly line of said Tract No. 1142 N 31° 05' 20" W 13.98 feet to a point in the Southerly line of Fremont Avenue (60.00 feet wide); thence Easterly along the Southerly line of Fremont Avenue (60.00 feet wide) N 89° 48' E 104.83 feet to the point of beginning; containing approximately 0.029 acres of land and being a portion of Section 3 Township 7 South Range 2 West M.D.B. & M.



San Jose Abstract & Title Insurance Co.
1954 MAR 8 AM 10:25



COMPARED

DH

Kircher, John C.

RESOLUTION ACCEPTING DEED

WHEREAS, JOHN CHARLES KIRCHER has tendered to COUNTY OF SANTA CLARA, State of California, a Deed of Right of Way for purposes of a road, which Deed is sufficient in form to convey title to that certain real property situate and being in the County of Santa Clara, State of California, more particularly described hereinbelow, to said County of Santa Clara, to-wit:

Beginning at the point of intersection of the Westerly line of the lands described in parcel No. 1 of that certain deed of gift from Vivian Losse Blair, a widow, to Beatrice Blair Steinbeck and Carolyn Losse Blair Keturakat, dated December 30, 1948 and recorded December 31, 1948 in Volume 1726 of Official Records at page 85, Records of Santa Clara County, California, and the Southerly line of Fremont Avenue (60.00 feet wide); thence Southerly along the Westerly line of the lands of now or formerly of A. T. Losse et al S 30° 58' E. 13.97 feet to a point; thence Westerly along a line parallel to and distant 12.00 feet Southerly at right angles from the Southerly line of Fremont Avenue (60.00 feet wide), S 89° 48' W 104.80 feet to a point in the Easterly line of Tract No. 1142, Christina Acres, as said Tract is shown and designated on that certain map filed for record April 7, 1953 in Volume 42 of Maps at page 14, Records of Santa Clara County, California; thence Northerly along said Easterly line of said Tract No. 1142 N 31° 05' 20" W 13.98 feet to a point in the Southerly line of Fremont Avenue (60.00 feet wide); thence Easterly along the Southerly line of Fremont Avenue (60.00 feet wide) N 89° 48' E 104.83 feet to the point of beginning; containing approximately 0.029 acres of land and being a portion of Section 3 Township 7 South Range 2 West M.D.B. & M.

NOW, THEREFORE, IT IS HEREBY RESOLVED that said Board of Supervisors of the County of Santa Clara accept said Deed so tendered to it; and

IT IS HEREBY FURTHER ORDERED that the Clerk of the Board of Supervisors be, and he is hereby authorized to record said Deed.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 23rd day of February, 1954, by the following vote:

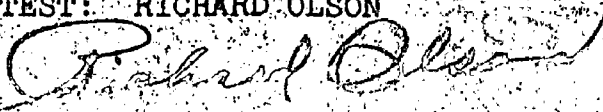
AYES: Supervisors, Brown, Della Maggiore, Gaspar, Levin, McKinnon.

NOES: Supervisors, None

ABSENT: Supervisors, None


Chairman of the Board of Supervisors

ATTEST: RICHARD OLSON


Clerk of the Board of Supervisors

The foregoing instrument is a
correct copy of the original
on file in this office

ATTEST: RICHARD OLSON
Clerk of the Board of Supervisors

By 

Dated FEB 23 1954

To Have and to Hold all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever, for use as a public highway.

In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

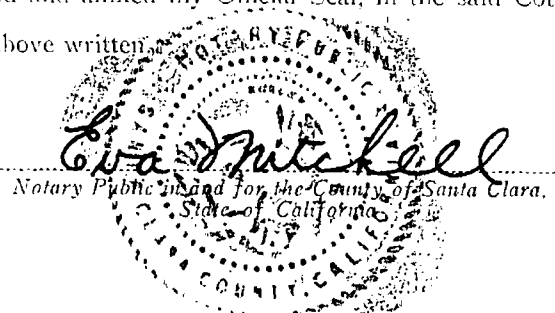
John Charles Kircher
Christine Kircher

State of California }
County of Santa Clara } SS.

On this 5th day of March, 1954, A.D. nineteen hundred and fifty-four, before me, Eva Mitchell, A Notary Public in and for said County of Santa Clara, residing therein, duly commissioned and sworn, personally appeared JOHN CHARLES KIRCHER and CHRISTINE KIRCHER, his wife

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

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, in the said County of Santa Clara the day and year in this certificate first above written.



(Over)

Return to
County Engineers
office

FREMONT AVENUE #393

DEED FOR ROAD

Road District No. 5

John C. Kirscher et al

TO
County of Santa Clara

Dated March 5, 1954 19

Recorded at the Request of

in Book.....of Deeds, Page.....

et seq....., 19.....

at.....min. past.....o'clock

.....M., Records of Santa Clara County,

State of California.

County Recorder

By.....

Deputy

Fremont Rd. Bridge
residing
(Kirchner)

SAN JOSE ABSTRACT & TITLE INSURANCE CO.
and
WESTERN TITLE INSURANCE AND GUARANTY COMPANY

Fee for Title Insurance and
examination of title \$ 33.00

POLICY NUMBER

27180

POLICY OF TITLE INSURANCE

SAN JOSE ABSTRACT & TITLE INSURANCE CO.

and

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

ORDER NUMBER

276866

HEREIN REFERRED TO AS THE COMPANY
FOR A VALUABLE CONSIDERATION, PAID FOR THIS POLICY OF TITLE INSURANCE

DO HEREBY INSURE

COUNTY OF SANTA CLARA

together with the persons and corporations included in the definition of "the insured" as set forth in the Stipulations of this policy, against loss or damage not exceeding

One Hundred Forty-four (144.00)

dollars,

which the insured shall sustain by reason of:

1. Title to the land described in Schedule C being vested, at the date hereof, otherwise than as herein stated; or
2. Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in Schedule B; or
3. Any defect in, or lien or encumbrance on, said title, existing at the date hereof, not shown or referred to in Schedule B; or
4. Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or
5. Priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in Schedule B, such mortgage or deed of trust being shown in the order of its priority in Part Two of Schedule B;

all subject, however, to Schedules A, B and C and the Stipulations herein, all of which schedules and stipulations are hereby made a part of this policy.

IN WITNESS WHEREOF, SAN JOSE ABSTRACT & TITLE INSURANCE CO. and WESTERN TITLE INSURANCE AND GUARANTY COMPANY have caused their corporate names and seals to be hereunto affixed by their duly authorized officers, the day and hour set forth in Schedule A hereof.

SAN JOSE ABSTRACT & TITLE INSURANCE CO.

By

F. Edwards

President.

By

A. Wildblood

Vice President.

AND

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By

A. Rosefort

President.

By

A. Wildblood

Vice President.

SCHEDULE A

On March 8, 1954 at 10:25 o'clock, a. m., the title to
the land described in Schedule C is vested in: COUNTY OF SANTA CLARA

SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust shown in Part Two is expressly insured in Paragraphs numbered 4 and 5 on the first page of this policy.

PART ONE: This part of Schedule B refers to matters which, if any such exist, may affect the title to said land, but which are not shown in this policy:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing agency or by the public records; and easements, liens, or encumbrances which are not shown by the public records.
2. Rights or claims of persons in possession of said land which are not shown by the public records.
3. 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 or by a correct survey.
4. Mining claims, reservations in patents, water rights, claims or title to water.
5. Any laws, governmental acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, or any zoning ordinances prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.

PART TWO: This part of Schedule B shows liens, encumbrances, defects and other matters affecting the title to said land or to which said title is subject:

1. Taxes for the fiscal year 1954-1955 a lien, but not yet due or payable.

SCHEDULE C

Description of land in the
title to which is insured by this policy:

County of Santa Clara State of California,

An easement for use as a public road and highway over that certain strip, piece and parcel of land situate in the County of Santa Clara, State of California and bounded and more particularly described as follows, to wit:

Beginning at the point of intersection of the Westerly line of the lands described in Parcel No. 1 of that certain Deed of Gift from Vivian Losse Blair, a widow to Beatrice Blair Steinbeck and Carolyn Losse Blair Keturakat, dated December 30, 1948 and recorded December 31, 1948 in Volume 1726 of Official Records, page 85, Records of Santa Clara County, California, and the Southerly line of Fremont Avenue (60.00 feet wide) thence Southerly along the Westerly line of the lands of now or formerly of A.T. Losse, et al, S. 30° 58' E. 13.97 feet to a point; thence Westerly along a line parallel to and distant 12.00 feet Southerly at right angles from the Southerly line of Fremont Avenue (60.00 feet wide) S. 89° 48' W. 104.80 feet to a point in the Easterly line of Tract No. 1142, Christina Acres, as said Tract is shown and designated on that certain Map filed for record April 7, 1953 in Volume 42 of Maps, at page 14, Records of Santa Clara County, California; thence Northerly along said Easterly line of said Tract No. 1142 N. 31° 05' 20" W. 13.98 feet to a point in the Southerly line of Fremont Avenue (60.00 feet wide), thence Easterly along the Southerly line of Fremont Avenue (60.00 feet wide) N. 89° 48' E. 104.83 feet to the point of beginning; containing approximately 0.029 acres of land and being a portion of Section 3 Township 7 South, Range 2 West M.D.B. & M.

STIPULATIONS

1. SCOPE OF COVERAGE

This policy does not insure against, and the Company will not be liable for loss or damage created by or arising out of any of the following: (a) defects, liens, claims, encumbrances, or other matters which result in no pecuniary loss to the insured; (b) defects, liens, encumbrances, or other matters created or occurring subsequent to the date hereof; (c) defects, liens, encumbrances, or other matters created or suffered by the insured claiming such loss or damage; or (d) defects, liens, claims, encumbrances, or other matters existing at the date of this policy and known to the insured claiming such loss or damage, either at the date of this policy or at the date such insured claimant acquired an estate or interest insured by this policy, unless such defect, lien, claim, encumbrance or other matter shall have been disclosed to the Company in writing prior to the issuance of this policy or appeared at the date of this policy on the public records. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

2. DEFENSE OF ACTIONS. NOTICE OF ACTIONS OR CLAIMS TO BE GIVEN BY THE INSURED

The Company at its own cost shall defend the in-

sured in all litigation consisting of actions or proceedings against the insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of said land in satisfaction of any indebtedness, the owner of which is insured by this policy, which litigation is founded upon a defect, lien, encumbrance, or other matter insured against by this policy, and may pursue such litigation to final determination in the court of last resort. In case any such litigation shall become known to any insured, or in case knowledge shall come to any insured of any claim of title or interest which is adverse to the title as insured or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, such insured shall notify the Company thereof in writing. If such notice shall not be given to the Company at least two days before the appearance day in any such litigation, or if such insured shall not, in writing, promptly notify the Company of any defect, lien, encumbrance, or other matter insured against, or of any such adverse claim which shall come to the knowledge of such insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each insured having such knowledge shall cease and terminate; provided, however, that failure to so notify the Company shall in no case prejudice the claim of any insured unless the Com-

pany shall be actually prejudiced by such failure. The Company shall have the right 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, or any insured lien or charge, as insured. In all cases where this policy permits or requires the Company to prosecute or defend any action or proceeding, the insured shall secure to it in writing the right to so prosecute or defend 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 assist the Company in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, prosecuting or defending such action or proceeding, to such extent and in such manner as is deemed desirable by the Company, and the Company shall reimburse the insured for any expense so incurred. The Company shall be subrogated to and be entitled to all costs and attorneys' fees incurred or expended by the Company, which may be recoverable by the insured in any litigation carried on by the Company on behalf of the insured. The word "knowledge" in this paragraph means actual knowledge, and does not refer to constructive knowledge or notice which may be imputed by the public records.

3. NOTICE OF LOSS. LIMITATION OF ACTION

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 ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained against the Company until after full compliance by the insured with all the conditions imposed on the insured by this policy, nor unless commenced within twelve months after receipt by the Company of such written statement.

4. OPTION TO PAY, SETTLE, OR COMPROMISE CLAIMS

The Company reserves the option to pay, settle, or compromise for, or in the name of, the insured, any claim insured against or to pay this policy in full at any time, and payment or tender of payment of the full amount of this policy, together with all accrued costs which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder, including all obligations of the Company with respect to any litigation pending and subsequent costs thereof.

5. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, it shall be subrogated to and be entitled to all rights, securities, 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, securities, and remedies in the proportion which said payment bears to the amount of said loss. In either event the insured shall transfer, or cause to be transferred, to the Company such rights, securities, and remedies, and shall permit the Company to use the name of the insured in any transaction or litigation involving such rights, securities, or remedies.

6. OPTION TO PAY INSURED OWNER OF INDEBTEDNESS AND BECOME OWNER OF SECURITY

The Company has the right and option, in case any

loss is claimed under this policy by an insured owner of an indebtedness secured by mortgage or deed of trust, to pay such insured the indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such insured shall at once assign and transfer to the Company, said mortgage or deed of trust and the indebtedness thereby secured, and such payment shall terminate all liability under this policy to such insured.

7. PAYMENT OF LOSS AND COSTS OF LITIGATION. INDORSEMENT OF PAYMENT ON POLICY

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 in litigation carried on by the insured with the written authorization of the Company, but not otherwise. The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the insured and costs which the Company is obligated hereunder to pay, and in no case shall such total liability exceed the amount of this policy and said costs. All payments under this policy shall reduce the amount of the insurance pro tanto, and payment of loss or damage to an insured owner of indebtedness shall reduce, to that extent, the liability of the Company to the insured owner of said land. No payment may be demanded by any insured without producing this policy for indorsement of such payment.

8. MANNER OF PAYMENT OF LOSS TO INSURED

Loss under this policy shall be payable, first, to any insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in order of priority therein shown, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter any loss shall be payable to the other insured, and if more than one, then to such insured ratably as their respective interests may appear. If there be no such insured owner of indebtedness, any loss shall be payable to the insured, and if more than one, to such insured ratably as their respective interests may appear.

9. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "named insured": the persons and corporations named as insured on the first page of this policy;
- (b) "the insured": such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in Schedule B, the owner of which indebtedness is named herein as an insured, (2) any such owner or successor in ownership of any such indebtedness who acquires the land described in Schedule C or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, (3) any governmental agency or instrumentality acquiring said land under an insurance contract or guarantee insuring or guaranteeing said indebtedness or any part thereof, and (4) any person or corporation deriving an estate or interest in said land as an heir or devisee of a named insured or by reason of the dissolution, merger, or consolidation of a corporate named insured;
- (c) "land": the land described specifically or by reference in Schedule C and improvements affixed thereto which by law constitute real property;
- (d) "date": the exact day, hour and minute specified in the first line of Schedule A (unless the context clearly requires a different meaning);
- (e) "taxing agency": the State and each county, city and county, city and district in which said land or some part thereof is situated that levies taxes or assessments on real property;
- (f) "public records": those public records which, under the recording laws, impart constructive notice of matters relating to said land.

10. WRITTEN INDORSEMENT REQUIRED TO CHANGE POLICY

No provision or condition of this policy can be waived or changed except by writing indorsed hereon or attached hereto signed by the President, a Vice-President, the Secretary, or an Assistant Secretary 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.

SAN JOSE ABSTRACT

& TITLE INSURANCE CO.

76 NORTH FIRST STREET
SAN JOSE 15, CALIF.

AND

WESTERN

TITLE INSURANCE AND

GUARANTY COMPANY

240 VAN NESS AVENUE
SAN FRANCISCO, CALIF.

POLICY OF TITLE INSURANCE

#342

Date May 20, 1963

Project Fremont Avenue Widening

Mr. and Mrs. Alex Kozak
1501 Fremont Road
Sunnyvale, California

Subject: Agreement for Acquisition of Property
with Alex Kozak and Katherine L. Kozak, his wife.

Dear Mr. and Mrs. Kozak:

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.

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

Project: Fremont Avenue Widening

Parcel No.: 20

Grantor: KOZAK

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

342 The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and ALEX KOZAK and KATHERINE L. KOZAK, 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

EIGHT HUNDRED AND 00/100
(\$ 800.00).

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 -

and agrees that said deed will be deposited with the and Trust Title Insurance Company in escrow account no. S-700293 not later than 90 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 shall be paid by Owner.

cc OWNER
COUNSEL (2)

Date MAY 20 1963
APPROVED [Signature]
RE: CE CC PC DPW FLD
NO: ABSTAINS:

Kozak

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 MAY 20 1963, 19____.

COUNTY OF SANTA CLARA

By Mart J Spangler
Chairman of the Board of Supervisors
Chairman pro tem

Executed by the Owner this 16th day of April, 1963.

x Alex Kozak
Katherine L. Kozak
Owner

1501 Fremont Rd
Sunnyvale, Calif

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

By Geralee 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:

BEGINNING at the point of intersection of the centerline of Fremont Avenue (60.00 feet wide) with the Northerly prolongation of the Westerly line of the lands of Alex Kozak, et ux, as the deed of said lands is filed for record in Book 5291 Official Records, at page 77, in the Office of the Recorder of said County;

Thence Southerly along said Northerly prolongation and Westerly line, 43.00 feet to the point of intersection with a line which is parallel with and distant Southerly 43.00 feet from said centerline of Fremont Avenue;

Thence Easterly along said parallel line 60.00 feet to the point of intersection with the easterly line of said lands of Kozak;

Thence Northerly along said Easterly line, 43.00 feet to the point of intersection with said centerline of Fremont Avenue;

Thence Westerly along said centerline, 60.00 feet to the Point of Beginning.

Containing a net area of 780 square feet.

EXHIBIT "A"

#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: _____ ABSTAINS: _____

ABSENT: _____

Kozak, alex

LEGAL DESCRIPTION

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 centerline of Fremont Avenue (60.00 feet wide) with the Northerly prolongation of the Westerly line of the lands of Alex Kozak et ux, as the deed of said lands is filed for record in Book 5291 Official Records, at page 77, in the Office of the Recorder of said County;

Thence Southerly along said Northerly prolongation and Westerly line, 43.00 feet to the point of intersection with a line which is parallel with and distant Southerly 43.00 feet from said centerline of Fremont Avenue;

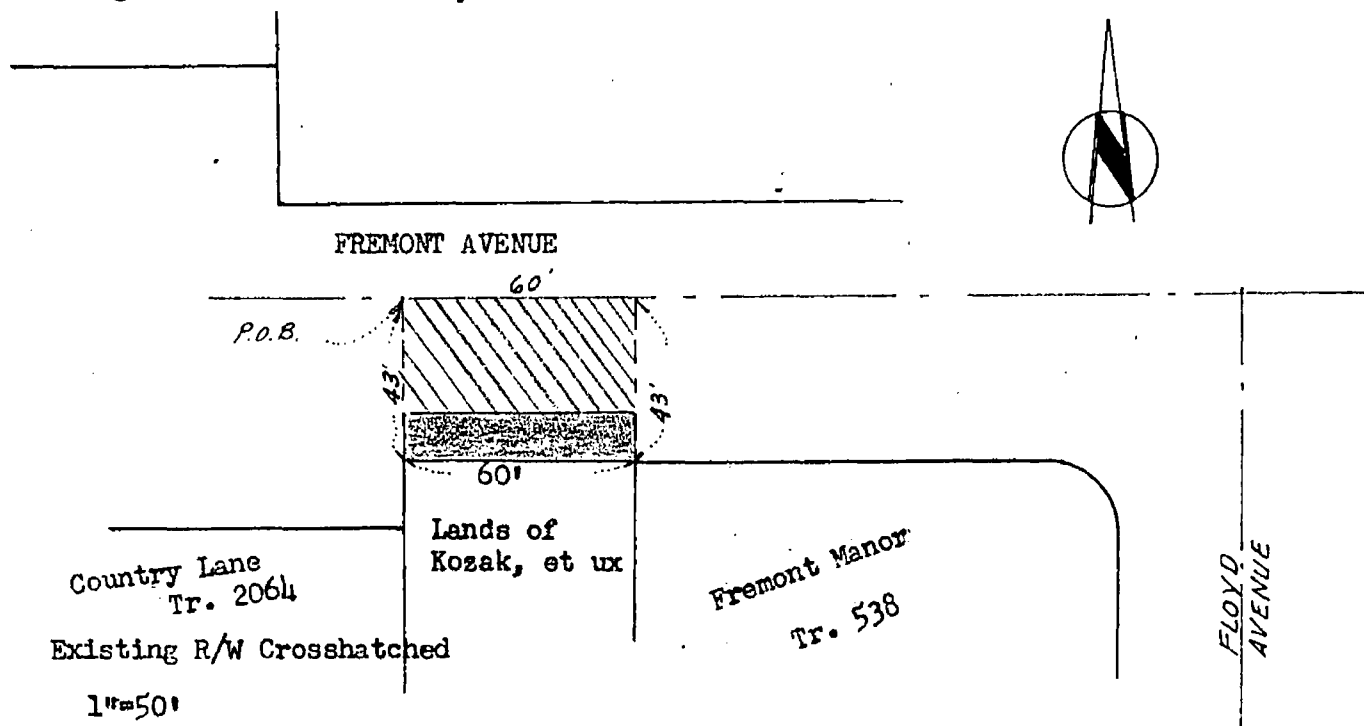
Thence Easterly along said parallel line 60.00 feet to the point of intersection with the easterly line of said lands of Kozak;

Thence Northerly along said Easterly line, 43.00 feet to the point of intersection with said centerline of Fremont Avenue;

Thence Westerly along said centerline, 60.00 feet to the point of beginning.

Excluding therefrom those portions previously dedicated for Public Street and Utility Purposes.

Containing a net area of 780 square feet.



SCALE:

1"=50'

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

Ass't. DIRECTOR OF PUBLIC WORKS

DATE

10-3-62

3			
2			
1 C.I.	RRM		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;

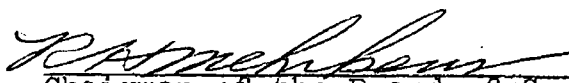
To make deposit of such security out of proper funds of the County of Santa Clara in such amount or amounts so fixed and determined and in such manner as said Court, in which the condemnation proceedings herein authorized are pending, may direct.

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 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.

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: _____ ABSTAINS: _____

ABSENT: _____

Shinta, Kunito

LEGAL DESCRIPTION

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

Beginning at the point of intersection of the centerline of Fremont Avenue (60.00 feet wide) with the northerly prolongation of the westerly line of Warner Avenue (60.00 feet wide), said westerly line being also the easterly line of the lands of Shinta Kunito, as the deed to said lands is filed for record in Book 2094 of Official Records, at page 129, in the Office of the Recorder of said County;

Thence Westerly along said centerline of Fremont Avenue, 150.00 feet to the point of intersection with the Westerly line of said lands of Kunito;

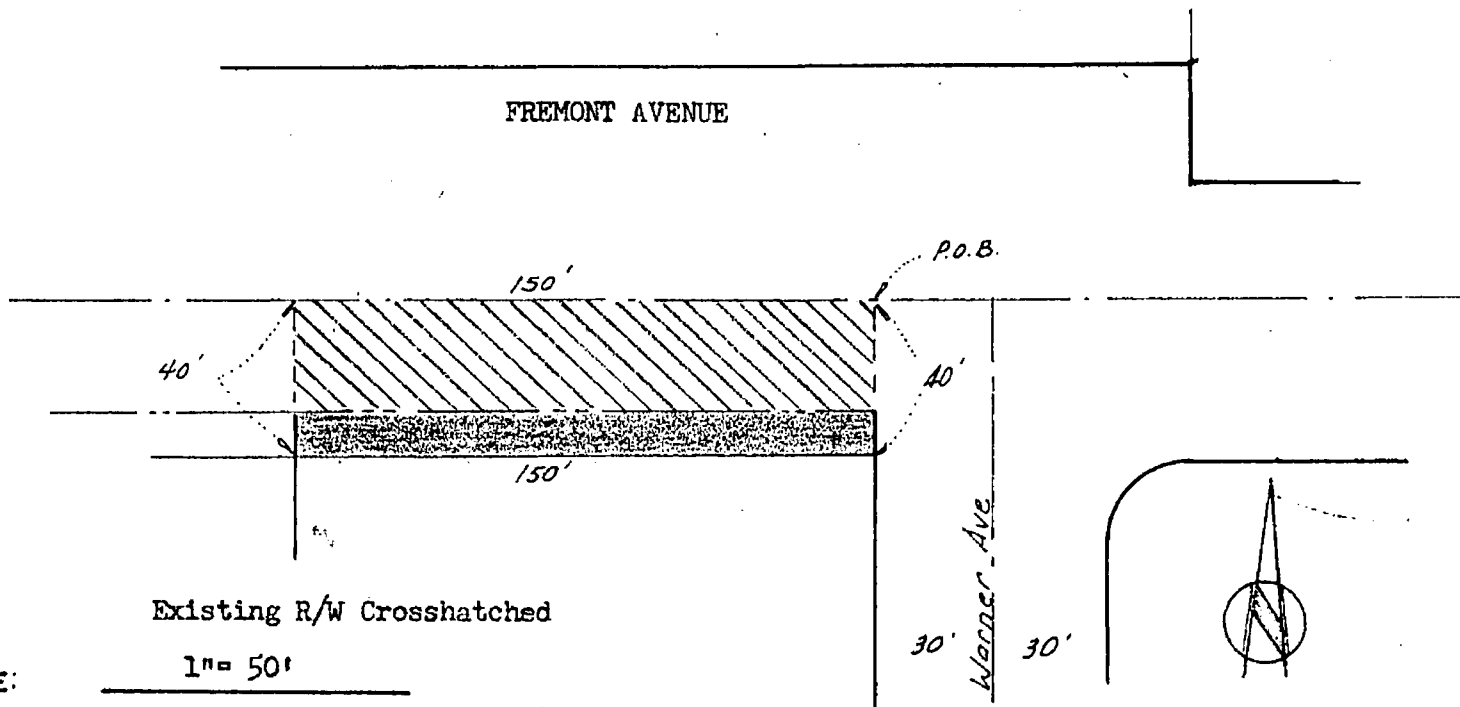
Thence Southerly along last said Westerly line, 40.00 feet, to the point of intersection with a line which is parallel with and distant 40.00 feet from said centerline of Fremont Avenue;

Thence Easterly along said parallel line, 150.00 feet to the point of intersection with said westerly line of Warner Avenue;

Thence Northerly along last said westerly line and along aforesaid northerly prolongation of said westerly line of Warner Avenue, 40.00 feet, to the point of beginning.

Excluding therefrom those portions previously dedicated for Public Street Purposes.

Containing a net area of 1500 square feet.



SCALE:

1" = 50'

WRITTEN

C. Jones

9-18-62

CHECKED

G.I.S.-

9-27-62

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			
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.

Fremont Avenue #393

23/557

RESOLUTION ACCEPTING DEED

WHEREAS, SAN JOSE ABSTRACT & TITLE INSURANCE CO., a corporation, has tendered to COUNTY OF SANTA CLARA, State of California, a Deed of Right of Way for purposes of a road, which Deed is sufficient in form to convey title to that certain real property situate and being in the County of Santa Clara, State of California, more particularly described hereinbelow, to said County of Santa Clara, to-wit:

Parcel 1:

Beginning at a point in the center line of Burns Avenue as said Burns Avenue is shown and designated on that certain map entitled "Map of I.J. Trumans Subdivision No. 2", filed for record in Volume F3 of Maps, at page 11, Records of Santa Clara County, California, distant thereon S 0° 01' W 30.00 feet from the intersection of the center line of Burns Avenue with the center line of Fremont Avenue; thence S 89° 48' W along the Southerly line of Fremont Avenue 308.40 feet to a point in the Easterly line of the lands conveyed by Christine Kircher to John Charles Kircher, by deed dated Oct. 11, 1910, and recorded July 15, 1925 in Volume 171 of Official Records at page 98, Records of Santa Clara County, California; thence Southerly along the above described Easterly line of the lands now or formerly of Kircher, S 30° 58' E 13.97 feet to a point; thence Easterly along a line parallel to and distant 12.00 feet Southerly at right angles from the Southerly line of Fremont Avenue (60.00 feet wide) N 89° 48' E 301.21 feet to a point in the center line of Burns Avenue; said center line of Burns Avenue being the Easterly line of the lands now or formerly of A. T. Losse et al; thence North 0° 01' E along the center line of Burns Avenue 12.00 feet to the point of beginning; containing approximately 0.084 acres of land and being a portion of Section 3 Township 7 South Range 2 West M.D.B. & M.

Parcel 2:

Beginning at the point of intersection of the Westerly line of the land conveyed by Manuel O. Ponce and Emma A. Ponce to Stauffer Chemical Company, by deed dated Feb. 11, 1946, and recorded Feb. 16, 1946 in Volume 1331 of Official Records, at page 256, and the Northerly line of Fremont Avenue (60.00 feet wide); thence from said point of beginning Westerly along the Northerly line of Fremont Avenue S 89° 48' W 159.31 feet to the point of intersection of the Northerly line of Fremont Avenue and the Easterly line of the lands conveyed by Harold O. Willson & Harriet M. Willson to J. C. Willson and Mabel E. Willson, wife, by deed dated Aug. 23, 1938, and recorded Aug. 25, 1938 in Volume 892 of Official Records, at page 113, Records of Santa Clara County, California; thence Northerly along the Easterly line of the lands now or formerly of Willson N 15° 45' W 12.46 feet to a point; thence Easterly along a line parallel to and distant 12.00 feet Northerly measured at right angles from the Northerly

2-c to cc
MAR 15 1954

ROLL CALL: YES ☒ D ☒ G ☒ L ☒ MC ☒ NO

line of Fremont Avenue (60.00 feet wide) N 89° 48' E 154.79 feet to a point in the Westerly line of the above mentioned lands now or formerly of Stauffer Chemical Company; thence Southerly along the Westerly line of the land now or formerly of Stauffer Chemical Company S 33° 26' E 14.35 feet to the point of beginning. Containing approximately 0.043 acres of land and being a portion of Section 3 Township 7 South Range 2 West M.D.B. & M.

NOW, THEREFORE, IT IS HEREBY RESOLVED that said Board of Supervisors of the County of Santa Clara accept said Deed so tendered to it; and

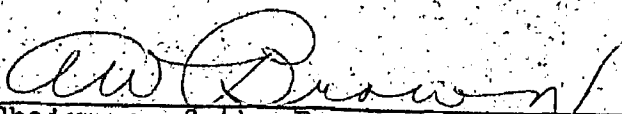
IT IS HEREBY FURTHER ORDERED that the Clerk of the Board of Supervisors be, and he is hereby authorized to record said Deed.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 15th day of March, 1954, by the following vote:

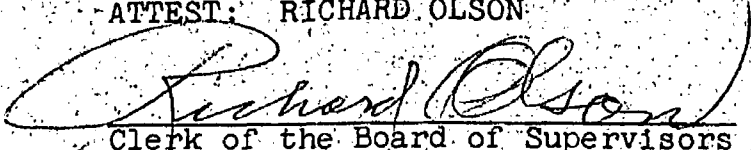
AYES: Supervisors, Brown, Della Maggiore, Gaspar, Levin, McKinnon

NOES: Supervisors, None

ABSENT: Supervisors, None


Chairman of the Board of Supervisors

ATTEST: RICHARD OLSON


Clerk of the Board of Supervisors

Office Co.
Recd Deed 21 Apr 1954
Fremont Ave 4303

Fremont Ave. #393
Resol Deed
& Title Co.

line of Fremont Avenue (60.00 feet wide) N 89° 48' E 154.79 feet to a point in the westerly line of the above mentioned lands now or formerly of Stauter Chemical Company; thence southerly along the westerly line of the land now or formerly of Stauter Chemical Company S 33° 26' E 14.35 feet to the point of beginning. Containing approximately 0.043 acres of land and being a portion of Section 3 Township 7 South Range 2 West M.D.B. & M.

NOW, THEREFORE, IT IS HEREBY RESOLVED that said Board of Supervisors of the County of Santa Clara accept said Deed so

tendered to it; and

IT IS HEREBY FURTHER ORDERED that the Clerk of the Board of Supervisors be and he is hereby authorized to record said Deed.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 15th day of March, 1954, by the following vote:

AYES: Supervisors, seven. Nays: none.

NOES: Supervisors, none.

ABSENT: Supervisors, none.

Chairman of the Board of Supervisors

ATTEST: RICHARD OLSON

Clerk of the Board of Supervisors

RESOLUTION ACCEPTING DEED

WHEREAS, SAN JOSE ABSTRACT & TITLE INSURANCE CO., a corporation, has tendered to COUNTY OF SANTA CLARA, State of California, a Deed of Right of Way for purposes of a road, which Deed is sufficient in form to convey title to that certain real property situate and being in the County of Santa Clara, State of California, more particularly described hereinbelow, to said County of Santa Clara, to-wit:

Parcel 1:

Beginning at a point in the center line of Burns Avenue as said Burns Avenue is shown and designated on that certain map entitled "Map of I.J. Trumans Subdivision No. 2", filed for record in Volume F3 of Maps, at page 11, Records of Santa Clara County, California, distant thereon S 0° 01' W 30.00 feet from the intersection of the center line of Burns Avenue with the center line of Fremont Avenue; thence S 89° 48' W along the Southerly line of Fremont Avenue 308.40 feet to a point in the Easterly line of the lands conveyed by Christine Kircher to John Charles Kircher, by deed dated Oct. 11, 1910, and recorded July 15, 1925 in Volume 171 of Official Records at page 98, Records of Santa Clara County, California; thence Southerly along the above described Easterly line of the lands now or formerly of Kircher, S 30° 58' E 13.97 feet to a point; thence Easterly along a line parallel to and distant 12.00 feet Southerly at right angles from the Southerly line of Fremont Avenue (60.00 feet wide) N 89° 48' E 301.21 feet to a point in the center line of Burns Avenue, said center line of Burns Avenue being the Easterly line of the lands now or formerly of A. T. Losse et al; thence North 0° 01' E along the center line of Burns Avenue 12.00 feet to the point of beginning; containing approximately 0.084 acres of land and being a portion of Section 3 Township 7 South Range 2 West M.D.B. & M.

Parcel 2:

Beginning at the point of intersection of the Westerly line of the land conveyed by Manuel O. Ponce and Emma A. Ponce to Stauffer Chemical Company, by deed dated Feb. 11, 1946, and recorded Feb. 16, 1946 in Volume 1331 of Official Records, at page 256, and the Northerly line of Fremont Avenue (60.00 feet wide); thence from said point of beginning Westerly along the Northerly line of Fremont Avenue S 89° 48' W 159.31 feet to the point of intersection of the Northerly line of Fremont Avenue and the Easterly line of the lands conveyed by Harold O. Willson & Harriet M. Willson to J. C. Willson and Mabel E. Willson, wife, by deed dated Aug. 23, 1938, and recorded Aug. 25, 1938 in Volume 892 of Official Records, at page 113, Records of Santa Clara County, California; thence Northerly along the Easterly line of the lands now or formerly of Willson N 15° 45' W 12.46 feet to a point; thence Easterly along a line parallel to and distant 12.00 feet Northerly measured at right angles from the Northerly

line of Fremont Avenue (60.00 feet wide) N 89° 48' E 154.79 feet to a point in the Westerly line of the above mentioned lands now or formerly of Stauffer Chemical Company; thence Southerly along the Westerly line of the land now or formerly of Stauffer Chemical Company S 33° 26' E 14.35 feet to the point of beginning. Containing approximately 0.043 acres of land and being a portion of Section 3 Township 7 South Range 2 West M.D.B. & M.

NOW, THEREFORE, IT IS HEREBY RESOLVED that said Board of Supervisors of the County of Santa Clara accept said Deed so tendered to it; and

IT IS HEREBY FURTHER ORDERED that the Clerk of the Board of Supervisors be, and he is hereby authorized to record said Deed.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 15th day of March, 1954, by the following vote:

AYES: Supervisors, Brown, Della Maggiore, Gaspar, Levin, McKinnon

NOES: Supervisors, None

ABSENT: Supervisors, None


Chairman of the Board of Supervisors

ATTEST: RICHARD OLSON


Clerk of the Board of Supervisors

The foregoing instrument is a correct copy of the original on file in this office

ATTEST: RICHARD OLSON
Clerk Board of Supervisors

By 

Dated MAR 15 1954



Fremont Ave #393
958920

BOOK 2834 PAGE 601

This Indenture, Made the Fifth day of March

in the year of our Lord, nineteen hundred and fifty-four, BETWEEN
SAN JOSE ABSTRACT & TITLE INSURANCE CO., a corporation

of the County of Santa Clara

State of California, the party of the first part, and the COUNTY OF SANTA CLARA, a body politic and corporate and a political subdivision of the State of California, the party of the second part.

Witnesseth: That the said party of the first part, for and in consideration of the benefits accruing to the parties of the first part by reason of the acceptance of the road right of way by the party of the second part

do by these presents grant, convey, confirm and dedicate unto the said party of the second part, and to its successors and assigns forever, for use as a public road and highway, all that certain strip, piece and parcel of land, situate, lying and being in Road District Number

said County of Santa Clara, State of California, and bounded and particularly described as follows, to-wit:

Parcel 1

Beginning at a point in the center line of Burns Avenue as said Burns Avenue is shown and designated on that certain map entitled "Map of I.J. Trumans Subdivision No. 2", filed for record in Volume F3 of Maps, at page 11, Records of Santa Clara County California, distant thereon S00° 01' W 30.00 feet from the intersection of the center line of Burns Avenue with the center line of Fremont Avenue; thence S 89° 48' W along the Southerly line of Fremont Avenue 308.40 feet to a point in the Easterly line of the lands conveyed by Christine Kircher to John Charles Kircher, by deed dated Oct. 11, 1910, and recorded July 15, 1925 in Volume 171 of Official Records, at page 98, Records of Santa Clara County California; thence Southerly along the above described Easterly line of the lands now or formerly of Kircher, S 30° 58' E 13.97 feet to a point; thence Easterly along a line parallel to and distant 12.00 feet Southerly at right angles from the Southerly line of Fremont Avenue (60.00 feet wide) N 89° 48' E 301.21 feet to a point in the center line of Burns Avenue, said center line of Burns Avenue being the Easterly line of the lands now or formerly of A. T. Losse et al; thence North 0° 01' E along the center line of Burns Avenue 12.00 feet to the point of beginning; containing approximately 0.084 acres of land and being a portion of Section 3 Township 7 South Range 2 West M. D. B. & M.

Parcel 2

Beginning at the point of intersection of the Westerly line of the land conveyed by Manuel O. Ponce and Emma A. Ponce to Stauffer Chemical Company, by deed dated Feb. 11, 1946, and recorded Feb. 16, 1946 in Volume 1331 of Official Records, at page 256 and the Northerly line of Fremont Avenue (60.00 feet wide); thence from said point of beginning Westerly along the Northerly line of Fremont Avenue S 89° 48' W 159.31 feet to the point of intersection of the Northerly line of Fremont Avenue and the Easterly line of the lands conveyed by Harold O. Willson & Harriet M. Willson to J. C. Willson and Mabel E. Willson, wife, by deed dated Aug. 23, 1938, and recorded Aug. 25, 1938 in Volume 892 of Official Records, at page 113, Records of Santa Clara County, California; thence Northerly along the Easterly line of the lands now or formerly of Willson N 15° 45' W 12.46 feet to a point; thence Easterly along a line parallel to and distant 12.00 feet Northerly measured at right angles from the Northerly line of Fremont Avenue (60.00 feet wide) N 89° 48' E 154.79 feet to a point in the Westerly line of the above mentioned lands now or formerly of Stauffer Chemical Company; thence Southerly along the Westerly line of the land now or formerly of Stauffer Chemical Company S 33° 26' E 14.35 feet to the point of beginning. Containing approximately 0.043 acres of land and being a portion of Section 3 Township 7 South Range 2 West M.D.B. & M.

San Jose Abstract & Title Co

STATE OF CALIFORNIA, }
COUNTY OF SANTA CLARA } ss.

On this 5th day of March 1954, before me, Eva Mitchell

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

F. W. HILTON

known to me to be the Vice-President and

G. E. Campbell

known to me to be the Assistant Secretary of the
corporation that executed the within and foregoing instrument, and also 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.

(Acknowledgment Corporation).

(Over)

Eva Mitchell Notary Public

958920

BOOK 2834 PAGE 601

FILED FOR RECORD

AT REQUEST OF
BOARD OF SUPERVISORS

MAR 16 3 59 P 1954

OFFICIAL RECORDS
SANTA CLARA COUNTY

Chas. A. Payne
Att

COMPARED

Without warranty, express or implied.

To Have and to Hold all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever, for use as a public highway.

In Witness Whereof, ~~the said party of the second part has caused its corporate~~

~~name and seal to be affixed hereto and this instrument to be executed~~
by its duly authorized officers, this 5th day of March, 1954.

SAN JOSE ABSTRACT & TITLE INSURANCE CO.

By:

J. W. Feltman
Vice President

By:

H. E. Campbell
Assistant Secretary

State of California }
County of Santa Clara } SS.

On this.....day of....., A.D. nineteen hundred
and..... before me,..... A Notary Public
in and for said County of Santa Clara, residing therein, duly commissioned and sworn, personally appeared
.....
known to me to be the person whose name..... subscribed to the within instrument,
and acknowledged that..... he..... executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, in the said County
of Santa Clara the day and year in this certificate first above written.

Notary Public in and for the County of Santa Clara,
State of California

DEED FOR ROAD

Road District No. 5

San Jose Abstract & Title Ins.

TO
County of Santa Clara

Dated March 5, 1954, 19

Recorded at the Request of

in Book of Deeds, Page

et seq., 19

at min. past o'clock

M., Records of Santa Clara County,

State of California.

County Recorder

By Deputy

Return to Board of
Supervisors office
after recording

STATE OF CALIFORNIA

County of Santa Clara

ss.

BOOK 4929 PAGE 614

On this 25th day of August in the year one thousand nine hundred and sixty,
 before me, Carol Ann Stewart, a Notary Public in and for the County of
Santa Clara, State of California, duly commissioned and sworn, personally appeared

Don Hancock

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

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

Carol Ann StewartCarol Ann Stewart

Notary Public in and for the County of Santa Clara

State of California.

1-21-64

My Commission Expires.....

CORPORATION ACKNOWLEDGMENT



Fremont Ave

Road N: 393

1882464

36 h. N: R/s.

DEED OF RIGHT OF WAY

VALLEY TITLE COMPANY OF SANTA CLARA COUNTY, a corporation, 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 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 26 DAY OF Sept. 1960 AND UPON MOTION DULY SECONDED, AND CARRIED, SAID Deed WAS ACCEPTED AND ORDERED RECORDED.

Attest:

Clerk of the Board

By

Jean Pullan

1882464

BOOK 929 PAGE 613

FILED FOR RECORD AT REQUEST OF

Board of Supervisors
SEP 21 1960OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

574

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) have executed this Deed this 25th day of August, 1960.

VALLEY TITLE COMPANY OF SANTA CLARA COUNTY

By [Signature]
Vice-President

"Grantor(s)"

Valley Title Co.

DEED OF RIGHT OF WAY

.....Road

No.

.....
.....
.....

TO

COUNTY OF SANTA CLARA

Date Accepted:

....., 195.....

RECEIVED
PUBLIC WORKS

AUG 26 10 17 AM '60

COUNTY OF
SANTA CLARA

DEED STATUS

PROJECT: Fremont Av #393
widening.

LEGAL OWNER:

Valley Title Ins. Co.
OWNERSHIP

CERTIFICATION:

DATE REQUESTED: 8-1-60 by EAB

DATE RECEIVED: 8-25-60 by EAB

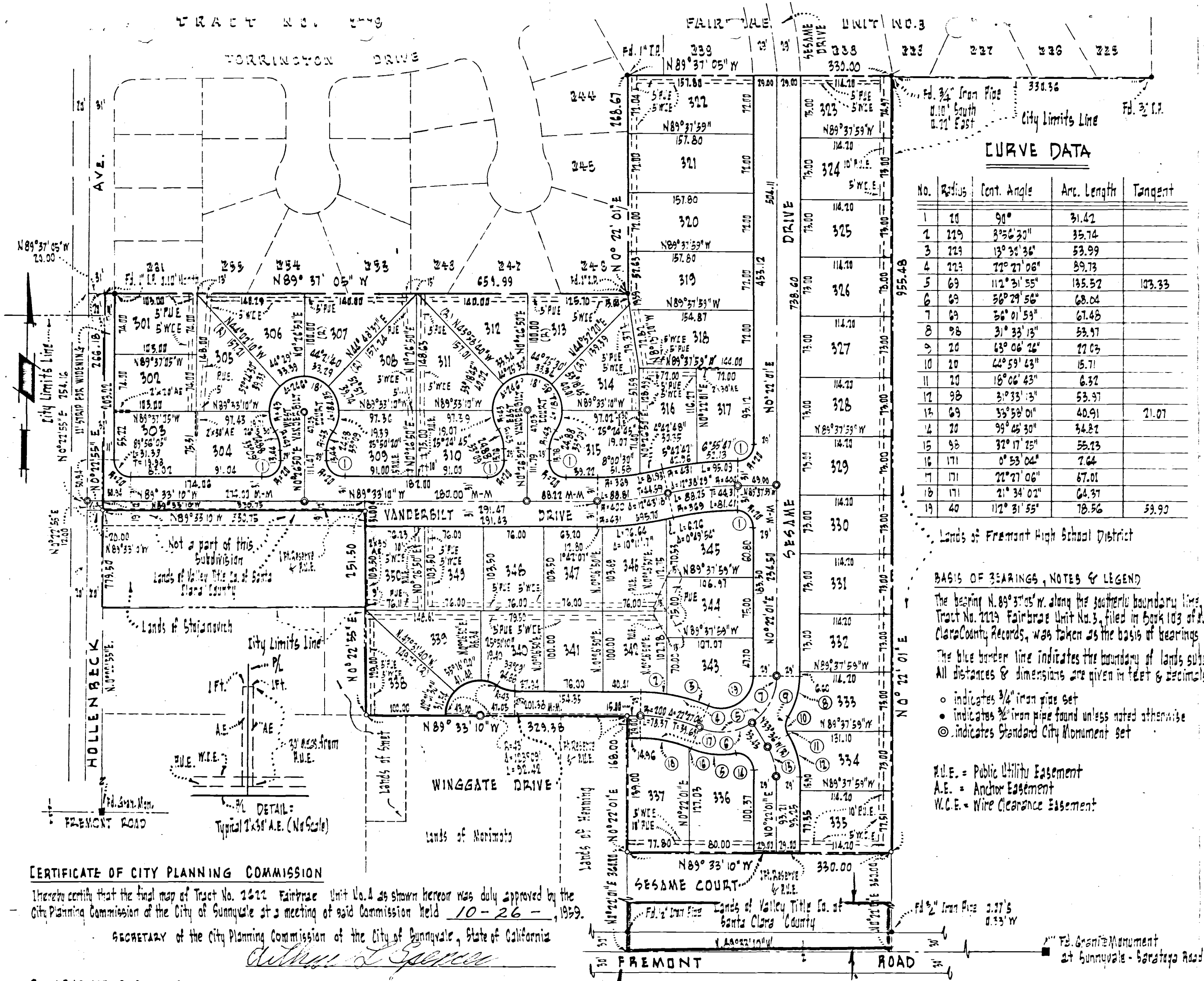
DATE CHECKED: 9-14-60 by EAB

PROCESSED: 9-²⁶~~19~~-60 by EAB

ACTION: 1 _____

2 Date to B/S _____

3 Date to B/S O.K. _____



CURVE DATA

No.	Radius	Cent. Angle	Arc Length	Tangent
1	20	90°	31.42	
2	229	8°56'30"	35.74	
3	223	13°36'36"	53.99	
4	223	72°27'06"	89.73	
5	69	112°31'55"	135.52	103.33
6	69	56°29'56"	68.04	
7	69	56°01'53"	67.46	
8	98	31°33'13"	53.97	
9	20	63°06'26"	27.03	
10	20	44°59'43"	15.71	
11	20	18°06'43"	6.32	
12	98	31°33'13"	53.97	
13	69	33°58'01"	40.91	21.07
14	20	98°05'50"	34.82	
15	98	32°17'25"	55.23	
16	171	0°53'04"	7.64	
17	171	22°27'06"	67.01	
18	171	21°34'02"	64.37	
19	40	112°31'55"	78.56	59.90

Lands of Fremont High School District

BASIS OF BEARINGS, NOTES & LEGEND

The bearing N. 89° 37' 05" W. along the southerly boundary line, as shown on the map of Tract No. 2622 Fairbrae Unit No. 3, filed in Book 103 of Maps at pages 8 & 9, Santa Clara County Records, was taken as the basis of bearings shown hereon.

The blue border line indicates the boundary of lands subdivided by this map.

All distances & dimensions are given in feet & decimals thereof.

- indicates 3/4" iron pipe set
- indicates 1/2" iron pipe found unless noted otherwise
- ⊙ indicates Standard City Monument set

P.U.E. = Public Utility Easement
A.E. = Anchor Easement
W.C.E. = Wire Clearance Easement

CERTIFICATE OF CITY PLANNING COMMISSION
I, Donald M. Somers, City Engineer of the City of Sunnyvale, hereby certify that the final map of Tract No. 2622 Fairbrae Unit No. 4 as shown hereon was duly approved by the City Planning Commission of the City of Sunnyvale at a meeting of said Commission held 10-26-1959.

SECRETARY of the City Planning Commission of the City of Sunnyvale, State of California
Arthur L. Spencer

CITY ENGINEER'S CERTIFICATE
I, Donald M. Somers, City Engineer of the City of Sunnyvale, hereby certify that I have examined the hereon final map; that the subdivision as shown hereon is substantially the same as it appeared on the approved tentative map; that all provisions of State and local laws applicable at the time of approval of the tentative map have been complied with and I am satisfied that said map is technically correct.

DONALD M. SOMERS, City Engineer of the City of Sunnyvale, California
Donald M. Somers

ENGINEER'S CERTIFICATE
I, George E. Somps, a Registered Civil Engineer of the State of California, hereby certify that this map, consisting of one (1) sheet, correctly represents a survey made under my supervision during October, 1959; that the survey is true and complete as shown; that all monuments shown hereon actually exist or will be placed upon completion of street improvement work and are sufficient to enable the survey to be retraced.

GEORGE E. SOMPS, Registered Civil Engineer, Certificate No. 8718, California
George E. Somps

CERTIFICATE OF CITY CLERK
I hereby certify that the City Council of the City of Sunnyvale at its regular meeting held on the 10th day of November, 1959, duly approved the hereon final map of Tract No. 2622 Fairbrae Unit No. 4 as shown hereon and accepted on behalf of the public all streets, easements and etc. as offered for dedication to public use in conformity with the terms of the offer of dedication.

CITY CLERK & EX-OFFICIO CLERK of the City Council of the City of Sunnyvale, Cal.
William A. Russo

RECORDERS CERTIFICATE
FILE No. 1725532 FEE \$5.00 Paid.
Accepted for record and recorded in Book 113 of Maps at page 49, Santa Clara County Records, this 17th day of NOV. 1959, at 11:23 A.M.

GAL C. TULLY, County Recorder, Santa Clara County, California
By: Deputy *E. B. O'Brien*

Block being recorded

OWNER'S CERTIFICATE
We hereby certify that we are the owners of or have some right, title or interest in and to the real property included within the subdivision shown on this map; that we are the only persons whose consent is necessary to pass a clear title to said real property and that we hereby consent to the making of this map and subdivision as shown within the blue border lines and to the recording thereof.

We also hereby dedicate to public use all streets and portions of streets not heretofore existing as shown on the hereon map of said subdivision. We further hereby dedicate but reserve specifically for owners of lots in this subdivision, the strips of land one (1) foot in width across the terminus of streets where shown by a dotted line and designated "1 Ft. Reserve", until additional land adjoining such reserves was been accepted by the present governing body for road purposes, at which time this reserve shall terminate and be of no further effect where so adjoined.

We also hereby dedicate to public use easements for Public Utilities under or over those certain strips of land lying between the rear and or side lines of lots and the dashed lines each designated as "P.U.E." (Public Utility Easement); easements on or over certain strips of land designated as "A.E." (Anchor Easement); and easements for wire clearance purposes only over those certain areas delineated and designated as "W.C.E." (Wire Clearance Easement), said Wire Clearance Easements to be limited to buildings and structures and appurtenances thereto which have a maximum height of fifteen (15) feet above the grade at the ground line of poles. The above mentioned Public Utility Easements to be kept open and free from buildings and structures of any kind except irrigation systems and appurtenances thereto, lawful fences and public utility structures.

VALLEY TITLE COMPANY OF SANTA CLARA COUNTY,
a California Corporation, OWNER

By: *James Castagnoli* Vice-President
By: *Susie Westlund* Assistant Secretary-Treasurer

VALLEY TITLE COMPANY OF SANTA CLARA COUNTY,
a California Corporation, TRUSTEE

By: *James Castagnoli* Vice-President
By: *Susie Westlund* Assistant Secretary-Treasurer

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY,
a Corporation, TRUSTEE

By: *Paul F. Potts* Vice-President
By: *Paul Blanchard* Assistant Secretary

State of California
County of Santa Clara

In this 29th day of October, 1959, before me *MAE ST. ANGELO*, a Notary Public, in and for said County & State, personally appeared *JAMES D. CASTAGNOLI* and *SUSIE WESTLUND*, known to me to be the Vice President & Assistant Secretary-Treasurer, respectively, of the Corporation that executed the within instrument and also known to me to be the persons who executed it on behalf of such corporation and acknowledged to me that such corporation executed the same as owner and trustee.

MAE ST. ANGELO *Mae St. Angelo* NOTARY PUBLIC
Commission Expires 9-6-61

State of California
County of Santa Clara

In this 29th day of October, 1959, before me *E.O. FOHL*, a Notary Public, in and for said County & State, personally appeared *PAUL E. POTTS* and *J. H. BLANCHARD*, known to me to be the Vice President & Assistant Secretary, respectively, of the Corporation that executed the within instrument and also known to me to be the persons who executed it on behalf of such corporation and acknowledged to me that such corporation executed the same as trustee.

E.O. FOHL NOTARY PUBLIC

TRACT NO. 2622 FAIRBRAE UNIT NO. 4
CONSISTING OF ONE SHEET
Being a Portion of Section 1, T.7S., R.2W., M.D.B. & M., and Lying Within the City of
SUNNYVALE, CALIFORNIA

Scale: 1" = 100'

October, 1959

MACHAY & SOMPS CIVIL ENGINEERS SUNNYVALE, CAL.

10764

SHEET NO. ONE OF ONE SHEET

county of santa clara

Fremont Ave R/W.

Vidovich

R/W 393

#9

COUNTY COUNSEL

COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 95111

July 26, 1963

Board of Supervisors
County Administration Building
70 West Hedding Street.
San Jose 10, California

Re: Fremont Widening Project:
Extension of Mary Avenue

Gentlemen:

The purpose of this letter is to bring to your attention certain legal ramification that may flow from your final decision in the above matter. It is requested that this letter not be made available to Sunnyvale, or to the press, since it might have an adverse effect on the County's position in the event of litigation.

On April 22, 1963, you passed a resolution to condemn a parcel of land owned by Mary Vidovich in connection with the Fremont widening project. As a part of this widening, the plans and specifications called for an extension of Mary Avenue. You will recall that this is a joint venture between the City of Sunnyvale and the County of Santa Clara whereby the County will contribute not more than \$150,000.

Subsequently, on May 7, 1963, and pursuant to the resolution of your board, a suit in eminent domain was filed and an order of immediate possession was obtained after a court deposit was made. Shortly thereafter the City of Sunnyvale awarded a contract for this project which included the Mary Avenue extension as provided for in the plans and specifications.

Thereafter an appearance was made before your board on behalf of the property owner and at your request meetings were held with the representatives of the City of Sunnyvale, the County of Santa Clara, and the property owner to see if the problem could be resolved. When this problem was not resolved, your board sent the matter to the Planning Commission for investigation and report, with assurance from Sunnyvale that a delay of thirty days would cause no serious problem. Thirty days were discussed since

Vidovich, Mary

July 26, 1963

this would normally have given the Planning Commission time to hold hearings and report back to your board.

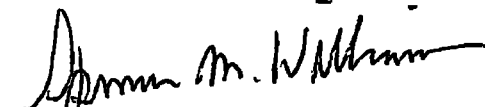
It is our understanding that this was on the agenda of the Planning Commission for June 19, and then was continued until August 21. This represents a delay of over sixty days and may result in many legal problems to the County.

As has been heretofore pointed out, the contract has been awarded and work has begun on this project. Pursuant to your order, this office has not attempted to enforce the order of immediate possession which is still in effect. In the meantime the contractor is unable to do any work in connection with the Mary Avenue extension which is part of the project on which he bid.

These delays will undoubtedly have a serious legal effect as far as the County and the City of Sunnyvale are concerned. The contractor most likely will seek relief for any damages that he would sustain by being unable to carry out the terms of the contract awarded to him. Since the delay is being caused by our failure to carry out the terms of our contract with Sunnyvale, the County would probably bear the brunt of any damages assessed. In view of the size of the job itself, the amount of damages could be substantial.

It is not the position of this office to recommend that the Board take any particular action insofar as its contract with Sunnyvale is concerned, insofar as the condemnation of the Vidovich property is concerned, or insofar as the zoning of the Vidovich property is concerned. The purpose of this letter is to merely advise you of the possible serious legal consequences which may flow from your failure to resolve the matter at an early date.

Very truly yours,



SPENCER M. WILLIAMS
County Counsel.

GJT:SMW:bn

cc: ✓ Each Board Member
County Executive

City of Sunnyvale

CITY HALL — SUNNYVALE, CALIFORNIA — REgent 9-0531

July 9, 1963

Honorable Chairman and Members
County Board of Supervisors
County Office Building
San Jose, California

Gentlemen:

It has been called to my attention that the County Planning Commission has deferred their decision on the Vidovich zoning matter (Mary Avenue extension) for a period of at least 60 days. Ordinarily such a delay would not create serious problems; however, delay in the Vidovich case may occasion rather substantial damages for the following reasons:

The agreement between the City and the County for the improvement of Fremont Avenue and the extension of Mary Avenue was executed January 28, 1963 and the City subsequently awarded a construction contract for these improvements on May 7, 1963. Therefore, the 60 day delay contemplated by the County Planning Commission represents an unreasonable interference with the contractor who has committed his firm to complete the construction work. It is also more than probable that this delay will substantially increase the contractor's cost at the peril of the City and County. The extent of the damages is unknown at this time, however, each delay will increase the amount and the deletion of the Mary Avenue extension will increase these damages to an even greater degree.

I have previously advised the Board that we do not believe that the zoning of the Vidovich parcel should in any way affect the street extension because the extension of the street and the zoning of the abutting property are in fact independent proceedings. We do not exchange the zoning for street extensions and I am sure the Board would or should hesitate to do so. Accordingly, I again urge the Board to minimize the damages which are inherent in the continued delay of this construction project pending the disposition of an unrelated zoning problem.

Respectfully submitted,

Fred J. Logan

Fred J. Logan
Mayor

FJL:ps

over
JUL 29 1963
Date _____ Date _____
APPROVED _____ APPROVED *W/Ly*
RE: CE CC PC DPW FLD RE: CE CC PC DPW FLD
NO: _____ ABSTAINS: _____ NO: _____ ABSTAINS: _____

Copy each Bd Member - HWC - ~~DPW~~ - ~~CE~~ - PC - ~~W~~

Vidovich, Mary

Hold July 29
JUL 22 1963

12

S/Sy. v, z, w, u, t, s, r, q, p,

attny Racan~~He~~ to be advised

RECEIVED
BOARD OF SUPERVISORS
JUL 12 10 28 AM '63
COUNTY OF
SANTA CLARA

9.

July 29, 1963

John T. Racanelli, Esquire
Racanelli and Duvaras
Attorneys at Law
377 South Murphy Avenue
Sunnyvale, California

Subject: Extension of Mary Avenue

Dear Mr. Racanelli:

Please be advised that the Board of Supervisors at its regularly scheduled meeting on July 29, 1963, resolved that the construction of Mary Avenue should be allowed to proceed, and authorized its resumption within ten days of this date.

We trust that these arrangements should now prove to be satisfactory to you.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan, Clerk
of the Board.

JP:DMR:mo'd

cc: Mrs. Mary Vidovich
325 Paul Avenue
Mountain View, California

July 29, 1963

Honorable Fred J. Logan
Mayor of City of Sunnyvale
City Hall
Sunnyvale, California

Subject: Extension of Mary Avenue

Dear Mr. Logan:

Please be advised that the Board of Supervisors at its regularly scheduled meeting on July 29, 1963, resolved that construction should proceed on the extension of Mary Avenue within ten days of this date. The further delay of ten days was necessitated by the fact that the property owner, Mrs. Vidovich, was out of the area and could not be given sufficient notification.

We trust that these arrangements should now prove to be satisfactory to you.

Very truly yours,

BOARD OF SUPERVISORS

Mrs. Jean Pullan, Clerk
of the Board.

JP:DMR:mo'd

393

Mary Vidovich
(Fremont Widening) R/W
S-700272

*23

also Mary Ave Extension
File in Rd 393
(C/R copy was filed
in Mary Ave.)

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)

Vidovich, Mary

APR 22 1963
ADOPT: 4/22 YES: L D M S Sz
NO: _____ ABSTAINS: _____
ABSENT: _____

H-65-60

ACQUISITION DESCRIPTION AND DIAGRAM

CITY OF SUNNYVALE, CALIFORNIA

PROJECT Mary Avenue - Fremont to Cascade
PROJECT NO. ST-60-4 PARCEL NO. _____ ZONING _____
LOCATION Mary Avenue - South of Fremont
OWNER Mary Vidovich
OWNER'S RESIDENCE _____
PROPOSED USE OF LAND Public Street and Public Utility Purposes

Page 1 of 2

LEGAL DESCRIPTION

All that real property situate in the City of Sunnyvale, County of Santa Clara, State of California, being a portion of the lands of Vidovich as described in deed filed for record in Book 3709 Official Records, Page 348, in the Office of the Recorder of said County, said real property being more particularly described as follows:

Beginning at a monument in the centerline of Fremont Avenue, 60 feet wide, distant thereon N. 89°49'10" E., 332.58 feet from the northeast corner of Tract No. 1730 as shown on that certain map filed for record in Book 68 of Maps at Page 51 in the Office of the Recorder of said County;

Thence S. 89°47'30" E., along said centerline 117.04 feet;

Thence S. 0°12'30" W., at right angles to said centerline, 38 feet to a point in a line, parallel to and distant southerly, measured at right angles, 38 feet from said centerline of Fremont Avenue;

Thence northwesterly, westerly and southwesterly, along the arc of a tangent curve to the left with a radius of 90 feet;

through a central angle of 90°01' a distance of 141.40 feet to the point of tangency with a line parallel to and 27 feet easterly, measured at right angles from the dividing line between Parcels No. 1 and No. 2 as described in said deed to Vidovich;

Thence S. 0°11'30" W., along said parallel line 936.24 feet to a point in the northerly line of Tract No. 1704, the map of which is filed for record in Book 68 of Maps at Page 24 in the Office of the Recorder of said County;

Thence N. 89°52'10" W., along said northerly line a distance of 21 feet to an iron pipe in the northwesterly corner of said Tract No. 1704;

Thence S. 0°11'30" W., along the westerly line of last said Tract a distance of 214.74 feet to the point of intersection with a curve having a tangent bearing of N. 16°37'26" W.;

Thence northwesterly, northerly and northeasterly along the arc of last said curve having a radius of 725 feet, and a central angle of 16°48'56", a distance of 212.78 feet to the point of tangency with a line, parallel to and distant westerly, measured at right angles 25 feet from said dividing line between Lots 1 and 2;

Thence N. 0°11'30" E., along last said parallel line 945.58 feet to the beginning of a tangent curve to the left;

Thence along the arc of last said curve, with a radius of 85 feet, through a central angle of 90°22'20", a distance of 134.07 feet to the point of tangency with a line parallel to and distant southerly, measured at right angles, 38 feet from said centerline of Fremont Avenue;

Thence N. 0°10'50" W., 38 feet to a point in last said centerline;

SCALE: _____

WRITTEN H. Braman Apr. 1, 1963

CHECKED J.L. AKERS 4-1-63

DRAWN _____

CHECKED _____

APPROVED: [Signature]

DIRECTOR OF PUBLIC WORKS

DATE April 3, 1963

3			
2			
1			
revision	checked	approved	date

ACQUISITION DESCRIPTION AND DIAGRAM

CITY OF SUNNYVALE, CALIFORNIA

PROJECT Mary Avenue - Fremont to Cascade
PROJECT NO. ST-60-4 PARCEL NO. _____ ZONING _____
LOCATION Mary Avenue - South of Fremont
OWNER Mary Vidovich
OWNER'S RESIDENCE _____
PROPOSED USE OF LAND Public Street and Public Utility Purposes

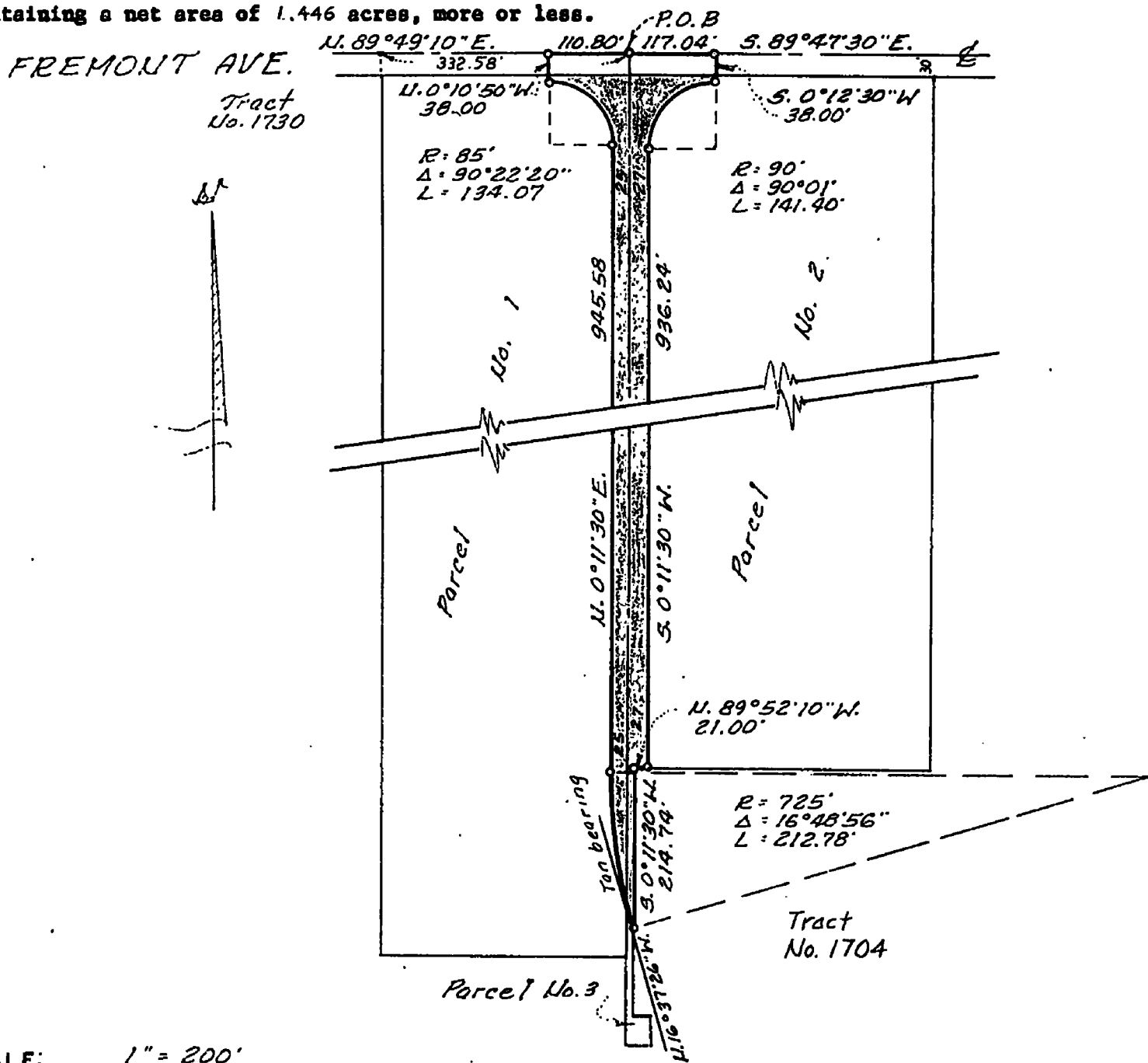
Page 2 of 2

LEGAL DESCRIPTION

Thence N. 89°49'10" E., along said centerline 110.80 feet to the Point of Beginning.

Excepting those portions previously dedicated for Public Street and Public Utility purposes.

Containing a net area of 1.446 acres, more or less.



SCALE: 1" = 200'

WRITTEN U. Broman

Apr. 1, 1963

CHECKED J.L. AKERS

4-1-63

DRAWN U. Broman

Apr. 2, 1963

CHECKED J.L. AKERS

4-2-63

APPROVED: [Signature]

DIRECTOR OF PUBLIC WORKS

DATE

April 3, 1963

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 22 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.

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.: 700297 - T.I.
Grantor: West Side Cooperative Dryer
Deed Recorded: Date: 7/31/63 (2451643)
Book: 6128
Page: 4

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

SPENCER M. WILLIAMS
County Counsel

By *Deborah J. Thompson*
Deputy County Counsel

GJT/gc
Copies:

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

RECEIVED
BOARD OF SUPERVISORS

SEP 23 9 09 AM '63

COUNTY OF
SANTA CLARA

County of Santa Clara

ss.

On this 29th day of JulyJeannene Haggardin the year one thousand nine hundred and sixty-three, before me
a Notary Public, State of California, duly commissioned and sworn, personally appearedGerard K. Sternknown to me to be the person whose name is subscribed to the within instrument
as a witness thereto, who, being by me duly sworn
deposed and said: that he reside s in _____ County ofSanta ClaraState of Californiathat he was present and saw Albert T. Pearson and Mary
E. Rizio(personally known to him to be the persons described in and who executed the said
within instrument as President & Secretary of West Side Co-
operative Dyeing, a corporation, sign, seal and del-
iver the same, that the said Albert T. Pearson and
Mary E. Rizio duly acknowledged in the presence of
said affiant, that they executed the same and that they, the said affiant,
thereupon, and at the request of said Albert T. Pearson and Mary E.
Rizio, subscribed his name as a witness thereto.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.Jeannene Haggard
Jeannene Haggard

Notary Public, State of California.

My Commission Expires 3/12/66

When recorded return to
Mr. Frank Gillio
City Attorney
P.O. Box 607
Sunnyvale, Cal.

2451643

BOOK 01287 4

700297

311-5-155

GRANT DEED

WEST SIDE COOPERATIVE DRYER, a corporation, hereby
GRANTS 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 a portion of that certain 4.00 acre parcel of
land described in deed recorded in Book 1270 Official
Records, at page 296, in the Office of the Recorder
of said County, and being more particularly described
as follows:

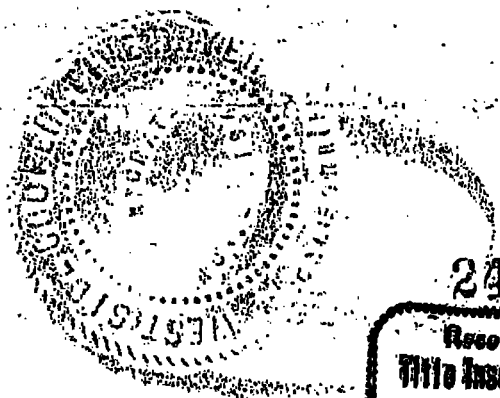
BEGINNING at the point of intersection of the
center line of the Old San Francisco-San Jose Road
with the Easterly line of Wolfe Road (extending
Northerly), said point of beginning being the Northwest
corner of said 4.00 acre parcel; thence S. 0° 25' E.,
along said extension and Easterly line of Wolfe Road,
135.19 feet; thence N. 9° 02' 44" E., 30.41 feet to
the beginning of a curve to the right; thence Northerly
and Easterly along the arc of said tangent curve, to
the right, having a radius of 80.00 feet and a central
angle of 90° 08' for a distance of 125.85 feet to the
point of tangency with the Southerly line of said Old
San Francisco Road; thence N. 0° 17' W., at right
angles to said Southerly line, 25.00 feet to the point
of intersection with said center line of the Old San
Francisco Road; thence S. 89° 43' W., along said center
line 85.25 feet to the Point of Beginning.

DATED: July 29, 1963

WEST SIDE COOPERATIVE DRYER,
a corporation

By Albert T. Pearson Pres.

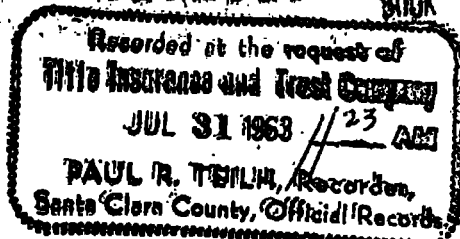
By Mary E. Rizzo Sec. Sec.



2451643

BOOK

01287 4



WITNESS:

Gerald K. Stern

D.H.

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

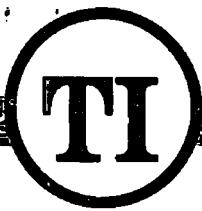
This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred 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

X



POLICY OF TITLE INSURANCE

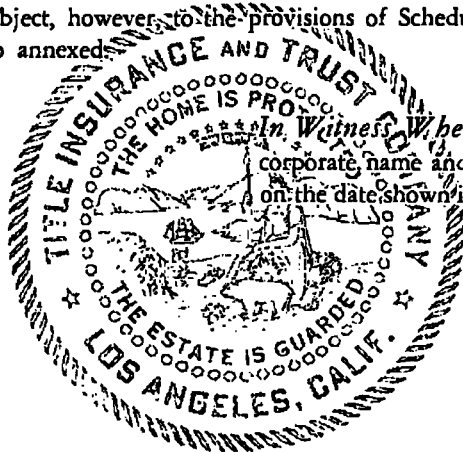
ISSUED BY

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 \$ 2,007.00

Effective

Date July 31, 1963 at 11:23 a.m.

Policy No. B-700297

INSURED West Side Cooperative Dryer

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. Right of the Public to use as a roadway so much of the premises as lies within the bounds of Old San Francisco-San Jose Road.

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 A PORTION of that certain 4.00 acre parcel of land described in deed recorded in Book 1270 Official Records, page 296, in the Office of the Recorder of said County, and being more particularly described as follows:

BEGINNING at the point of intersection of the center line of the Old San Francisco-San Jose Road with the Easterly line of Wolfe Road (extending Northerly); said point of beginning being the Northwest corner of said 4.00 acre parcel; thence South $0^{\circ} 25'$ East, along said extension and Easterly line of Wolfe Road, 135.19 feet; thence North $9^{\circ} 02' 44''$ East, 30.41 feet to the beginning of a curve to the right; thence Northerly and Easterly along the arc of said tangent curve, to the right, having a radius of 80.00 feet and a central angle of $90^{\circ} 08'$ for a distance of 125.85 feet to the point of tangency with the Southerly line of said Old San Francisco Road; thence North $0^{\circ} 17'$ West, at right angles to said Southerly line, 25.00 feet to the point of intersection with said center line of the Old San Francisco Road; thence South $89^{\circ} 43'$ West, along said center line 85.25 feet to the Point of Beginning.

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 34, 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

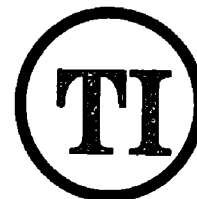
*Offering complete title services throughout the
state of California with just one local call.*



*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



26 a

Date May 27, 1963
Project Fremont Avenue Widening

West Side Cooperative Dryer
4850 Fremont Road
Santa Clara, California

Subject: Agreement for Acquisition of Property
with West Side Cooperative Dryer, a Corporation.

Attention: Mr. Albert T. Pearson, President

Dear Sirs:

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.

BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TITLE COMPANY
CONTROLLER
PUBLIC WORKS

S.D.

Project: Fremont Avenue Widening

Parcel No.: 26

Grantor: WEST SIDE COOPERATIVE DRYER

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara,
hereinafter referred to as "the County," and West Side Cooperative
Dryer, 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, the sum of

TWO THOUSAND AND SEVEN AND NO/100 DOLLARS

(\$ 2007.00).

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 Exception in that certain Preliminary Title Report
dated as of December 11, 1962 issued by Title Insurance and Trust Co. (Order No. S-700297).

and agrees that said deed will be deposited with the _____
Title Insurance Company in escrow account no. S700297 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.
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.

CC COUNSEL (2)
OWNER

West Side Coop. Dryer

Date MAY 27 1963
APPROVED ll/S.
RE: CE CC PC DPW FLD
NO: _____ ABSTAINS: _____

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 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. [Signature]*
Chairman of the Board of Supervisors

Executed by the Owner this 3^d day of May, 1963.

West Side Cooperative Dryer

Albert T. P. [Signature] Pres.

Mary E. [Signature] Sec. Treas.
Owner

Address: *4850 Fremont Road*
Santa Clara, Calif.

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

By *Spencer M. Williams*
Deputy County Counsel

4-5-63

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 Attached.

CC COUNSEL

APR 15 1963

ADOPT: _____ YES: L D M S Sz

NO: _____ ABSTAINS: _____

ABSENT: _____

West Side Cooperative Dryer

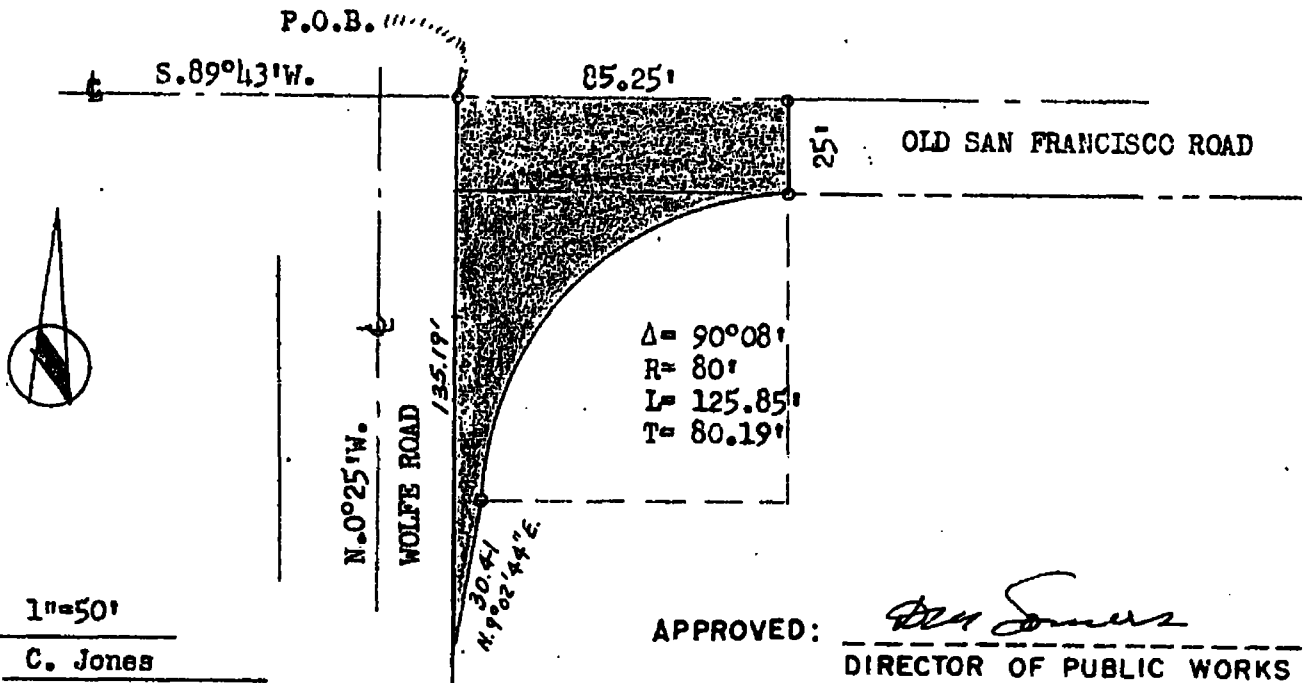
LEGAL DESCRIPTION

All that certain real property situate in the County of Santa Clara, State of California and being a portion of that certain 4.00 Acre parcel of land described in deed recorded in Book 1270 Official Records at page 296, in the Office of the Recorder of said County, and being more particularly described as follows:

Beginning at the point of intersection of the centerline of the Old San Francisco-San Jose Road with the Easterly line of Wolfe Road (extending Northerly), said point of beginning being the Northwest corner of said 4.00 acre parcel;
Thence S.0°25'E., along said extension and Easterly line of Wolfe Road, 135.19 feet;
Thence N.9°02'44"E., 30.41 feet to the beginning of a curve to the right;
Thence Northerly and Easterly along the arc of said tangent curve, to the right, having a radius of 80.00 feet and a central angle of 90°08' for a distance of 125.85 feet to the point of tangency with the Southerly line of said Old San Francisco Road;
Thence N.0°17'W., at right angles to said Southerly line, 25.00 feet to the point of intersection with said centerline of the Old San Francisco Road;
Thence S.89°43'W., along said centerline 85.25 feet to the point of beginning.

Excluding therefrom those portions previously dedicated for Public Street and Public Utility Purposes.

Containing a net area of 1857 square feet.



SCALE: 1"=50'
PREPARED C. Jones
CHECKED G. I. S.
DATE 1-25-63

APPROVED:

DIRECTOR OF PUBLIC WORKS

DATE Jan 28, 1963

3/1/63	G. I. S.		
Revised	Checked	Approved	Date

PWF-57-(R1-63)

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 _____ 19____, by the following vote:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,


Chairman of the Board of Supervisors
County of Santa Clara

ATTEST:


Clerk of the Board of Supervisors.

STATE OF CALIFORNIA

County of Santa Clara } ss.BOOK 3512 PAGE 599

On this 10th day of May in the year one thousand nine hundred and Fiftysix
before me, the undersigned, a Notary Public in and for the

County of Santa Clara, State of California, residing therein,
duly commissioned and sworn, personally appeared

HARRY S. WHITE and PHYLLIS M. WHITE,

known to me to be the person s whose name s are subscribed to the within instrument
and acknowledged to me that the y 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 in and for the

County of Santa Clara
State of California.
My Commission Expires

2-3-60

✓ R

THE FOREGOING deed WAS PRESENTED TO THE BOARD OF SUPERVISORS
THIS 4 DAY OF June 1956 AND UPON MOTION DULY SECONDED
AND CARRIED, SAID deed WAS ACCEPTED AND ORDERED RECORDED

Attest: RICHARD OLSON, Clerk of the Board

By *R. Olson*

DEED OF RIGHT OF WAY

HARRY S. WHITE and PHYLLIS M. WHITE, his wife, as joint tenants, 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 quarter section corner in the center of Section 1 T. 7. S., R. 2. W., M. D. B. & M. at the point of intersection of the center line of Fremont Avenue, 60 feet wide, with the center line of the Saratoga-Sunnyvale Road also called the Saratoga-Mountain View Road, 60 feet wide, as said Saratoga-Mountain View Road is shown on the map of the Preston Subdivision recorded in Book K of maps at page 99 in the office of the County Recorder of the County of Santa Clara, State of California; thence from said point of beginning running westerly along said center line of Fremont Avenue 208.71 feet to the westerly line of that 1 acre parcel of land of John Menacho et al as conveyed by deed recorded in Book 1386 of Official Records at page 133 in the Office of the County Recorder of the County of Santa Clara State of California; thence southerly along said westerly line of said 1 acre parcel of land to a line parallel to and distant southerly 45.00 feet measured at right angles from said center line of Fremont Avenue, 60 feet wide; thence easterly along said parallel line 105.62 feet to a point; thence on a curve to the right from said parallel line with a bearing of East, with a radius of 162.00 feet through an angle of $90^{\circ} 52' 29''$ for a distance of 27.92 feet to a point; thence easterly on a curve to the right from a tangent which bears $S 90^{\circ} 52' 29'' E$ on a curve with a radius of 27.00 feet through an angle of $63^{\circ} 52' 08''$ for a distance of 30.10 feet to a point; thence on a curve to the right from a tangent which bears $S 73^{\circ} 44' 37'' E$ with a radius of 232.00 feet through an angle of $160^{\circ} 05' 23''$ for a distance of 65.15 feet to a line parallel with and distant westerly 45.00 feet measured at right angles from said center line of said Saratoga-Sunnyvale Road; thence $S 00^{\circ} 10' E$ along said last mentioned parallel line 78.00 feet to the southerly line of said 1 acre parcel of land hereinbefore mentioned; thence easterly along said southerly line of said 1 acre parcel of land to the center line of said Saratoga-Sunnyvale Road; thence northerly along said center line of said Saratoga-Sunnyvale Road to the point of beginning containing approximately .398 acres of land and being a portion of Lot 1 as shown on said Preston Subdivision (K maps 99) hereinbefore mentioned, and also being a portion of the 1 acre parcel of land of John Menacho et al as conveyed by deed recorded in Book 1386 of Official Records at page 133 records of Santa Clara County, California.

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) have executed this Deed this 10th day of May, 1956.

Harry S. White

Phyllis M. White

"Grantor(s)"

white Harry & Phyllis

4

BOOK 3512

BOARD of SUPERVISORS

1217591

Road

10

Date Accepted:

5-CSL-7

Fremont Avenue # 393

*23
514*

RESOLUTION ACCEPTING DEED

WHEREAS, MABEL E. WILLSON has tendered to COUNTY OF SANTA CLARA, State of California, a Deed of Right of Way for purposes of a road, which Deed is sufficient in form to convey title to that certain real property situate and being in the County of Santa Clara, State of California, more particularly described hereinbelow, to said County of Santa Clara, to-wit:

Beginning at the point of intersection of the Westerly line of the lands described in Parcel 1 of that certain Deed of Gift from Vivian Losse Blair, a widow, to Beatrice Blair Steinbeck and Carolyn Losse Blair Keturakat, dated December 30, 1948, and recorded Dec. 31, 1948 in Volume 1726 of Official Records, at page 85, Records of Santa Clara County, California, and the Northerly line of Fremont Avenue (60.00 feet wide); thence from said point of beginning Westerly along the Northerly line of Fremont Avenue S 89° 48' W 133.34 feet to a point; thence Northerly at right angles to the Northerly line of Fremont Avenue (60.00 feet wide) N 0° 12' W 12.00 feet to a point; thence Easterly along a line parallel to and distant 12.00 feet Northerly at right angles from the Northerly line of Fremont Avenue (60.00 feet wide), N 89° 48' E 130.00 feet to a point in the Westerly line of the lands now or formerly of A. T. Losse et al; thence Southerly along the Westerly line of the lands now or formerly of Losse et al, S 15° 45' E 12.46 feet to the point of beginning; containing approximately 0.036 acres of land and being a portion of Section 3 Township 7 South Range 2 West M.D.B. & M.

NOW, THEREFORE, IT IS HEREBY RESOLVED that said Board of Supervisors of the County of Santa Clara accept said Deed so tendered to it; and

IT IS HEREBY FURTHER ORDERED that the Clerk of the Board of Supervisors be, and he is hereby authorized to record said Deed.

M.E.D.

Willson, Mabel FEB 23 1951

ROLL CALL: YES ☒ NO ☒ CL ☒ NO ☒

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 23rd day of February, 1954, by the following vote:

AYES: Supervisors, Brown, Della Maggiore, Gaspar, Levin, McKinnon,

NOES: Supervisors, None

ABSENT: Supervisors, None


Chairman of the Board of Supervisors

ATTEST: RICHARD OLSON


Clerk of the Board of Supervisors

RESOLUTION ACCEPTING DEED

WHEREAS, MABEL E. WILLSON has tendered to COUNTY OF SANTA CLARA, State of California, a Deed of Right of Way for purposes of a road, which Deed is sufficient in form to convey title to that certain real property situate and being in the County of Santa Clara, State of California, more particularly described hereinbelow, to said County of Santa Clara, to-wit:

Beginning at the point of intersection of the Westerly line of the lands described in Parcel 1 of that certain Deed of Gift from Vivian Losse Blair, a widow, to Beatrice Blair Steinbeck and Carolyn Losse Blair Keturakat, dated December 30, 1948, and recorded Dec. 31, 1948 in Volume 1726 of Official Records, at page 85, Records of Santa Clara County, California, and the Northerly line of Fremont Avenue (60.00 feet wide); thence from said point of beginning Westerly along the Northerly line of Fremont Avenue S 89° 48' W 133.34 feet to a point; thence Northerly at right angles to the Northerly line of Fremont Avenue (60.00 feet wide) N 0° 12' W 12.00 feet to a point; thence Easterly along a line parallel to and distant 12.00 feet Northerly at right angles from the Northerly line of Fremont Avenue (60.00 feet wide), N 89° 48' E 130.00 feet to a point in the Westerly line of the lands now or formerly of A. T. Losse et al; thence Southerly along the Westerly line of the lands now or formerly of Losse et al, S 15° 45' E 12.46 feet to the point of beginning; containing approximately 0.036 acres of land and being a portion of Section 3 Township 7 South Range 2 West M.D.B. & M.

NOW, THEREFORE, IT IS HEREBY RESOLVED that said Board of Supervisors of the County of Santa Clara accept said Deed so tendered to it; and

IT IS HEREBY FURTHER ORDERED that the Clerk of the Board of Supervisors be, and he is hereby authorized to record said Deed.


BOOK 2918 - 375

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 23rd day of February, 1954, by the following vote:

AYES: Supervisors, Brown, Della Maggiore, Gaspar, Levin, McKinnon

NOES: Supervisors, None

ABSENT: Supervisors, None


Chairman of the Board of Supervisors

ATTEST: RICHARD OLSON


Clerk of the Board of Supervisors

The foregoing instrument is a
correct copy of the original
on file in this office

ATTEST: RICHARD OLSON

Clerk Board of Supervisors

By 

Dated: FEB 23 1954

Return to Richard Olson, Clerk of Board
of Supervisors
County House, San Jose

THE BOARD OF SUPERVISORS
COUNTY OF SAN JOSE
CALIFORNIA
JANUARY 10, 1934
TO THE CLERK OF THE BOARD
OF SUPERVISORS
COUNTY HOUSE
SAN JOSE, CALIF.

This Indenture, Made the 15th day of July
in the year of our Lord, nineteen hundred and 54, BETWEEN

Mabel E. Wilson

.....of the County of Santa Clara
State of California, the party Y.....of the first part, and the COUNTY OF SANTA CLARA, a body politic
and corporate and a political subdivision of the State of California, the party of the second part,

Witnesseth: That the said part.....of the first part, for and in consideration of the
sum of (\$1.00) one dollar to her in hand paid receipt of which is hereby
acknowledged

do as.....by these presents grant, convey, confirm and dedicate unto the said party of the second part, and
to its successors and assigns forever, for use as a public road and highway, all that certain strip, piece and
parcel of land, situate, lying and being in Road District Number 5, in the
said County of Santa Clara, State of California, and bounded and particularly described as follows, to-wit:

Beginning at the point of intersection of the Westerly line
of the lands described in parcel 1 of that certain deed of gift
from Vivian Losse Blair, a widow, to Beatrice Blair Steinbeck and
Carolyn Losse Blair Keturakat, dated December 30, 1948, and re-
corded Dec. 31, 1948 in Volume 1726 of Official Records, at page
85, Records of Santa Clara County California, and the Northerly line
of Fremont Avenue (60.00 feet wide); thence from said point of be-
ginning Westerly along the Northerly line of Fremont Avenue
S 89° 48' W 133.34 feet to a point; thence Northerly at right
angles to the Northerly line of Fremont Avenue (60.00 feet wide)
N 0° 12' W 12.00 feet to a point; thence Easterly along a line
parallel to and distant 12.00 feet Northerly at right angles from
the Northerly line of Fremont Avenue (60.00 feet wide), N 89° 48'
E 130.00 feet to a point in the Westerly line of the lands now or
formerly of A. T. Losse et al; thence Southerly along the Westerly
line of the lands now or formerly of Losse et al, S 15° 45' E
12.46 feet to the point of beginning; containing approximately 0.036
acres of land and being a portion of Section 3 Township 7 South
Range 2 West M.D.B. & M.

991405

FILED FOR RECORD
AT REQUEST OF

BOARD OF SUPERVISORS

1954 JUL 20 AM 9:36

BOOK 2918 PAGE 372

IN VOL

PAGE

OFFICIAL RECORDS,

SANTA CLARA COUNTY

RECORDED

19-14 COMPARED

BOOK 2918 PAGE 373

To Have and to Hold all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever, for use as a public highway.

In Witness Whereof, the said part Y of the first part ha 2 hereunto set HER hand the day and year first above written.

Mabel E. Willson

State of California }
County of Santa Clara } SS.

On this 15TH day of JULY, A.D. nineteen hundred and 54 before me, FRANK C. RICE, A Notary Public in and for said County of Santa Clara, residing therein, duly commissioned and sworn, personally appeared MABEL E. WILLSON

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

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, in the said County of Santa Clara the day and year in this certificate first above written.



Frank C. Rice
Notary Public in and for the County of Santa Clara,
State of California
(over)

DEED FOR ROAD

Road District No. 5

Mabel E. Willson

TO

County of Santa Clara

Dated July 15, 1954, 19

Recorded at the Request of

in Book.....of Deeds, Page.....

et seq....., 19.....

at.....min. past.....o'clock

.....M., Records of Santa Clara County,

State of California.

.....
County Recorder

By.....

Deputy