

1300

ORIGINAL

When Recorded

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

2000-3

DOCUMENT: 15396987



Titles: 1 / Pages: 7

Fees... * No Fees

Taxes...

Copies...

AMT PAID

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

RDE # 010
9/20/2000
3:31 PM

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

Project Identification: 7073-30-52-98B Englewood Avenue

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

hereinafter referred to as "Owner".

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

NOW, THEREFORE, IT IS AGREED:

I. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

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

II. STREET AND DRAINAGE IMPROVEMENTS

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

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

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

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

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

To be recorded without fee
as per Gov. Code 6103

APN: 592-07-019

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

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

III. PERFORMANCE OF THE WORK

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

IV. JOINT COOPERATIVE PLAN

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

V. REVIEW OF REQUIREMENTS

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

VI. MAINTENANCE OF IMPROVEMENTS

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

Deferred Improvement Agreement

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

BONDS

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

VIII. INSURANCE

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

IX. INDEMNITY

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

IN WITNESS WHEREOF, County has executed this agreement as of

December 30, 1999.

COUNTY OF SANTA CLARA

M.J. Mudd

County Road Commissioner or
~~County Surveyor~~

IN WITNESS WHEREOF, Owner has executed this agreement as of

October 15, 1999

Anne Ruler

David Cannon

Owner(s)

Hanne Sofholm Cannon

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

APPROVED AS TO FORM AND LEGALITY:

Brian L. Carr

Deputy County Counsel

8/4/99

(Date)

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On Oct 15, 1999 before me, Annette Reber Notary Public

personally appeared - David Cannon and Kathie Sathorn Cannon

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Annette Reber
Signature of Notary Public

OPTIONAL

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

Description of Attached Document ID # 7073-30-52-98B
Title or Type of Document: Agreement by Owner of his Successors Interest & Construct
Future Land Development Improvements

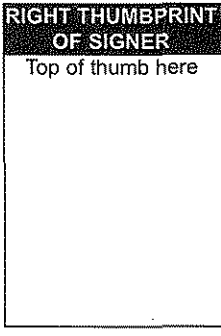
Document Date: 8/4/99 Number of Pages: 3

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: David Cannon

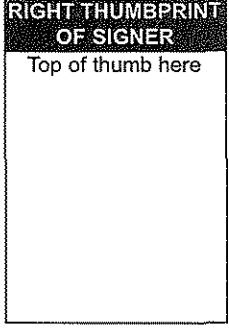
- Individual
- Corporate Officer
- Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: Kathie Sathorn Cannon

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



Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

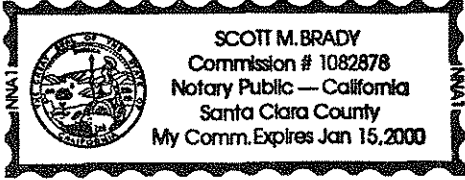
State of California

County of Santa Clara

On December 30, 1999 before me, Scott M. Brady, Notary Public

personally appeared Michael J. Mordter, AKA M.J. Mordter

personally known to me – **OR** – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Scott M. Brady
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Deferred Improvement Agreement

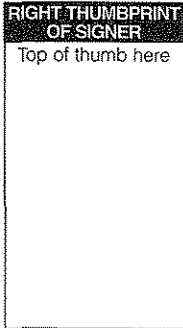
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

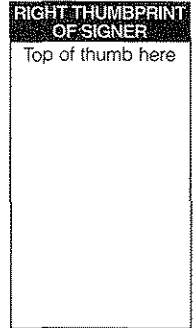
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

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

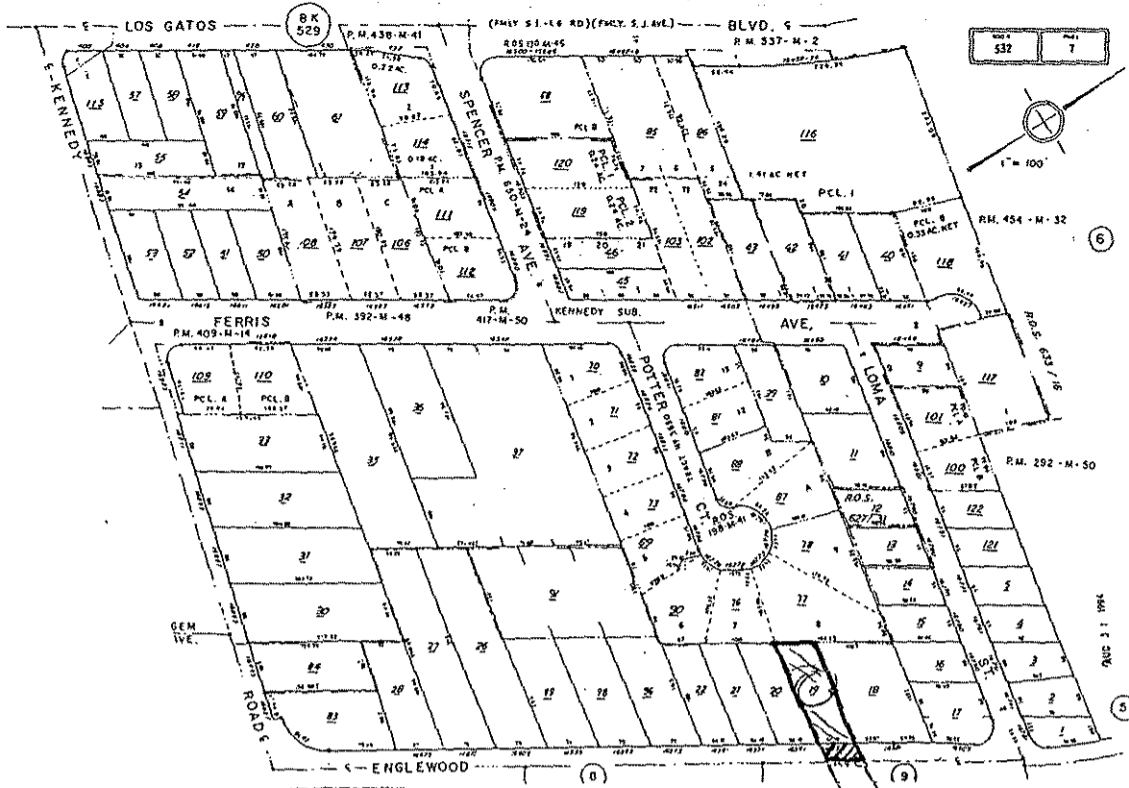


Signer Is Representing:

EXHIBIT "A"

DEED

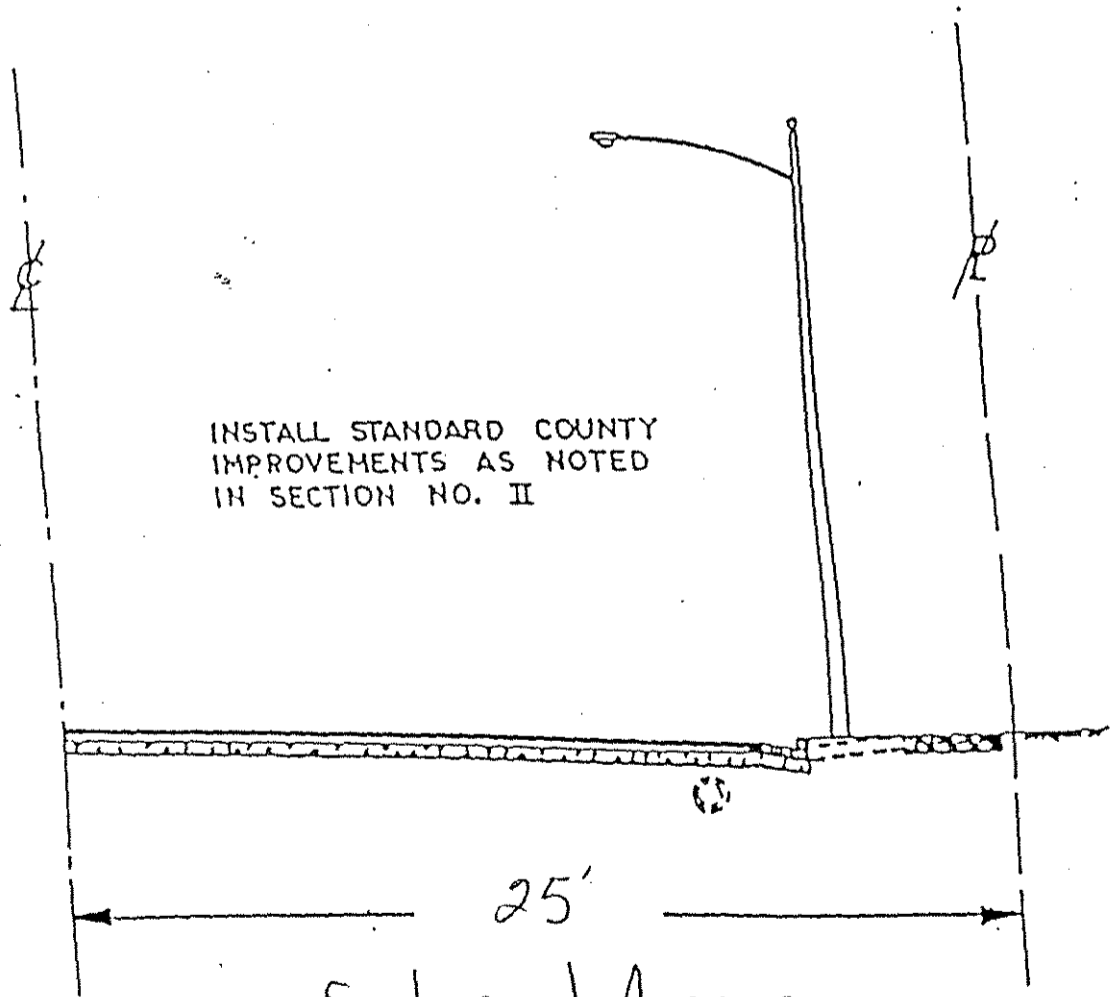
All that certain parcel of land described in that Grant Deed, from Kathie J. Safholm to David Cannon and Kathie Safholm Cannon recorded in Document #14973943 Official Records, Office of the Recorder, County of Santa Clara, State of California, which description is by this reference incorporated herein.



PLAN VIEW (No Scale)

LIMITS OF WORK

APN # 532-07-019 500 Scale Map # 139



INSTALL STANDARD COUNTY IMPROVEMENTS AS NOTED IN SECTION NO. II

25'

Englewood Avenue
COUNTY ROAD NAME

TYPICAL 1/2 STREET SECTION (NO SCALE)

EXHIBIT "B"
DEFERRED IMPROVEMENT AGREEMENT
FILE NO. 7073-30-52-98B

December 2, 1960

Mr. Robert M. Davies
Attorney at Law
Post Office Box 946
Los Gatos, California

Dear Mr. Davies:

This is to advise that the Board of Supervisors approved your request on behalf of Hillbrook School for permission to install guide signs at turn of Kennedy Road and Englewood Avenue, and at Marchmont Drive and Englewood Avenue.

Very truly yours,

BOARD OF SUPERVISORS

Eileen L. Owen, Deputy
Clerk of the Board

ELO:jm

Englewood Subdivision
This Indenture, Made the thirty-first day of August

in the year of our Lord, nineteen hundred and thirty eight, BETWEEN

✓ CHARLES A. MANN and HATTIE ANN MANN, his wife, SARAH JONES CONWELL,
unmarried, JOSEPHINE MINEO
and MARY J. LITTLEFIELD, a widow, of the County of Santa Clara,
and LUKE FULICH

Wm. French
of the County of Los Angeles,

State of California, the part i.e.s. 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 the benefits accruing to the parties of the first part by reason of the acceptance of the roadway 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 5, in the said County of Santa Clara, State of California, and bounded and particularly described as follows, to-wit:

Lying in the Rancho Rinconada de Los Gatos.

× Beginning at an iron pipe set in the Southwesterly line of "Tract #38, Englewood Subdivision" as said tract is shown on a Map recorded in Book One of Maps, pages 28 and 29, in the office of the County Recorder of Santa Clara County, California, and at the common corner of that certain 44.05 acre tract deeded to Sarah Jones Conwell by R. J. O'Connor as Trustee by deed dated Dec. 27, 1933, and Recorded in Book 672 of Official Records, page 73, in the office of the County Recorder of Santa Clara County, California, and of that certain 3.052 acre tract deeded to Luke Pulich by E. A. Putnam by deed dated April 5, 1929, and Recorded in Book 457 of Official Records, page 299, in the office of the County Recorder of Santa Clara, County, California, from which an iron pipe set in the center line of Englewood Avenue at the Southwesterly terminus thereof bears S. 78° 41' E. 4.03 feet, and running thence along the Southwesterly line of said "Tract #38, Englewood Subdivision" N. 78° 41' W. 21.30 feet to an iron pipe set at the point of intersection of the Southwesterly line of said tract and the Northwesterly line of Englewood Avenue, and running thence Southwesterly on a curve to the right from a tangent bearing S. 20° 31' W. with a radius of 467.04 feet through an angle of 9° 12' for a distance of 74.98 feet to an iron pipe and running thence Southwesterly on a curve to the right from a tangent bearing S. 29° 43' W. with a radius of 27.49 feet through an angle of 71° 36' for a distance of 34.37 feet to an iron pipe set in the Northeasterly line of Loma Avenue and running thence along the Northeasterly line of Loma Avenue, N. 78° 41' W. 38.32 feet to an iron pipe and running thence across Loma Avenue, S. 11° 19' W. 40.00 feet to an iron pipe and running thence Southeasterly on a curve to the right from a tangent bearing S. 78° 41' E. with a radius of 25.19 feet through an angle of 115° 08' for a distance of 50.65 feet to an iron pipe and running thence Southwesterly on a curve to the left from a tangent bearing S. 36° 27' W. with a radius of 1536.38 feet through an angle of 2° 06' for a distance of 56.68 feet to an iron pipe set in the dividing line between the aforementioned 3.052 acre tract deeded to Luke Pulich and that certain 4.25 acre tract deeded to Charles A. Mann et ux by E. A. Putnam by deed dated Dec. 28, 1928 and Recorded in Book 446 of Official Records, page 81, in the office of the County Recorder of Santa Clara County, California, and running thence Southwesterly on a curve to the left from a tangent bearing S. 34° 21' W. with a radius of 1536.38 feet through an angle of 2° 10' for a distance of 57.93 feet to an iron pipe and running thence S. 32° 11' W. 268.46 feet to an iron pipe set in the dividing line between the aforementioned 4.25 acre tract deeded to Charles A. Mann and that certain tract deeded to Josephine Mineo by Wm. H. French et ux by deed dated Aug. 26, 1897, and recorded in Book 199 of Deeds, page 628, in the office of the County Recorder of Santa Clara County, California, and running thence S. 32° 11' W. 519.48 feet to an iron pipe and running thence on a curve to the right from a tangent bearing S. 32° 11' W. with a radius of 67.12 feet through an

angle of $73^{\circ} 22'$ for a distance of 86.03 feet to an iron pipe and running thence S. $15^{\circ} 33'$ W. 10.00 feet to a point on the Northeasterly line of Kennedy Road and running thence along the Northeasterly line of Kennedy Road S. $74^{\circ} 27'$ E. 67.88 feet to the most Southerly corner of the aforementioned tract deeded to Josephine Mineo and running thence S. $32^{\circ} 11'$ W. 20.87 feet to a bolt set in the center line of Kennedy Road at the most Westerly corner of the aforementioned 44.05 acre tract deeded to Sarah Jones Conwell, and running thence along the center line of Kennedy Road, S. $74^{\circ} 27'$ E. 70.27 feet and running thence N. $15^{\circ} 33'$ E. 30.00 feet, and running thence Northwesterly on a curve to the right from a tangent bearing N. $74^{\circ} 27'$ W. with a radius of 22.35 feet through an angle of $106^{\circ} 38'$ for a distance of 41.57 feet to an iron pipe and running thence N. $32^{\circ} 11'$ E. 793.00 feet to an iron pipe and running thence Northeasterly on a curve to the right from a tangent bearing N. $32^{\circ} 11'$ E. with a radius of 1486.38 feet through an angle of $5^{\circ} 40'$ for a distance of 147.00 feet to an iron pipe and running thence Northeasterly on a curve to the left from a tangent bearing N. $37^{\circ} 51'$ E. with a radius of 517.04 feet through an angle of $17^{\circ} 20'$ for a distance of 156.42 feet to an iron pipe and running thence N. $20^{\circ} 31'$ E. 8.10 feet to an iron pipe set at the point of intersection of the Southwesterly line of the aforementioned "Tract #38, Englewood Subdivision" and the Southeasterly line of Englewood Avenue and running thence along the Southwesterly line of said "Tract #38, Englewood Subdivision" N. $78^{\circ} 41'$ W. 29.36 feet to the place of beginning. Courses true, Magnetic Variation $18^{\circ} 00'$ East.

State of California,

COUNTY OF LOS ANGELES

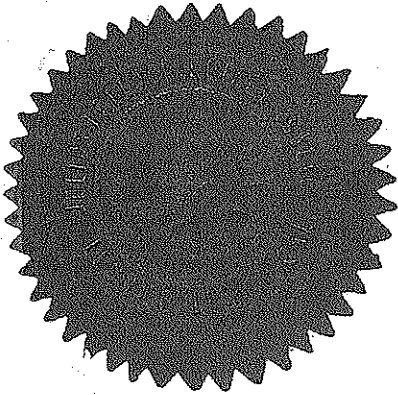
} ss.

On this 6th day of September, A.D., 1938, before me,
Julius Pollock

a Notary Public in and for said County and State, personally appeared
Luke Pulich, a single man

....., known to me,
(or proved to me on the oath of.....),
to be the person..... whose name..... is..... subscribed to the within
Instrument, and acknowledged to me that.....he..... executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my
official seal the day and year in this certificate first above written.



Julius Pollock
Notary Public in and for said County and State.

ACKNOWLEDGMENT—GENERAL—WOLCOTT FORM 232.

Thereupon on motion it is resolved and
ordered that the above deed be accepted and
the clerk directed to place the same of rec-
ord in the County Recorder's Office, Proceed-
ing of the Board of Supervisors.

Frank W. Hogan, Clerk.
by R. L. Norton, Deputy Clerk.

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.

Mary Pittsfield Sarah Conwell
Charles A Mann
Hattie Ann Mann
Luke Pulich
her mark Josephine Mineo
Mrs J. J. Stocker

State of California,
County of Santa Clara. } ss.

On this 17th. day of September, A. D. nineteen hundred and

thirty eight, before me, E.H. Rounds, a Notary Public
in and for said County of Santa Clara, residing therein, duly commissioned and sworn, personally appeared
CHARLES A. MANN and HATTIE ANN MANN, his wife, SARAH JONES CONWELL,
JOSEPHINE MINEO

known to me to be the persons whose names are subscribed to the within instrument, and
acknowledged that he y 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.

E.H. Rounds

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

My commission expires March 19th. 1941

55428

Handwritten: 142399
#1300

DEED FOR ROAD

Road District No.

CHARLES A. MANN et al

TO

County of Santa Clara.

Dated August 31, 1938

Recorded at the Request of

~~GRANTOR~~ ~~GRANTEE~~ ~~SPECIAL~~ ~~INDEXED~~ ~~PAGES~~
 in Book of Deeds
 et seq.
 Filed for Record at the Request of
 at Santa Clara Co. past o'clock
24 SEP 27 1938
 M., Records of Santa Clara County,
 and recorded in of Official
 State of California, of
 Santa Clara County Records, 135 of
CHARLES A. MANN County Recorder.
 Deputy Recorder.
 By Deputy.

Englewood Ave.

Deed of Partial Reconveyance

Know All Men by These Presents:

Whereas, on March 22, 19 38,

SARAH JONES CONWELL, unmarried,

made, executed and delivered a Deed of Trust to.....

CORPORATION OF AMERICA, a corporation,

as Trustee for BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,
a national banking association,

as Beneficiary, which Deed of Trust was recorded on April 1, 19 38, in

the office of the County Recorder of County of Santa Clara

State of California, in Volume 869 of Official Records, at Page 250, et seq.; and

Whereas, CORPORATION OF AMERICA is now the Trustee under said Deed of Trust; and

Whereas, pursuant to the terms of said Deed of Trust, the CORPORATION OF AMERICA has been requested to execute a partial reconveyance, and is authorized to reconvey the real property hereinafter described, conveyed to it by said Deed of Trust;

Now, Therefore, said CORPORATION OF AMERICA, a corporation, as Trustee, does hereby remise, grant, release and reconvey to the person or persons legally entitled thereto all of the estate and interest derived by it through or under said Deed of Trust, in and to the following described portion of the premises therein described, to-wit:

(Description)

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

BEGINNING at an iron pipe set in the Southwesterly line of Tract No. 38, Englewood Subdivision, as shown on the map filed for record in the County Recorder's Office of Santa Clara County, State of California, in Volume 1 of Maps, at pages 28 and 29, and at the common corner of that certain 44.05 acre tract described in the Trustee's Deed to Sarah Jones Conwell by R. J. O'Connor, as trustee, dated December 27, 1933, in Volume 672 of Official Records, at page 73, Records of Santa Clara County, and of that certain 3.052 acre tract deeded to Luke Pulich by E. A. Putnam by Deed dated April 5, 1929, in Volume 457 of Official Records, at page 299, Records of Santa Clara County, from which an iron pipe set in the center line of Englewood Avenue at the Southwesterly terminus thereof, bears South 78° 41' East 4.03 feet; thence running from said point of beginning and along the Northwesterly line of the 44.05 acre tract described in the Deed to Conwell above referred to, South 32° 11' West 1163.11 feet to a bolt set in the center line of Kennedy Road at the most Westerly corner of the aforementioned 44.05 acre tract described in the Deed to Sarah Jones Conwell above referred to; and running thence along the center line of Kennedy Road, South 74° 27' East 70.27 feet; thence leaving the center line of Kennedy Road and running North 15° 33' East 30.00 feet; and running thence Northwesterly on a curve to the right from a tangent bearing North 74° 27' West with a radius of 22.35 feet through an angle of 106° 38' for a distance of 41.57 feet to an iron pipe and running thence North 32° 11' East 793.00 feet to an iron pipe and running thence Northeasterly on a curve to the right from a tangent bearing North 32° 11' East with a radius of 1486.38 feet through an angle of 5°

40' for a distance of 147.00 feet to an iron pipe and running thence Northeasterly on a curve to the left from a tangent bearing North 37° 51' East with a radius of 517.04 feet through an angle of 17° 20' for a distance of 156.42 feet to an iron pipe and running thence North 20° 31' East 8.10 feet to an iron pipe set at the point of intersection of the Southwesterly line of the aforementioned "Tract #38, Englewood Subdivision" and the Southeasterly line of Englewood Avenue; and running thence along the Southwesterly line of said "Tract #38, Englewood Subdivision" North 78° 41' West 29.36 feet to the place of beginning.

Handwritten initials/signature

Handwritten initials/signature

Thereupon on motion it is resolved and ordered that the above deed be accepted and the clerk directed to place the same of record in the County Recorder's Office, Proceeded by R. J. O'Connor, Deputy Clerk of the Board of Supervisors.

STATE OF CALIFORNIA,

County of Santa Clara } ss.

On this 21st day of September, in the year one thousand nine hundred and thirty-eight, before me Neal McGrady

a Notary Public in and for said County and State, and residing therein, duly commissioned and sworn, personally appeared I. D. Mable, an officer to-wit: Manager of the BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, and ex-officio agent of CORPORATION OF AMERICA, a corporation, known to me to be the person who executed the within instrument on behalf of CORPORATION OF AMERICA, a corporation, therein named, and acknowledged to me that said CORPORATION OF AMERICA, a corporation, executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year first hereinabove written.

Neal McGrady

Notary Public in and for the.....

County of Santa Clara
State of California.



142398
Deed of Partial Remuneration

CORPORATION OF AMERICA,
a corporation.

TO THE 869/250

Person or Persons Legally Entitled Thereto
(Conwell)

DATED: Sept. 21st, 1938

[Signature]
CORRECTION

INDEXED PAGES
GRANTOR
GRANTEE
SPECIAL
Filed for Record at the Request of
Santa Clara Co.

SEP 27 1938

at 25 min. past 4 o'clock P. M.
and recorded in Volume 898 of Official
Records, page 97 of seq., Santa
Clara County Records.

CHARLES A. PAYNE, Recorder
[Signature]
Deputy Recorder

140

Amplum

Deed of Partial Reconveyance

Know All Men by These Presents:

Whereas, on March 22, 1938

SARAH JONES CONWELL, unmarried,

made, executed and delivered a Deed of Trust to

CORPORATION OF AMERICA, a corporation,

as Trustee for BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,
a national banking association,

as Beneficiary, which Deed of Trust was recorded on April 1, 1938 in

the office of the County Recorder of County of Santa Clara

State of California, in Volume 869 of Official Records, at Page 250 et seq.; and

Whereas, CORPORATION OF AMERICA is now the Trustee under said Deed of Trust; and

Whereas, pursuant to the terms of said Deed of Trust, the CORPORATION OF AMERICA has been requested to execute a partial reconveyance, and is authorized to reconvey the real property herein-after described, conveyed to it by said Deed of Trust;

Now, Therefore, said CORPORATION OF AMERICA, a corporation, as Trustee, does hereby remise, grant, release and reconvey to the person or persons legally entitled thereto all of the estate and interest derived by it through or under said Deed of Trust, in and to the following described portion of the premises therein described, to-wit:

(Description)

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

BEGINNING at an iron pipe set in the Southwesterly line of Tract No. 38, Englewood Subdivision, as shown on the map filed for record in the County Recorder's Office of Santa Clara County, State of California, in Volume 1 of Maps, at pages 28 and 29, and at the common corner of that certain 44.05 acre tract described in the Trustee's Deed to Sarah Jones Conwell by R. J. O'Connor, as trustee, dated December 27, 1933, in Volume 672 of Official Records, at page 73, Records of Santa Clara County, and of that certain 3.052 acre tract deeded to Luke Pulich by E. A. Putnam by Deed dated April 5, 1929, in Volume 457 of Official Records, at page 299, Records of Santa Clara County, from which an iron pipe set in the center line of Englewood Avenue at the Southwesterly terminus thereof, bears South 78° 41' East 4.03 feet; thence running from said point of beginning and along the Northwesterly line of the 44.05 acre tract ~~to Sarah Jones Conwell above referred to,~~ South 32° 11'

*on it resolved and
e deed be accepted and
place the same of rec
der's Office Proceed
supervision*

In Witness Whereof, said CORPORATION OF AMERICA, a corporation, has caused these

presents to be executed by an officer, to-wit: managers
of the BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION and ex-officio
agent of the said CORPORATION OF AMERICA, a corporation, by virtue of a resolution of its Board
of Directors, heretofore recorded in the aforesaid County.

DATED: September 21, 1938

CORPORATION OF AMERICA, a corporation,
Trustee.
By Annabie
Its Agent.

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

GENTLEMEN:

Your Committee, to whom was referred the Petition of _____

Engelwood Avenue

to accept _____

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

I have examined into the matter and find that the said Engelwood Avenue

_____ has been regularly dedicated to public use as a highway by a map thereof, with a formal deed of dedication endorsed thereon, which said map is on file and of record in the office of the County Recorder of Santa Clara County, California, in Map Book 1, at page 28 & 29, of the records of said county _____

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

I would therefore recommend that said Engelwood Avenue

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



Supervisor Dist. No. 5

No. 1300

REPORT

OF

Supervisor

Perley
OR

Petition of

TO ACCEPT

Angela M. Lane

Filed JUL-6 1966

FRANK W. HOGAN
CLERK

B. J. Williams
Deputy Clerk.

I am willing to take it over

Rt. 1, Box 183
Campbell, Calif.
June 25, 1936

County Supervisors
Court House
San Jose
California

Attention of Mr. Cooley

Dear Sir

We wish that the County would take over and improve Englewood Avenue, which is some eleven hundred feet long, running south off Shannon Road. This Avenue has been approved by the County Board of Supervisors, and also the County Planning Commission.

W. H. H. H. H.
E. E. G. G.
C. H. H. H.
L. C. C. C.
W. J. J. J.
M. J. J. J.
A. M. M. M.
E. R. R. R.
C. E. E. E.
J. B. B. B.
J. S. S. S.

173 B/443
103 Englewood Ave
South Berkeley
Cassia M. Faulkner
Mrs. F. H. Bergold

Frank W. Bergold
Lyman Bergold
J. P. Hohoff

Carl G. G. G.