

Exhibit A

BOARD OF SUPERVISORS
 COUNTY COUNSEL
 OWNER
 TITLE COMPANY
 CONTROLLER
 PUBLIC WORKS

AGREEMENT IN SETTLEMENT
 AND COMPROMISE OF LITIGATION

This agreement is entered into by and between the COUNTY OF SANTA CLARA of the State of California (hereinafter referred to as "County") and EDWIGES L. TORRES and AMELIA TORRES (hereinafter referred to collectively as "Owners") and is based on the following:

WHEREAS, the County has heretofore commenced an action to condemn the hereinafter described lands of owners for county airport purposes; and

WHEREAS, the parties desire to settle and compromise such litigation;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. County agrees to buy and Owners agree to sell all that real property located in the City of San Jose, State of California, described as follows:

"PORTION of Lot 40 as said Lot is shown upon that certain Map entitled, "Map of Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Book C of Maps, page 57, and more particularly described as follows:

"Beginning at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 158.77 feet from the point of intersection of said center line of Swift Avenue with the centerline of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinabove referred to; thence running along said center line of Swift Avenue South 28° 44' East 64.76 feet to the most Northwesterly corner of the parcel of land conveyed by Carlos Franco, et ux, to Artemio Castro, et ux, by Deed recorded January 12, 1951 in Book 2132 of Official Records, page 540, Santa Clara County Records, thence leaving said line of Swift Avenue and running along the Northwesterly line of said Castro Parcel South 49° 51' West 336.62 feet to a point in the line dividing Lots 39 and 40 as shown upon the Map hereinabove referred to; thence along said dividing line North 40° 09' West 63.48 feet to a point in said dividing line which bears South 40° 08' East 165.16 feet from the point of intersection of said dividing line with the said center line of Cunningham Avenue hereinabove referred to; thence parallel with the said center line of Cunningham Avenue North 49° 51' East 349.44 feet to the point of beginning."

2. The purchase price for said property is Six Thousand Five Hundred Dollars (\$6,500.00) to be paid in the following manner:

(a) Upon passage of title to said property to the County, in conformity with paragraph 3 below, County will instruct the title company to release to owners the sum of Six Thousand Two Hundred Fifty Dollars (\$6,250.00).

(b) After the removal by owners of all improvements located on said property together with the removal of all combustible materials and rubbish therefrom, as hereinafter described, County will instruct the title company to release to owners the sum of Two Hundred Fifty Dollars (\$250.00).

3. Owners agree to convey to County fee simple title to said property free and clear of all taxes, liens, encumbrances or defects of title with the following exceptions only:

(a) The lien of real property taxes for the 1963-64 fiscal year will be prorated as of the date of passage of title to County.

(b) The County will take title subject to encumbrances numbers 2 (public street easement), 3 (power line easement) and 4 (electric and telephone easements) as shown upon Title Insurance and Trust Company preliminary report number 240583, dated October 8, 1962.

4. The Owners shall be permitted to remain upon the property for the purpose of salvaging and removing therefrom all improvements located on said property. The Owners do hereby agree to vacate the property and to completely clear the same of all improvements, all rubbish and all combustible materials, at no additional cost or expense to the County other than as provided

in paragraph 2(b) above, all of which shall be completed no later than August 1, 1964. In the event that said clearance and removal is not completed on or before August 1, 1964, the Owners shall have no further right to the Two Hundred Fifty Dollars (\$250.00) described in paragraph 2(b) hereinabove and County shall be privileged to retain the same free of all claims of Owners.

5. County will deposit the sum of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) in escrow with Title Insurance and Trust Company, San Jose, with instructions to disburse the same to Owners after recordation of a grant deed to County and issuance of a policy of title insurance in accordance with paragraph 3 hereinabove. County will deposit the additional sum of Two Hundred Fifty Dollars (\$250.00) in escrow for disbursement to Owners upon Owners' compliance with paragraph 4 hereinabove on or before August 1, 1964.

6. Owners agree to indemnify and hold County harmless from any and all loss or liability arising from Owners' possession or use of the premises or activities in clearing the same as described hereinabove.

7. County will pay costs of title insurance, and revenue stamps if needed, upon the deed.

8. This agreement shall be binding on the successors of the parties hereto.

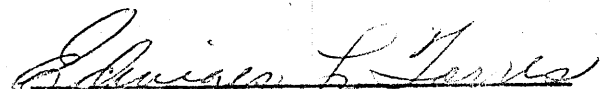
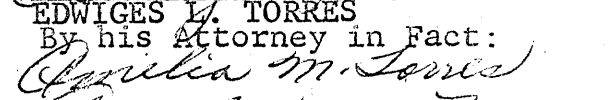
IN WITNESS WHEREOF, the parties have affixed their signatures on June 10, 1964.

COUNTY OF SANTA CLARA
of the State of California

By _____
Chairman, Board of Supervisors

"County"

RSH:cw - 6-10-64


EDWIGES L. TORRES
By his Attorney in Fact:

AMELIA TORRES

"Owners"

** A General Power of Attorney recorded in the Office of the County Recorder, Santa Clara Co., Calif. on June 10, 1964, ~~xxxxxxx~~ at 8:50 a.m., #2644178.

Project: Reid's Hillview

Parcel No.: 14-13

Grantor: Torres

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Edwiges Lozam Torres and Amelia Torres, 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

(\$ _____).

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 Exceptions 2, 3 and 4 of preliminary title report #240583 dated October 8, 1962

and agrees that said deed will be deposited with the T.I. & Trust Title Insurance Company in escrow account no. 240583 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.

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 _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this _____ day of _____, 19_____.

Owner

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

By _____
Deputy County Counsel

9/29/61

EXHIBIT A

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

PORTION of Lot 40 as said Lot is shown upon that certain Map entitled, "Map of Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Book C of Maps, page 57, and more particularly described as follows:

Beginning at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 158.77 feet from the point of intersection of said center line of Swift Avenue with the centerline of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinabove referred to; thence running along said center line of Swift Avenue South 28° 44' East 64.76 feet to the most Northwesterly corner of the parcel of land conveyed by Carlos Franco, et ux, to Artemio Castro, et ux, by Deed recorded January 12, 1951 in Book 2132 of Official Records, page 540, Santa Clara County Records, thence leaving said line of Swift Avenue and running along the Northwesterly line of said Castro Parcel South 49° 51' West 336.62 feet to a point in the line dividing Lots 39 and 40 as shown upon the Map hereinabove referred to; thence along said dividing line North 40° 09' West 63.48 feet to a point in said dividing line which bears South 40° 08' East 165.16 feet from the point of intersection of said dividing line with the said center line of Cunningham Avenue hereinabove referred to; thence parallel with the said center line of Cunningham Avenue North 49° 51' East 349.44 feet to the point of beginning.

I.R.S. 87.15

Grant Deed Individual

3052055



EDWIGES LOZANO TORRES and AMELIA TORRES, his wife, joint tenants,

the first parties, hereby GRANT TO the COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

the second party, all that real property situated in the

County of Santa Clara, State of California, described as follows:

BOOK 6551 PAGE 461
Request of
Title Insurance and Trust Co.
JUN 22 1964
PAUL R. TELLER, Recorder,
Santa Clara County, Official Seal
Above space for Recorder

PORTION of Lot 40 as said Lot is shown upon that certain Map entitled "Map of Subdivision of the Fillmore Tract" which Map was recorded February 14, 1888 in the Office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57, and more particularly described as follows:

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon S. 28° 44' E. 158.77 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 50 feet wide, as said Avenues are shown upon the recorded Map hereinafter referred to; thence running along said center line of Swift Avenue S. 28° 44' E. 64.76 feet; to the most Northwesterly corner of the parcel of land conveyed by Carlos Franco, et ux, to Artemo Castro, et ux, by Deed recorded January 12, 1951 in Book 2132, page 540 Official Records; thence leaving said center line of Swift Avenue and running along the Northwesterly line of said Castro parcel S. 49° 51' W. 336.62 feet to a point in the line dividing Lots 39 and 40 as shown upon the Map hereinafter referred to; thence along said dividing line N. 40° 09' W. 63.48 feet to a point in said dividing line which bears S. 40° 09' E. 165.15 feet from the point of intersection of said dividing line with the said center line of Cunningham Avenue, hereinabove referred to; thence parallel with the said center line of Cunningham Avenue N. 49° 51' E. 309.44 feet to the point of beginning.



WITNESSED on this 17th day of June, 1964.

Edwiges Lozano Torres
EDWIGES LOZANO TORRES
By his Attorney in fact,
Paul R. Teller
PAUL R. TELLER
Recorder

TO 44 C

(Attorney in Fact)

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

On JUNE 17, 1964 SS.

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

AMELIA TORRES before me, the under

known to me to be the person, whose name IS

subscribed to the within instrument, as the attorney-in fact of

and acknowledged to me EDRIGES LOZANO TORRES

person and she subscribed the name of

Witness my hand and official seal, this 17th day of

June 1964, at SANTA CLARA, California.

Notary Public in and for said State

G. W. MALE

Name (Typed or Printed)

Notary Public in and for said State

(11)

STAPLE HERE

2852005 JUN 22 64

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 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 16th day of June 196 4.

By: James T. Bell
~~James T. Bell~~ Director of Public Works
County of Santa Clara

JRK:o's

2



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 8, 1962

Fee: \$52.50

IMPORTANT

When replying refer to
Our No. 240583

- . Department of Public Works
- . 20 West Rosa Street
- . San Jose, California

Hillview Airport
Your No.

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m.

B.M. Blanchard

B.M. BLANCHARD

Title Officer

Vestee:

**EDWIGES LOZANO TORRES and AMELIA TORRES,
his wife, as joint tenants**

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Avenue.
- Third:** Right to erect, construct, reconstruct, replace, repair, maintain and use for the transmission and distribution of electricity, a single line of towers, and suspended upon and supported by such towers, all wires which the Grantee may from time to time deem to be reasonably required for those purposes, and telephone and telegraph wires for the private use of the Grantee, and all necessary and proper cross-arms, braces, connections, fastenings and other appliances and fixtures for use in connection with said towers and wires, and also a right of way along the same, extending across premises as follows:

Beginning at a point in the Northwesterly boundary line of said Lot 40, (Said Boundary Line being marked by the center line of Cunningham Avenue) from which the intersection of the Southwesterly boundary line of said Lot 40 with the Southeasterly boundary line of Cunningham Avenue (Said intersection being marked by the intersection of fences now upon the ground) bears South 7° 39' East 35.7'

distant, and running thence South 39° 20' East 1300' more or less, to a point in the Southwesterly boundary line of said Lot 40,

as granted by John Andrews and Marena Andrews, husband and wife, to Pacific Gas and Electric Company, a corporation, by instrument dated December 20, 1932 and recorded February 11, 1933 in Book 638 of Official Records, page 360.

Said instrument recites in part as follows:

Said Grantor, for the consideration aforesaid does further grant unto said Grantee, its successors and assigns, the right, easement or servitude of using said right of way for any and all purposes connected with the erection, construction, reconstruction, replacement, repair, maintenance and use, for the purposes aforesaid, of such towers, wires and appurtenant structures; and also the right of ingress to and egress from said right of way by a practicable route or routes across the aforesaid lands of said Grantor.

The Grantee hereby agrees that all transmission wires to be suspended on said towers of the Grantee shall be maintained at least 30', and all telephone and telegraph wires at least 25', above the average natural surface of the ground at the lowest part of such respective wires.

In exercising the right of ingress and egress hereby granted the Grantee, shall, whenever practicable, use existing roads or lanes, and shall repair any damage which may be caused by its use thereof.

The Grantee in the exercise and enjoyment of the rights hereby granted, shall avoid unreasonable interference with such use by the Grantor and the latter's successors in estate of the aforesaid right of way for mining and agricultural purposes as is not inconsistent with the Grantee's full enjoyment of the rights hereby granted; provided, however, that the Grantor and the latter's successors in estate shall not erect or construct, or permit to be erected or constructed, any building or other structure, or drill or operate any water, or oil, well, within 15 feet of the above described line.

Fourth: Right of Way for electric and Telephone transmission line over the Northeasterly 6 feet of Lot 40 hereinafter referred to, as granted by Anton J. Bondesen, et ux, to Pacific Gas and Electric Company, and The Pacific Telephone

and Telegraph Company, California corporations, by Deed dated August 23, 1946 and recorded October 23, 1946 in Book 1384 of Official Records, page 270, and reference is hereby made to the record thereof for further particulars.

Fifth: Agreement by Amelia M. Torres with Board of Supervisors, County of Santa Clara, State of California, dated April 2, 1956 and recorded April 5, 1956 in Book 3458 of Official Records, page 413, Recorder's Serial Number 1196563, wherein first party agrees to reimburse second party for all sums advanced or to be advanced for indigent aid which sums are to constitute a lien on premises.

Agreement recorded October 21, 1957 in Book 3917 of Official Records, page 323, Recorder's Serial Number 1395325, subordinates the lien of the above Agreement to Reimburse to the Deed of Trust shown herein as Exception No. 6.

Sixth: Deed of Trust by Edwiges Lozano Torres and Amelia Torres, his wife, to City Title Insurance Company, a California corporation, as Trustee, to secure the payment to Carlos Franco and Magdalena Franco, his wife, of \$3,800.00 and additional advances, dated October 1, 1957 and recorded October 21, 1957 in Book 3917 of Official Records, page 321, Recorder's Serial Number 1395323.

The beneficial interest under the above Deed of Trust now stands of record in County of Santa Clara.

Seventh: Deed of Trust by Edwiges L. Torres and Amelia Torres, his wife, to Vera R. Reek, as Trustee, to secure the payment to County of Santa Clara, of \$434.80 and additional advances, dated October 1, 1957 and recorded October 21, 1957 in Book 3917 of Official Records, page 324. Recorder's Serial Number 1395326.

Eighth: Deed of Trust by Edwiges Lozano Torres also known as Edwiges L. Torres and Amelia Torres, his wife, to City Title Insurance Company, a California corporation, as Trustee, to secure the payment to Garden City Disposal Service, Inc., a corporation, of \$500.00 and additional advances, dated October 2, 1957 and recorded October 21, 1957 in Book 3917 of Official Records, page 326, Recorder's Serial Number 1395327.

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose, as to Taxes, Assessments and/or Bonds.

Note 2: Both installments of County and City Taxes for the fiscal year 1961-62 have been paid. Assessment Number 489-14-13. Code Number 44-75.

First installment	\$42.45
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Second installment	\$42.45
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Note 3: The above Vestees acquired title to premises by Deed from Carlos Franco and Magdalena Franco, his wife, dated September 12, 1957 and recorded October 21, 1957 in Book 3917 of Official Records, page 320, Recorder's Serial Number 1395322, and to which Deed there were affixed Revenue Stamps in the sum of \$4.95.

Note 4: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value real estate	\$600.00
Assessed value improvements	400.00
Assessed value personal property	NONE

The address of the above vestee as disclosed by the County Tax Rolls for the fiscal year 1961-62 is 193C Swift Lane, San Jose, California.

DESCRIPTION

For description of the real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

et/jf

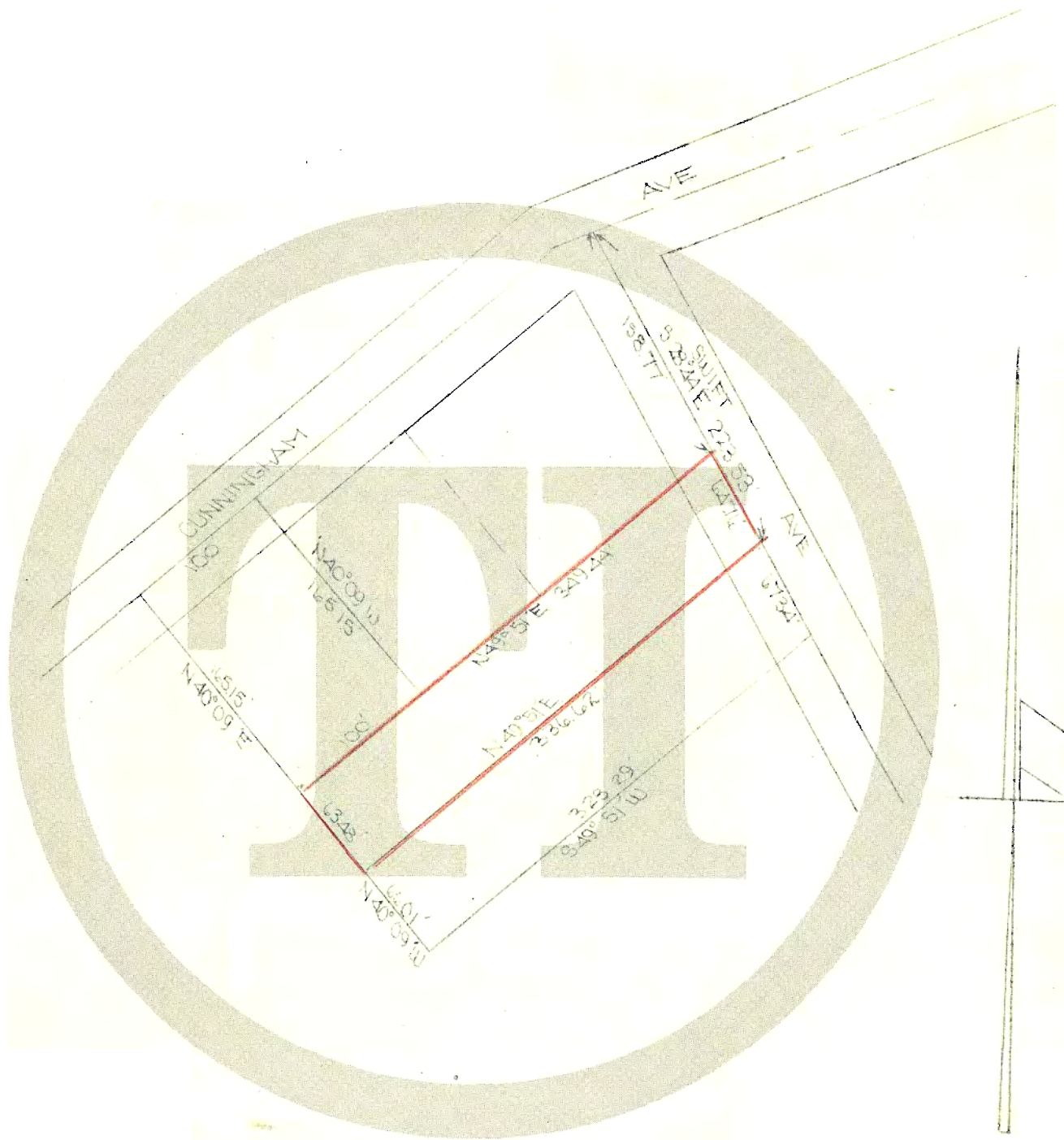
5 copies to Dept. of Public Works

EXHIBIT A

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

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PTN LOT 40

FILLMORE TR

DETAIL LOTS C/57



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

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid Hillview Parcel No.: 14-10
 Grantor: Guadalupe G. Garcia Telephone: _____ Entire Area: _____
 Property Address: Box 1931 Cunningham Ave. S.J. 6768 sq. ft. or 0.155 ac
 Mailing Address: Rt. 7 Box 1931 Part Required: _____
 Jurisdiction: San Jose Remainder: A 11 sq. ft. or 0.155 ac
 _____ None _____ None ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>0.22</u>	196	196 <u>2</u>	Deposit	Settlement
Acre: \$ <u>9,583.00</u>				
Land Acquired:				
Sq. Ft.: <u>6768</u>		1,500		\$ 1,500
Acre: <u>0.155</u>				
Improvements:		7,500		\$ 7,500

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: 9,000 9,000

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: _____
 Balance after this Acquisition: _____ % Obligated to Date: _____
 Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

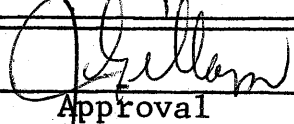
- 1. x Removal of Imps. by Grantor
- 2. Const. Contract Items
- 3. Rentals
- 4. Withheld Funds
- 5. Excess Lands
- 6. Salvage Bldgs.
- 7. x Continued Occupancy
- 8. Settlement Justification
- 9. x Title Exceptions
- 10.
- 11.
- 12.

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
4	928	16	Poor

- 1. One Story frame residence. This house will have little or no Salvage value. The owner was told orally that he could salvage any material that he wanted to.
- 7. The owner was granted the right to continue occupancy until June 24, 1963 Rent free.
- 9. The County will take subject to:
 - (2.) Road Easement.
 - Clear:
 - (1.) Taxes
 - (3.) Judgement (Statement of Identity attached)
 - (4.) County Lien (Grantor Claims to have receipts showing this item has been paid)
 - (5.) Trust Deed

Title Co.: _____ Title Insurance
 # 240595 Date: 10/23/62
 Grantor Acquired Date: 2/59
 I.R.S. 8.25
 Appraised by: Staff
 Date: 11/62
 Type of Title: Fee
 Zoning: R-1
 Access Rights: -
 Suit Filed: No
 O.I.P. : -
 Agreements: Attached
 Resolutions: -
 Deeds: In R/W File Maps: _____
 Negotiating Agent: Walter J. Doyle
 Dep. County Counsel: Robert Sturges


 Approval

To County Counsel:
 Agenda: 11/4/63 Item# _____

Auth. case if agreed.
1-14-63
 ITEM No 32c
 ENC No 30

OFFICE OF THE COUNTY COUNSEL

COUNTY OF SANTA CLARA

Date: August 3, 1964

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

This should be
13

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

Project: Reid-Hillview Airport

Parcel No.: 3511-14-3

Grantor: Edwiges Torres

Deed Recorded: Date: 6-22-64 (Reconveyance - 6-18-64)
Book: 6551 6548
Page: 461 194

Tax cancellation forms have been forwarded to
Assessor's Office (8-3-64).

SPENCER M. WILLIAMS
County Counsel

By Richard S. Harrison
Deputy County Counsel

cw

Copies:

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

county of santa clara

Reid Hillman



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

June 18, 1964

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Title Insurance & Trust Company
66 North First Street
San Jose 13, California

Re: Order #240583 (Torres)

Gentlemen:

The County is purchasing the property covered by the above order number and this letter will constitute the County's escrow instructions.

Enclosed are a warrant in the sum of \$6,250, a copy of the purchase agreement and a certificate accepting deed. You are instructed to disburse the proceeds of the warrant only after having recorded a grant deed and issued a policy of title insurance showing title to be in the county free and clear of all taxes, liens, encumbrances or defects of title, with the following exceptions only:

- 1) Real property taxes for the 1963-64 fiscal year are to be prorated and cancelled as of the date of close of escrow.
- 2) The County will take the property subject to encumbrances number 2 (public road easement), number 3 (power line easement) and number 4 (electric and telephone right of way).

All other encumbrances are to be removed. In this connection, the following information is submitted:

Encumbrance #5 (Welfare Agreement to Reimburse) can be cleared by the recordation of a release of lien, which was furnished to the sellers by the County in 1960 and which we understand they will deposit in escrow now, to be recorded.

COPY

Title Insurance & Trust Company
June 18, 1964
Page 2

Encumbrance #6 (a deed of trust in which the beneficial interest has been assigned to the County of Santa Clara). The note has been paid in full and is enclosed herewith, endorsed "Paid in full" and signed by Richard W. Capron who is the Collections officer of the County Welfare Department.

Encumbrance #7 (Deed of Trust) A deed of reconveyance was recorded June 18, 1964, under Recorder's serial number 2650355, so this encumbrance should be removed.

Encumbrance #8 (Deed of Trust for benefit of Garden City Disposal Service) Paul Madsen, of Garden City, advises that this has been paid in full but apparently no reconveyance was ever recorded. This should be done.

The County will pay the cost of title insurance and revenue stamps. The sellers are represented by Mr. Garvin Hale, Attorney at Law, 633-635 North First Street, San Jose.

For purposes of promptly cancelling taxes, I would appreciate your advising me by telephone on the day escrow closes of the Recorder's serial number on the deed. Kindly send the recorded deed and title policy to me.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By
Richard S. Harrison
Deputy County Counsel

RSH:cw

encl: Warrant (\$6,250)
Agreement
Certificate Accepting Deed
Promissory Note

cc: ~~Department of Public Works~~
Right of Way Section

June 16, 1964

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reid-Hillview Airport-Edwiges Torres, 3511-14-13

Dear Mr. Williams:

Attached are the following papers:

- Deed IN ESCROW
- Certificate of Acceptance
- Rental Letter
-

Please process these papers in accordance
with standard procedure.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:GHM:o's

Attachment

January 13, 1964

Garvin W. Hale, Attorney at Law
633-635 North First Street
San Jose 12, California

Subject: Reid Hillview Airport - 3511-14-13
S.C.C. No. 148906 - County of Santa Clara
vs. Torres, et al

Dear Sir:

Thank you for your letter of January 9th setting forth your counteroffer of \$9,200.00 for settlement of the above-referenced matter.

Please be advised that your counteroffer is not acceptable.

Very truly yours,

Justin F. Mitchell

JFM:fm

COPY

GARVIN W. HALE
LAWYER
633-635 NORTH FIRST STREET
SAN JOSE 12, CALIFORNIA
CYPRESS 7-3777

January 9, 1964

Mr. Justin F. Mitchell
Department of Public Works
Santa Clara County Office Building
20 West Hedding Street
San Jose 10, California

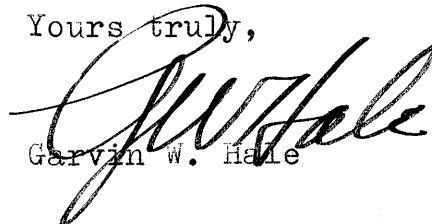
Re: Reid Hillview Airport - 3511-14-13
S.C.C. No. 148906 - County of Santa Clara v.
Torres, et al.
Your letter of December 12, 1963

Dear Sir:

Please forgive my delay in answering your letter of December 12th. However, we have not had an opportunity to clear up our correspondence until the present time.

Your letter has been received and the contents thereof noted. My clients have refused to accept the sum of \$5500.00, and have directed me to inform you that they are willing to settle the matter for \$9200.00. If we could have your check in that amount by return mail the matter could be settled without any further difficulty.

Yours truly,



Garvin W. Hale

GWH/C

December 12, 1963

Mr. Garvin W. Hale
Attorney at Law
633 North First Street
San Jose 12, California

Subject: Reid Hillview Airport - 3511-14-13
S.C.C. No. 148906 - County of Santa Clara vs.
Torres, et al.

Dear Sir:

Reference is made to our telephone discussion of December 11, 1963, concerning the above-referenced matter and my reaffirmation of the County's outstanding offer for settlement in the amount of \$5,500.00.

Please be advised that if said offer is not accepted prior to December 23, 1963, it will be withdrawn as of that date.

Very truly yours,

JUSTIN F. MITCHELL
Right of Way Agent

JFM;o's

cc: Mr. El L. Torres

COPY

GARVIN W. HALE
LAWYER
633-635 NORTH FIRST STREET
SAN JOSE 12, CALIFORNIA
CYPRESS 7-3777

August 29, 1963

Mr. Thomas N. McCreedy
Right-of-Way Agent
Department of Public Works
County of Santa Clara
20 West Rosa Street
San Jose 10, California

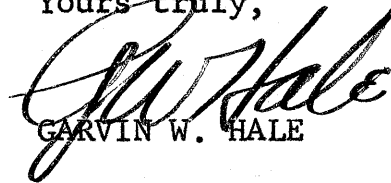
Re: Condemnation of Torres Property
Our conversation of June 19, 1963

Dear Mr. McCreedy:

Would you be kind enough to come into the office at your earliest convenience, in order that we may discuss the above described property and attempt to arrive at a settlement before you file suit for condemnation.

Your cooperation in this matter will be greatly appreciated.

Yours truly,


GARVIN W. HALE

GWH:af

cc: Mr. Edwiges Torres

Impr & Cronius 9 A.M. Thursday 12th Sept
"\$9,250 apppr by Phersby", 42.8% to
#750 for Impr

17832
42.8
158656
39664
79328
0249096

July 10, 1963

Mr. Spencer M. Williams
County Council
County of Santa Clara
70 West Roca Street
San Jose, California

Subject: Reid-Hillview Airport - Project No. 3511

Dear Mr. Williams:

Transmitted herewith are requests for condemnation concerning the Reid-Hillview Airport expansion on the following properties:

<u>Vestee</u>	<u>Parcel Numbers</u>
Cadalbert	3511-14-5
Lujan	3511-14-8
Tabares	3511-14-12
Torres	3511-14-13
Crutcher	3511-14-18
Di Salvo	3511-14-20, 21, 22
Mercier (Parales)	3511-15-2
Home Mutual S. & L. (Guardian Capital Co.)	3511-15-12,13

The following documents are enclosed:

1. Suit Data Sheet-original and 2 copies
2. Property Data Sheet-original and 5 copies each
3. Updated Title Reports-1 each parcel
4. Descriptions-refer to title report (every parcel is a full take)
5. Property Plats -refer to title report (every parcel is a full take)
6. Termini Map- 10 (each parcel is colored where condemnation is being requested)

Mr. Spencer M. Williams

Page 2

July 10, 1963

All utility relocations are to be handled by Engineering. There are no other known off-record interests.

Upon completing the necessary proceedings for filing requested condemnation action, please return a completed copy of the enclosed data sheet for our right of way file.

Please advise if any further documents or other information is needed.

Very truly yours,

E. B. HODGE
Chief Right of Way Agent

KMM:TKH:013

Enclosures

COUNTY OF SANTA CLARA

BUREAU OF COLLECTIONS

WELFARE DEPARTMENT

July 1, 1963

45 WEST ST. JAMES STREET
SAN JOSE 14, CALIFORNIA

• Mr. T. N. McCready
Public Works

TORREZ, Edwiges & Amelia Co. Hosp. 98455

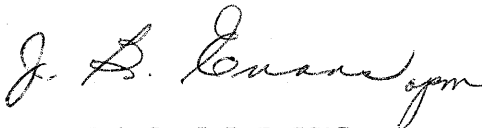
ESCROW NO.

Confirming our recent telephone conversation, the demand of the County of Santa Clara is as follows:

WELFARE	\$ none
HOSPITAL.	\$ none
Total.	\$

Please make check payable to the County of Santa Clara, care of my attention, 45 West. St. James Street, San Jose.

Please notify our department where release is to be sent.



J. B. EVANS, SUPERVISOR
09

GARVIN W. HALE
LAWYER
633-635 NORTH FIRST STREET
SAN JOSE 12, CALIFORNIA
CYPRESS 7-3777

June 4, 1963

Santa Clara Co. Public Works Dept.
County Administration Building
70 West Rosa Street
San Jose, California

Re: Edwiges Torres
Condemnation of his property at 2041 Swift Avenue

Dear Sirs:

Mr. Edwiges Torres has retained me to represent him with regard to the matter of the purchase of his property by the County of Santa Clara. Mr. Torres' property is located at 2041 Swift Avenue adjacent to Reid Hillview Airport. Mr. Torres informs me that he has in excess of \$6,500.00 invested in his property: that he has worked many years to acquire this one-half acre which is a home for him and his family: that for him to acquire like property will cost him approximately the sum of \$16,000.00.

Would you be kind enough to have your people deal with me in connection with Mr. Torres' property?

Mr. Torres does expect that the County of Santa Clara will deal fairly with him, and, if it wishes to condemn his property for public use, that Santa Clara County will conform to the law, and, compensate him adequately therefor.

Yours truly



GARVIN W. HALE

GWH:af

cc: Mr. Edwiges Torres



DEPARTMENT OF PUBLIC WORKS
SANTA CLARA COUNTY OFFICE BUILDING
CIVIC CENTER

JAMES B. ENOCHS, DIRECTOR
20 WEST HEDDING STREET
SAN JOSE 10, CALIFORNIA

Title Insurance & Trust Company
66 North First Street
San Jose, California

Subject: Owner: E. Torres
Project: Reid-Hillview Airport
Parcel No.: 3511-14-13
Escrow No.: 240583

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from August 27, 1962 the date of our preliminary report to *June 3, 1963* at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

W. G. Rayland, Title Officer

December 12, 1963

Mr. Garvin W. Hale
Attorney at Law
633 North First Street
San Jose 12, California

Subject: Reid Hillview Airport - 3511-14-13
S.C.C. No. 148906 - County of Santa Clara vs.
Torres, et al.

Dear Sir:

Reference is made to our telephone discussion of December 11, 1963, concerning the above-referenced matter and my reaffirmation of the County's outstanding offer for settlement in the amount of \$5,500.00.

Please be advised that if said offer is not accepted prior to December 23, 1963, it will be withdrawn as of that date.

Very truly yours,

JUSTIN F. MITCHELL
Right of Way Agent

JFM;o's

cc: Mr. E. L. Torres

COPY

File

To Mr. [unclear] [unclear] DATE 6-4-63
FROM Hodge SUBJECT Reid Hillview
Jones property

Mr. Garvin Hale / attny
633 No 1st St
cy 7-3777

called this date to discuss acquisition.
I told him you were on vacation
but would contact him on your
return.

SIGNED E D. Hodge

PLEASE REPLY HERE

To _____ DATE _____

SIGNED _____

INSTRUCTIONS - FILL IN TOP PORTION, REMOVE DUPLICATE (YELLOW) AND FORWARD REMAINING PARTS WITH CARBONS. TO REPLY, FILL IN LOWER PORTION AND SNAP OUT CARBONS. RETAIN TRIPPLICATE (PINK) AND RETURN ORIGINAL.

Home about 2-23

CL 12542

2044 Smith

Made several attempts to contact Mr. Torres. He will call
he want to talk

2/20/63 made apt for 3 P. Mr. Wason says I could not be disturbed

4³⁰ Called back. Mr. was awakened. He was like a bear who has
been disturbed in the middle of winter. Offered \$4500 & showed him
Samuel's appraisal of that figure. He is going to get legal advice
& then contact me. Call again in 2-3 weeks

3/16/63 Phoned no satisfaction. See later this week

3/19/63 Mr. Ames atty for owner phoned for apt 294 4077
888 N 1st St. S.J. Em 301

3/21/63 met Mr. Ames & his partner Mr. Bean atty. renewed offer of \$4500
Then came up to \$5000. Atty will talk to client and make

3/29 Mr. Ames said Torres cannot make up his
mind. Suggest filing

6/19 Offered \$5,500 & said we were filers.
Atty says he will trust ann & make Torres take \$8,000

10-7-63 Hale says he may get Torres to take \$8500. Would like to be quick. Gave Hale copy of papers that I will be sending on Torres

10-14-63 Served Mrs Torres. Her husband asleep. Cannot be disturbed

10-17-63 Woke Mr Torres up. Served summons.

W 12-11-63 Phoned Atty Hale. He says we could make quick deal at \$7,500. S. Appraiser can support \$9000 + with H & B val for airport. Told him our price stands at \$5,500. EDH says write letter

June 27, 1963

Title Insurance & Trust Company
66 North First Street
San Jose, California

Subject: Reid-Hillview - Garcia - Escrow 24095⁵

Gentlemen:

You are hereby authorized to release funds in the amount of \$100.00 that you are holding subject to proper vacation of the premises by the former owner.

Very truly yours,

GEORGE H. MILLER
Senior Right of Way Agent

GHM:o's

COUNTY OF SANTA CLARA

Office of the COUNTY COUNSEL

SPENCER M. WILLIAMS

COUNTY COUNSEL

JOHN R. KENNEDY

WILLIAM M. SIEGEL

ASSISTANT COUNTY COUNSELS

DEPUTIES:

JOAN A. SYMON

ROBERT S. STURGES

ROBERT P. MCNAMEE

RICHARD S. HARRISON

JOHN B. GUNN

SELBY V. I. BROWN, JR.

MARVIN G. HALN

GERALD J. THOMPSON

JOSEPH G. SCHUMB, JR.

BOND & TAX CLERK

DOROTHY V. FANNING

ZONING INVESTIGATOR

ROBERT R. FEDDE

COUNTY ADMINISTRATION BUILDING

70 WEST ROSA STREET

SAN JOSE 10, CALIFORNIA

TELEPHONE CYPRESS 9-2111

February 1, 1963

Title Insurance and Trust Company
Santa Clara County Office
66 North First Street
San Jose 13, California

Re: County of Santa Clara vs. Guadalupe G. Garcia,
et al., Escrow No. 240595 (Reid-Hillview)

Gentlemen:

Enclosed is a warrant in the sum of \$9,000.00 which you are authorized and instructed to disburse to the sellers of the property described in the above-numbered preliminary title report. When you can issue to the County of Santa Clara a title insurance policy in the said sum insuring a fee title in the County free and clear of all liens and encumbrances except those listed in paragraph two; (right of public to use roadway) of the said preliminary title report dated August 27, 1962.

A copy of the agreement is enclosed, and you will note that taxes are to be prorated as of the close of escrow.

Please send the recorded deed, your policy and your closing statement to me all at the same time.

Yours very truly,

SPENCER M. WILLIAMS,
County Counsel

By
Robert S. Sturges
Deputy County Counsel

RSS:blm

encl: deed

Warrant

Cert. of Accept.

Agreement

cc:

Dept. of Public Works
Right of Way Section

COPY

STATEMENT OF IDENTITY

No. 240595

This Statement must be SIGNED PERSONALLY by each party to the transaction and by BOTH HUSBAND AND WIFE before a Policy of Title Insurance can be written. WHEN FILLED IN COMPLETELY it will serve to establish, identify and facilitate elimination of matters affecting persons of similar name.

I am the ^{(Owner of} ~~purchaser of property described as~~ ~~lender upon~~ 2456 CUNNINGHAM Ave S.J.

the street address of which is _____ Street, City of _____

I hereby make the following statement of facts:

Full name ^{NZAL} GUADALUPE GONZALEZ GARCIA
(First name) (Full middle name) (Last name)
(if none, indicate)

Day and month of birth Oct 29, 1930 Birthplace Aguascalientes, Mex

If naturalized (date) (place of naturalization) —

Full name of Spouse DOMINGA FLORES GARCIA
(First name) (Full middle name) (Last name)
(if none, indicate)

Day and month of birth October 18, 1926 Birthplace Chicago Ill.

If naturalized (date) (place of naturalization) —

When married 1/1/53 Where married Aguascalientes

Maiden name of wife DOMINGA FLORES

Residence during past five years: ~~at~~ Length of residence:
2/59 to Present 2456 CUNNINGHAM Ave S.J. 3 yrs 9 mos.
2/56 to 2/59 805 Felipe S.J. one year
2/57 to 2/58 104 SHERIDAN ST. PALO ALTO - one year.
Number and Street City From (date) To (date)

Present Address: 2456 CUNNINGHAM Ave S.J.

I am not acting, in this transaction, for or on behalf of any foreign country, transactions with which have been "blocked" or subjected to regulation by the United States Government, nor for or on behalf of any resident or citizen of any such country, nor for or on behalf of any company organized in or controlled by residents or citizens of any such country, nor by or on behalf of any person or firm included in "The Proclaimed List of Blocked Nationals".

My signature can be verified by BANK of America MAIN Branch S.J.
(Give name of bank (branch or department) or employer, where signature has been known for at least two years)

Authority to verify is hereby given

Signature *Guadalupe G. Garcia*
Signature *Domingo V. Garcia*

Dated 12/20/62

Business Telephone

Res. Telephone
CL89049



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 23, 1962

IMPORTANT

When replying refer to
Our No. 240595

Fee: \$52.50

Your No.

Hillview Airport

Department of Public Works
20 West Rosa Street
San Jose, California

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m. B. M. Blanchard Title Officer

Vestee: **GUADALUPE G. GARCIA and DOMINGA F. GARCIA,**
his wife, in joint tenancy

Exceptions:

- First:** Taxes for the fiscal year 1962-63 now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Cunningham Avenue.
- Third:** Abstract of Judgment in the Municipal Court for the San Jose-Alviso Judicial District, County of Santa Clara, State of California, for \$174.78 together with interest and costs, against Guadalupe Garcia, in favor of Charles McCarty, doing business as Stores Collection Bureau, docketed June 20, 1952, recorded June 23, 1952 in Book 2557 Official Records, page 487, (Recorder's Serial Number 805159). Case No. 1073.
- Fourth:** Agreement to Reimburse by Mrs. Dominga F. Garcia with Board of Supervisors, County of Santa Clara, State of California, dated December 14, 1954, recorded January 7, 1955 in Book 3052 Official Records, page 486, (Recorder's Serial Number 1041557), wherein first party agrees to reimburse second party for all sums advanced or to be advanced for indigent aid, which sums are to constitute a lien on premises.
- Fifth:** Deed of Trust by Guadalupe G. Garcia and Dominga F. Garcia, his wife, to Valley Title Company of Santa Clara County, a corporation, as Trustee, to secure the payment to Catarino Carlos and Mary V. Carlos, his wife, as joint tenants, of \$7,000.00 and additional advances, dated February 3, 1959, recorded February 6, 1959 in Book 4316 Official Records, page 144, (Recorder's Serial Number 1583518)

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

- Note 1: The above vestees acquired title to premises by Deed from Catarino Carlos and Mary V. Carlos, dated February 2, 1959, recorded February 6, 1959 in Book 4316 Official Records, page 143, and to which Deed there were affixed Revenue Stamps in the sum of \$8.25.
- Note 2: This Report includes an examination of the Municipal Records of the City of San Jose as to Taxes, Assessments and/or Bonds.
- Note 3: Both installments of County and City Taxes for the fiscal year 1961-62 have been paid. Assessment Number 489-14-10. Code Number 44-75.

First installment	\$54.52
Second installment	\$54.52

- Note 4: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value of real estate	\$500.00
Assessed value of improvement	800.00
Assessed value of personal property	none

The address of the above vestees as disclosed by the County Tax Rolls for the fiscal year 1961-62 is Rt. 7 Box 193 I, Cunningham Avenue, San Jose, California.

DESCRIPTION

For description of the real property referred to herein see Exhibit A attached hereto and made a part hereof.

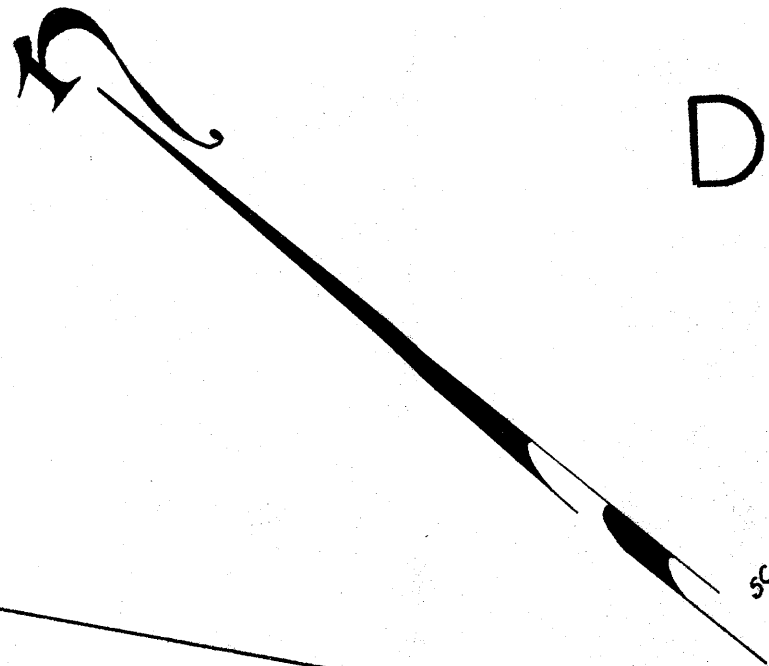
et/mf

EXHIBIT A

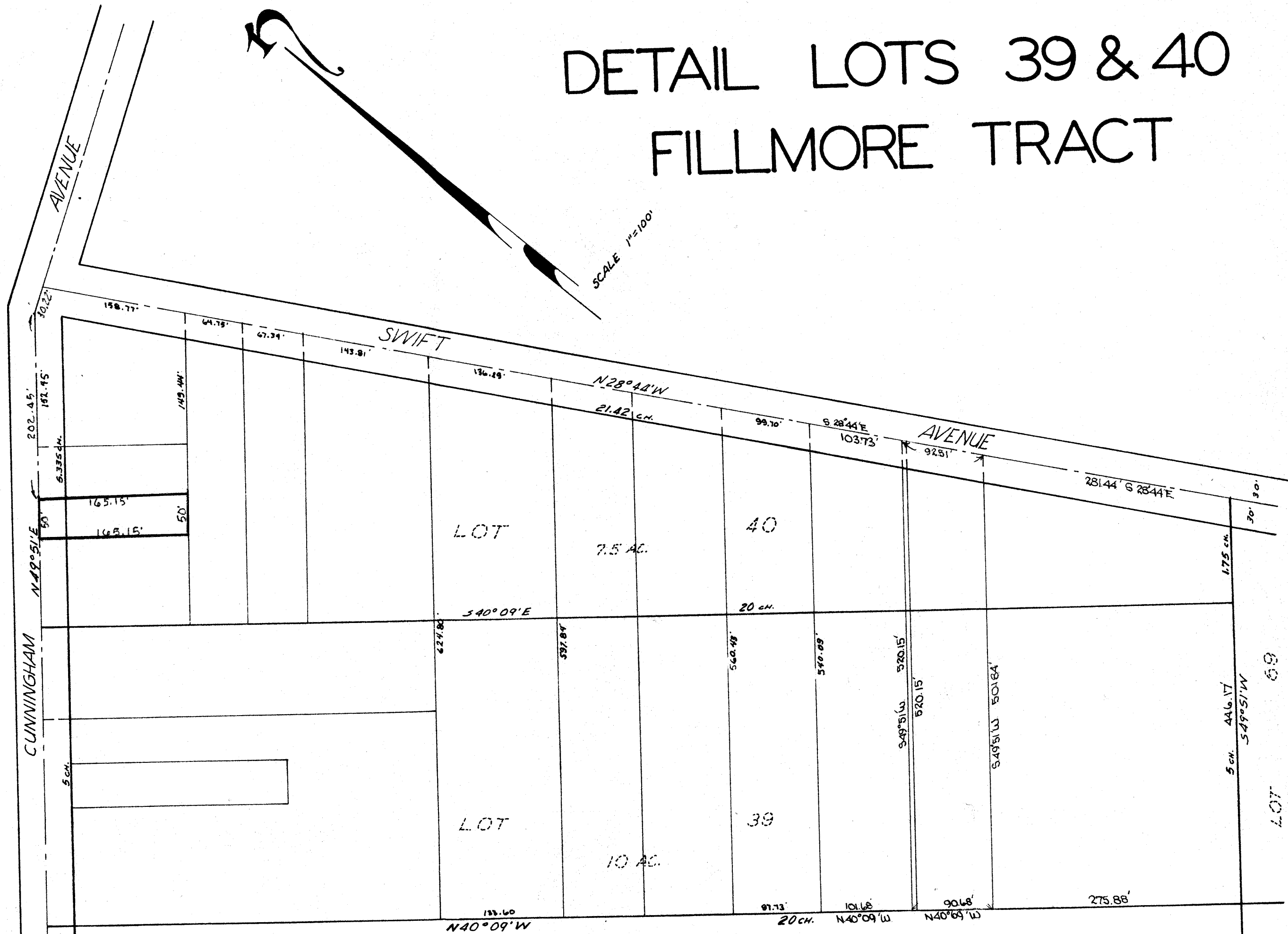
All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point in the center line of Cunningham Avenue, distant thereon South $68^{\circ} 12'$ West 30.22 feet and South $49^{\circ} 51'$ West 202.45 feet from the point of intersection of said center line of Cunningham Avenue with the center line of Swift Avenue, as shown upon the Map hereinafter referred to; thence running along said center line of Cunningham Avenue, South $49^{\circ} 51'$ West 50.00 feet; thence leaving said center line and running parallel with the line dividing Lots 39 and 40, as shown upon the Map hereinafter referred to, South $40^{\circ} 09'$ East 165.15 feet; thence parallel with the center line of Cunningham Avenue, North $49^{\circ} 51'$ East 50.00 feet; thence parallel with the line dividing said Lots 39 and 40, North $40^{\circ} 09'$ West 165.15 feet to the point of beginning, and being a portion of Lot 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

DETAIL LOTS 39 & 40 FILLMORE TRACT



SCALE 1"=100'



GARCIA TI 240585
840599 ver
9.90

284-055
Application No.

LIBER 5907 PG 28

2348055

Grant Deed Individual
GUADALUPE G. GARCIA and DOMINGA F. GARCIA

LIBER 5907 PG 28

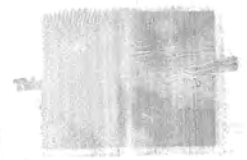
the first part **ies**, hereby GRANT TO
COUNTY OF SANTA CLARA,
State of California
the second part **y**, all the real property situated in the
County of Santa Clara, State of California, described as follows:

at the request of
this office
FEB 15 1933
PAUL H. WILKIN, Recorder
Santa Clara County, California

EXHIBIT A

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

BEGINNING at a point in the center line of Cunningham Avenue,
distant thereon South 49° 12' West 39.22 feet and South 49° 11'
West 202.45 feet from the point of intersection of said center
line of Cunningham Avenue with the center line of said
as shown upon the Map hereinafter referred to; thence running
along said center line of Cunningham Avenue, South 49° 11' West
50.00 feet; thence leaving said center line and running parallel
with the line dividing Lots 39 and 40, as shown upon the Map
hereinafter referred to, South 40° 09' East 163.15 feet; thence
parallel with the center line of Cunningham Avenue, North 49°
51' East 30.00 feet; thence parallel with the line dividing
said Lots 39 and 40, North 40° 09' West 163.15 feet to the
point of beginning, and being a portion of Lot 40, as shown
upon that certain Map entitled, "Map of the Subdivision of
the Fillmore Tract", which Map was filed for record in the
office of the Recorder of the County of Santa Clara, State
of California, on February 14, 1906 in Book C of Maps, at
page 37.



WITNES Their seals this 20th
DAYS AND DELIVERED IN THE PRESENCE OF

in & December 1933

Walter J. Dayke

Guadalupe G. Garcia
Dominga F. Garcia

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On this _____ day of _____, 19____, before me,
a Notary Public in and for said County and State, personally appeared

In the presence of _____ who name _____ subscribed to the foregoing instrument, and acknowledged to me that _____
Notary Public

County of Santa Clara
On this 15th day of December 1956 in the year one thousand nine hundred and fifty-six before me

Walter J. Boyke a Notary Public in and for the County of Santa Clara State of California, residing therein, duly commissioned and sworn, personally appeared

Walter J. Boyke known 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

deposed and said that he reads the the County of Santa Clara State of California;

that he reads and sees Guadalupe E. Garcia and Domingo P. Garcia

(personally known to him to be the person identified to and who executed the said within instrument as parties thereto), sign, seal, and deliver the same; that the said

Guadalupe E. Garcia and Domingo P. Garcia fully comprehended in the presence of

said officer, that they executed the same and that him, the said officer

thereupon, and at the request of said Guadalupe E. Garcia and Domingo P. Garcia subscribed his name as a witness thereto

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

Ernest Garcia Notary Public in and for the County of Santa Clara State of California
My Commission Expires January 10, 1956



Contract Form No. 48 (Notary Public-Notarized)
(C.C. No. 10414), U.C. & C.S. No. 1041

5907

REID HILLVIEW AIRPORT
CALIFIA
T.I. 240595

UNR 5907 11 30

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27201)

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 15th day of January, 1962.

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

JJK:mcb
Revision of 1/6/62

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid-Hillview Parcel No.: 15-4
 Grantor: Joseph C. Borba, et ux Telephone: 258-8697 Entire Area: _____
 Property Address: 2065 Tully Road, S. J. 14,692 sq. ft. or 0.337 ac
 Mailing Address: Same Part Required: _____
 Jurisdiction: San Jose All sq. ft. or All ac
 Remainder: None None ac

Unit Land Cost: Budget Appraisal O.I.P.
 Sq. Ft.: \$ 0.34 196__ 196__² Deposit Settlement
 Acre: \$ 14,825
 Land Acquired: \$5,000 \$5,000
 Sq. Ft.: 14,692
 Acre: 0.337

Improvements: 7,200 7,200

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$ 12,250 \$12,250

Project Budget Data

Total Authorized: Cash Payment in this Contract:

Balance after this Acquisition: % Obligated to Date:

Current Indicated Budget Status - Budget Excess: Budget Deficit:

- 1.x Removal of Imps. by Grantor
- 2. Const. Contract Items
- 3. Rentals
- 4.x Withheld Funds
- 5. Excess Lands
- 6. Salvage Bldgs.
- 7. Continued Occupancy
- 8. Settlement Justification
- 9. x Title Exceptions
- 10.
- 11.
- 12.

<u>Description of Improvement Acquired</u>			
<u>No. of Rooms</u>	<u>Area Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>
5	1258	25	Good to Fair

Owner can salvage cabinet in garage and water heater.

\$200 withheld to insure vacation soon after close of escrow

Owner to clear:

- 1. Taxes
- 4. Deed of trust (said to have been paid)

County to take subject to:

- 2. Road R/W
- 3. Water agreement

Title Co.: T. I.
 #240590 Date: Oct. 25, 1962
 Grantor Acquired Date: Oct. 30, 1952
 I.R.S. \$7.70
 Appraised by: Staff
 Date: Dec. 1962
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: No
 O.I.P. : _____
 Agreements: Attached
 Resolutions: _____
 Deeds: In R/W file Maps: attached
 Negotiating Agent: Walter J. Doyle
 Dep. County Counsel: _____

AGENDA

DATE 4-15-63

ITEM NO. 24 d

ENC. NO. 19

BOARD ACTION OK'd

F.B. Sullivan
Approval

To County Counsel: 5/16/63
 Agenda: Item # 5/16/63

4/15/63

Clearance Sec

Adopted resolution of intention to purchase. Hearings 5-14-63 @ 10:00 a.m.

BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TITLE COMPANY
CONTROLLER
PUBLIC WORKS

Project: Reid Hillview Airport
Parcel No.: 15-4
Grantor: _____

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Joseph C. Borba and Emily M. Borba, 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 Twelve Thousand Two Hundred and Fifty Dollars----- (\$ 12,250.00---).

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 exceptions 2 and 3 to Preliminary Title Report #240590 dated October 25, 1962 issued by Title Insurance & Trust Co.

and agrees that said deed will be deposited with the 240590 & Trust Title Insurance Company in escrow account no. 240590 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.

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.~~ ~~or on Aug. 9, 1965, whichever shall occur first.~~ ~~*****~~ ~~*****~~ ~~*****~~

11. Withheld Funds:

Two Hundred Dollars-----

(\$200.00) will be held in escrow and will be released to the Owner(s) when the following conditions have been met:

in accordance with Par. 10

1. The property has been vacated ~~prior to~~ _____, and has been inspected and approved by an authorized agent of the County and found to be in a satisfactory condition.
2. Keys to the premises are delivered to the Business Management Section of the Santa Clara County Department of Public Works, 20 West Rosa Street, San Jose 10, California.
3. ~~The landscaping has been left intact.~~

12. Salvage

The Owner will be allowed to salvage the bacinets in the garage and the water heater.

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 13 1963, 19__.

COUNTY OF SANTA CLARA

By [Signature]
Chairman of the Board of Supervisors

Executed by the Owner(s) this 27th day of March, 1963.

Joseph C. Borba
JOSEPH C. BORBA

Emily M. Borba
EMILY M. BORBA

Owner(s)
~~Rte. 7, Box 316~~
~~Swift Lane~~
San Jose ~~99~~, California

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

[Signature]

By _____
Deputy County Counsel

EXHIBIT A

All that certain parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

Portion of Lot 66, as shown upon that certain Map entitled "Map of the Subdivision of the Fillmore Tract." which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57, and more particularly described as follows:

Beginning at a point in the center line of Swift Lane, distant thereon North 50° East 74.07 feet from the Easternmost corner of that certain 5 acre tract of land described in the Deed from Cecil Reid, et ux, to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942, recorded February 16, 1942 in Book 1084 Official Records, page 138, Santa Clara County Records; said point of beginning also being the most Easterly corner of that certain parcel of land conveyed by Clem Mercier, et ux, to William R. Carroll, et ux, by Deed dated August 20, 1947 and recorded August 29, 1947 in Book 1500 of Official Records, at page 568, Santa Clara County Records, California, located in the Southeasterly line of the "Fillmore Tract" hereinabove referred to; running thence North 50° East along said center line of Swift Lane, which is also the Southeasterly line of the Fillmore Tract, 78.35 feet to the most Southerly corner of that certain parcel of land conveyed by Clem Mercier, et ux, to Maurice E. Mercier, et ux, by Deed dated July 18, 1949 and recorded November 4, 1949 in Book 1872 of Official Records, at page 104, Santa Clara County Records, California; thence leaving said center line of Swift Lane and running along the Southwesterly line of said parcel of land so conveyed to Maurice E. Mercier, et ux, and parallel to the Northeasterly line of said 5 acre tract North 40° 09' West 217.52 feet to the most Westerly corner of said parcel of land so conveyed to Maurice E. Mercier, et ux; running thence parallel with said center line of Swift Lane South 50° West 78.35 feet to an iron pipe in the Northeasterly line of said parcel of land so conveyed to William R. Carroll, et ux; running thence along said last named line and parallel with the Northeasterly line of said 5 acre tract South 40° 09' East 217.52 feet to the point of beginning.

File Reid Helmut
3511-15-4

SANTA CLARA COUNTY HEALTH DEPARTMENT
SAN JOSE, CALIFORNIA
WATER SAMPLE EXAMINATION

SOURCE
 WELL STREAM
 SPRING SW. POOL

COLLECTOR **MK** SAMPLE NO. **3**

OPINION
SAMPLE SHOWS CONTAMINATION

J. W. Sullivan
 DIRECTOR OF SANITATION

NAME AND ADDRESS
 Dept of Public Works
 20 W. Hedding St.
 Room 107
 ATTN: Bruce Thompson

SANITARY NOTES
Boha prop well
Request sample

DATE & HOURS
8-21-63

Cl₂ pH NO. OF SWIMMERS

CLARITY

	PORTIONS IN ML	5-10 ML	
GAS IN LACTOSE BROTH	24 HRS.	0	
	48 HRS.	5	
GAS IN B. - G.L. BROTH	24 HRS.	5	
	48 HRS.	5	

ANALYST *[Signature]* DATE STARTED COUNT

SANTA CLARA COUNTY HEALTH DEPARTMENT
SAN JOSE, CALIFORNIA
WATER SAMPLE EXAMINATION

SOURCE
 WELL STREAM
 SPRING SW. POOL

COLLECTOR **MK** SAMPLE NO. **4**

OPINION
SAMPLE SHOWS CONTAMINATION

J. W. Sullivan
 DIRECTOR OF SANITATION

NAME AND ADDRESS
 Dept of Public Works
 20 W. Hedding St.
 Room 107
 ATTN: Bruce Thompson

SANITARY NOTES
Boha Prop Well
Request sample

DATE & HOURS
8-21-63

Cl₂ pH NO. OF SWIMMERS

CLARITY

	PORTIONS IN ML	5-10 ML	
GAS IN LACTOSE BROTH	24 HRS.	0	
	48 HRS.	5	
GAS IN B. - G.L. BROTH	24 HRS.	5	
	48 HRS.	5	

ANALYST *[Signature]* DATE STARTED COUNT

MEMORANDUM

To: Myron L. Jose, Staff Engineer

From: George H. Miller, Senior Negotiator

SUBJECT: Reid Hillview Airport

Date: June 16, 1964

Parcels 3511-15-2, 15-3, 15-4 & 15-5

In accordance with your request, please find attached one copy of the Policy of Title Insurance regarding the following properties:

1. Parales
2. Duarte
3. Borba ✓
4. Perry

GHM:o's

Attachments

File

EST *wintouch*

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

June 28, 1963

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

and title insurance

Enclosed is a deed ~~XXXXXXXXXXXXXXXXXXXX~~ for your permanent records for the following property acquisition:

Project: **Reid-Hillview**
Parcel No.: **240590 (T.I.)**
Grantor: **Joseph C. and Emily M. Borba**
Deed Recorded: Date: **2416595** - *June 6, 1963*
Book: **6052**
Page: **552**

SPENCER M. WILLIAMS
County Counsel

s/ Gerald J. Thompson

By
Deputy County Counsel

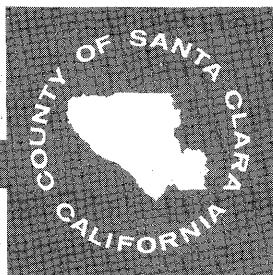
John B. Gunn for

sh

Copies:

✓ Public Works - Right of Way Section
County Counsel

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

May 31, 1963

Title Insurance and Trust Company
66 North First Street
San Jose 13, California

Re: Escrow No. 240590 - Project: Reid-Hillview
Joseph C. and Emily M. Borba, Owners
County of Santa Clara, Purchaser

Gentlemen:

This letter and the enclosed agreement of sale will constitute your escrow instructions in connection with the above purchase.

1. You are authorized and instructed to receive into escrow the enclosed warrant in the sum of \$12,250.
2. You are instructed to receive an executed grant deed from owners having a property description corresponding to that used in the agreement of sale. A certificate of acceptance of deed is enclosed. Upon receipt of said deed, you are instructed to issue a title insurance policy in favor of the County of Santa Clara, insuring title free and clear of all liens and encumbrances. Purchaser will, however, take subject to items two and three of your title report number 240590, dated October 25, 1962. Title shall be insured in the amount of the purchase price.
3. Taxes will be prorated as of the close of escrow in accordance with provision number five of the agreement of sale.
4. Purchaser will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way Section.
5. You are further instructed that no revenue stamps are to be issued.

COPY

Title Insurance and Trust Company
May 31, 1963
Page 2

6. Upon close of escrow, please forward the recorded deed and title insurance policy to the Office of the County Counsel for inspection and approval.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By
Gerald J. Thompson
Deputy County Counsel

GJT:cw

Enc: Warrant
Certificate of Acceptance
Agreement of Sale
Grant Deed

cc: ~~Department of Public Works~~
Right of Way Section

RECEIVED
MAY 31 1963
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY SECTION

RECEIVED
MAY 2 1963
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY SECTION



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 N. FIRST STREET TELEPHONE CYPRESS 2-4212
SAN JOSE 13, CALIFORNIA

DATE **OCT. 9, 1962**

APPLICATION NO. **240590**

ESCROW OFFICER **ET:DW**

**CITY OF SAN JOSE
DEPARTMENT OF PUBLIC WORKS
SAN JOSE, CALIF.**

AMT. ENCLOSED \$ **NOV 9 1962**

PLEASE ENCLOSE THIS STUB WITH YOUR REMITTANCE

PROPERTY OF JOSEPH C. BORBA, ET AL HILLVIEW AIRPORT

PRELIMINARY REPORT

\$52.50

- L LITIGATION
 - N NAME RUN
 - P PRELIMINARY
 - C CHATTEL MORTGAGE
 - F FORECLOSURE
- REPORTS



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 25, 1962

IMPORTANT
When replying refer to
Our No. **240590**

- . Department of Public Works
- . 20 West Rosa Street
- . San Jose, California

Hillview Airport

Your No.

Fee: \$52.50

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m.

B. M. BLANCHARD

Title Officer

Vestee: **JOSEPH C. BORBA and EMILY M. BORBA,**
his wife, as joint tenants

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Lane.
- Third:** Agreement relative to certain water rights and rights of way for pipe lines executed by and between Clem Mercier and M. Ethel Mercier, his wife, Arthur L. Wickersham and Mary Louise Wickersham, his wife, Maurice E. Mercier and Aleese L. Mercier, his wife, and William Carroll and Geraldine E. Carroll, his wife, dated October 15, 1952, recorded October 30, 1952 in Book 2516 Official Records, page 617, reference to the record thereof is hereby made for further particulars.
- Fourth:** Deed of Trust by Joseph C. Borba and Emily M. Borba, his wife, to San Jose Abstract & Title Insurance Co., a corporation, as Trustee, to secure the payment to Clem Mercier and M. Ethel Mercier, his wife, as joint tenants, of \$4,863.56 and additional advances, dated October 15, 1952 and recorded October 30, 1952 in Book 2516 Official Records, page 627, Recorder's Serial Number 834784.

Western Title Guaranty Company, Santa Clara County Division, formerly San Jose Abstract & Title Co., formerly San Jose Abstract & Title Insurance Co., is now Trustee of

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

record under the above Deed of Trust.

Note 1: This Company assumes without liability therefor that Joe Borba named as promissor in that certain Agreement to Reimburse with the Board of Supervisors, County of Santa Clara, State of California, dated September 15, 1953 and recorded September 18, 1953 in Book 2723 Official Records, page 172, Recorder's Serial Number 914941, wherein first party agrees to reimburse second party for all sums advanced or to be advanced for indigent aid which sums are to constitute a lien on premises, is not one and the same person as Joseph C. Borba one of the above Vestees.

Note 2: County Ordinance No. 84 purports to prohibit the erecting or placing of any building, structure or other improvement on the Southeasterly 15 feet of the herein described property within the exterior lines of Swift Lane as the same is proposed to be widened to a width of 90 feet as shown upon that certain Map filed September 18, 1952 in the office of the County Recorder in Book 2 of Official Plan Lines at pages 4 and 5.

Note 3: This Report includes an examination of the Municipal Records of the City of San Jose as to taxes, assessments and/or bonds.

Note 4: Both installments of County and City Taxes for the fiscal year 1961-62 have been paid. Assessment Number 489-15-4, Code Number 43-81.

First installment	\$24.10
Second installment	\$24.10

Note 5: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value real estate	\$650.00
Assessed value improvement	900.00
Assessed value personal property	<u>1550</u>

The Address of the above Vestees as disclosed by the County Tax Rolls for the fiscal year 1961-62 is Route 7 Box 316, Swift Lane, San Jose 99, California.

Note 6: Premises were exempt from taxation for County and City Taxes for

550

1550
6200

the fiscal year 1961-62 to the extent of \$1,000.00 under the State Law governing Veterans' Exemption.

Note 7: The above Vestees acquired title to premises by Deed from Clem Mercier and M. Ethel Mercier, his wife, dated October 15, 1952 and recorded October 30, 1952 in Book 2516 Official Records, page 602, Recorder's Serial Number 834783, and to which Deed there were affixed Revenue Stamps in the sum of \$7.70.

DESCRIPTION

For description of real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

et/kk

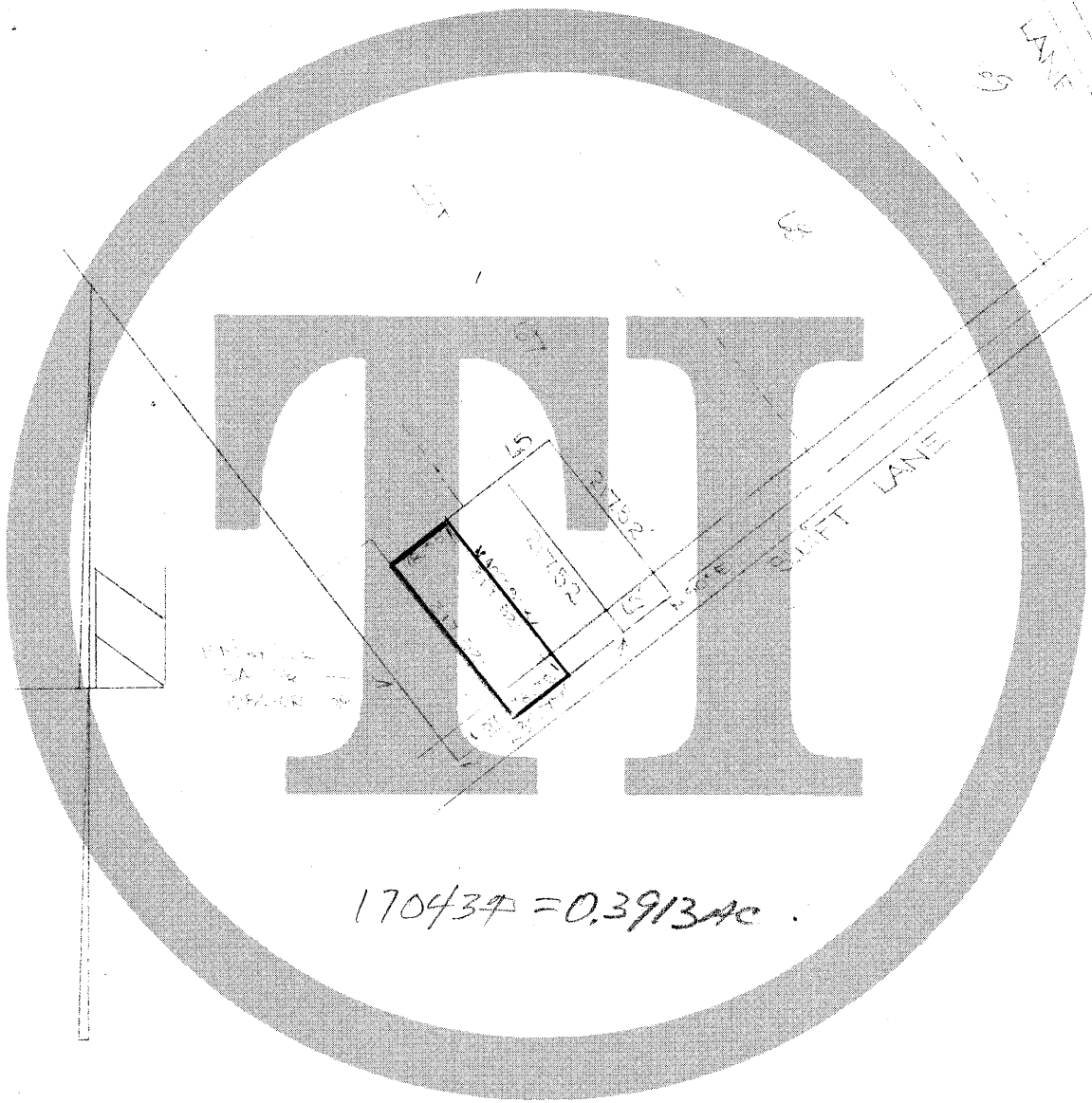
EXHIBIT A

All that certain parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

Portion of Lot 66, as shown upon that certain Map entitled "Map of the Subdivision of the Fillmore Tract." which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57, and more particularly described as follows:

Beginning at a point in the center line of Swift Lane, distant thereon North 50° East 74.07 feet from the Easternmost corner of that certain 5 acre tract of land described in the Deed from Cecil Reid, et ux, to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942, recorded February 16, 1942 in Book 1084 Official Records, page 138, Santa Clara County Records; said point of beginning also being the most Easterly corner of that certain parcel of land conveyed by Clem Mercier, et ux, to William R. Carroll, et ux, by Deed dated August 20, 1947 and recorded August 29, 1947 in Book 1500 of Official Records, at page 568, Santa Clara County Records, California, located in the Southeasterly line of the "Fillmore Tract" hereinabove referred to; running thence North 50° East along said center line of Swift Lane, which is also the Southeasterly line of the Fillmore Tract, 78.35 feet to the most Southerly corner of that certain parcel of land conveyed by Clem Mercier, et ux, to Maurice E. Mercier, et ux, by Deed dated July 18, 1949 and recorded November 4, 1949 in Book 1872 of Official Records, at page 104, Santa Clara County Records, California; thence leaving said center line of Swift Lane and running along the Southwesterly line of said parcel of land so conveyed to Maurice E. Mercier, et ux, and parallel to the Northeasterly line of said 5 acre tract North $40^{\circ} 09'$ West 217.52 feet to the most Westerly corner of said parcel of land so conveyed to Maurice E. Mercier, et ux; running thence parallel with said center line of Swift Lane South 50° West 78.35 feet to an iron pipe in the Northeasterly line of said parcel of land so conveyed to William R. Carroll, et ux; running thence along said last named line and parallel with the Northeasterly line of said 5 acre tract South $40^{\circ} 09'$ East 217.52 feet to the point of beginning.

2000
MAY 20 2000
11 1/2
1/2



$170437 = 0.3913AC$

PTN LOT 67

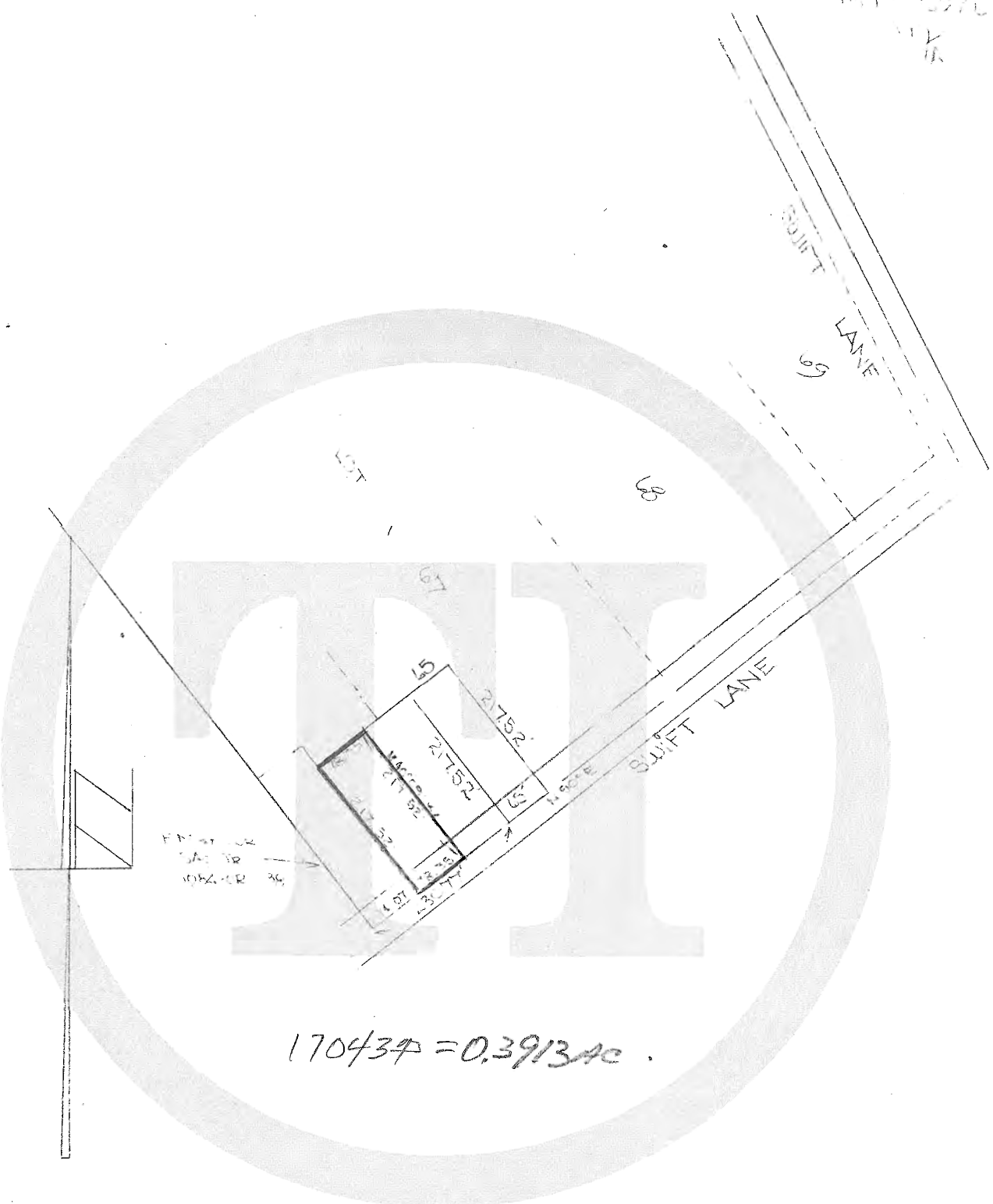
FILMORE TR.

CAM 489-15



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

141-3976
11/16



PTN DOT 67

F L MCPPE TR.

CAM 482-15



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

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

August 14, 1963

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

Enclosed is a ~~document~~ title insurance for your permanent records for the following property acquisition:

Project: **Reid-Hillview Airport**
Parcel No.: **Escrow No. 240580**
Grantor: **Vincent P. Castaneda**
Deed Recorded: Date: **11-21-62**
Book: **5799**
Page: **740**

SPENCER M. WILLIAMS
County Counsel

By **Gerald J. Thompson**
Deputy County Counsel

GJT:cw

Copies:

Public Works - Right of Way Section
County Counsel

COUNTY OF SANTA CLARA

Office of the COUNTY COUNSEL

SPENCER M. WILLIAMS
COUNTY COUNSEL

JOHN R. KENNEDY
WILLIAM M. SIEGEL
ASSISTANT COUNTY COUNSELS

DEPUTIES:

JOAN A. SYMON
ROBERT S. STURGES
ROBERT P. McNAMEE
RICHARD S. HARRISON
JOHN B. GUNN
SELBY V. I. BROWN, JR.
MARVIN G. HAUN
GERALD J. THOMPSON
JOSEPH G. SCHUMB, JR.

BOND & TAX CLERK
DOROTHY V. FANNING

ZONING INVESTIGATOR
ROBERT R. FEDDE

COUNTY ADMINISTRATION BUILDING
70 WEST ROSA STREET
SAN JOSE 10, CALIFORNIA
TELEPHONE CYPRESS 9-2111

November 19, 1962

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

Re: Escrow No. 240580 - Acquisition by the County
of Santa Clara from Vincent P. Castaneda, et ux.

Gentlemen:

This letter and the enclosed agreement of sale will constitute your escrow instructions in connection with the above property.

1. You are authorized and instructed to receive into escrow the enclosed warrant in the sum of \$12,000.
2. You are instructed to receive an executed deed having a property description corresponding to that used in the agreement of sale. A certificate of acceptance of deed is enclosed. Upon receipt of said deed, you are instructed to issue a title insurance policy in favor of the County of Santa Clara insuring title free and clear of all liens and encumbrances. Purchaser will, however, take subject to items two, three, four, and five as shown on your preliminary title report number 240580 dated September 28, 1962. Title shall be insured in the amount of the purchase price.
3. Taxes will be prorated as of close of escrow in accordance with provision number five of the agreement.
4. Purchaser will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way Section.
5. You are further instructed that no revenue stamps are to be issued.

COPY

Title Insurance and Trust Company
November 19, 1962
Page 2

6. Upon close of escrow please forward the recorded deed and title insurance policy to the Office of the County Counsel for inspection and approval.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By
Gerald J. Thompson
Deputy County Counsel

GJT:cw

Enc: Warrant
Agreement
Certificate of Acceptance

cc: Department of Public Works
Right of Way Section

Mr. and Mrs. Vincent P. Castaneda
419 Joseph Street
San Jose, California

DEPT. OF PUBLIC WORKS
COUNTY OF SANTA CLARA
NOV 20 1 25 PM '62
RECEIVED

NOV 20 1962
COUNTY OF SANTA CLARA

VIC GORIN

LICENSED BROKER

435 PARK AVENUE

SAN JOSE, CALIFORNIA

CYPRESS 5-5311

August 21, 1962

County of Santa Clara
Department of Public Works
20 W. Rosa Street
San Jose, California

Subject: Real Property on Swift Avenue, Santa Clara County, California

Dear Sirs:

We have been authorized to submit for sale to the County of Santa Clara, all that real property located at Rt. 7, Box 193-B on Swift Avenue, Santa Clara County, California, in the names of Vincente P. Castaneda and Tomasa Martines de Castaneda, husband and wife.

The owners of this property are a hardship case. We have had the property listed for sale but due to the fact that the County of Santa Clara intends to take the properties on Swift Avenue no private party will purchase this property. Mr. Castaneda is seventy (70) years old and Mrs. Castaneda is sixty-four (64) years. Neither of them are employed. They take care of a granddaughter (14 years old) for whom they receive \$55. a month. Mr. Castaneda receives old age assistance of \$39.50 a month and Mrs. Castaneda receives \$24. a month from Social Security.

Mr. and Mrs. Castaneda are requesting (\$12,000.) twelve thousand dollars for their property on Swift Avenue consisting of a house on 1.89 acre of land.

Enclosed are maps and legal description of the subject property.

Yours truly,

Walter Watanabe

VIC GORIN REAL ESTATE

435 Park Avenue

San Jose, California

CY5-5311

Enclosures - 2

WW:lsm

HPG

Date: September 21, 1962

To: James Pott

From: Otis T. Calhoun

SUBJECT: Purchase of Swift Ave. Property.

MEMORANDUM

County of Santa Clara

Dept: Public Works

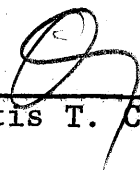
FORM PD 14

Attached is a copy of a letter dated September 19, 1962, from Vic Gorin, Real Estate Broker, in which he asks that we purchase the property located at Rt. 7, Box 193-B, on Swift Avenue, contending that this is a hardship case.

Mr. Gorin called me last week and asked about this property, and said that he had sent a letter some time last July or August pertaining to the property. However, a thorough search has failed to reveal the previous letter. I asked Mr. Gorin to re-submit his request, which he has done by the subject letter.

I believe that it would be advantageous for the County to purchase this property now. Otherwise, I am afraid that a speculator will buy it and the County would likely have to pay him a profit.

Anything you can do to expedite the acquisition of this property will be appreciated.



Otis T. Calhoun

OTC/md

9/25/62

Attachment

OTC informs that R/W acquisition can proceed on a \$300,000 revolving fund basis w/ reimb arriving approx 6 mo after expenditure. States no sweat & buy anything which keeps us within above basis. ∴ do NOT spend any more than approx < \$300,000 in any given 6 mo period



Date: November 13, 1962

To: James T. Pott

From: Otis T. Calhoun

SUBJECT: Property Acquisition-Reid-Hillview Airport

MEMORANDUM

County of Santa Clara

Dept: Public Works-Buildings

I noticed by the Board's summary for the meeting of November 5, 1962, Item 25 is for acquisition of property of Moses Chavez at the Reid-Hillview Airport. I would appreciate it if you would send me a copy of the description of this property and the price paid for the acquisition. I would like this information for my files.

I would also appreciate it if you would give me the same information for other properties as they are acquired.

Thank you for your cooperation.

Otis T. Calhoun *ill*
Otis T. Calhoun

OTC:ilb

Project: REID Hillview
Parcel No.: 14-16
Grantor: Costa neda

A G R E E M E N T

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "The County" and Yves P. & Tomasa
Munoz de Costaneda
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

\$ 12,000).

3. Warranty of Title

The Owner agrees to execute a grant deed and to convey title to said property free and clear of all encumbrances, except

3,445, purchase agreement #240580, T.I.
and agrees that said deed will be deposited with the Titel Insurance

Title Insurance Company in escrow account no. 240580 within 30 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses.

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

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

Beginning at a point in the center line of Swift Avenue distant thereon S.28°44'E. 434.68 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, as said Avenues are shown upon a Map hereinafter referred to, thence S.49°51'W. parallel with the Southeasterly line of Lots 39 and 40 as shown on said Map hereinafter referred to, 624.82 feet to a point on the Southwesterly line of said Lot 39; thence S.40°09'E., along said Southwesterly line of Lot 39, 133.60 feet; thence N.49°51'E., parallel with said Southeasterly line of Lots 39 and 40, 597.84 feet to a point in the center line of Swift Avenue; thence N.28°44'W., along said center line, 136.29 feet to the point of beginning, and being a part of Lots 39 and 40, as shown and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract," and which said Map was filed for record in the Office of the recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, at page 57.

EXHIBIT A



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

September 28, 1962

IMPORTANT

When replying refer to
Our No. 240560

Department of Public Works
20 West Rosa Street
San Jose, California

Your No.

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m. B. M. BLANCHARD Title Officer

Vestee: **VICENTE P. CASTANEDA and TOMASA MARTINES DE CASTANEDA, his wife, as joint tenants**

Exceptions:

- First:** Taxes for the fiscal year 1962-63 now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Easement for road purposes over any portion of the premises herein described lying within the bounds of Swift Avenue.
- Third:** Right of Way for electric transmission line over Lot 39, as granted by Manuel C. Silva and Mary Silva, husband and wife, to Pacific Gas and Electric Company, a corporation, by Deed dated November 17, 1927 and recorded November 30, 1927 in Book 344 Official Records, page 228, and being more particularly described as follows:
- Beginning at a point in the Southeasterly boundary line of said Lot 39, (marked by a fence now upon the ground), from which a 2" x 3" stake marking the intersection of the Southeasterly boundary line of Lot 40 with the Southwesterly boundary line of Swift Avenue, as shown upon said Map, bears North 49° 47' East 88.0 feet distant and running thence North 39° 20' West, 800.0 feet, more or less to a point in the Northeasterly boundary line of said Lot 39.
- Fourth:** Right of Way for electric transmission line over Lot 40, as granted by John Andrews and Marena Andrews, husband and wife, to Pacific Gas and Electric Company, a corporation,

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

by Deed dated December 20, 1932 and recorded February 11, 1933 in Book 638 Official Records, page 360, and being more particularly described as follows:

Beginning at a point in the Northwesterly boundary line of said Lot 40 (said boundary line being marked by the center line of Cunningham Avenue) from which the intersection of the Southwesterly boundary line of said Lot 40 with the Southeasterly boundary line of Cunningham Avenue (said intersection being marked by the intersection of fences now upon the ground) bears South 7° 39' East 35.7 feet distant and running thence South 39° 20' East 1300 feet, more or less, to a point in the Southwesterly boundary line of said Lot 40.

Fifth: Right of Way for Electric Transmission Line over Lot 40, as granted by Anton J. Bondesen and Helga P. Bondesen, husband and wife, to Pacific Gas and Electric Company and The Pacific Telephone and Telegraph Company, California corporations, by Deed dated August 23, 1946 and recorded October 23, 1946 in Book 1384 Official Records, page 270, and being more particularly described as follows:

Said poles and wires shall be installed within a strip of land of the uniform width of 6 feet lying contiguous to and Southwesterly of the Northeasterly boundary line of Lot 40 and extending from the Southeasterly boundary line of the County Road known as Cunningham Avenue, Southeasterly to the Southeasterly boundary line of Lot 40, as said Lot is delineated and so designated upon that certain Map of Fillmore Tract recorded in Book C of Maps, page 57, records of said Santa Clara County.

Note 1: Both installments of County and City Taxes for the fiscal year 1961-62 have been paid. Assessment Number 489-14-16. Code Number 43-77.

First installment	\$76.29
Second installment	\$76.29

Note 2: The above Vestees acquired title to premises by Deed from

Anton J. Sondesen and Helga P. Sondesen, his wife, dated February 5, 1947 and recorded August 18, 1947 in Book 1442 Official Records, page 493, and to which Deed there were affixed Revenue Stamps in the sum of \$2.75.

Note 3: Assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 as follows:

Assessed value Real Estate	\$1,320.00
Assessed value improvements	350.00
Assessed value personal property	None

The address of the above Vestees as disclosed by the County Tax Rolls for the fiscal year 1961-62 is 419 Josefa Street, San Jose, California.

Note 4: This Report includes an examination of the Municipal Records of the City of San Jose as to taxes, assessments and/or bonds.

DESCRIPTION

For description of the real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

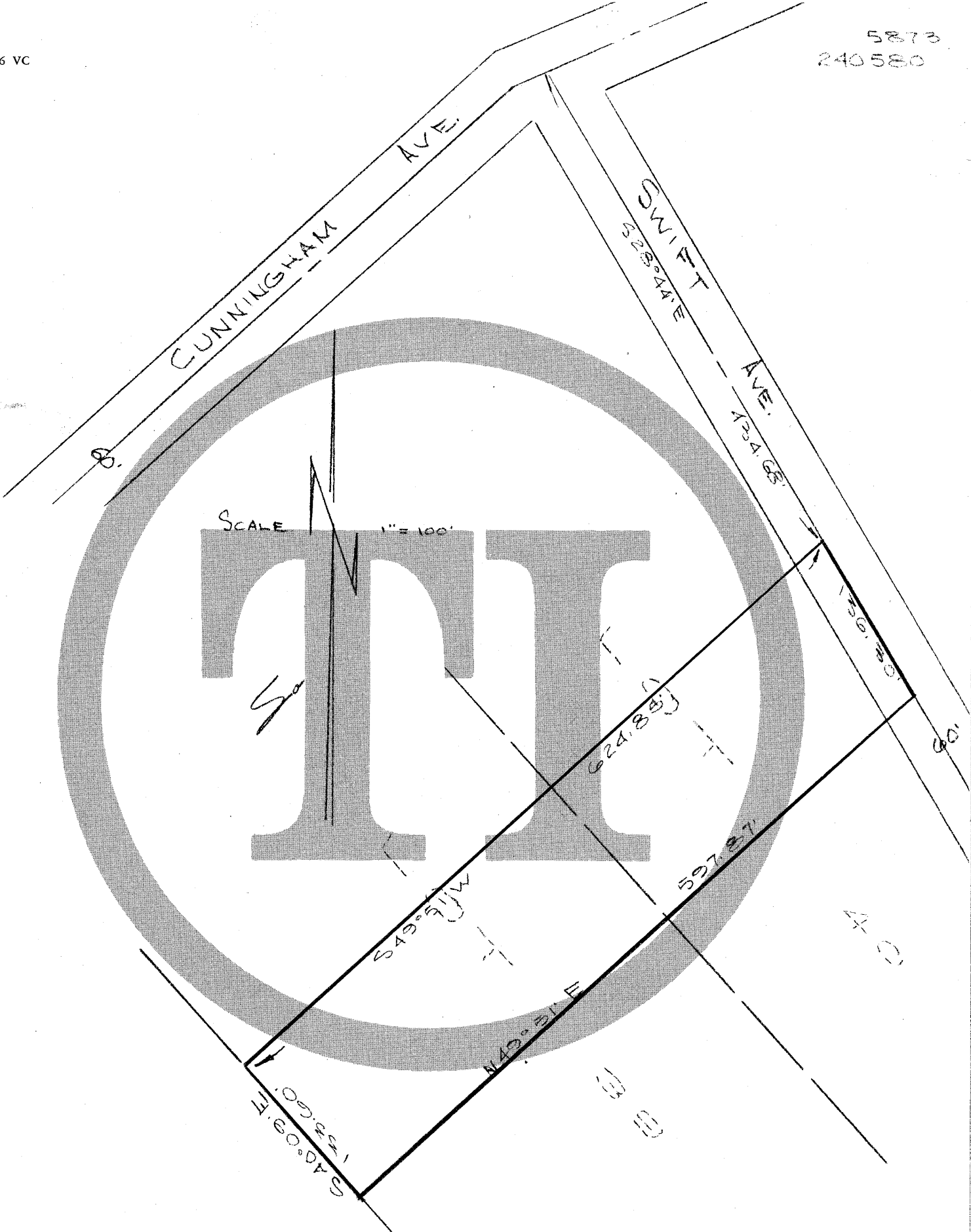
BB/ld

5 copies to Dept. of Public Works

EXHIBIT A

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

BEGINNING at a point in the center line of Swift Avenue, distant thereon South $28^{\circ} 44'$ East 434.68 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, as said Avenues are shown upon the recorded Map herein referred to; thence South $49^{\circ} 51'$ West parallel with the Southeasterly line of Lots 39 and 40, as shown upon said Map herein referred to, 624.85 feet to a point on the Southwesterly line of said Lot 39; thence South $40^{\circ} 09'$ East along said Southwesterly line of Lot 39, 133.60 feet; thence North $49^{\circ} 51'$ East parallel with said Southeasterly line of Lots 39 and 40, 597.87 feet to a point in the center line of Swift Avenue; thence North $28^{\circ} 44'$ West along said center line, 136.30 feet to the point of beginning and being a part of Lots 39 and 40, as shown and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract," and which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, page 57 and as shown upon that certain record of Survey Map filed for record in the office of the Recorder of the County of Santa Clara, State of California, on October 27, 1947 in Book 16 of Maps, page 5.



PTN. LOTS 39 & 40 FILLMORE TR. C-57



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

Project: Reid-Hillsview
Parcel No.: 14-16
Grantor: Casteneda

A G R E E M E N T

The Board of Supervisors of the County of Santa Clara, herein-
after referred to as "The County" and Vincent P. & Tomasa Martines
De Castaneda

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

~~Twelve Thousand and no Dollars~~ -----
(\$ 12,000.00).

3. Warranty of Title

The Owner agrees to execute a grant deed and to convey title
to said property free and clear of all encumbrances, except _____
~~encumbrances #2, 3, 4 & 5, preliminary report #240580~~
and agrees that said deed will be deposited with the Title Insurance
Title Insurance Company in escrow account no. 240580 within
30 days after execution of this agreement by the Owner.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if
required and authorized, and title insurance policy expenses.

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 for immediate possession, taxes shall be prorated as of the date of said possession. Taxes paid in advance, however, shall not be prorated.

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 which 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 _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this 29 day of September,
1962.

Vicente P. Castaneda
Tomas Martinez de Castaneda
Her + Mark

Owner

witness:

Lupe Martinez
Walter Watumbi

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

By _____
Deputy County Counsel

9/29/61

RIE OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid Hillview Parcel No.: 14-16
 Grantor: Casteneda Telephone: _____ Entire Area: _____
 Property Address: Rt 7 Box 193 P Swift Ave., San Jose 77,588 sq. ft. or 1.78 ac
 Mailing Address: 419 Joseph St. San Jose Part Required: _____
 Jurisdiction: San Jose 77,588 sq. ft. or 1.78 ac
 Remainder: None

Unit Land Cost:	Budget	Appraisal	O.I.P.	Settlement
Sq. ft.: \$ <u>0.14</u>	196	196	Deposit	
Acre: \$ <u>6,000</u>				
Land Acquired:				
Sq. ft.: <u>77,588</u>		10,680		10,680
Acre: <u>1.78</u>				
Improvements:		1,320		1,320*
Severance:				
Benefits:				
Other Consideration:				

Total Consideration-Offset by Benefits: _____ 12,000 _____ 12,000

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: 12,000
 Balance after this acquisition: _____ % obligated to date: _____
 Current Indicated Budget Status-Budget Excess: _____ Budget Deficit: _____

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Land
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
- 10.
- 11.
- 12.

Description of Improvement Acquired			
No. of Rooms	Area Sq. Ft.	Age	Condition
4	617	12	Poor
* The improvement is without running water. Water is available only from a water tank installed by the City of San Jose on Swift Ave.			

Title Co.: T.I.
 # 240580 Date: 8/27/62
 Grantor Acquired Date: 2/5/47
 I. R. S.: \$2.75
 Appraised by: Staff
 Date: Sept., 1962
 Type Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: _____
 O.I.P.: _____
 Agreements: Attached
 Resolutions: _____
 Deeds: in escrow Maps: _____
 Negotiating Agent: Besson
 Dep. Co. Counsel: _____

Title Exceptions
 Clear
 #1 Taxes
 Take Subject to
 #2 Road R/W
 #3 PG&E Easement
 #4 PG&E Easement
 #5 PG&E Easement

J. Gillman
 Approval
 OCT 22 1962

Agenda _____ Item # _____
 Consumated: _____ Item # _____
 To Escrow: _____

Authorized Exec. of Agency
 10-22-62
 ITEM No 18
 ENC No 13

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

Beginning at a point in the center line of Swift Avenue distant thereon S.28°44'E. 434.68 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, as said Avenues are shown upon a Map hereinafter referred to, thence S.49°51'W. parallel with the Southeasterly line of Lots 39 and 40 as shown on said Map hereinafter referred to, 624.82 feet to a point on the Southwesterly line of said Lot 39; thence S.40°09'E., along said Southwesterly line of Lot 39, 133.60 feet; thence N.49°51'E., parallel with said Southeasterly line of Lots 39 and 40, 597.84 feet to a point in the center line of Swift Avenue; thence N.28°44'W., along said center line, 136.29 feet to the point of beginning, and being a part of Lots 39 and 40, as shown and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract," and which said Map was filed for record in the Office of the recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, at page 57.

EXHIBIT A

BOARD OF SUPERVISORS
 COUNTY COUNSEL
 OWNER
 TITLE COMPANY
 CONTROLLER
 PUBLIC WORKS

Project: Wald's Millview
 Parcel No.: 14-19
 Grantor: Munoz

AGREEMENT FOR PURCHASE
 OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Genorio R. Munoz

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 Twelve Thousand Five Hundred Dollars
 (\$ 12,500.00).

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 exceptions 1, 4, 5 and 6 of preliminary title report #140578 dated October 17, 1962

and agrees that said deed will be deposited with the 2 State Title Insurance Company in escrow account no. 140578 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.

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.~~
..... 60 days after
~~close of escrow, or on July 1, 1963, whichever shall come later.~~

11. Withheld Funds:

One Hundred Dollars

(\$ 100.00) will be held in escrow and will be released to the Owner(s) when the following conditions have been met:

1. The property has been vacated ~~prior to~~ in accordance with ~~Per. 10~~ and has been inspected and approved by an authorized agent of the County and found to be in a satisfactory condition.
2. Keys to the premises are delivered to the Business Management Section of the Santa Clara County Department of Public Works, 20 West Rosa Street, San Jose 10, California.
3. ~~The landscaping has been left intact.~~

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 6 1963, 19__.

COUNTY OF SANTA CLARA

By [Signature]
Chairman of the Board of Supervisors

Executed by the Owner(s) this 19th day of March, 1963.

[Signature]

Owner(s)
157 S. Capitol Ave.
San Jose, Calif.

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

By [Signature]
Deputy County Counsel

EXHIBIT A

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

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide distant thereon South $28^{\circ}44'$ East 760.00 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue South $28^{\circ}44'$ East 99.70 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown upon said Map South $49^{\circ}51'$ West 540.69 feet to the Southwesterly line of said Lot 39; thence along said line of Lot 39, North $40^{\circ}09'$ West 97.73 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40 North $49^{\circ}51'$ East 560.43 feet to the point of beginning, containing 1.17 acres of land, more or less, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40 as laid down, designated and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, at page 57.

BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TITLE COMPANY
CONTROLLER
PUBLIC WORKS

Project: Reid's Hillview
Parcel No.: 14-19
Grantor: Munoz

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Senorio K. Munoz

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 Twelve Thousand Five Hundred dollars (\$ 12,500⁰⁰).

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 exceptions 3, 4, 5, and 6 to Preliminary Title Report No. 240578 dated Oct. 17, 1962

and agrees that said deed will be deposited with the _____ Title Insurance ^{Trust} Company in escrow account no. 240578 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.

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.~~ 60 days after close of escrow, or on July 1, 1963, whichever shall come later.

11. Withheld Funds:

One Hundred Dollars

(\$ 100) will be held in escrow and will be released to the Owner(s) when the following conditions have been met:

1. The property has been vacated ~~prior to~~ in accordance with Per. 10, and has been inspected and approved by an authorized agent of the County and found to be in a satisfactory condition.
2. Keys to the premises are delivered to the Business Management Section of the Santa Clara County Department of Public Works, 20 West Rosa Street, San Jose 10, California.
- ~~3. The landscaping has been left intact.~~

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 _____, 19__.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner(s) this ___ day of _____, 19__.

Owner(s)
157 S. Capitol Ave.
San Jose

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

By _____
Deputy County Counsel

Senovio Munoz
Reid Hillview
Parcel 14-19

RESOLUTION OF NOTICE OF INTENTION
TO PURCHASE REAL PROPERTY

WHEREAS, the County of Santa Clara desires to purchase certain real property for the ultimate construction, development and expansion of an airport; and

WHEREAS, it is necessary to purchase certain real property for that purpose which is of a value in excess of Two Thousand and No/100 Dollars (\$2,000.00); it is further necessary that a notice of the said purchase be made and published as provided in Section 25350 of the California Government Code; and

WHEREAS, the information required in the said section of the California Government Code is as follows:

1. Property proposed to be purchase is described as follows:

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

"Beginning at a point in the center line of Swift Avenue, 60 feet wide distant thereon South 28°44' East 760.00 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue South 28°44' East 99.70 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown upon said Map South 49°51' West 540.69 feet to the Southwesterly line of said Lot 39; thence along said line of Lot 39 North 40°09' West 97.73 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40 North 49°51' East 560.43 feet to the point of beginning, containing 1.17 acres of land, more or less, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40 as laid down, designated and delineated upon that certain Map entitled, "Map of the Subdivision of the Pillmore Tract which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, at page 57."

2. The purchase price shall be Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00).

3. The vendor is Senovio R. Munoz.

4. This Board of Supervisors of the County of Santa Clara will meet to consummate the purchase on MAY 6 1963.

NOW, THEREFORE, IT IS RESOLVED that this resolution shall be published once a week for three successive weeks prior to MAY 6 1963, in a newspaper of general circulation in the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this APR 8 1963 day of 1963, by the following vote:

AYES: Supervisors, Levin Della Maggiore Spangler Mehrkens Sanchez

NOES: Supervisors, None

ABSENT: Supervisors, None

R. A. Mehrkens

Chairman of the Board of Supervisors.

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors

Jean Pullan

CLERK OF BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA
APR 10 5 13 PM '63
RECEIVED

CLERK OF BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA

APR 15 11 22 AM '63

RECEIVED

APR 12 1963

APR 12 1963

DEPT. OF PUBLIC WORKS
RECEIVED

Castaneda

TL 240580

RECORDING REQUESTED BY

2298372

BOOK 5799 PAGE 740

229837

Escrow No. 4580

Assessment of 1947-48

229837

AND WHEN RECORDABLE WILL BE

Name
Street
Address
City &
State

County of Santa Clara
70 W. Rosa Street
San Jose 19, California

Department of
County of Santa Clara
San Jose, California
Santa Clara County, Official Record

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APRIL 1954 10276 IN FURNISHES

Grant Deed

10-22-1

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

VICENTE P. CASTANEDA and TOMAS MARTINES DE CASTANEDA,
his wife

GRANT(S) TO

COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

the following described real property in the

County of Santa Clara

State of California

BEGINNING at a point in the center line of Swift Avenue, distant thereon South 75° 44' East 434.85 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, as said Avenues are shown upon the recorded Map herein referred to; thence South 49° 51' West parallel with the Southeasterly line of Lots 39 and 40, as shown upon said Map herein referred to, 624.85 feet to a point on the Southeasterly line of said Lot 39; thence South 40° 09' East along said Northwesterly line of Lot 39, 133.60 feet; thence North 49° 11' East parallel with said Southeasterly line of Lots 39 and 40, 597.87 feet to a point in the center line of Swift Avenue; thence North 26° 44' West along said center line, 136.30 feet to the point of beginning and being a part of Lots 39 and 40, as shown and delineated upon that certain Map entitled, "Map of the subdivision of the Fillmore Tract," and which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1942 in Book "C" of Maps, page 57 and as shown upon that certain record of Survey Map filed for record in the office of the Recorder of the County of Santa Clara, State of California, on October 27, 1947 in Book 10 of Maps, page 5.

REID HILLVIEW AIRPORT
9) STANEDA
T.L. # 240580

BOOK 5799 PG 742

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 24 day of October, 1962.

By: James J. Hill
Director/Assistant Director of
Public Works of the County of
Santa Clara

JRK:meh
Revision of 1/4/62

2298372 NOV 21 1962



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

Fee: \$52.50

IMPORTANT
When replying refer to
Our No **247033**

• Santa Clara County
• Department of Public Works
• 20 West Rosa
• San Jose, California

Your No.

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of July 1, 1963 at 7:30 a.m. RICHARD T. MILLER Title Officer

Vestee: **VALLEY TITLE COMPANY OF SANTA CLARA COUNTY,
a corporation**

Exceptions:

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 Cunningham Avenue.
3. Right to erect, construct, reconstruct, replace, repair, maintain and use for the transmission and distribution of electricity, a single line of towers and suspended upon and supported by such towers, all wires which the grantee may from time to time deem to be reasonably required for those purposes, and telephone and telegraph wires for the private use of the grantee and all necessary and proper crossarms, braces, connections, fastenings, and other appliances and fixtures for use in connection with said towers and wires,

as granted to Pacific Gas and Electric Company, a corporation, by instrument dated September 14, 1927 and recorded September 27, 1927 in Book 349 Official Records, page 243.

The route of said right of way being described as follows:

Beginning at a point in the Northwesterly boundary line of said Lot 13, from which a 2" x 3" stake marking the most

Westerly corner of said Lot 12, bears South 49° 41' West 550.0 feet distant and running thence South 31° 20' East 1291.0 feet; thence South 40° 16' East 45.0 feet more or less, to a point in the Southeasterly boundary line of said Lot 13.

Said right recites in part as follows:

"The Grantor and their successors in estate shall not erect or construct, or permit to be erected or constructed, any building or other structure or drill or operate any water or oil well within 20 feet of the above described line."

4. Deed of Trust by Topaz Builders, Inc., to American Securities Company, a corporation, as Trustee to secure the payment to Wells Fargo Bank, a corporation, of \$50,000.00 and additional advances, dated February 1, 1963 and recorded February 15, 1963 in Book 5906 Official Records, page 130. (Serial No. 2347620)

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose as to Taxes, Assessments and/or Bonds.

Note 2: Both installments of County and City Taxes for the fiscal year 1962-63 have been paid. Assessment Number 489-32-13. Code Number 40-475. (Affects the Northwesterly 1/2 of premises)

First installment	\$364.24
-------------------	----------

Second installment	\$364.24
--------------------	----------

Assessment Number 489-32-12. Code Number 40-475. (Affects the Southeasterly 1/2 of premises)

First installment	\$381.58
-------------------	----------

Second installment	\$381.58
--------------------	----------

Note 3: The assessed valuations of premises for County and City Taxes for the fiscal year 1962-63 are as follows:
Assessment Number 489-32-13. (Affects the Northwesterly 1/2 of

premises)

Assessed value real estate	\$8,000.00
Assessed value improvement	None
Assessed value personal property	None

Assessment Number 489-32-12. (Affects the Southeasterly 1/2 of premises)

Assessed value real estate	\$8,000.00
Assessed value improvement	\$400.00
Assessed value personal property	None

The address of the above Vestee as disclosed by the County Tax Rolls for the fiscal year 1962-63 is 38 North First Street, San Jose, California.

Note 4: The above Vestee acquired title to premises by Deed from Topaz Builders, Inc., a corporation, dated February 7, 1963 and recorded February 15, 1963 in Book 5906 Official Records, page 133, Serial No. 2347621, and to which deed no revenue stamps were affixed thereto.

DESCRIPTION

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

ALL OF LOTS 12 and 13 as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book C of Maps, page 57.

RECEIVED

jva/pb 6 copies to Appl.



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



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE

66 N. FIRST STREET

TELEPHONE CYPRESS 2-4212

SAN JOSE 13, CALIFORNIA

DATE OCT. 8, 1962

CITY OF SAN JOSE
DEPARTMENT OF PUBLIC WORKS
20 WEST ROSA STREET
SAN JOSE, CALIF.

APPLICATION NO. 240578

ESCROW OFFICER ET:DW

AMT. ENCLOSED \$ _____

PLEASE ENCLOSE THIS STUB WITH YOUR REMITTANCE

PROPERTY OF SERROVID MUNOZ
HILLVIEW AIRPORT

PRELIMINARY REPORT

\$52.50

- REPORTS • L LITIGATION
- N NAME RUN
- P PRELIMINARY
- C CHATTEL MORTGAGE
- F FORECLOSURE

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

~~EDX~~
file
3511-14-19

Date: August 30, 1963

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

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

Project: Reid Hillview Airport

Parcel No.: 240578

Grantor: Senovio R. Munoz

Deed Recorded: Date: 6/18/63
Book: 6068
Page: 243

Tax cancellation forms have been forwarded to Assessor's Office (July 3, 1963).

SPENCER M. WILLIAMS
County Counsel

By Gerald J. Thompson
Deputy County Counsel

Copies:

Public Works - Right of Way Section ✓
County Counsel

August 8, 1963

Re: Escrow #240578

Title Insurance & Trust Company
66 North First Street
San Jose, California

Gentlemen:

All conditions recited in Paragraph 11 of the preliminary escrow instructions have been complied with. You are hereby authorized and instructed to release the withheld funds to the grantor.

Very truly yours,

GEORGE H. MILLER
Senior Right of Way Agent

GHM:mt

Orig: To Title Company
cc: Owner
cc: Frank Thomas

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Date: 7/19/63

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

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

Project: Reid Hillview Airport

Parcel No.: 240578

Grantor: Senovio R. Munoz

Deed recorded - Date: 6/18/63
Book: 6068
Page: 243

3511-14-19

Order to Cancel Taxes ~~is~~ is not enclosed., cancelled 7/3/63.

SPENCER M. WILLIAMS
County Counsel

By Gerald J. Thompson
Deputy County Counsel

GJT:blm
Copies:

Public Works - Right of Way Section
County Counsel

county of santa clara



COUNTY COUNSEL

SPENDER M. WILLIAMS, COUNTY COUNSEL

May 23, 1963

Title Insurance and Trust Company
65 North First Street
San Jose 13, California

Re: Escrow No. 240578 (Munoz)
Project - Reid-Hillview

Gentlemen:

This letter and the enclosed agreement of sale will constitute your escrow instructions in connection with the above purchase.

1. You are authorized and instructed to receive into escrow the enclosed warrant in the sum of \$12,500.00.

2. You are instructed to receive an executed grant deed from owners having a property description corresponding to that used in the agreement of sale. A certificate of acceptance of deed is enclosed. Upon receipt of said deed, you are instructed to issue a title insurance policy in favor of the County of Santa Clara, insuring title free and clear of all liens and encumbrances except numbers three, four, five, and six of your title report dated October 17, 1962. Title shall be insured in the amount of the purchase price.

3. Taxes will be prorated as of the close of escrow in accordance with provision number five of the agreement of sale.

4. Purchaser will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way Section.

5. You are further instructed that no revenue stamps are to be issued.

COPY

Title Insurance and Trust Company
May 23, 1963
Page 2

6. Upon close of escrow, please forward the recorded deed and title insurance policy to the Office of the County Counsel for inspection and approval.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By
Gerald J. Thompson
Deputy County Counsel

GJT:cw

Enc: Warrant
Certificate of Acceptance
Agreement of Sale
Grant Deed
Letters to Frank Thomas

cc: ~~Department of Public Works~~
Right of Way Section

RECEIVED
PUBLIC WORKS
MAY 23 1963
COUNTY OF ALABAMA

Reid Hillman
14-19
MUNOZ

Escrow # 240578 T.F.

Mr. Frank Thomas
Department of Public Works
20 West Rosa Street
San Jose, California

Dear Sir:

The property located at Swift Lane 760' SE. Cunningham
is now vested in the County of Santa Clara.

This property is ^{or} ~~tenant~~ occupied and the next
~~rental payment due to the County is payable on~~
_____.

Escrow closed _____

Date

Very truly yours,

Escrow Officer

cc: R/W Department

EXHIBIT A

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

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide distant thereon South $28^{\circ}44'$ East 760.00 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue South $28^{\circ}44'$ East 99.70 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown upon said Map South $49^{\circ}51'$ West 540.69 feet to the Southwesterly line of said Lot 39; thence along said line of Lot 39, North $40^{\circ}09'$ West 97.73 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40 North $49^{\circ}51'$ East 560.43 feet to the point of beginning, containing 1.17 acres of land, more or less, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40 as laid down, designated and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, at page 57.

Assessment No. 489-18-19 **2423873** Application No. **240578** T. I. & Trust **2423873** Reid's Hillview

L.S.
S.W.H.

BOOK **6068** PAGE **16243**
Grant Deed Individual

THE INSURANCE AND TRUST COMPANY
JUN 16 12 31 PM 1963
OFFICE RECORDS
SANTA CLARA COUNTY
FARMER BUILDING
RECORDS
Above space for Recorder *D.H.*

SENOVIO R. MUNOZ

the first part Y hereby GRANT TO
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA
the second part Y all that real property situated in the City of San Jose
County of Santa Clara, State of California, described as follows:

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

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide distant thereon South 28°44' East 760.00 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue South 28°44' East 99.70 feet; thence parallel with the Southeastern lines of Lots 39 and 40, as shown upon said Map South 49°51' West 540.69 feet to the Southwesterly line of said Lot 39; thence along said line of Lot 39, North 40°09' West 97.73 feet; thence parallel with the Southeastern lines of said Lots 39 and 40 North 49°51' East 560.43 feet to the point of beginning, containing 1.17 acres of land, more or less, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40 as laid down, designated and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1942 in Book "C" of Maps, at page 57.

WITNESS *H/S* hand this *19th* day of *MARCH*, 19*63*

READ AND DELIVERED IN THE PRESENCE OF:
Senovio R. Munoz

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA }
On this day of 19 before me,
Notary Public in and for said County and State, personally appeared

the person whose name subscribed to the foregoing instrument, and acknowledged to me that known to me to executed the same.
Notary Public

2423873

EXHIBIT A

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

PARCEL ONE

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South $28^{\circ} 44'$ East 859.70 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said center line of Swift Avenue, South $28^{\circ} 44'$ East 103.73 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown upon the Map hereinafter referred to, South $49^{\circ} 51'$ West 520.15 feet to the Southwesterly line of said Lot 39; thence along said Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 101.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North $49^{\circ} 51'$ East 540.69 feet to the point of beginning. Containing approximately 1.16 acres of land, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

PARCEL TWO

BEGINNING at a point in the center line of Swift Avenue, distant thereon South $28^{\circ} 44'$ East 963.43 feet from the point of intersection of said center line with the center line of Cunningham Avenue, as shown on the Map hereinafter referred to; thence from said point of beginning along said center line of Swift Avenue, South $28^{\circ} 44'$ East 92.51 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown on said Map, South $49^{\circ} 51'$ West 501.84 feet to the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 90.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North $49^{\circ} 51'$ East 520.15 feet to the point of beginning, and being portions of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

PARCEL THREE

BEGINNING at a point in the center line of Swift Avenue, 60 feet

wide, distant thereon South $28^{\circ} 44'$ East 1055.94 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue, South $28^{\circ} 44'$ East 281.44 feet to the most Easterly corner of Lot 40, as shown on said Map; thence along the Southeasterly lines of Lots 40 and 39 as shown on said Map, South $49^{\circ} 51'$ West 446.17 feet to the most Southerly corner of said Lot 39; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 275.88 feet to the point which bears South $49^{\circ} 51'$ West and parallel with said Southeasterly lines of Lots 40 and 39, 501.84 feet from the point of beginning; thence parallel with said Southeasterly lines of Lots 39 and 40, North $49^{\circ} 51'$ East 501.84 feet to the point of beginning. Containing approximately 3.00 acres, and being a portion of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

ALSO BEING a portion of the property shown upon the Map of Record of Survey filed for record in the office of the Recorder of the County of Santa Clara, State of California, on October 27, 1947 in Book 16 of Maps, at page 5.

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Dated: April 29, 1964

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

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

Project: Reid-Hillview Airport
Parcel No.: 3511-32-12, 13A and
3511-32-12, 13B.
Grantor: Valley Title Company
Deed Recorded:
Date: March 17, 1964
Book: 6427
Page: 673

Tax cancellation forms have been forwarded to
Assessor's Office on March 30, 1964.

SPENCER M. WILLIAMS
County Counsel

By
Richard S. Harrison
Deputy County Counsel

RSH:go
encl.

✓ cc: Department of Public Works
Right of Way Section

MAR 26 1964

Mr. C. J. MacPherson
Business Manager
Department of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Subject: *Reid Hillview Airport*
Parcel No. *3511-32-12,13*
Valley Title - Topy Builder
Dear Mr. MacPherson:

The following information pertains to the above parcel.

- Deed to County recorded on *17 March 64*.
- Property vacated pursuant to Order for Possession.
- Keys to be delivered to Business Management pursuant to agreement.
- Keys attached.
- Construction requires clearance of all improvements by *immediate*.
- Property may be rented until approximately _____

Your attention is called to the Right of Way Data Sheet for property address, description of improvements purchased and other pertinent data relative to occupancy.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

JAMES H. WHITCOMB

EDH:JHW:

MEMORANDUM

To: Frank E. Thomas

From: E. D. Hodge

SUBJECT: Reid Hillview Airport

Date: April 6, 1964

3511-32-12, -13 (Valley Title - Topaz Builders)

Title to the above property vested in County as of March 17, 1964. So far as we know the tenant, a Mr. Swanson, paid March rent of \$80.00 to Mr. Barbare.

Justin Mitchell has discussed the matter with George Quinn of Topaz Builders and he has agreed to remit to the County the prorata share of \$80.00 for the period March 18, 1964 through March 31, 1964. You should receive a check within the next few days.

We assume you will be making your own rental arrangement with the tenant. Otis Calhoun says no immediate development at the airport will require vacation of the property at this time.

EDH:

JFM:o's

April 2, 1964

Mr. Richard S. Harrison
Deputy County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reid-Hillview Parcel #3511-15-12,-13 Home Mutual
Savings & Loan (Guardian Capital Company)

Dear Mr. Harrison:

Please refer to your letter of March 30, 1964 relative to a bill from the City Title Insurance Company pertaining to the above-numbered parcel.

We have advised the City Title Insurance Company that this will not be paid until such time as a policy of title insurance and an acceptable deed has been delivered to the County.

The bill is returned herewith for delivery to this Office for payment at such time as you are fully satisfied as to documents received from the title company.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:o's

Attachment

COPY

county of santa clara

COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

March 30, 1964

Mr. E. D. Hodge
Supervising Right of Way Agent
Department of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Re: Home Mutual Savings & Loan (Guardian Capital
Company) Reid-Hillview Parcel #3511-15-12,13

Dear Mr. Hodge:

Enclosed are two copies of the bill from the City Title Insurance Company pertaining to the above-numbered parcel. / This escrow is not fully closed in that I have returned the deed to the title company because of certain unacceptable restrictions contained therein. That was in December and after three letters and several phone calls we have not yet received the deed. When I last called them and complained they mentioned, among other things, that we had some outstanding unpaid bills owing to them. /

I am forwarding this bill so that you can either pay it or wait until we get the corrected deed, as you see fit.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By *Richard S. Harrison*
Richard S. Harrison
Deputy County Counsel

RSH:cw - encl.

MEMORANDUM

To: Otis T. Calhoun, Asst. Director P.W. From: E. D. Hodge, Chief R/W Agent

SUBJECT: Reid Hillview Airport Date: April 1, 1964

Deeds for Parcels 3511-15, 12, 13 &
3511-32-4

In accordance with your recent request, we are herewith forwarding copies of the recorded Grant Deed from City Title Company regarding Parcel 15-12 & 13, and the Final Order and Decree of Condemnation for Parcel 32-4.

For your information, Parcel No. 32-12 & 13, Topaz Builders, closed escrow on March 17, 1964, being recorded in Book 6427 O.R. 673.

EDH:o's

Enclosures

Barbara

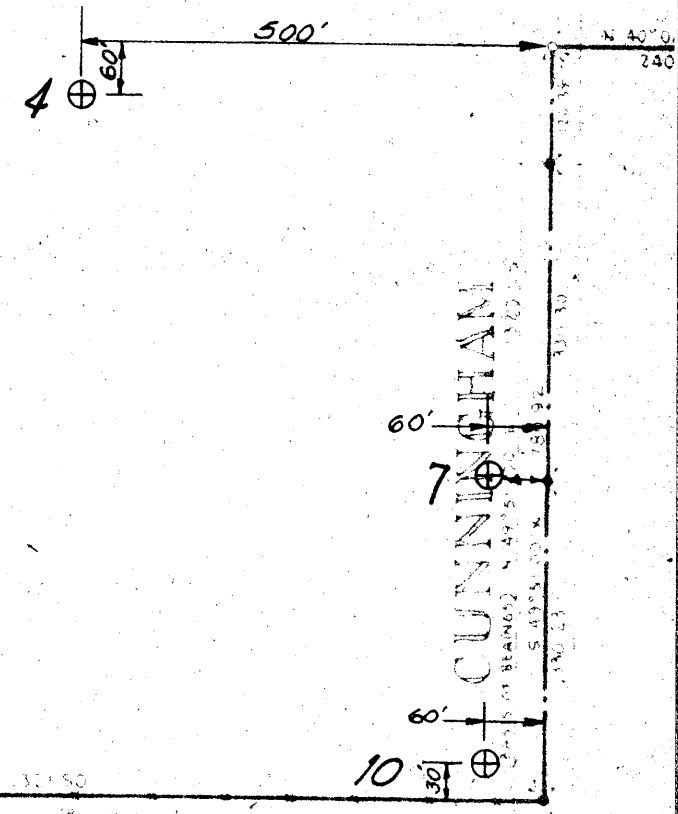
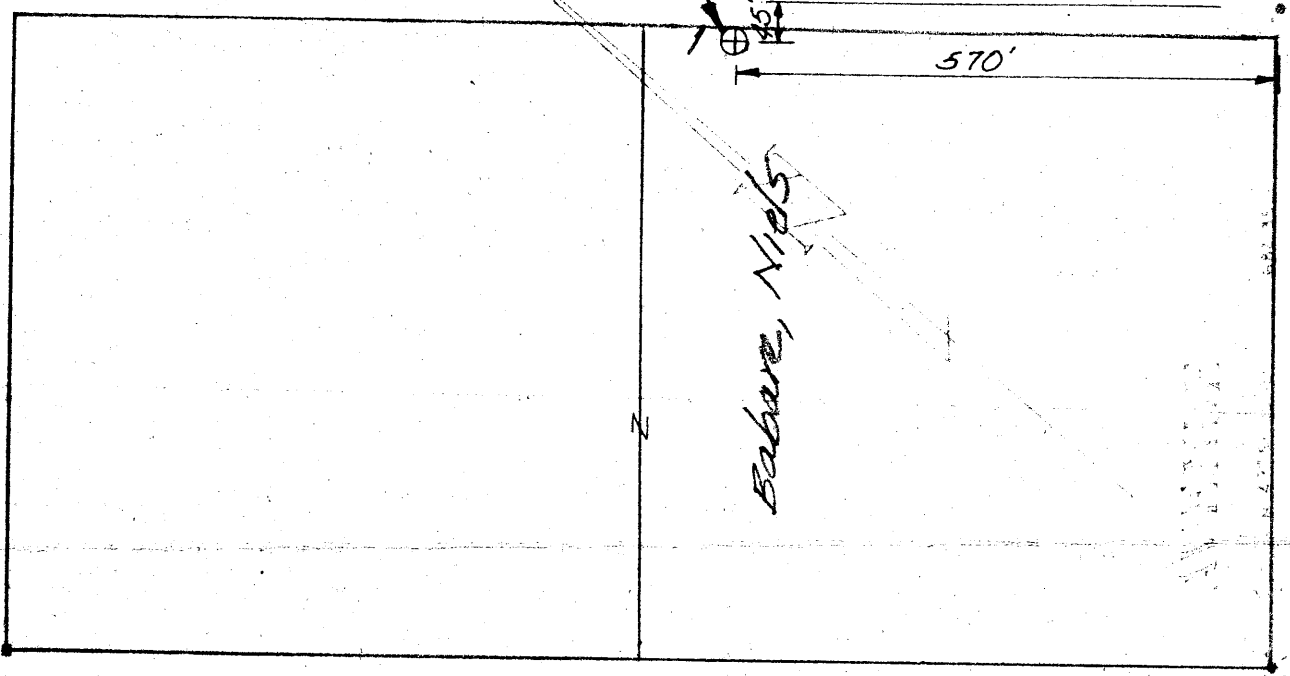
3511-3-12, 13

5/6/63
Date

TEMPORARY RIGHT-OF-ENTRY

Permission is hereby granted to the County of Santa Clara or its authorized agents to enter upon the Owner's property for the purpose of drilling test borings in the approximate area as shown outlined on the attached sketch of the property. It is understood that all due care will be exercised in the drilling operations, and the property will be left in substantially the same condition as existed at time of entry.

Lopez Builders, Inc
George H. Lopez
Owner



641 72
 50
 N 49° 18' 41" E 181.53
 S 61° 40'

N 40° 08' 05" W 311.50

N 49° 18' 41" E 181.53
 S 61° 40' 00" W 240.00

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

February 26, 1964

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

Reed-Hallman
3511-32-12-13a

Re: Escrow No. 247033 (Valley Title Company)

Gentlemen:

The County is purchasing the property covered by your preliminary report of the above number, dated July 1, 1963. This letter will constitute the County's escrow instructions.

Enclosed are two warrants, one in the sum of \$17,570 and the other in the sum of \$143,680; a copy of the purchase agreement; a certificate accepting deed; and two copies of a form letter relative to ownership.

You are instructed to disburse the proceeds of the two warrants to the sellers only after you have recorded a deed to the county and issued a policy of title insurance showing title to be in the county free and clear of all taxes, liens, encumbrances or defects of title excepting only items number 2 and 3 shown on the above-described preliminary report. The county will take subject to these two exceptions.

Taxes are to be prorated as of the date of close of escrow. There are to be no revenue stamps issued. The county will pay the cost of title insurance.

Would you please telephone me on the day this escrow closes, advising me of the recorder's serial number on the deed, so that the tax cancellation can be immediately processed without having to wait for the return of the recorded

COPY

Title Insurance & Trust Company
February 26, 1964
Page 2

deed. There are enclosed two form letters addressed to Frank Thomas, the County's property custodian. Would you mail one to him and the duplicate to the County's Right of Way Section in the Department of Public Works. They wish to be advised of the date title passes to the County.

Kindly send the recorded deed and title policy to me.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By
Richard S. Harrison
Deputy County Counsel

RSH:cw

cc: Department of Public Works
Right of Way Section

encl. - Warrant #316 (\$17,570)
Warrant #42 (\$143,680)
Agreement
Certificate Accepting Deed
Two property letters

RECEIVED
FEB 27 1964
COUNTY COUNSEL
RICHARD S. HARRISON
DEPUTY COUNTY COUNSEL

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reid Hillview Airport - 3511-32-12 & 13
Valley Title Co. - T.I. 247033

Dear Mr. Williams:

Attached are the following papers:

- Deed
- Certificate of Acceptance
- Rental Letter
-

Please process these papers in accordance
with standard procedure.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:GHM:o's

January 16, 1964

Mr. Frank E. Thomas
Property & Record Analyst
Department of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Dear Sir:

The property located at Cunningham Ave., San Jose,
is now vested in the County of Santa Clara.

This property is tenant occupied and the next
rental payment due to the County is payable on
Property is vacant land - no tenants.

This property is owner occupied and the next
rental payment due to the County is payable on
_____.

Very truly yours,

Escrow Officer

cc: Right of Way Department

MEMORANDUM

To: Don Hodge

From: Francis R. Sullivan

SUBJECT: Reid Hillview Airport

Date: November 18, 1963

General file

At your request we are offering comments and opinion as to the general value of land involved in the remaining parcels to be purchased for this project.

At the inception of the purchasing effort for these airport properties the County came into possession of two appraisal reports made for redevelopment purposes. Early purchases were made based on a basic land value in the \$6,000.00 - \$6,500.00 per acre range. This value range, in my opinion, represented value for those poorly developed parcels adjacent to the existing airport as of that point in time.

Subsequent to this time the County purchased the 15 acre parcel north of Cunningham that will be traded to the City of San Jose at the rate of \$8,000.00 per acre. This apparently set a new price plateau for this area as shortly thereafter a market sale was made to Garden View Homes at \$8,500.00 per acre nearby this 15 acre parcel. At about this same time, but without knowledge of the last mentioned sale, Harold Samuelson appraised the Gilmore property at \$8,000.00 per acre.

26

Based on the above, it is the opinion of this section that our basic acreage rate for this area should be \$8,500.00 per acre valued as though free and clear of all encumbrances. Parcels which are burdened with some special encumbrance which might affect their development should be treated separately by making whatever adjustments are deemed necessary to the above shown basic rate.

FBS:fm

MEMORANDUM

To: Don Hodge

From: Francis P. Sullivan

SUBJECT: Raid Hillview Airport

Date: November 13, 1963

General file

At your request we are offering comments and opinion as to the general value of land involved in the remaining parcels to be purchased for this project.

At the inception of the purchasing effort for these airport properties the County came into possession of two appraisal reports made for redevelopment purposes. Early purchases were made based on a basic land value in the \$6,000.00 - \$6,500.00 per acre range. This value range, in my opinion, represented value for those poorly developed parcels adjacent to the existing airport as of that point in time.

Subsequent to this time the County purchased the 15 acre parcel north of Cunningham that will be traded to the City of San Jose at the rate of \$8,000.00 per acre. This apparently set a new price plateau for this area as shortly thereafter a market sale was made to Garden View Homes at \$8,500.00 per acre nearby this 15 acre parcel. At about this same time, but without knowledge of the last mentioned sale, Harold Samuelson appraised the Gilmore property at \$3,000.00 per acre.

26

Based on the above, it is the opinion of this section that our basic acreage rate for this area should be \$8,500.00 per acre valued as though free and clear of all encumbrances. Parcels which are burdened with some special encumbrance which might affect their development should be treated separately by making whatever adjustments are deemed necessary to the above shown basic rate.

FBS:fm

2000 Oakland Road
San Jose, California
July 29, 1963

County of Santa Clara
Public Works Department
San Jose, California


Re: Parcel No.: 3511-32-3
Ocala and Swift Avenues
Street widening

Gentlemen:

Attached hereto please find executed Right of Entry.

It should be specifically understood that any property taken or utilized shall be compensated for, and that this right of entry only allows the governing body to go upon the property to make the described improvements.

Very truly yours,


GEORGE L. QUINN, President,
Topaz Builders, Inc.

Enclosure

Parcel No.: 3511-32-3
Ocala And Swift Avenues
Street widening

R I G H T O F E N T R Y

Date 8-13-63

Gentlemen:

Permission is hereby granted to enter upon our land, described as: See Exhibit "A" attached for the purpose of constructing or improving a street improvement and accomplishing all necessary incidents thereto.

This permission is granted on the understanding that you will hereafter, without unnecessary delay, negotiate with the undersigned, any other person, if any, having any right, title, or interest in said property, to agree upon terms of compensation, and that, if any agreement cannot be reached, you will promptly commence eminent domain proceedings to have such compensation determined.

This permission is granted in consideration of the location, improvement and construction of said public works and incidents thereto, which it is understood is required by the County of Santa Clara, and shall continue in effect pending negotiations, or until a reasonable time after you have been requested by the undersigned to commence eminent domain proceedings.

Very truly yours,

Nick Babare
NICK BABARE

Mary Pauline Babare
MARY PAULINE BABARE

Marie Babare Edwards
MARIE BABARE EDWARDS

George L. Quinn
GEORGE L. QUINN, President,
Topaz Builders, Inc.

Fred F. Menichetti
FRED F. MENICHETTI
Asst. Vice President
VALLEY TITLE COMPANY of
Santa Clara County, Inc.

RECOMMENDED FOR APPROVAL:

Thomas R. McCreedy
Right-of-way Agent

By Esteff
Engineer

S 49° 41' W

No Scale

45.2'

$\Delta = 63^{\circ} 30' 13''$
 $R = 1756.00'$

$\Delta = 83^{\circ} 35' 45''$
 $R = 20'$

90'

11

12

13

14

S 31° 50' E
1291'

1135.64'

CUNNINGHAM AVE

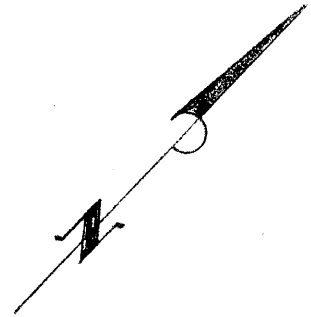
95'

50.30'

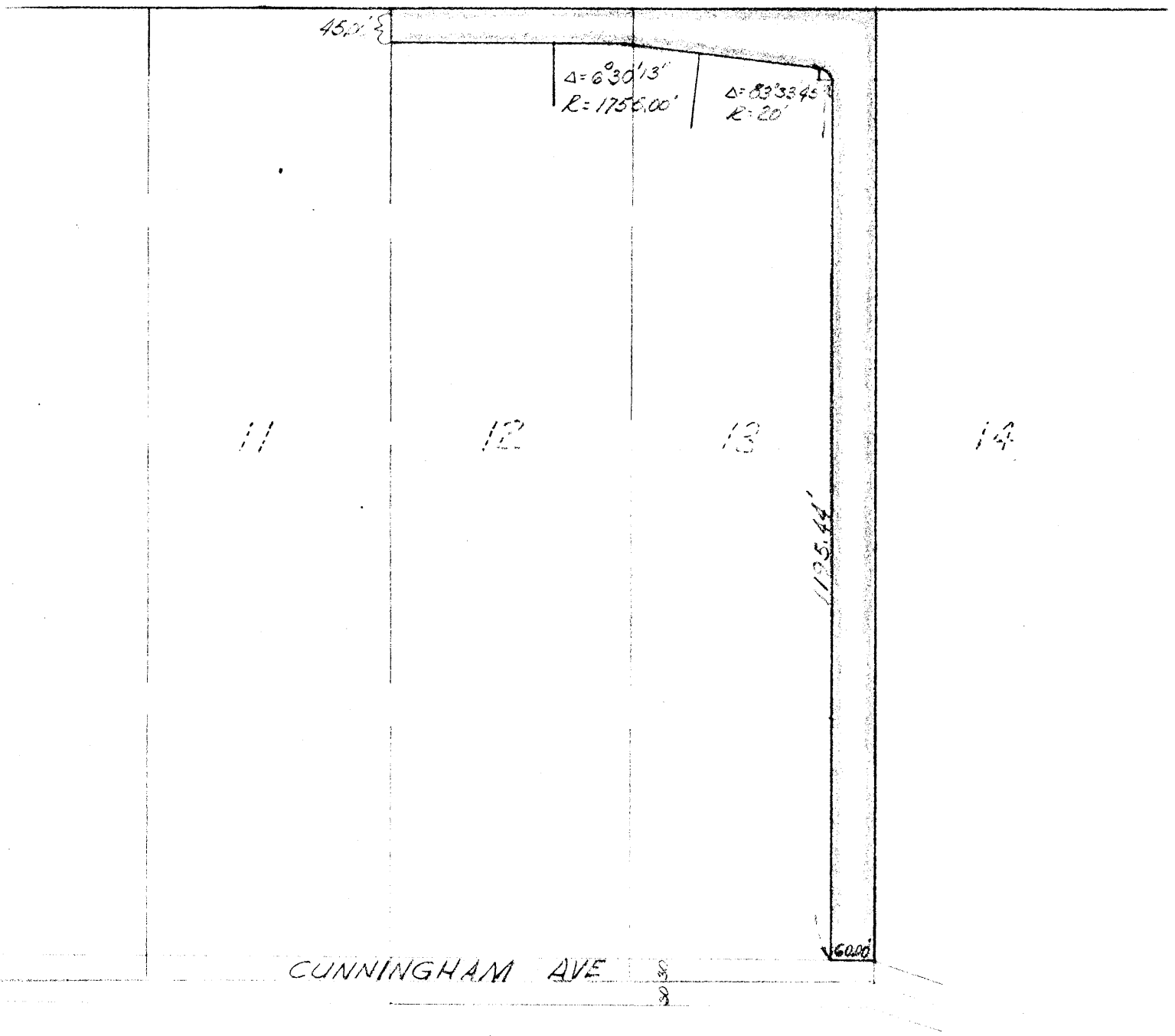
1600'

S 80° 16' E

This is not a survey of land but compiled from Official Records



No Scale



This is not a survey of land but compiled from Official Records

EXHIBIT "A"

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

Beginning at the Northwest corner of Lot 12 shown upon that certain map entitled, "Map of Subdivision of the Fillmore Tract", recorded February 14, 1888, in Book C of Maps, page 57, Santa Clara County Records; thence Easterly along the Northerly line of Lots 12 and 13 as shown on said map to the Northeast corner of Lot 13; thence Southerly along the Easterly line of Lot 13 to the Southeast Corner of Lot 13; thence Westerly along the Southerly line of Lot 13, being the Northerly right of way line of Cunningham Avenue (60 ft. wide) 60.00 feet; thence leaving said Southerly line of Lot 13 and proceeding Northerly along a line parallel to and 60.00 feet distant from the Easterly line of Lot 13 1195.44 feet more or less, to a point in a line tangent to a curve; thence Northerly along said curve to the left 29.17 feet, through an angle of $83^{\circ} 33' 45''$ with a radius of 20 feet, to a point in a line tangent to said curve; thence Westerly along said tangent 167.55 feet to a point in a line tangent to a curve; thence Westerly along said curve to the left 199.21 feet, through an angle of $6^{\circ} 30' 13''$ with a radius of 1755.00 feet; thence Westerly along a line parallel to and 45.00 feet distant from the Northerly line of Lot 12 as shown on said map to the Westerly line of Lot 12; thence Northerly along the Westerly line of Lot 12 to the point of beginning.

This parcel of land containing 2.510 Acres, more or less.

MEMORANDUM

To: Otis T. Calhoun

From: E. D. Hodge

SUBJECT: Reid Hillview - Relocation of
Cunningham Avenue via Ocala Avenue

Date: August 13, 1963

Attached hereto is a copy of the Right of Entry which will permit construction of Ocala Avenue on the property controlled by Topaz Builders.

E. D. HODGE

EDH: sp

Attachment

MEMORANDUM

To: Otis T. Calhoun, Asst. Direct.-Bldg.s **From:** E. D. Hodge, Chief R/W Agent

SUBJECT: Reid-Hillview Airport **Date:** July 25, 1963
P. G. & E. Easement

The Master Plan layout shows the P. G. & E. powerline easement remaining in its present location. In the event this utility easement is not to be relocated, service of summons on P. G. & E. will not be necessary.

Please advise this office if any change in plans occur that would necessitate relocation of the powerline easement so that P. G. & E. would then be served as Does.

EDH:TNM:o's

EDH

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
PHOENIX, ARIZONA
JUL 30 11 20 AM '63

RECEIVED
JUL 30 1963
DEPT. OF LEGAL COUNSEL
RECEIVED

WESTERN TITLE GUARANTY COMPANY
SANTA CLARA COUNTY DIVISION

70 NORTH SECOND ST.



CYPRESS 3-2430

SAN JOSE

CALIFORNIA

PALO ALTO OFFICE
636 RAMONA STREET
DAVENPORT 3-0051

VALLEY FAIR OFFICE
2858 STEVENS CREEK BLVD.
SAN JOSE 28.
CHERRY 1-6900

LOS ALTOS OFFICE
138 MAIN STREET
WHITECLIFF 8-1086

*Lopez acquired from
Barbara*

2/15/63 No stamps

*Barbara acquired from
V. Title 1961 no stamps*

*V T acquired from
Nakashima et al 1960 \$77⁰⁰*

*EPE to Nakashima
1959 \$72⁰⁵*

*65
650
7150*

Over Ninety Years of Title Service

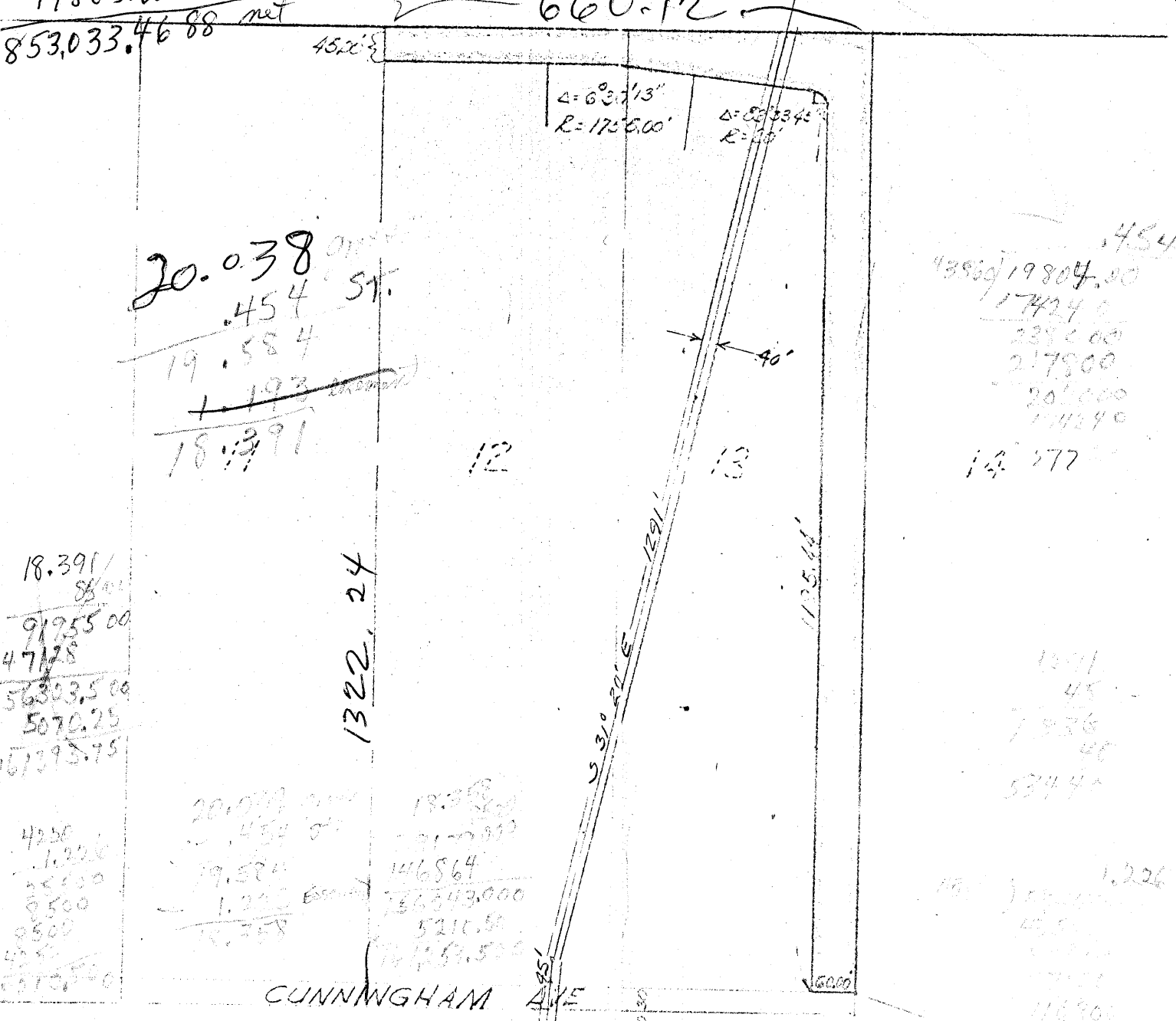
1322.24
 660.12
 2644.48
 1322.24
 793344
 793344
 872837.0688 gross
 19803.60 st.
 853033.4688 net

660.12
 30
 19803.60
 S49°41'W

CUNNINGHAM

No Scale

660.12



20.038
 .454 st.
 19.584
 1.193
 18.391

454
 19804.00
 17424.00
 2382.00
 217800
 205000
 14140
 14.277

18.391
 91955.00
 147128
 156303.500
 5070.25
 161393.75
 4250
 1.226
 22600
 8500
 28500
 4250
 207500

20.038
 .454 st.
 19.584
 1.226
 18.391
 18.391
 146864
 36543000
 5210.50
 161393.75

1251
 45
 7936
 40
 53440
 1.226
 116900
 4250
 207500

CUNNINGHAM AVE

This is not a survey of land but compiled from Official Records

Date: August 1, 1963

To: E. D. Hodge

From: Richard S. Harrison

MEMORANDUM

County of Santa Clara

Dept: Counsel

SUBJECT: County vs. Valley Title Co., et al.
Parcel Nos. 3511-32-12,13A and 3511-32-12,13B

Enclosed are copies of two separate resolutions to condemn ~~of~~ the Valley Title-Topaz Builders properties for road and airport purposes, to be put on the agenda of the Board of Supervisors by your department.

Richard S. Harrison

RSH:cw

FORM PD 14

COUNTY OF SANTA CLARA

Department of PUBLIC WORKS

JAMES B. ENDOHS - DIRECTOR OF PUBLIC WORKS

SANTA CLARA COUNTY OFFICE BLDG. •
20 W. ROSA STREET • SAN JOSE 10, CALIFORNIA

July 25, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reid Hillview Airport (Ocala Avenue)
Request for Condemnation Resolution - Pcl. No.
3511-32-12,13B

Dear Mr. Williams:

You are requested to secure a Condemnation Resolution and file suit on the above parcel. The following enclosures are for your assistance in preparation of the resolution and related documents.

1. Suit Data sheet (2 copies)
2. Right of Way Data sheet
3. Current title reports
4. Description (10 copies)
5. Key map (10 copies)
6. Parcel map (10 copies)

All utility relocations are to be handled by Engineering. There are no known off-record interests other than those shown on the suit data sheet.

- () Possession is not required at this time.
(X) Early possession is required. Please arrange for concurrent filing of Order of Possession.

In this action it appears that Service of Summons (and Order for Possession) on all fee owners will be a useful negotiating tool. Upon completion of filing of suit, please return a completed copy of the enclosed suit data sheet and sufficient copies of the Summons and Complaint (and Order for Possession) for the negotiating agent to make service on the fee owners.

The Master Plan layout shows the PG&E powerline easement remaining in its present location; therefore, it is believed

Mr. Spencer M. Williams

-2-

July 25, 1963

that it will not be necessary to serve PG&E.

This parcel is required for conventional road purposes, and should be condemned in fee along with Parcel No. 3511-32-12,13A.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:TM:mt

SUIT DATA SHEET

Project _____ W.O. No. 3511

County vs.: VALLEY TITLE Company of Santa Clara County, a corporation

S.C.C. No.: _____ Filed: _____

Parcel No.: 3511-32-12, 13 A

O.P. Filed: not applicable Effective: _____

DEPUTY
County Counsel: Gerald Thomason

	Name	Address	Interest	Date Served	O. P.
3511 - 32-12, 13 A Parcel No.	Valley Title Company of Santa Clara County, a corporation	38 North First St. San Jose	VESTEE		
McCready Agent	TOPAZ Builders, Inc.	2000 Old Oakland Road San Jose, Calif.	TRUSTOR		
Samuelson Appraiser	American Securities Company, a corporation	420 Montgomery St. San Francisco, Calif.	TRUSTEE		
not applicable Deposit	Wells Fargo Bank, a corporation	420 Montgomery Street San Francisco, Calif.	BENEFICIARY		

Parcel No.

Agent

Appraiser

Deposit

EXHIBIT "A"

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

All of Lots 12 and 13 as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book C of Maps, page 57.

EXCEPT that portion described as follows: Beginning at the Northwest corner of Lot 12 as shown on said map; thence Easterly along the Northerly line of Lots 12 and 13 to the Northeast corner of Lot 13; thence Southerly along the Easterly line of Lot 13 to the Southeast corner of Lot 13; thence Westerly along the Southerly line of Lot 13, being the Northerly right of way line of Cunningham Avenue (60 ft. wide) 60.00 feet; thence leaving said Southerly line of Lot 13 and proceeding Northerly along a line parallel to and 60.00 feet distant from the Easterly line of Lot 13 1195.44 feet more or less, to a point in a line tangent to a curve; thence Northerly along said curve to the left 29.17 feet, through an angle of $83^{\circ} 33' 45''$ with a radius of 20 feet, to a point in a line tangent to said curve; thence Westerly along said tangent 167.55 feet to a point in a line tangent to a curve; thence Westerly along said curve to the left 199.21 feet, through an angle of $6^{\circ} 30' 13''$ with a radius of 1755.00 feet; thence Westerly along a line parallel to and 45.00 feet distant from the Northerly line of Lot 12 as shown on said map to the Westerly line of Lot 12; thence Northerly along the Westerly line of Lot 12 to the point of beginning.

This parcel of land containing 17.490 acres, more or less.

MEMORANDUM

To: Myron Jose

From: E. D. Hodge

SUBJECT: Reid-Hillview Airport

Date: July 23, 1963

Valley Title Company Property

Attached is a copy of the preliminary title report on the 20 acres ± vested in Valley Title Company.

County Counsel advises that it will be necessary to request two condemnation resolutions on the property vested in Valley Title Company because of the dual purpose nature of the taking.

Last week you provided this office with a description for 2.510 acres required for road widening purposes needed for Ocala Avenue.

Please furnish a description for the remaining 17.5 acres ± that is needed for the Reid-Hillview Airport expansion.

It is hoped that we can submit our request for condemnation resolutions to County Counsel this week.

Please forward the description on the 17.5 acres ± at your earliest convenience.

EDH:TNM:o's

TRACT 11

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

Beginning at the Northwest corner of lot 12 shown up on this certain map entitled, "Map of subdivision of the Millerton Tract", recorded February 14, 1911, in book 1 of maps, page 57, Santa Clara County records; thence easterly along the Northern line of lots 11 and 12 as shown on said map to the Northeast corner of lot 1; thence northerly along the easterly line of lot 11 to the Northern corner of lot 1; thence westerly along the Southern line of lot 1, being the Northern right-of-way line of Washington Avenue (30 ft. wide); thence leaving said easterly line of lot 11 and proceeding easterly along a line parallel to and 60.00 feet distant from the easterly line of lot 12 to a point on said line, to a point in a line tangent to a curve; thence southerly along said curve to the left 12.17 feet, thence an angle of $13^{\circ} 21' 45''$ with a radius of 10 feet, to a point in a line tangent to said curve; thence southerly along said curve to a point in a line tangent to a curve; thence southerly along said curve to the left 12.17 feet, thence an angle of $13^{\circ} 21' 45''$ with a radius of 10 feet, to a point on said line; thence westerly along a line parallel to and 60.00 feet distant from the Northern line of lot 12 as shown on said map to the westerly line of lot 1; thence northerly along the southerly line of lot 12 to the point of beginning.

This parcel of land containing 0.510 acres, more or less.

EXHIBIT "A"

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

All of Lots 12 and 13 as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book C of Maps, page 57.

EXCEPT that portion described as follows: Beginning at the Northwest corner of Lot 12 as shown on said map; thence Easterly along the Northerly line of Lots 12 and 13 to the Northeast corner of Lot 13; thence Southerly along the Easterly line of Lot 13 to the Southeast corner of Lot 13; thence Westerly along the Southerly line of Lot 13, being the Northerly right of way line of Cunningham Avenue (60 ft. wide) 60.00 feet; thence leaving said Southerly line of Lot 13 and proceeding Northerly along a line parallel to and 60.00 feet distant from the Easterly line of Lot 13 1195.44 feet more or less, to a point in a line tangent to a curve; thence Northerly along said curve to the left 29.17 feet, through an angle of $83^{\circ} 33' 45''$ with a radius of 20 feet, to a point in a line tangent to said curve; thence Westerly along said tangent 167.55 feet to a point in a line tangent to a curve; thence Westerly along said curve to the left 199.21 feet, through an angle of $6^{\circ} 30' 13''$ with a radius of 1755.00 feet; thence Westerly along a line parallel to and 45.00 feet distant from the Northerly line of Lot 12 as shown on said map to the Westerly line of Lot 12; thence Northerly along the Westerly line of Lot 12 to the point of beginning.

This parcel of land containing 17.490 acres, more or less.

No Scale

45.00'

45.00'

9

10

11

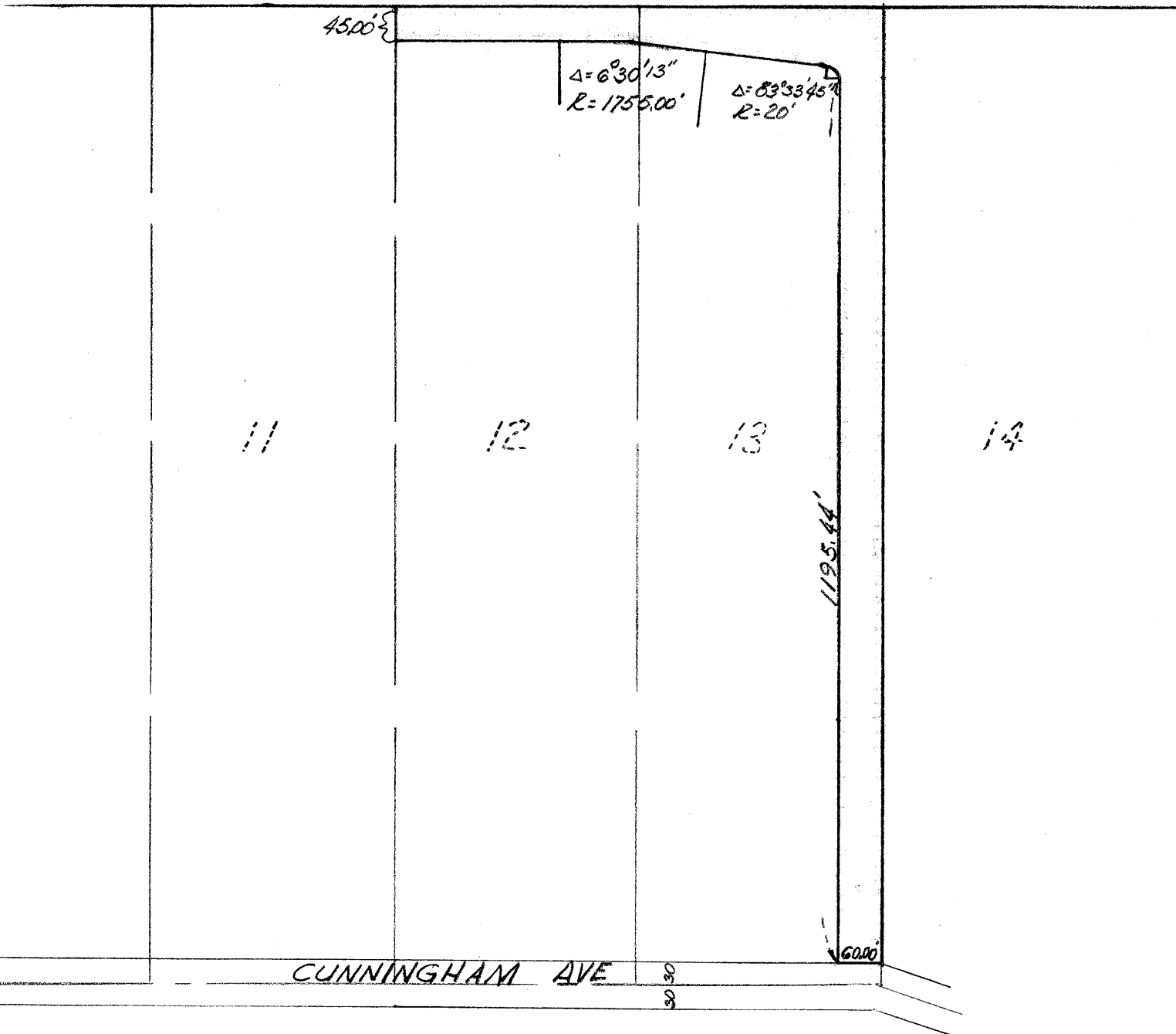
12

CUNNINGHAM AVE

05/20

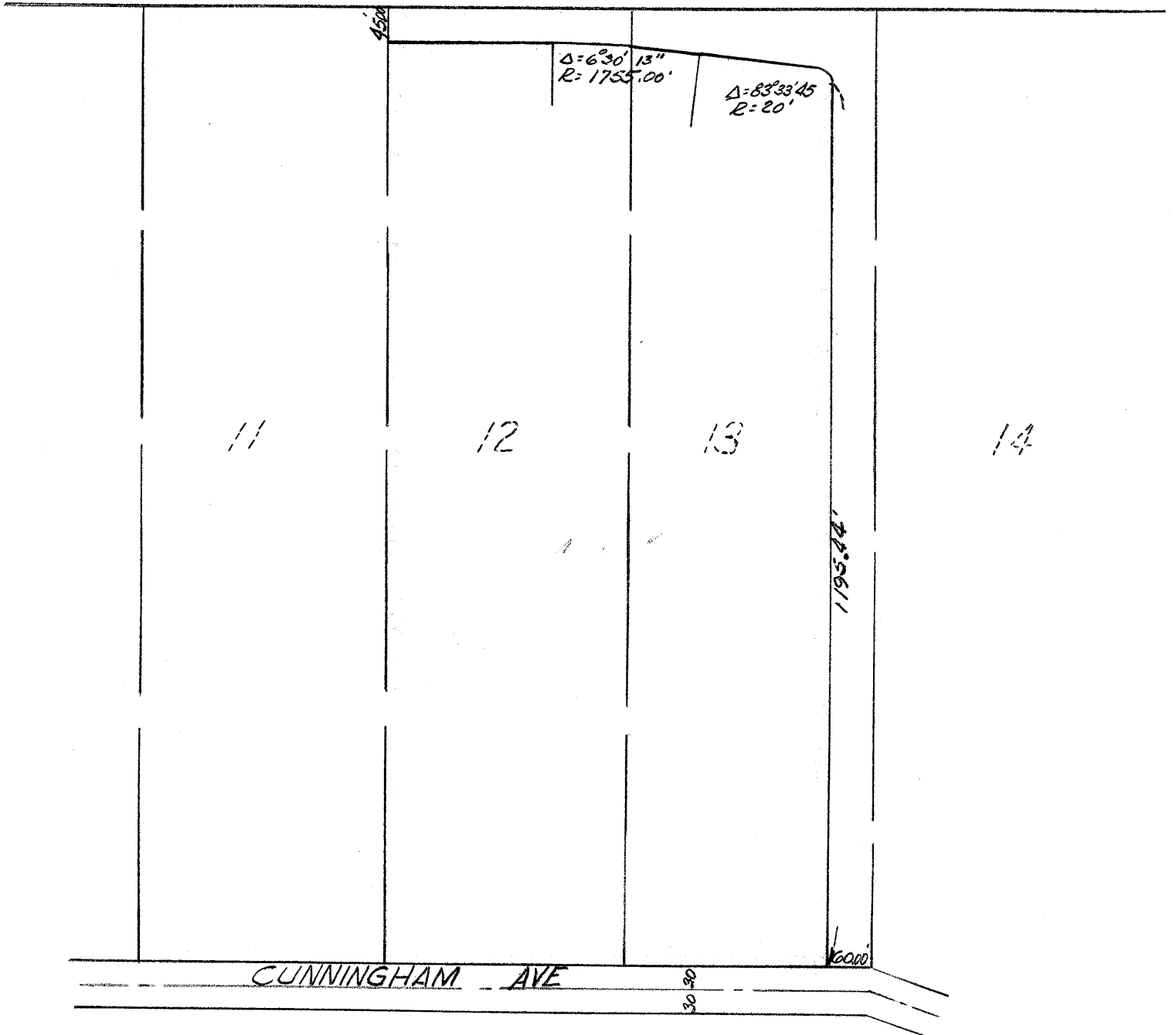
This is not a survey of land but compiled from Official Records

No Scale



This is not a survey of land but compiled from Official Records

No Scale



This is not a survey of land but compiled from Official Records



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 17, 1962

Fee: \$52.50

IMPORTANT

When replying refer to
Our No. **240578**

Hillview Airport

Your No.

Department of Public Works
20 West Rosa Street
San Jose, California

Attn: Mr. Besson

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m.

B.M. Blanchard
B.M. BLANCHARD Title Officer

Vestee: **SENOVIO R. MUNOZ,**
who acquired title as a widower

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Sale to the State of California on June 29, 1962 on account of non-payment of Second installment of County and City Taxes for the fiscal year 1961-62. Assessment Number 489-14-19. Code Number 43-77. The amount necessary to redeem this sale on or before September 28, 1962 according to estimate furnished by County Tax Collector is \$94.25.
- Third:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Avenue.
- Fourth:** Right of way for electric transmission line over Lot 39, herein referred to, as granted by Manuel C. Silva and May Silva, husband and wife, to Pacific Gas and Electric Company, a corporation, by Deed dated November 17, 1927 and recorded November 30, 1927 in Book 344 of Official Records, at page 228, and more particularly described as follows:

Beginning at a point in the Southeasterly boundary line of said Lot 39, (marked by a fence now upon the ground), from which a 2" x 3" stake marking the intersection of the Southeasterly boundary line of Lot 40, with the Southwesterly boundary line of Swift Avenue, as shown upon said Map, bears North 49° 47' East 88.0 feet distant, and running thence North 39° 20' West 800.0 feet, more or less, to a point in

the Northeasterly boundary line of said Lot 39.

Fifth: Right of way for electric transmission line over Lot 40 herein referred to, as granted by John Andrews and Marena Andrews, husband and wife, to Pacific Gas and Electric Company, a corporation, by Deed dated December 20, 1932 and recorded February 11, 1933 in Book 638 Official Records, at page 360, and more particularly described as follows, to-wit:

Beginning at a point in the Northwesterly boundary line of said Lot 40 (said boundary line being marked by the center line of Cunningham Avenue) from which the intersection of the Southwesterly boundary line of said Lot 40 with the Southeasterly boundary line of Cunningham Avenue, (said intersection being marked by the intersection of fences now upon the ground), bears South 7° 39' East 35.7 feet distant, and running thence South 39° 20' East 1300 feet, more or less, to a point in the Southwesterly boundary line of said Lot 40.

Sixth: Right of way for electric and telephone transmission line over the Northeasterly 6 feet of Lot 40 herein referred to, as granted by Anton J. Bondesen, et ux, to Pacific Gas and Electric Company, and The Pacific Telephone and Telegraph Company, California corporations, by Deed dated August 23, 1946 and recorded October 23, 1946 in Book 1384 Official Records, page 270, reference to the record thereof is hereby made for further particulars.

Seventh: Deed of Trust by Evelyn G. Herring, to San Jose Abstract & Title Co., a corporation, as Trustee, to secure the payment to Frank Cabera and Anita Cabera, his wife, as joint tenants, of \$9,500.00 and additional advances, dated May 27, 1957 and recorded May 28, 1957 in Book 3808 Official Records, page 327. (Recorder's Serial Number 1344339)

Western Title Guaranty Company, Santa Clara County Division, formerly San Jose Abstract & Title Co., is now Trustee of record under the above Deed of Trust.

Request that copies of Notices of Default and Notices of Sale under said Deed of Trust be mailed to Millard J. Schaefer at 678 Lucot Way, Campbell, California, was recorded July 22, 1957 in Book 3849 Official Records, page 211.

Request that copies of Notices of Default and Notices of Sale under said Deed of Trust be mailed to Mrs. Eleanore M. Schaefer at 3501 Pruneridge Avenue, Santa Clara, California, was recorded May 4, 1961 in Book 5157 Official Records, page 187.

Eighth: Deed of Trust by Senovio R. Munoz, a widower, to City Title Insurance Company, a California corporation, as Trustee, to secure the payment to Eleanore M. Schaefer, a married woman, of

\$2,500.00 and additional advances, dated April 21, 1961 and recorded May 4, 1961 in Book 5157 Official Records, page 188. (Recorder's Serial Number 1992596)

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose as to Taxes, Assessments and/or Bonds.

Note 2: First installment of County and City Taxes for the fiscal year 1961-62 has been paid. Assessment Number 489-14-19. Code Number 43-77.

Amount of Tax \$84.18

The above installment includes \$8.77 personal property tax.

Note 3: The above Vestee acquired title to premises by Deed from Leandro Hernandez and Corine R. Hernandez, his wife, dated April 28, 1961 and recorded May 4, 1961 in Book 5157 Official Records, page 186, (Recorder's Serial Number 1992594) and to which Deed there were affixed Revenue Stamps in the sum of \$4.40.

Note 4: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value Real Estate	\$760.00
Assessed value Improvement	1,020.00
Assessed value Personal Property	100.00

• The Address of the above Vestee as disclosed by the County

Tax Rolls for the fiscal year 1961-62 is 157 So. Capitol,
San Jose, California.

DESCRIPTION

For Description of the real property referred to herein, see
EXHIBIT A, attached hereto and made a part hereof.

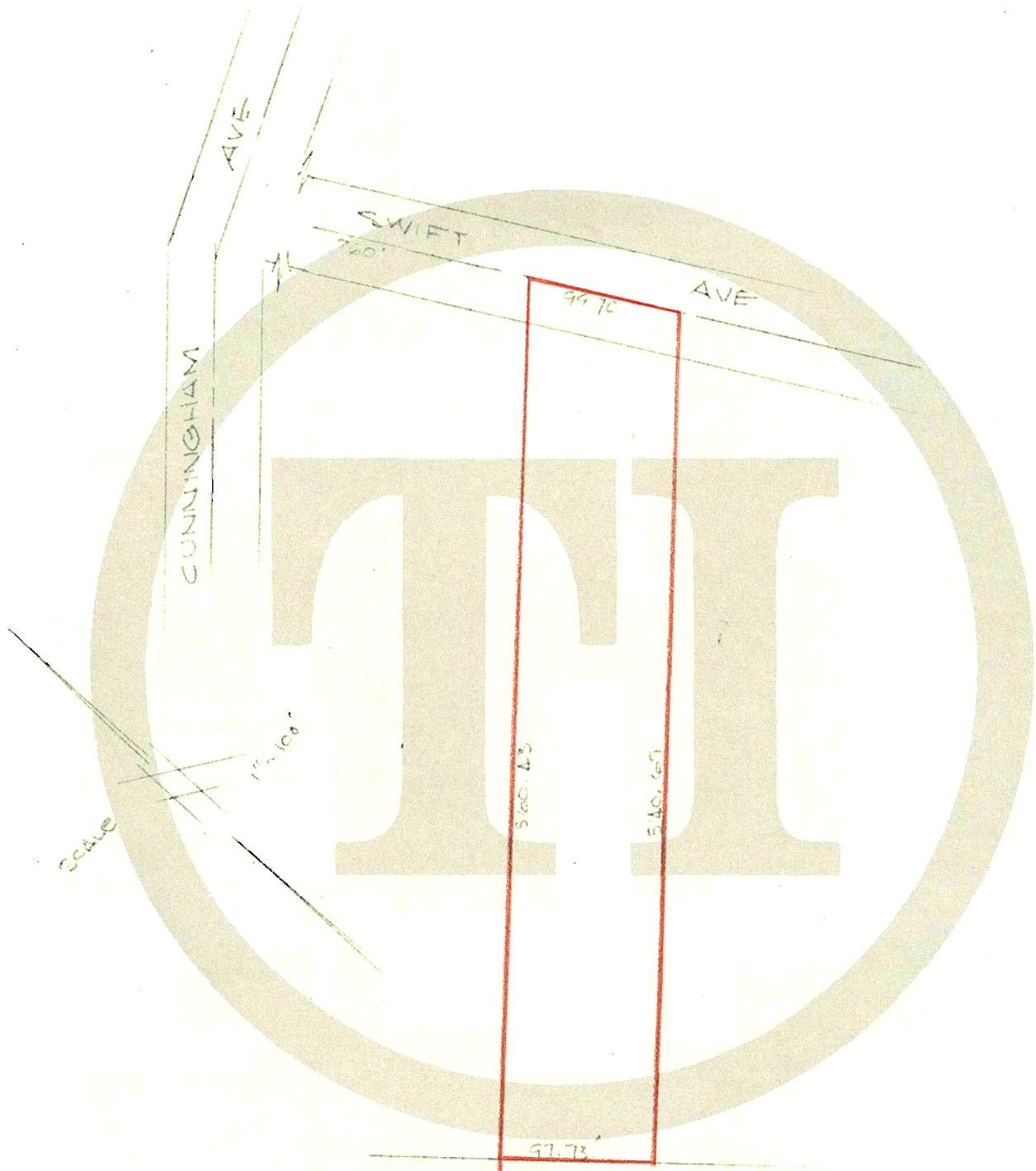
ET:ke

5 copies to Department of Public Works

EXHIBIT A

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

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide distant thereon South 28°44' East 760.00 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue South 28°44' East 99.70 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown upon said Map South 49°51' West 540.69 feet to the Southwesterly line of said Lot 39; thence along said line of Lot 39, North 40°09' West 97.73 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40 North 49°51' East 560.43 feet to the point of beginning, containing 1.17 acres of land, more or less, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40 as laid down, designated and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, at page 57.



FILMORE TRACT C-MAP-57



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

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid Hillview Parcel No.: 14-19
 Grantor: Munoz, Senovio Telephone: _____ Entire Area: _____
 Property Address: Swift Lane 760' S.E. Cunningham 50,950 sq. ft. or 1.168 ac
 Mailing Address: 157 S. Capitol Ave., S.J. Part Required: _____
 Jurisdiction: City of San Jose 50,950 sq. ft. or 1.168 ac
 Remainder: None None ac

Unit Land Cost: 0.172 Budget Appraisal O.I.P.
 Sq. Ft.: \$ 0.172 196__ 196 2 Deposit Settlement
 Acre: \$ 7,500
 Land Acquired: \$8,760 \$8,760
 Sq. Ft.: 50,950
 Acre: 1.168

Improvements: 3,740 3,740

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$12,500 \$12,500

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: _____
 Balance after this Acquisition: _____ % Obligated to Date: _____
 Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
- 4.x Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
- 7.x Continued Occupancy
8. Settlement Justification
9. xTitle Exceptions
- 10.
- 11.
- 12.

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
Two substandard residences - stucco exterior			
a) 4	1020	15	Poor
b) 3	543	15	Poor

County to take possession 60 days after close of escrow. \$100.00 withheld to insure performance.

ITEM #9 - TITLE EXCEPTIONS

- Clear:
1. Taxes
 2. Delinquent taxes
 7. Deed of Trust
 8. Deed of Trust

County take subject to:

3. Road R/W
4. Electric Trns. Line R/W
5. Electric Trans. Line R/W
6. Electric & telephone trans. line R/W

AGENDA

DATE 4-8-63
 ITEM NO. 21 a
 ENC. NO. 18
 BOARD ACTION OK'd

Title Co.: Title Insurance
 #240578 Date: Aug. 27, 1962
 Grantor Acquired Date: Apr. 28, 1961
 I.R.S. \$4.40
 Appraised by: Staff
 Date: 1-63
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: _____
 O.I.P. : _____
 Agreements: Attachment
 Resolutions: _____
 Deeds: In R/W file Maps: _____
 Negotiating Agent: Doyle
 Dep. County Counsel: _____

[Signature]
 Approval
 To County Counsel 5/9/63
 Agenda: Item# 18
4/8/63

Adopted resolution of intention to purchase EW

RIGHT OF WAY DATA SHEET

Valley Title Company of
 Grantor: Santa Clara County Project: Reid Hillview Airp. Parcel No.: 3511-32-12 & 13
 Property Address Cunningham Ave. at Swift Lane Entire Area:
 Mailing Address: 38 North First Street, San Jose N. A. sq. ft. 20.038 ac
 Telephone: CY 2-7150 Part Required:
 Jurisdiction: San Jose All sq. ft. _____ ac
 Remainder:
None sq. ft. _____ ac

Unit Land Cost: Appraisal O.P. Settlement
 Sq. Ft.: \$ 0.19 19 63 Deposit _____
 Acre: \$ 8,500.00 Deposit as shown \$161,250.00
 See Item #7- 0.454 ac. in street \$161,250.00 covered road
 Improvements: 1.226 ac. in easement requirement only.
 Damages: 18.358 ac. in fee
 Benefits: 20.038 ac. gross
 Other Consideration

Total Consideration: \$161,250.00 \$17,570.00 \$161,250.00
 Cash to Grantor: \$161,250.00

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Continued Occupancy
7. Settlement Justification
8. Title Exceptions
9. Note to County Counsel

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
No Improvements			
ITEM #7 - SETTLEMENT JUSTIFICATION			
No value was ascribed to the 0.454 ac. in Cunningham Avenue. One-half fee value was ascribed to the 1.226 ac. in P. G. & E. tower line easement.			
ITEM #8 - TITLE EXCEPTIONS			
Clear:			
1. Taxes prorated close of escrow			
4. Trust deed			
Subject to:			
2. Public rights in Cunningham Ave.			
3. P. G. & E. easement			
ITEM #9 - NOTE TO COUNTY COUNSEL			
Per earlier discussions with Deputy County Counsel R. Harrison, we understand this can be submitted directly to the Board for approval pursuant to provisions of Government Code Section 25350 since an action in eminent domain is pending thereon.			

Title Co.: Title Insurance & Trust
 No.: 247033 Date: 7-1-63
 Grantor Acquired: 7-15-63
 I.R.S. \$ None
 Appraised by: F. B. Sullivan
 Date: November, 1963
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: Sept. 16, 1963
 O.P.: As to road parcel
 Agreements: Attached
 Resolutions: _____
 Deeds: To Record Maps: Display
 R/W Agent: Justin F. Mitchell
 Dep. Co. Counsel: R. Harrison

Approval
 To County Counsel:
 Agenda : 2/3 Item # _____
 382 (Replaces RC-11)

REQUEST FOR CONDEMNATION RESOLUTION
RIGHT OF WAY OR PROPERTY DATA SHEET

S.D.# 2

12,13A

To: _____ Project: Reid-Hillview Airport Parcel No. 3511-32-
 Grantor: Valley Title Company Telephone: CY 2-7150 Entire Area: 761,864 sq. ft.
 Property Address: On N. side of Cunningham opp. Swift Avenue sq. ft. or 17.490 ac
 Mailing Address: 38 North First St., San Jose Part Required:
 Jurisdiction: San Jose Remainder: All sq. ft. or All ac
 (See Parcel 3511-32-13B ac
 12

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>0.15</u>	196	196	Deposit	Settlement
Acre: \$ _____				
Land Acquired: <u>7,000</u>				
Sq. Ft.: <u>761,864</u>		\$122,430		
Acre: <u>17.490</u>				
Improvements: <u>OLD RANCH BUILDINGS</u>		2,000		
		<u>Interim Value</u>		
Severance:				
Benefits:				
Other Consideration:				

Total Consideration - Offset by Benefits: \$124,430

Project Budget Data

Total Authorized:	Cash Payment in this Contract:
Balance after this Acquisition:	% Obligated to Date:
Current Indicated Budget Status - Budget Excess:	Budget Deficit:

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
- 10.
- 11.
- 12.

Description of Improvement Acquired

No. of	Area		
<u>Rooms</u>	<u>Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>

This parcel is needed for airport purposes.

The owners want \$8,500 per acre and because of the P.G.&E. easement, it has been appraised for less.

A request for condemnation resolution is being submitted for road purposes, simultaneously on the remaining property. The two parcels comprise a full take of the entire acreage. The two parcels combined total 20 acres.

The parcel number of the property needed for road purposes is 3511-32-12,13A.

Title Co.: Title Ins. & Trust Co.
 # 247033 Date: 7-1-63
 Grantor Acquired Date: 7-7-63
 I.R.S. None
 Appraised by: Samuelson
 Date: February 1963
 Type of Title: Fee
 Zoning: Unclassified
 Access Rights: _____
 Suit Filed: _____
 O.I.P. : _____
 Agreements: _____
 Resolutions: _____
 Deeds: _____ Maps: _____
 Negotiating Agent: McCreedy
 Dep. County Counsel: Thompson

[Signature]
Approval

To County Counsel:
Agenda: 8/19/63 Item#

REQUEST FOR CONDEMNATION RESOLUTION
RIGHT OF WAY OR PROPERTY DATA SHEET

S.D. # 2

Reid-Hillview Airport

12,13B

To: _____ Project: (Ocala Avenue) Parcel No.: 3511-32
 Grantor: Valley Title Company Telephone: CY 2-7150 Entire Area: 109,336 sq ft
 Property Address: On N. Side of Cunningham opp. 109,336 sq. ft. or 2,510 ac
 Mailing Address: 38 N. First St., San Jose Part Required: _____
 Jurisdiction: San Jose _____ All sq. ft. or All ac
 Remainder: (See Parcel 3511-32-12,13A) ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>0.15</u>	196	196	Deposit	Settlement
Acre: \$ <u>7,000</u>		<u>3</u>		
Land Acquired:				
Sq. Ft.: <u>109,336</u>				
Acre: <u>2,510</u>		\$17,570	\$17,570	

Improvements: _____
 Severance: _____
 Benefits: _____
 Other Consideration: _____

Total Consideration - Offset by Benefits: \$17,570 \$17,570

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: _____
 Balance after this Acquisition: _____ % Obligated to Date: _____
 Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
10. _____
11. _____
12. _____

Description of Improvement Acquired

No. of	Area		
<u>Rooms</u>	<u>Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>

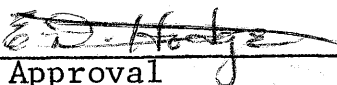
This parcel is needed for road purposes and an order for possession is now necessary for construction requirements of Ocala Ave. The owners want \$8,500 per acre, and because of the P.G. & E. easement, it has been appraised for less.

A request for condemnation resolution is being submitted for airport purposes simultaneously on the remaining property.

The two parcels comprise a full take of the entire acreage. The two parcels combined total 20 acres.

The parcel number of the property needed for airport purposes is 3511-32-12,13A.

Title Co.: Title Ins. & Trust Co.
 # 247033 Date: 7-1-63
 Grantor Acquired Date: 7-7-63
 I.R.S. None
 Appraised by: Samuelson
 Date: Feb. 1963
 Type of Title: Fee
 Zoning: unclassified
 Access Rights: _____
 Suit Filed: _____
 O.I.P. : Please Prepare OIP on 3511-32-12,13B
 Agreements: _____
 Resolutions: _____
 Deeds: _____ Maps: _____
 Negotiating Agent: McCready
 Dep. County Counsel: Thompson


Approval

To County Counsel:
 Agenda: 8/19/63 Item#



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: January 22, 1964

FOR: BOARD OF SUPERVISORS AGENDA OF February 3, 1964

FROM: Hodge, Right of Way Division, Public Works

TITLE: Agreement for Purchase of Real Property Required for Reid Hillview Airport

DESCRIPTION:

Parcel 3511-32-12 & 13

Valley Title Company of Santa Clara County (Topaz Builders); \$161,250.00; located on the northwesterly side of Cunningham Avenue westerly of Swift Lane in San Jose. This involves 20.038 acres of vacant land. Value is ascribed as follows:

- 18.358 ac. unencumbered fee value @ \$8,500.00 per ac
- 0.454 ac. in street - no value
- 1.226 ac. in P. G. & E. tower line easement - 1/2 fee value

Zoning R-1

APPROVED:

JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: 2-3-64

ITEM NO: 7d

BOARD ACTION Auth.

RIGHT OF WAY DATA SHEET

Valley Title Company of
 Grantor: Santa Clara County Project: Reid Hillview Airp. Parcel No.: 3511-32-12 & 13
 Property Address Cunningham Ave. at Swift Lane Entire Area:
 Mailing Address: 38 North First Street, San Jose N. A. sq. ft. 20.038 ac
 Telephone: CY 2-7150 Part Required:
 Jurisdiction: San Jose All sq. ft. _____ ac
 Remainder:
 None sq. ft. _____ ac

Unit Land Cost:	Appraisal	O.P. Deposit	Settlement
Sq. Ft.: \$ <u>0.19</u>	<u>19 63</u>		
Acre: \$ <u>8,500.00</u>			
See Item #7- <u>0.454 ac. in street</u>	<u>\$161,250.00</u>	Deposit as shown <u>\$161,250.00</u>	
Improvements: <u>1.226 ac. in easement</u>		covered road	
Damages: <u>18.358 ac. in fee</u>		requirement only.	
Benefits: <u>20.038 ac. gross</u>			
Other Consideration			
Total Consideration:	<u>\$161,250.00</u>	<u>\$17,570.00</u>	<u>\$161,250.00</u>
		Cash to Grantor:	<u>\$161,250.00</u>

1. Removal of Imps. by Grantor
 2. Const. Contract Items
 3. Rentals
 4. Withheld Funds
 5. Excess Lands
 6. Continued Occupancy
 - 7.* Settlement Justification
 - 8.* Title Exceptions
 - 9.* Note to County Counsel
- Title Co.: Title Insurance & Trust
 No.: 247033 Date: 7-1-63
 Grantor Acquired: 2-15-63
 I.R.S. \$ None
 Appraised by: F. B. Sullivan
 Date: November, 1963
 Type of Title: Fee
 Zoning: R-1
 Access Rights: --
 Suit Filed: Sept. 16, 1963
 O.P.: As to road parcel
 Agreements: Attached
 Resolutions: _____
 Deeds: To Escrow Maps: Display
 R/W Agent: Justin F. Mitchell
 Dep. Co. Counsel: R. Harrison

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
No Improvements			
ITEM #7 - SETTLEMENT JUSTIFICATION			
No value was ascribed to the 0.454 ac. in Cunningham Avenue. One-half fee value was ascribed to the 1.226 ac. in P. G. & E. tower line easement.			
ITEM #8 - TITLE EXCEPTIONS			
Clear:			
1. Taxes prorated close of escrow			
4. Trust deed			
Subject to:			
2. Public rights in Cunningham Ave.			
3. P. G. & E. easement			
ITEM #9 - NOTE TO COUNTY COUNSEL			
Per earlier discussions with Deputy County Counsel R. Harrison, we understand this can be submitted directly to the Board for approval pursuant to provisions of Government Code Section 25350 since an action in eminent domain is pending thereon.			

E. D. [Signature]
 Approval
 To County Counsel:
 Agenda : 2/3 Item #

o's

Board of Supervisors _____
County Counsel _____
Owner _____
Title Company _____
Controller _____
Public Works /

S. D. No. 2
Project: Reid Hillview Airport
Parcel No.: 3811-12-12,-13
Grantor: Valley Title Company of Santa Clara

AGREEMENT FOR PURCHASE OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Valley Title Company of Santa Clara, 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 One Hundred Sixty One Thousand Two Hundred Fifty ^{Dollars} (\$ 161,250.00).

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 exceptions 2 and 3 of Title Insurance & Trust Company preliminary report No. 247033 dated July 1, 1963.

and agrees that said deed will be deposited with the _____ Title Insurance ^{& Trust} Company in escrow account number 247033 not later than 20 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. Said escrow costs shall not, however, include usual and customary reconveyance fees, trustee's fees, forwarding fees, or penalty (if any) for payment in full in advance of maturity 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.

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 possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have ^{Forty FIVE} ~~sixty~~ (45) 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 ~~approval of this Agreement by County.~~ ~~the close of escrow, and where applicable, all rents shall be prorated as of the close of escrow.~~

11. Lease Warranty

The Owner warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Owner further agrees to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of the Owner's for a period exceeding one month.

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 _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this 15 day of JAN,
19 64.

Valley Title Company of Santa Clara,
a corporation

By S/ Terrold S. Engle
Assit Secretary Seal

By _____
Owner

Address 31 N. First Street
San Jose, California

APPROVED AS TO FORM:

SPENCER M. WILLIAMS, County Counsel

By William S. Harrison
Deputy County Counsel

4-5-63

DESCRIPTION

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

ALL OF LOTS 12 and 13 as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book C of Maps, page 57.

EXHIBIT "A"

Board of Supervisors _____
County Counsel _____
Owner _____
Title Company _____
Controller _____
Public Works _____

S. D. No. 2

Project: Red Hillview Airport

Parcel No.: 3511-12-12,-13

Grantor: Valley Title Company of Santa Clara

AGREEMENT FOR PURCHASE OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Valley Title Company of Santa Clara, 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 One Hundred Sixty One Thousand Two Hundred Fifty/ ^{Dollars} (\$ 161,250.00).

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 exceptions 2 and 3 of Title Insurance & Trust Company preliminary report No. 247033 dated July 1, 1962.

and agrees that said deed will be deposited with the Title Insurance & Trust Company in escrow account number 247033 not later than 20 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. Said escrow costs shall not, however, include usual and customary reconveyance fees, trustee's fees, forwarding fees, or penalty (if any) for payment in full in advance of maturity 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.

Spencer R. W. [Signature]

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 possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall have sixty ⁽¹⁵⁾~~(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 ~~approval of this Agreement by County.~~ real property upon the close of escrow, and where applicable, all ~~rents shall be prorated as of the close of escrow.~~ rents shall be prorated as of the close of escrow.

11. Lease Warranty

The Owner warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Owner further agrees to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of the Owner's for a period exceeding one month.

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 _____, 19_____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this ____ day of _____,
19_____.

Valley Title Company of Santa Clara,
a corporation

By _____

By _____
Owner

Address 33 N. First Street
San Jose, California

APPROVED AS TO FORM:

SPENCER M. WILLIAMS, County Counsel

By _____
Deputy County Counsel

4-5-63

BOOK 0332 PAGE 358

STATE OF CALIFORNIA
County of Santa Clara
this 24th day of October
Edna Evans

at Phillip J. Cronin in the year one thousand nine hundred and sixty-three, before me
a Notary Public, State of California, duly commissioned and sworn, personally appeared
Phillip J. Cronin is subscribed to the within instrument
known to me to be the person whose name
or names therein, thereon, who, being by me duly sworn
deposed and said: that he resides in the County of
Santa Clara, State of California
that he is present and seen Nicholas A. Di Salvo
and Frances Di Salvo
(personally known to him to be the person described in, and who executed the said
within instrument as parties parties
parties duly acknowledged in the presence of
said affiant, that they executed the same and that he, the said affiant,
thereupon, and at the request of said parties parties thereon,
subscribed his name as a witness therein
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.



Edna Evans
Notary Public, State of California
January 19, 1966
My Commission Expires

Form No. 48 (Adopted January 1, 1955)
C. C. Secs. 1193-1197, C. C. P. Sec. 1925

2547913 JAN 364

EXHIBIT A

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

PARCEL ONE

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 859.70 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said center line of Swift Avenue, South 22° 44' East 103.73 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown upon the Map hereinafter referred to, South 49° 51' West 520.15 feet to the Southwesterly line of said Lot 39; thence along said Southwesterly line of said Lot 39, North 40° 09' West 101.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North 49° 51' East 540.69 feet to the point of beginning. Containing approximately 1.16 acres of land, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

PARCEL TWO

BEGINNING at a point in the center line of Swift Avenue, distant thereon South 28° 44' East 963.43 feet from the point of intersection of said center line with the center line of Cunningham Avenue, as shown on the Map hereinafter referred to; thence from said point of beginning along said center line of Swift Avenue, South 22° 44' East 92.51 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown on said Map, South 49° 51' West 501.94 feet to the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North 40° 09' West 90.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North 49° 51' East 520.15 feet to the point of beginning, and being portions of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

PARCEL THREE

BEGINNING at a point in the center line of Swift Avenue, 60 feet

2547913 JAN 364

wide, distant thereon South $20^{\circ} 44'$ East 1055.94 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue, South $28^{\circ} 44'$ East 281.44 feet to the most Easterly corner of Lot 40, as shown on said Map; thence along the Southeasterly lines of Lots 40 and 39 as shown on said Map, South $49^{\circ} 51'$ West 443.17 feet to the most Southerly corner of said Lot 39; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 275.88 feet to the point which bears South $49^{\circ} 51'$ West and parallel with said Southeasterly lines of Lots 40 and 39, 501.84 feet from the point of beginning; thence parallel with said Southeasterly lines of Lots 39 and 40, North $49^{\circ} 51'$ East 501.84 feet to the point of beginning. Containing approximately 3.00 acres, and being a portion of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

ALSO BEING a portion of the property shown upon the Map of Record of Survey filed for record in the office of the Recorder of the County of Santa Clara, State of California, on October 27, 1947 in Book 16 of Maps, at page 6.

2547913 JUN 364

188-14-20
189-14-21
188-14-22

240587 - WEB

2547913

REID HILLVIEW AIRPORT
D18alvo
3511-14 - 20, 21, 22
T.I. 240587

BOOK 6332 PAGE 356

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 6th day of December, 1962.

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

2547913

JRK:mab
Revision of 1/4/62

2547913 JAN 364

RIGHT OF WAY DATA SHEET

3511-

Grantor: Nicholas Di Salvo, et ux Project: Reid Hillview Air. Parcel No.: 14,20,21,22

Property Address W. side Swift Lane, E. side Airport Entire Area:

Mailing Address: 1336 Duke Way, San Jose 216,720 sq. ft. 4.9752+ ac

Telephone: 264-1749 Part Required:

Jurisdiction: San Jose 216,720 sq. ft. 4.9752+ ac

Remainder:
sq. ft. None ac

Unit Land Cost:	Samuelson Appraisal	O.P. Deposit	Settlement
Sq. Ft.: \$ <u>0.16+</u>	<u>1962</u>		
Acre: \$ <u>7,000.00</u>	<u>\$35,000.00</u>		<u>\$35,000.00</u>
(See below)			

Improvements: None

Damages:

Benefits:

Other Consideration

AGENDA

DATE 11-25-63

ITEM NO. 34

ENC. NO. 33

BOARD Adopted
Comm. purchase

Total Consideration: \$35,000.00

Cash to Grantor: \$35,000.00

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals *
4. Withheld Funds
5. Excess Lands
6. Continued Occupancy
7. Settlement Justification*
8. Title Exceptions *
- 9.

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
--------------	--------------	-----	-----------

ITEM #3 - RENTALS

Vacant land, no rental involved

ITEM #7 - SETTLEMENT JUSTIFICATION

This settlement is essentially \$7,000 per acre for 5 acres. Actually the acreage is slightly below the even 5 acres, therefore, the acreage rate divides out to \$7,034.89±.

Appraisal by Clevenger	\$37,350
Appraisal by Samuelson	35,000
Staff concurs in Samuelson's valuation of	
\$35,000.00	

AGENDA

ITEM #9 - TITLE EXCEPTIONS 11-1-63

Clear:	ITEM NO. <u>10</u>
1. Taxes	ENC. NO. <u>14</u>
6. Deed of Trust	BOARD ACTION <u>OK</u>

Note 1 on page 3 of title report dated 10-22-63

Take subject to:

2. Road R/W Purchase to be consummated 11-25-63
3. P. G. & E. R/W
4. P. G. & E. R/W
5. P. T. & T. R/W

Title Co.: Title Insurance & Trust
 No.: 240587 Date: 8-27-62
 Grantor Acquired: Sept. 20, 1960
 I.R.S. \$ 18.70
 Appraised by: Clevenger, Samuelson
 Date: Nov. 61 Jan. 62
 Type of Title: Fee
 Zoning: R-1
 Access Rights: --
 Suit Filed: 8-26-63
 O.P.: None

Agreements: --
 Resolutions: Intention of Consummate
 Deeds: R/W file Maps:
 R/W Agent: Philip J. Cronin
 Dep. Co. Counsel: Harrison

S. D. Hoyle
 Approval
 To County Counsel:
 Agenda: 11/4/63 Item #

EDH
OFFICE OF THE COUNTY COUNSEL

COUNTY OF SANTA CLARA

Date: **March 30, 1964**

TO: Clerk of Board of Supervisors

FROM: County Counsel

SUBJECT: Property Acquisition

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

Project: **Reid-Hillview Airport**

Parcel No.: **2511-14-20**

Grantor: **Nicholas A. DiSalvo, et ux.**

Deed Recorded: Date: **1-3-64**
Book: **6332**
Page: **356**

Tax cancellation forms have been forwarded to Assessor's Office (3-30-64).

SPENCER M. WILLIAMS
County Counsel

By **Richard S. Harrison**
Deputy County Counsel

CW
Copies:

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

January 13, 1964

Mr. C. J. MacPherson
Business Manager
Department of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Subject: Reid-Hillview Airport
Parcel No. 3511-14-20,21,22
DiSalvo

Dear Mr. MacPherson:

The following information pertains to the above parcel.

- Deed to County recorded on January 3, 1964.
- Property vacated pursuant to Order for Possession.
- Keys to be delivered to Business Management pursuant to agreement.
- Keys attached.
- ~~Construction requires clearance of all improvements~~
 Vacant Land.
- Property may be rented until approximately _____

Your attention is called to the Right of Way Data Sheet for property address, description of improvements purchased and other pertinent data relative to occupancy.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

JAMES H. WHITCOMB

EDH:JHW:

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

December 9, 1963

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Title Insurance & Trust Company
66 North First Street
San Jose 13, California.

Re: Escrow No. 240587: Reid Hillview Airport
Nicholas A. DiSalvo et ux - owner
Parcel No. 2511-14-20

Gentlemen:

This letter and the enclosed agreement will constitute your escrow instructions in connection with the above purchase.

1. You are authorized and instructed to receive into escrow the enclosed warrant in the sum of \$35,000.00.

2. You are instructed to receive an executed deed from owners having a property description corresponding to that used in the agreement. A certificate of acceptance of deed is enclosed. Upon receipt of said deed you are instructed to issue a title insurance policy free and clear of all liens and encumbrances. Purchaser will, however, take subject to items #2, 3, 4 and 5 of preliminary title report #240587 dated October 22, 1962. Title shall be insured in the amount of \$35,000.00

3. Taxes will be prorated as of the date of the close of escrow, in accordance with provision number five of the agreement.

4. Purchaser will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way Section.

COPY

Title Insurance & Trust Company
Page Two
December 9, 1963

5. You are further instructed that no revenue stamps are to be issued.

6. Upon close of escrow please forward the recorded deed and title insurance policy to the Office of the County Counsel for inspection and approval.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By
Gerald J. Thompson
Deputy County Counsel

GJT/gc:

encls: Warrant
Cert. of Accept.
Agreement
Deed

cc: Department of Public Works
Right of Way Section

COMM. ENGINEER

DEC 18 1963
DEPT. OF PUBLIC WORKS
RECEIVED

MEMORANDUM

To: Richard Harrison, Deputy Co. Counsel From: E. D. Hodge, Chief R/W Agent

SUBJECT: Reid Hillview Airport Date: December 11, 1963
Di Salvo - 3511-14 & 20
County vs. Di Salvo, et al - S.C.C. No. 148902

Returned herewith are original summons and two copies of related suit papers in the above-referenced action. The property involved in this suit was settled by negotiations and the transaction consummated by the Board on November 26, 1963.

To the best of my knowledge, no service was made on any of the parties named therein.

EDH:JFM:o's

Attachment

December 5, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reid Hillview Airport
DeSalvo - 3511-14-20, 21, 22

Dear Mr. Williams:

Attached are the following papers:

- (x) Deed
- (x) Certificate of Acceptance
- () Rental Letter
- ()

Please process these papers in accordance with standard procedure.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:GHM:o's

July 10, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Rosa Street
San Jose, California

Subject: Reid-Hillview Airport - Project No. 3511

Dear Mr. Williams:

Transmitted herewith are requests for condemnation concerning the Reid-Hillview Airport expansion on the following properties:

<u>Vestee</u>	<u>Parcel Numbers</u>
Cadalbert	3511-14-5
Lujan	3511-14-8
Tabares	3511-14-12
Torres	3511-14-13
Crutcher	3511-14-18
Di Salvo	3511-14-20, 21, 22
Mercier (Parales)	3511-15-2
Home Mutual S. & L. (Guardian Capital Co.)	3511-15-12, 13

The following documents are enclosed:

1. Suit Data Sheet-original and 2 copies
2. Property Data Sheet-original and 5 copies each
3. Updated Title Reports-1 each parcel
4. Descriptions-refer to title report (every parcel is a full take)
5. Property Plats -refer to title report (every parcel is a full take)
6. Termini Map- 10 (each parcel is colored where condemnation is being requested)

Mr. Spencer M. Williams

Page 2

July 10, 1963

All utility relocations are to be handled by Engineering. There are no other known off-record interests.

Upon completing the necessary proceedings for filing requested condemnation action, please return a completed copy of the enclosed ^{SVI} data sheet for our right of way file.

Please advise if any further documents or other information is needed.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:TRH:0/s

Enclosures

OUR SETTLEMENT

216,720 SF TOTAL

14,330 AREA TO BE DEDICATED

202,390 NET ACRES INCLUDING EASEMENT

18,280 EASEMENT AREA

184,110 NET ACRES — LESS DEDICATION ~~X~~ EASEMENT ADJ

$$\frac{184,110}{43,560} = 4.23 \text{ ACRES @ } \$7250 \text{ per acre} = \$ 33,205.50$$

$$\frac{18,280}{43,560} = 0.42 \text{ ACRES @ } \$3925 \text{ per acre} = \$ 1,648.50$$

\$ 34,854.00

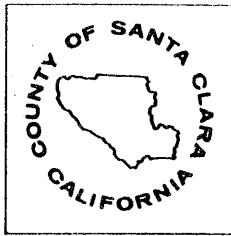
SAY \$ 35,000.00

DISCOUNT

$$216,720 \text{ SF} = \frac{4.9752 \text{ Ac}}{4.98^{(-)}} @ \$ 7,028.11 = \$ 35,000$$

OLD FIGURES

$$216,720 \text{ SF} = 4.98 \text{ AC @ } \$ 6,024.10 = \$ 30,000.00$$



DEPARTMENT OF PUBLIC WORKS
SANTA CLARA COUNTY OFFICE BUILDING
CIVIC CENTER

JAMES B. ENOCHS, DIRECTOR
20 WEST HEDDING STREET
SAN JOSE 10, CALIFORNIA

Title Insurance & Trust Company
66 North First Street
San Jose, California

Subject: Owner: N. Di Salvo
Project: Reid-Hillview Airport
Parcel No.: 3511-14-20, 21, 22
Escrow No.: 240587

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from August 27, 1962 the date of our preliminary report to June 3, 1963 at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

W. B. Rayland, Title Officer

COUNTY OF SANTA CLARA

Department of PUBLIC WORKS

JAMES B. ENOCHS - DIRECTOR OF PUBLIC WORKS

SANTA CLARA COUNTY OFFICE BLDG. •
20 W. ROSA STREET • SAN JOSE 10, CALIFORNIA

OTIS T. CALHOUN - ASST. DIRECTOR - BUILDINGS
JAMES T. POTT - ASST. DIRECTOR - HIGHWAYS

June 3, 1963

Subject: Owner: *N. Di Salvo*
Project: *Raid-Hillview Airport*
Parcel No.: *3511-14-20, 21, 22*
Escrow No.: *7.1.7. 240587*

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from *August 27, 1962* the date of our preliminary report to at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

COPY

RESOLUTION OF NOTICE OF INTENTION TO PURCHASE
REAL PROPERTY

WHEREAS, the County of Santa Clara desires to purchase certain real property for the ultimate construction and development of certain lands for the ultimate construction and improvement of an airport; and

WHEREAS, it is necessary to purchase certain real property for that purpose which is of a value in excess of Two Thousand Dollars (\$2,000.00); it is further necessary that a notice of the said purchase be made and published as provided in Section 25350 of the California Government Code; and

WHEREAS, the information required in the said section of the California Government Code is as follows:

1. Property proposed to be purchased is described as follows:

Parcel #1

Beginning at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 859.70 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said center line of Swift Avenue, South 28° 44' East 103.73 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown upon the Map hereinafter referred to, South 49° 51' West 520.15 feet to the Southwesterly line of said Lot 39; thence along said Southwesterly line of said Lot 39, North 40° 09' West 101.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North 49° 51' East 540.69 feet to the point of beginning. Containing approximately 1.16 acres of land, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

Parcel #2

Beginning at a point in the center line of Swift Avenue, distant thereon South 28° 44' East 963.43 feet from the point of intersection of said center line with the center line of Cunningham Avenue, as shown on the Map hereinafter referred to; thence from said point of beginning along said center line of Swift Avenue, South 28° 44' East 92.51 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown on said Map, South 49° 51' West 501.24 feet to the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North 40° 09' West 90.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North 49° 51' East 520.15 feet to the point of beginning, and being portions of Lots 39 and

40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

Parcel #3

Beginning at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 1055.94 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue, South 28° 44' East 281.44 feet to the most Easterly corner of Lot 40, as shown on said Map; thence along the Southeasterly lines of Lots 40 and 39 as shown on said Map, South 49° 51' West 446.17 feet to the most Southerly corner of said Lot 39; thence along the Southwesterly line of said Lot 39, North 40° 09' West 275.88 feet to the point which bears South 49° 51' West and parallel with said Southeasterly lines of Lots 40 and 39, 501.84 feet from the point of beginning; thence parallel with said Southeasterly lines of Lots 39 and 40, North 49° 51' East 501.84 feet to the point of beginning. Containing approximately 3.00 acres, and being a portion of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

Also being a portion of the property shown upon the Map of Record of Survey filed for record in the office of the Recorder of the County of Santa Clara, State of California, on October 27, 1947 in Book 16 of Maps, at page 5.

2. The purchase price shall be Thirty Five Thousand and No/100 (\$35,000.00).

3. The vendors are Nicholas A. Di Salvo and Frances Di Salvo.

4. This Board of Supervisors of the County of Santa Clara will meet to consummate the purchase on NOV 25 1963 1963.

NOW, THEREFORE, IT IS RESOLVED that this resolution shall be published once a week for three successive weeks prior to NOV 25 1963, 1963, in a newspaper of general circulation in the County.

PASSED AND ADOPTED by the Board of Supervisors of the

County of Santa Clara, State of California, this _____
day of NOV 4 1963 1963, by the following vote:

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

P. A. Mehrkens
Chairman of the Board of Supervisors

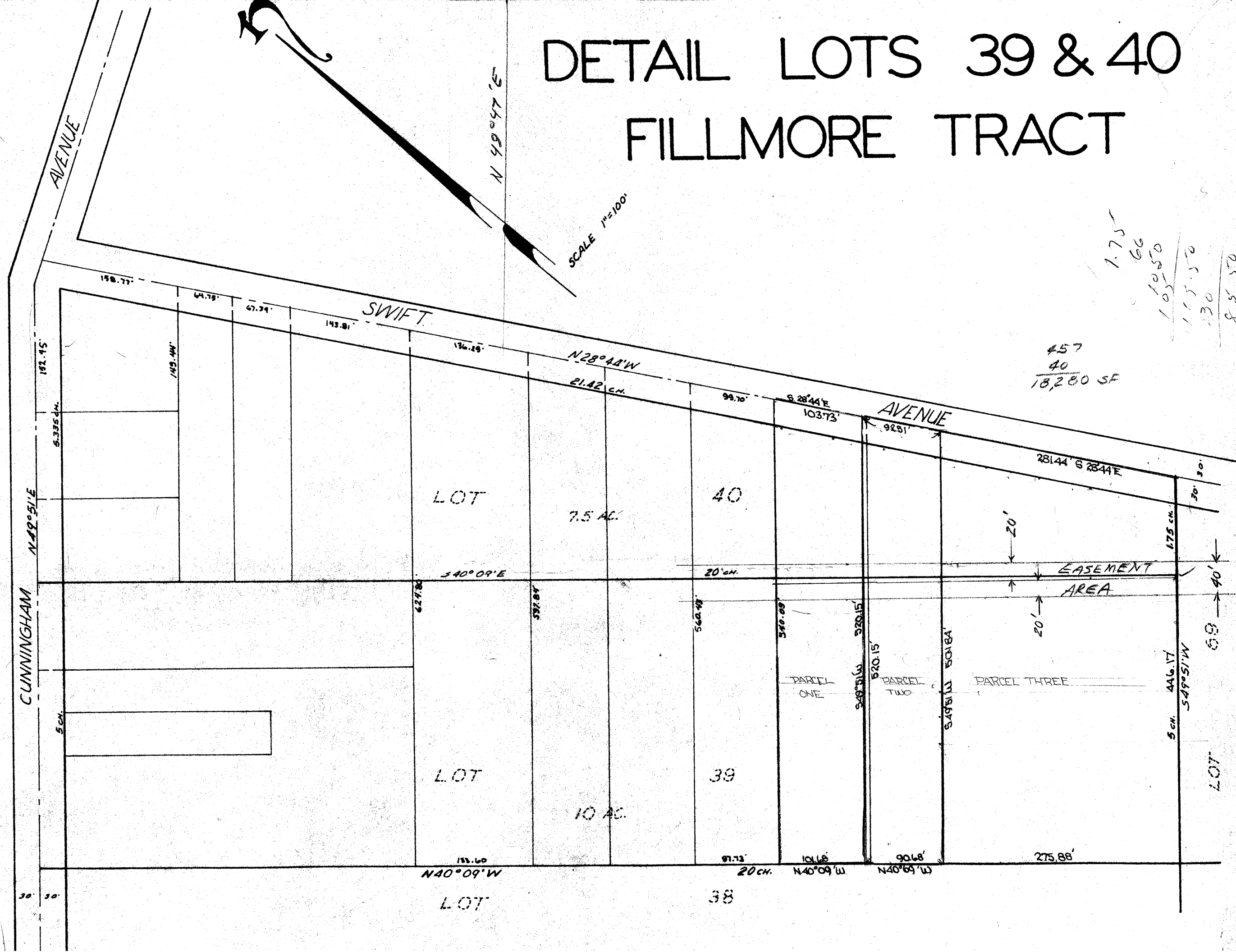
ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors

Jean Pullan

RECEIVED
NOV 2 1 32 PM '63
COUNTY OF
SANTA CLARA

GJT/gos
10/25/63

DETAIL LOTS 39 & 40 FILLMORE TRACT



Project: Reid's Hillview

Parcel No.: 14-20

Grantor: DiSalvo

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Nicholas A. DiSalvo and Frances DiSalvo, 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

(\$ _____).

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 exceptions 2, 3, 4, and 5 of preliminary title report #240587 dated October 22, 1962

and agrees that said deed will be deposited with the T.I. & Trust Title Insurance Company in escrow account no. 240587 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.

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 _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this _____ day of _____, 19____.

Owner

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

By _____
Deputy County Counsel

9/29/61

CONDEMNATION RESOLUTION REQUEST
RIGHT OF WAY OR PROPERTY DATA SHEET

S.D.# 2
3511-14-20
3511-14-21
3511-14-22

To: _____ Project: Reid-Hillview Parcel No.: _____
Grantor: N. DiSalvo Telephone: _____ Entire Area: _____
Property Address: W.side Swift Lane, E.side Airport 216,720 +sq. ft. or 4.981+ ac
Mailing Address: 1336 Duke Way, San Jose Part Required: _____
Jurisdiction: San Jose sq. ft. or All ac
Remainder: None ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>0.13+</u>	196	196	3	Deposit Settlement
Acre: \$ <u>6,000</u>				
Land Acquired:		\$30,000		
Sq. Ft.: <u>216,720+</u>				
Acre: <u>4.981+</u>				

Improvements:
Severance:
Benefits:
Other Consideration:

Total Consideration - Offset by Benefits: \$30,000

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: _____
Balance after this Acquisition: _____ % Obligated to Date: _____
Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
- 10.
- 11.
- 12.

Description of Improvement Acquired

No. of	Area		
<u>Rooms</u>	<u>Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>

Owner wants \$20,000 per acre and has rejected \$27,000 offer for entire property.
Appraised for \$30,000 by Staff.

Title Co.: Title Insurance & Trust
240587 Date: Aug. 27, '62
Grantor Acquired Date: Sept. 20, '60
I.R.S. \$18.70
Appraised by: Clevenger/Samuelson & Staff
Date: Nov. 61 June '62 Jan. 63
Type of Title: Fee
Zoning: _____
Access Rights: _____
Suit Filed: _____
O.I.P. : _____
Agreements: _____
Resolutions: _____
Deeds: _____ Maps: _____
Negotiating Agent: McCready (Doyle)
Dep. County Counsel: Harrison

Approval _____
To County Counsel:
Agenda: 8/13 Item#



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 22, 1962

- . Department of Public Works
- . 20 W. Rosa Street
- . San Jose, California

IMPORTANT

When replying refer to
Our No. **240587**

Hillview Airport

Your No.

Fee: \$52.50

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962

at 7:30 a.m.

B. M. Blanchard

B. M. Blanchard

Title Officer

Vestee: NICHOLAS A. DiSALVO and FRANCES DiSALVO,
his wife, as joint tenants

Exceptions:

- First:** Taxes for the fiscal year 1962-63 now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Avenue.
- Third:** Right of way for electric transmission line, as granted by Manuel C. Silva and Mary Silva, husband and wife, to Pacific Gas and Electric Company, a corporation, by Deed dated November 17, 1927, recorded November 30, 1927 in Book 344 Official Records, page 228, the route of said transmission line being more particularly described as follows, to-wit:
- Beginning at a point in the Southeasterly boundary line of said Lot 39 (marked by a fence now upon the ground), from which a 2"x3" stake marking the intersection of the Southeasterly boundary line of Lot 40 with the Southwesterly boundary line of Swift Avenue, as shown upon said Map, bears North 49° 47' East 88.0 feet distant, and running thence North 39° 20' West 800.0 feet, more or less, to a point in the Northeasterly boundary line of said Lot 39.
- Fourth:** Right of way for electric transmission line, as granted by John Andrews and Marena Andrews, husband and wife to Pacific Gas and Electric Company, a corporation, by Deed dated December 20, 1932, recorded February 11, 1933 in Book 638 Official Records, page 360, the route of said transmission line being

more particularly described as follows, to-wit:

Beginning at a point in the Northwesterly boundary line of said Lot 40 (said boundary line being marked by the center line of Cunningham Avenue) from which the intersection of the Southwesterly boundary line of said Lot 40 with the Southeasterly boundary line of Cunningham Avenue (said intersection being marked by the intersection of fences now upon the ground), bears South 7° 39' East 35.7 feet distant, and running thence South 39° 20' East 1300 feet, more or less, to a point in the Southwesterly boundary line of said Lot 40.

- Fifth: Right of way for electric and telephone transmission line over the Northeasterly 6 feet of Lot 40 herein referred to, as granted by Anton J. Bondesen et ux to Pacific Gas and Electric Company, and The Pacific Telephone and Telegraph Company, California Corporations, by Deed dated August 23, 1946, recorded October 23, 1946 in Book 1384 Official Records, page 270, reference to the record thereof is hereby made for further particulars.
- Sixth: Deed of Trust by John Benavidez and Beatrice R. Benavidez, husband and wife, as joint tenants, to Porter Servicing Corporation, a California Corporation, as Trustee, to secure the payment to Porter Trust Deed Investment Corporation, a California Corporation, of \$2,910.00 and additional advances, dated July 24, 1959, recorded August 7, 1959 in Book 4506 Official Records, page 471, (Recorder's Serial Number 1675417). (Affects Parcel One)

The beneficial interest under the above Deed of Trust now stands of record in Bob Cassel.

Note 1: This Company assumes without liability therefor that the Raul F. Garcia, Raul S. Garcia, Celia Garcia, Sally Garcia and Ben Wiggins, Jr., named in the following instruments, are not one and the same persons as Raul Garcia and Celia Garcia, former owners of Parcel 3 of this Report:

- (a) Agreement to Reimburse by Raul F. Garcia with Board of Supervisors, County of Santa Clara, State of California, dated May 8, 1951, recorded May 18, 1951 in Book 2215 Official Records, page 559, (Recorder's Serial Number 719838).
- (b) Agreement to Reimburse by Raul S. Garcia with Board of Supervisors, County of Santa Clara, State of California, dated August 9, 1954, recorded August 24, 1954 in Book 2943 Official Records, page 621, (Recorder's Serial Number 1001088).
- (c) Agreement to Reimburse by Celia Garcia with Board of Supervisors, County of Santa Clara, State of California, dated December 21, 1955, recorded January 17, 1956 in Book 3388 Official Records, page 209, (Recorder's Serial Number 1169435).
- (d) Agreement to Reimburse by Ben Wiggins Jr., with Board of Supervisors, County of Santa Clara, State of California, dated April 10, 1956, recorded April 19, 1956 in Book 3472 Official Records, page 95, (Recorder's Serial Number 1201673).
- (e) Abstract of Judgment in the Municipal Court for the Sunnyvale Judicial District, County of Santa Clara, State of California, for \$84.61 together with interest and costs, against Sally Garcia also known as Soledad Garcia also known as Sally Trujillo, in favor of Credit Bureau of Santa Clara Valley, a corporation, docketed April 15, 1960, recorded April 29, 1960 in Book 4780 Official Records, page 170. Case No. 68. (Recorder's Serial Number 1808480)

This Company also assumes without liability therefor that the Mariano Gamez, named as promissor in the following Agreements to Reimburse is not one and the same person as the Mariano Gamez (also known as Mariano A. Gamez) former owner of Parcel 2 of this Report.

- (a) Agreement to Reimburse by Mariano Gamez with Board of Supervisors, County of Santa Clara, State of California, dated October 27, 1947, recorded November 1, 1947 in Book 1451 Official Records, page 329, (Recorder's Serial Number 487163).
- (b) Agreement to Reimburse by Lilly Gamez with Board of Supervisors, County of Santa Clara, State of California, dated October 27, 1947, recorded March 30, 1948 in Book 1589 Official Records, page 313, (Recorder's Serial Number 510495).

Note 2: Both installments of County and City Taxes for the fiscal year 1961-62 have been paid.

Assessment Number 489-14-20. Code Number 43-77. (Affects Parcel 1)

First installment \$39.47

Second installment \$39.47

Assessment Number 489-14-21. Code Number 43-77. (Affects Parcel 2)

First installment \$36.70

Second installment \$36.70

Assessment Number 489-14-22. Code Number 43-77. (Affects Parcel 3)

First installment \$96.97

Second installment \$96.97

Note 3: This Report includes an examination of the Municipal Records of the City of San Jose as to Taxes, Assessments and/or Bonds.

Note 4: The above vestees acquired title to premises by the following:

- (a) Parcel One in the Deed from John Benavidez and Beatrice R. Benavidez, his wife to Nicholas A. DiSalvo and Frances DiSalvo, his wife, in joint tenancy, dated September 30, 1960, recorded October 5, 1960 in Book 4940 Official Records, page 234, and to which Deed there were affixed Revenue Stamps in the sum of \$4.40.
- (b) Parcel Two in the Deed from Gabino Costales and Angelita Costales to Nicholas A. DiSalvo and Frances DiSalvo, his wife, in joint tenancy, dated September 20, 1960, recorded September 27, 1960 in Book 4929 Official Records, page 12, and to which Deed there were affixed Revenue Stamps in the sum of \$4.40.
- (c) Parcel Three in the Deed from Raul Garcia and Celia Garcia to Nicholas A. DiSalvo and Frances DiSalvo, his wife, as joint tenants, dated September 20, 1960, recorded September 27, 1960 in Book 4929 Official Records, page 14, and to which Deed there were affixed Revenue Stamps in the sum of \$9.90.

Note 5: The assessed valuations of premises for County and City Taxes

for the fiscal year 1961-62 are as follows:

Assessment Number 489-14-20. Code Number 43-77. (Affects Parcel 1)

Assessed value of real estate	\$760.00
Assessed value of improvement	100.00
Assessed value of personal property	none

Assessment Number 489-14-21. Code Number 43-77. (Affects Parcel 2)

Assessed value of real estate	\$700.00
Assessed value of improvement	100.00
Assessed value of personal property	none

Assessment Number 489-14-22. Code Number 43-77. (Affects Parcel 3)

Assessed value of real estate	\$2100.00
Assessed value of improvement	none
Assessed value of personal property	none

The address of the above vestees as disclosed by the County Tax Rolls for the fiscal year 1961-62 is 1336 Duke Way, San Jose, California.

DESCRIPTION

For description of the real property referred to herein see Exhibit A attached hereto and made a part hereof.

et/mf

EXHIBIT A

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

PARCEL ONE

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 859.70 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said center line of Swift Avenue, South 28° 44' East 103.73 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown upon the Map hereinafter referred to, South 49° 51' West 520.15 feet to the Southwesterly line of said Lot 39; thence along said Southwesterly line of said Lot 39, North 40° 09' West 101.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North 49° 51' East 540.69 feet to the point of beginning. Containing approximately 1.16 acres of land, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

PARCEL TWO

BEGINNING at a point in the center line of Swift Avenue, distant thereon South 28° 44' East 963.43 feet from the point of intersection of said center line with the center line of Cunningham Avenue, as shown on the Map hereinafter referred to; thence from said point of beginning along said center line of Swift Avenue, South 28° 44' East 92.51 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown on said Map, South 49° 51' West 501.84 feet to the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North 40° 09' West 90.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North 49° 51' East 520.15 feet to the point of beginning, and being portions of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

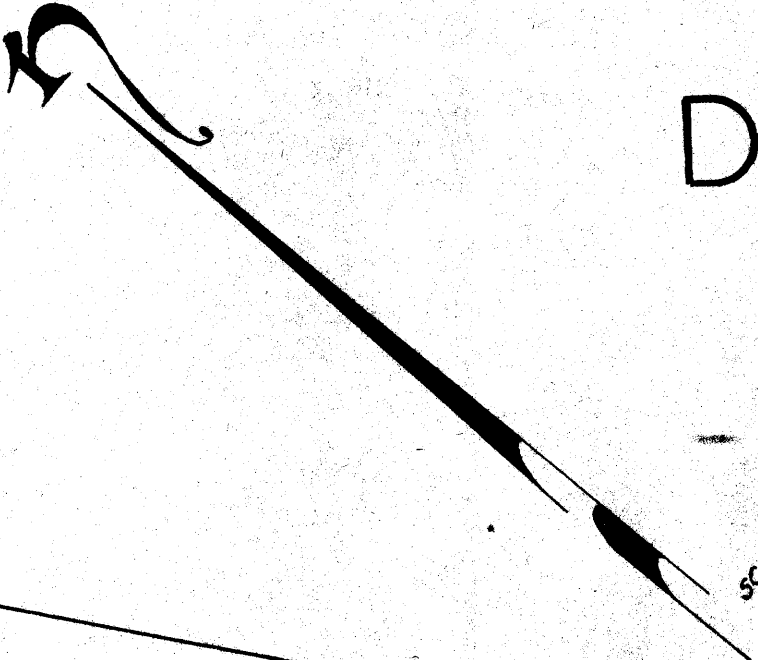
PARCEL THREE

BEGINNING at a point in the center line of Swift Avenue, 60 feet

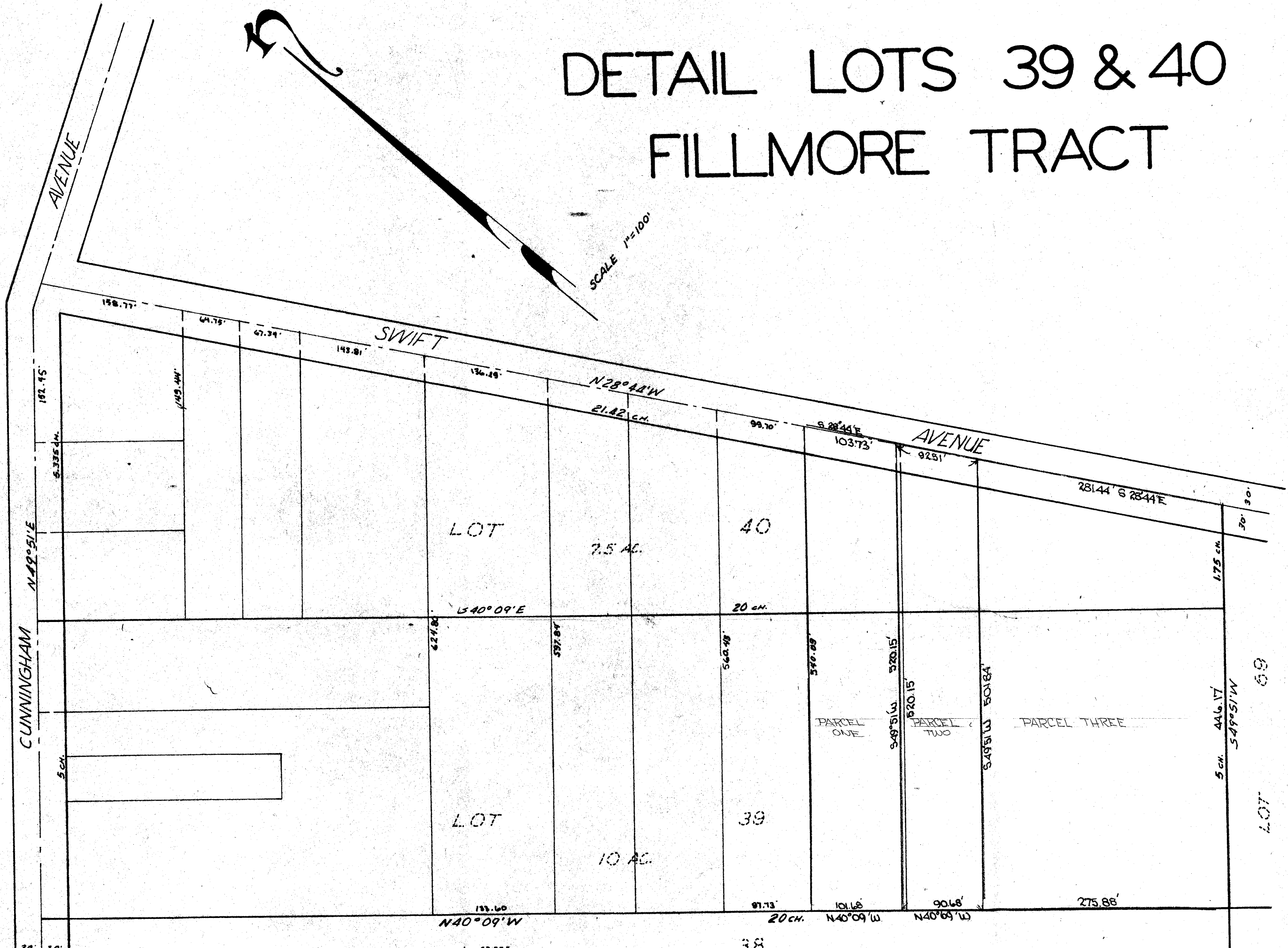
wide, distant thereon South 28° 44' East 1055.94 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue, South 28° 44' East 281.44 feet to the most Easterly corner of Lot 40, as shown on said Map; thence along the Southeasterly lines of Lots 40 and 39 as shown on said Map, South 49° 51' West 446.17 feet to the most Southerly corner of said Lot 39; thence along the Southwesterly line of said Lot 39, North 40° 09' West 275.88 feet to the point which bears South 49° 51' West and parallel with said Southeasterly lines of Lots 40 and 39, 501.84 feet from the point of beginning; thence parallel with said Southeasterly lines of Lots 39 and 40, North 49° 51' East 501.84 feet to the point of beginning. Containing approximately 3.00 acres, and being a portion of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

ALSO BEING a portion of the property shown upon the Map of Record of Survey filed for record in the office of the Recorder of the County of Santa Clara, State of California, on October 27, 1947 in Book 16 of Maps, at page 5.

DETAIL LOTS 39 & 40 FILLMORE TRACT



SCALE 1"=100'



RESOLUTION TO CONSUMMATE
PURCHASE OF REAL PROPERTY

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, heretofore gave notice of its intention to purchase from Nicholas A. Di Salvo and Frances Di Salvo for the sum of Thirty Five Thousand and No/100 Dollars (\$35,000.00), all that certain real property situate in the County of Santa Clara, State of California, and more particularly described as follows:

Parcel #1

Beginning at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 859.70 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said center line of Swift Avenue, South 28° 44' East 103.73 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown upon the Map hereinafter referred to, South 49° 51' West 520.15 feet to the Southwesterly line of said Lot 39; thence along said Southwesterly line of said Lot 39, North 40° 09' West 101.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North 49° 51' East 540.69 feet to the point of beginning. Containing approximately 1.16 acres of land, exclusive of that portion lying within the limits of Swift Avenue, and being portions of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

Parcel #2

Beginning at a point in the center line of Swift Avenue, distant thereon South 28° 44' East 963.43 feet from the point of intersection of said center line with the center line of Cunningham Avenue, as shown on the Map hereinafter referred to; thence from said point of beginning along said center line of Swift Avenue, South 28° 44' East 92.51 feet; thence parallel with the Southeasterly lines of Lots 39 and 40, as shown on said Map, South 49° 51' West 501.84 feet to the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North 40° 09' West 90.68 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North 49° 51' East 520.15 feet to the point of beginning, and being portions of Lots 39 and 40, as shown upon

that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

Parcel #3

Beginning at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 1055.94 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue, South 28° 44' East 281.44 feet to the most Easterly corner of Lot 40, as shown on said Map; thence along the Southeasterly lines of Lots 40 and 39 as shown on said Map, South 49° 51' West 446.17 feet to the most Southerly corner of said Lot 39; thence along the Southwesterly line of said Lot 39, North 40° 09' West 275.88 feet to the point which bears South 49° 51' West and parallel with said Southeasterly lines of Lots 40 and 39, 501.84 feet from the point of Beginning; thence parallel with said Southeasterly lines of Lots 39 and 40, North 49° 51' East 501.84 feet to the point of beginning. Containing approximately 3.00 acres, and being a portion of Lots 39 and 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

Also being a portion of the property shown upon the Map of Record of Survey filed for record in the office of the Recorder of the County of Santa Clara, State of California, on October 27, 1947 in Book 16 of Maps, at page 5.

Whereas, said notice was in the form prescribed by law and was duly published in the manner required by law in a newspaper of general circulation in said County; and

Whereas, the _____ day of _____, 1963, at the hour of 11:00 o'clock A.M., in the chambers of the Board of Supervisors of the County of Santa Clara, in the Civic Center Administration Building, 70 West Hedding Street, San Jose, California, was fixed as the time and place where said Board would meet to consummate said purchase, and said meeting having been held and it appearing to this Board that it is in the best interests of the people of the County of Santa Clara that said purchase should be made at the price and upon the terms set out in the notice of intention to purchase said property;

NOW, THEREFORE, BE IT RESOLVED that the County of Santa Clara purchase from Nicholas A. Di Salvo and Frances Di Salvo all the property so described above for the sum of Thirty Five Thousand and No/100 Dollars (\$35,000.00).

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on this _____ day of _____, 1963, by the following vote:

AYES: Supervisors,
NOES: Supervisors,
ABSENT: Supervisors,

Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors

August 29, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reids Hillview - Acosta (3511-14-09)

Dear Mr. Williams:

Attached are the following papers:

- (x) Deed
- (x) Certificate of Acceptance
- () Rental Letter
- ()

Please process these papers in accordance with standard procedure.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:GHM:o's

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

September 25, 1963

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

Re: Escrow No. 240585 - Reid-Hillview
Isabel Marron Acosta, Owner
Parcel No. 3511-14-09

Gentlemen:

You will find enclosed our warrant in the sum of \$3,000.00, warrant No. 12, in connection with the above-entitled escrow. You will also find enclosed a grant deed executed by Isabel Marron Acosta and Frank Acosta, her husband, to the County of Santa Clara together with a certificate of acceptance and an agreement and resolution to consummate purchase of real property.

You are authorized to disburse the sum of \$3,000 as provided for in the agreement when you are in a position to record the grant deed and issue a title insurance policy free and clear of all liens and encumbrances except paragraphs 3 and 4 as set forth in your preliminary title report No. 240585, dated August 27, 1962.

Your attention is directed to paragraph 11 of the agreement whereby the sum of \$50 will be paid to the owner of the property and the balance of the monies will be applied against the existing liens and encumbrances. It is my understanding that the Welfare Department of the County of Santa Clara will present a demand that will be in excess of the purchase price of the property. It is my understanding that they are agreeable to the payment of \$50 to the owner of the property with the balance of \$2,950 to be applied toward existing liens and encumbrances.

COPY

Title Insurance and Trust Company
September 25, 1963
Page 2

The County shall pay all costs of escrow as set forth in paragraph 4 of the agreement. You are advised that no revenue stamps need be issued, and upon close of escrow would you kindly forward to this office your title insurance policy and recorded deed for inspection and approval. Any billing in connection with this escrow should be directed to the Department of Public Works, Right of Way Section.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By
Gerald J. Thompson
Deputy County Counsel

@JT:cw

Enc: Warrant
Grant Deed
Certificate of Acceptance
Resolution to Consummate Purchase of Real Property

cc: ~~Department of Public Works~~
~~Right of Way Section~~

CDOW 10/1/63
283-71 123
DEPT. OF PUBLIC WORKS
R. O. W. SECTION

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

file

Date: December 16, 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: Reid-Hillview
Parcel No.: 3511-14-09
240585 (T.I)
Grantor: Isabel Marron Acosta and
Frank Acosta
Deed Recorded: Date: 10/14/63
Book: 6230
Page: 21

Tax cancellation forms have been forwarded to Assessor's Office (10/23/63).

SPENCER M. WILLIAMS
County Counsel

By **Gerald J. Thompson**
Deputy County Counsel

GJT/gc:

Copies:

Public Works - Right of Way Section Escrow statement attached
County Counsel



Title Insurance and Trust Company

FOUNDED 1893

SANTA CLARA COUNTY

DATE October 14, 1963

ESCROW NO. 240585

ESCROW OFFICER

WM. E. ROBINSON

ESCROW STATEMENT

THIS TRANSACTION WAS CLOSED AT:

. COUNTY OF SANTA CLARA
 . 70 West Hedding
 . San Jose, California
 .
 L

66 North First Street
 San Jose
 California

I T E M S	D E B I T S	C R E D I T S
SALE/PURCHASE PRICE DEPOSITS DEPOSIT RETAINED EXISTING LOAN NEW LOAN	3,000.00	3,000.00
PRO-RATA - TAXES - INSURANCE - INTEREST - RENTS		
TITLE INSURANCE POLICY FOR \$ ESCROW FEE RECONVEYANCE FEE PREPARING DOCUMENTS NOTARY FEE REVENUE STAMPS RECORDING:	3.50	
TAX COLLECTOR COMMISSION INSURANCE BILLED <i>OK Sg/Bygner</i> CHECK HEREWITH BALANCE DUE		3.50
TOTALS	3,003.50	3,003.50

40535 - LAR
400-11-9
Application No. T.L.L. 2405

Wald-Hillview
2405021
21

L.R.S.
2405021

2405021
Grant deed Individual

2405021
21
Recorded at the request of
THIS JOHNSON AND JOHN COMPANY
BY LA 550/1/22 AM
PAUL R. TELLM, Recorder,
Santa Clara County, Official Record

ISABEL MARRON ACOSTA and
FRANK ACOSTA, her husband
the first party, hereby GRANT TO
COUNTY OF SANTA CLARA, STATE
OF CALIFORNIA
the second party, all that real property situated in the
County of Santa Clara, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

WITNESS hand this 27th
Signed and delivered
in the presence of
Isabel Marron Acosta

day of April 27th 1963
Isabel Marron Acosta
ISABEL MARRON ACOSTA
Frank Acosta

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA
On this 27th day of April 1963 before me
I, _____, a Notary Public in and for the State of California, do hereby certify that the foregoing is a true and correct copy of the original as the same appears to me.

No. 240585

BOOK 6230 PAGE 23

EXHIBIT A

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

BEGINNING at the most Westerly corner of Lot 40 at a point in the center line of Cunningham Avenue, as said Lot and Avenue are shown upon the recorded Map hereinafter referred to; thence running along said center line of Cunningham Avenue North $49^{\circ} 51'$ East 100 feet to the most Westerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Catarina Carlos, by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving said center line of Cunningham Avenue and running along the Westerly line of said parcel of land so conveyed to Catarina Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Southerly corner thereof, at a point in the Northerly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Carlos Franco, by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the said Northerly line South $49^{\circ} 51'$ West 100 feet to the point in the Westerly line of said Lot 40; thence along said Westerly line of Lot 40, North $40^{\circ} 09'$ West 165.15 feet to the point of beginning, and being a portion of Lot 40, as shown upon the Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book "C" of Maps, page 57.

20021001463

240585 - WER

Reid-Hillview

BOOK 6230 PAGE 21

Reid Hillview
Public Works
3511-14-09
71 240585

CERTIFICATE OF ACCEPTANCE

BOOK 6230 PAGE 24

(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 21 day of August, 1962.

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

21995210011453

Application No. T. J. 2405

18.5

GRANT DEED

ISABEL MARRON ACOSTA and
FRANK ACOSTA, her husband
do hereby GRANT TO
COUNTY OF SANTA CLARA,
all that real property situated in the
County of Santa Clara, State of California, described as follows:

Recorded in the office of
the County Clerk of Santa Clara
County, California
this 14th day of April 1963
By M. R. YERGEN, Registrar
County Clerk County of Santa Clara

SEE EXHIBIT "A" ATTACHED

WITNESS my hand and seal
Signed and delivered
in the presence of:
[Signature]

day of April 1963
[Signature]
ISABEL MARRON ACOSTA

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA
I, _____, a Notary Public in and for the State of California, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

RESOLUTION OF NOTICE OF INTENTION
TO PURCHASE REAL PROPERTY

WHEREAS, the County of Santa Clara desires to purchase certain real property for the ultimate construction and development of an airport; and

WHEREAS, it is necessary to purchase certain real property for that purpose which is of a value in excess of Two Thousand Dollars (\$2,000.00); it is further necessary that a notice of the said purchase be made and published as provided in Section 25350 of the California Government Code; and

WHEREAS, the information required in the said section of the California Government Code is as follows:

1. Property proposed to be purchased is described as follows:

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

BEGINNING at the most Westerly corner of Lot 40 at a point in the center line of Cunningham Avenue, as said Lot and Avenue are shown upon the recorded Map hereinafter referred to; thence running along said center line of Cunningham Avenue North $49^{\circ} 51'$ East 100 feet to the most Westerly corner of that certain Parcel of land conveyed by Anton J. Bondesen, et ux to Catarino Carlos, by deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving said center line of Cunningham Avenue and running along the Westerly line of said parcel of land so conveyed to Catarino Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Southerly corner thereof, at a point in the Northerly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Carlos Franco, by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the said Northerly line South $49^{\circ} 51'$ West 100 feet to the point in the Westerly line of said Lot 40; thence along said Westerly line of Lot 40, North $40^{\circ} 09'$ West 165.15 feet to the point of beginning and being a portion of Lot 40, as shown upon the Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book "C" of Maps, page 57.

2. The purchase price shall be Three Thousand and No/100 Dollars (\$3,000.00).

3. The vendors are Isabel Marron Acosta.

4. This Board of Supervisors of the County of Santa Clara

will meet to consummate the purchase on AUG 19 1963,
1963.

NOW, THEREFORE, IT IS RESOLVED that this resolution shall be published once a week for three successive weeks prior to AUG 19, 1963, in a newspaper of general circulation in the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 22 day of JUL, 1963, by the following vote:

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

R. A. Mehrkens

Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors

Jean Pullan

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid-Hillview Parcel No.: 3511
 Grantor: Acosta, Isabel Telephone: None Entire Area: 14-09
 Property Address: Cunningham Ave. nr. Swift Lane 16,515 + sq. ft. or 0.38+ ac
 Mailing Address: 337 East Court, San Jose Part Required: _____
 Jurisdiction: San Jose 16,515 ± sq. ft. or 0.38+ ac
 Remainder: None _____ ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>0.18+</u>	196	196	Deposit	Settlement
Acre: \$ <u>8,000</u>				
Land Acquired:		\$3,040		\$3,000
Sq. Ft.: <u>16,515+</u>				
Acre: <u>.038+</u>				

Improvements:
 Severance:
 Benefits:
 Other Consideration:

Total Consideration - Offset by Benefits: \$3,040 \$3,000

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: \$3,000
 Balance after this Acquisition: _____ % Obligated to Date: _____
 Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
10. Refer to Clause 11 in Agreement
- 11.
- 12.

Description of Improvement Acquired

No. of	Area		
Rooms	Sq. Ft.	Age	Condition

ITEM #9 - TITLE EXCEPTIONS

- Clear:
1. Taxes
 2. Delinquent taxes
 - 5, 6, 8, 10, 12 Welfare Liens (Board of Supervisors)
 7. Deed of Trust
 11. Lien-Court judgment
- County take subject to:
3. Road R/W
 4. P. G. & E. easement

ITEM #10 - CLAUSE 11 IN AGREEMENT

Provides for payment of \$50 to the owner out of escrow. Balance of consideration to be applied against liens & encumbrances on property.

Title Co.: Title Insurance & Trust
 # 240585 Date: Oct. 10, '62
 Grantor Acquired Date: Mar. 27, '54
 I.R.S. \$1.10
 Appraised by: Clevenger/Samulson & Staff
 Date: Nov. '61 June '62 Jan. 62
 Type of Title: Fee
 Zoning: R-1 Potential
 Access Rights: Not applicable
 Suit Filed: none
 O.I.P. : none
 Agreements: attached
 Resolutions: _____
 Deeds: In file Maps: _____
 Negotiating Agent: McCready
 Dep. County Counsel: G. Thompson

Approval _____

To County Counsel:

Agenda: 7/22/63 Item# 21



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 10, 1962

Department of Public Works
20 West Rosa Street
San Jose, California

IMPORTANT
When replying refer to
Our No. 240585

Fee: \$52.50

Your No.
Hillview Airport

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m. B. M. BLANCHARD Title Officer

Vestee: ISABEL MARRON ACOSTA

Exceptions:

- First: Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second: Sale to the State of California, on June 29, 1960 on account of non-payment of both installments of County and City Taxes for the fiscal year 1959-60, Assessment Number 489-14-9, Code Number 44-75. The amount necessary to redeem this sale and pay subsequent delinquencies for the fiscal year 1960-61 and 1961-62 on or before September 28, 1962 according to estimate furnished by County Tax Collector is \$153.24.
- Third: Right of the public to use as a roadway so much of the premises as lies within the bounds of Cunningham Avenue.
- Fourth: Right to erect, construct, reconstruct, replace, repair, maintain and use for the transmission and distribution of electricity, a single line of towers, and suspended upon and supported by such towers, all wires which the Grantee may from time to time deem to be reasonably required for those purposes, and telephone and telegraph wires for the private use of the Grantee, and all necessary and proper cross-arms, braces, connections, fastenings and other appliances and fixtures for use in connection with said towers and wires, and also a right of way along the same, extending across premises, as follows:

Beginning at a point in the Northwesterly boundary line of

said Lot 40, (said boundary line being marked by the center line of Cunningham Avenue) from which the intersection of the Southwesterly boundary line of said Lot 40 with the Southeasterly line of Cunningham Avenue (said intersection being marked by the intersection of fences now upon the ground) bears South 7° 39' East 35.7 feet distant, and running thence South 39° 20' East 1300 feet, more or less, to a point in the Southwesterly boundary line of said Lot 40,

as granted by John Andrews and Marena Andrews, husband and wife, to Pacific Gas and Electric Company, a corporation, by instrument dated December 20, 1932 and recorded February 11, 1933 in Book 638 Official Records, page 360, Recorder's Serial Number 2408.

Said instrument recites in part as follows:

"Said Grantor, for the consideration aforesaid does further grant unto said Grantee, its successors and assigns, the right, easement or servitude of using said right of way for any and all purposes connected with the erection, construction, reconstruction, replacement, repair, maintenance and use, for the purposes aforesaid, of such towers, wires and appurtenant structures; and also the right of ingress to and egress from said right of way by a practicable route or routes across the aforesaid lands of said Grantor.

The Grantee hereby agrees that all transmission wires to be suspended on said towers of the Grantee shall be maintained at least 30 feet, and all telephone and telegraph wires at least 25 feet, above the average natural surface of the ground at the lowest part of such respective wires.

In exercising the right of ingress and egress hereby granted, the Grantee, shall, whenever practicable, use existing roads or lanes, and shall repair any damage which may be caused by its use thereof.

The Grantee in the exercise and enjoyment of the rights hereby granted, shall avoid unreasonable interference with such use by the Grantor and the latter's successors in estate of the aforesaid right of way for mining and agricultural purposes as is not inconsistent with the Grantee's full enjoyment of the rights hereby granted; provided, however, that the Grantor and the latter's successors in estate shall not erect or construct, or permit to be erected or constructed, any building or other structure or drill or operate any water, or oil, well within 15 feet of the above described line."

Fifth: Agreement by Frank Acosta and Isabel Acosta with Board of

Supervisors, County of Santa Clara, State of California, dated January 30, 1953 and recorded February 5, 1953 in Book 2575 Official Records, page 564, Recorder's Serial Number 857283, wherein first parties agree to reimburse second party for all sums advanced or to be advanced for indigent aid, which sums are to constitute a lien on premises.

Sixth: Agreement by Isabel Acosta with Board of Supervisors, County of Santa Clara, State of California, dated November 18, 1953 and recorded December 11, 1953 in Book 2774 Official Records, page 47, Recorder's Serial Number 935148, wherein first party agrees to reimburse second party for all sums advanced or to be advanced for indigent aid, which sums are to constitute a lien on premises.

Seventh: Deed of Trust by Isabel Marron Acosta to California Pacific Title Insurance Company, a corporation, as Trustee, to secure the payment to Louis P. Bergna of \$175.00 and additional advances, dated June 1, 1954 and recorded June 7, 1954 in Book 2889 Official Records, page 330, Recorder's Serial Number 979997.

Title Insurance and Trust Company, a corporation, successor by merger to California Pacific Title Insurance Company, is now Trustee under the above Deed of Trust.

Notice of Default and Election to Sell executed by Louis P. Bergna, dated June 3, 1958 and recorded June 9, 1958 in Book 4092 Official Records, page 530, Recorder's Serial Number 1478154.

Eighth: Agreement by Frank Acosta and Isabel Acosta with Board of Supervisors, County of Santa Clara, State of California, dated October 15, 1954 and recorded October 22, 1954 in Book 2989 Official Records, page 407, Recorder's Serial Number 1018198, wherein first parties agree to reimburse second party for all sums advanced or to be advanced for indigent aid, which sums are to constitute a lien on premises.

Ninth: Agreement by Frank Acosta and Isabel Acosta with Board of Supervisors, County of Santa Clara, State of California, dated December 16, 1954 and recorded January 7, 1955 in Book 3052 Official Records, page 601, Recorder's Serial Number 1041658, wherein first parties agree to reimburse second party for all sums advanced or to be advanced for indigent aid, which sums are to constitute a lien on premises.

Tenth: Agreement by Isabel Marron Acosta with Board of Supervisors, County of Santa Clara, State of California, dated March 22, 1955 and recorded March 30, 1955 in Book 3128 Official Records, page 16, Recorder's Serial Number 1070631, wherein first party agrees to reimburse second party for all sums advanced or to

be advanced for indigent aid, which sums are to constitute a lien on premises.

- Eleventh:** Abstract of Judgment in the Municipal Court for the San Jose-Alviso Judicial District, County of Santa Clara, State of California, for \$259.04 plus interest and costs, against Frank Acosta, and Ysabel Acosta, in favor of Charles McCarty, doing business as Stores Collection Bureau, docketed September 17, 1958 and recorded September 19, 1958 in Book 4177 Official Records, page 574, Recorder's Serial Number 1518673. Case No. 30161.
- Twelfth:** Agreement by Frank Acosta and Isabel Acosta with Board of Supervisors, County of Santa Clara, State of California, dated January 4, 1961 and recorded January 18, 1961 in Book 5045 Official Records, page 543, Recorder's Serial Number 1938531, wherein first parties agree to reimburse second party for all sums advanced or to be advanced for indigent aid, which sums are to constitute a lien on premises.

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose as to taxes, assessments and/or bonds.

Note 2: The above Vestee acquired title to premises by Deed from Anton J. Bondesen and Helga P. Bondesen, his wife, dated March 27, 1954 and recorded May 28, 1954 in Book 2883 Official Records, page 7, Recorder's Serial Number 977598, and to which Deed there were affixed Revenue Stamps in the sum of \$1.10.

Note 3: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value real estate	\$600.00
Assessed value improvement	none
Assessed value personal property	none

The Address of the above Vestee as disclosed by the County

Tax Rolls for the fiscal year 1961-62 is 337 East Court, San Jose, California.

DESCRIPTION

For description of real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

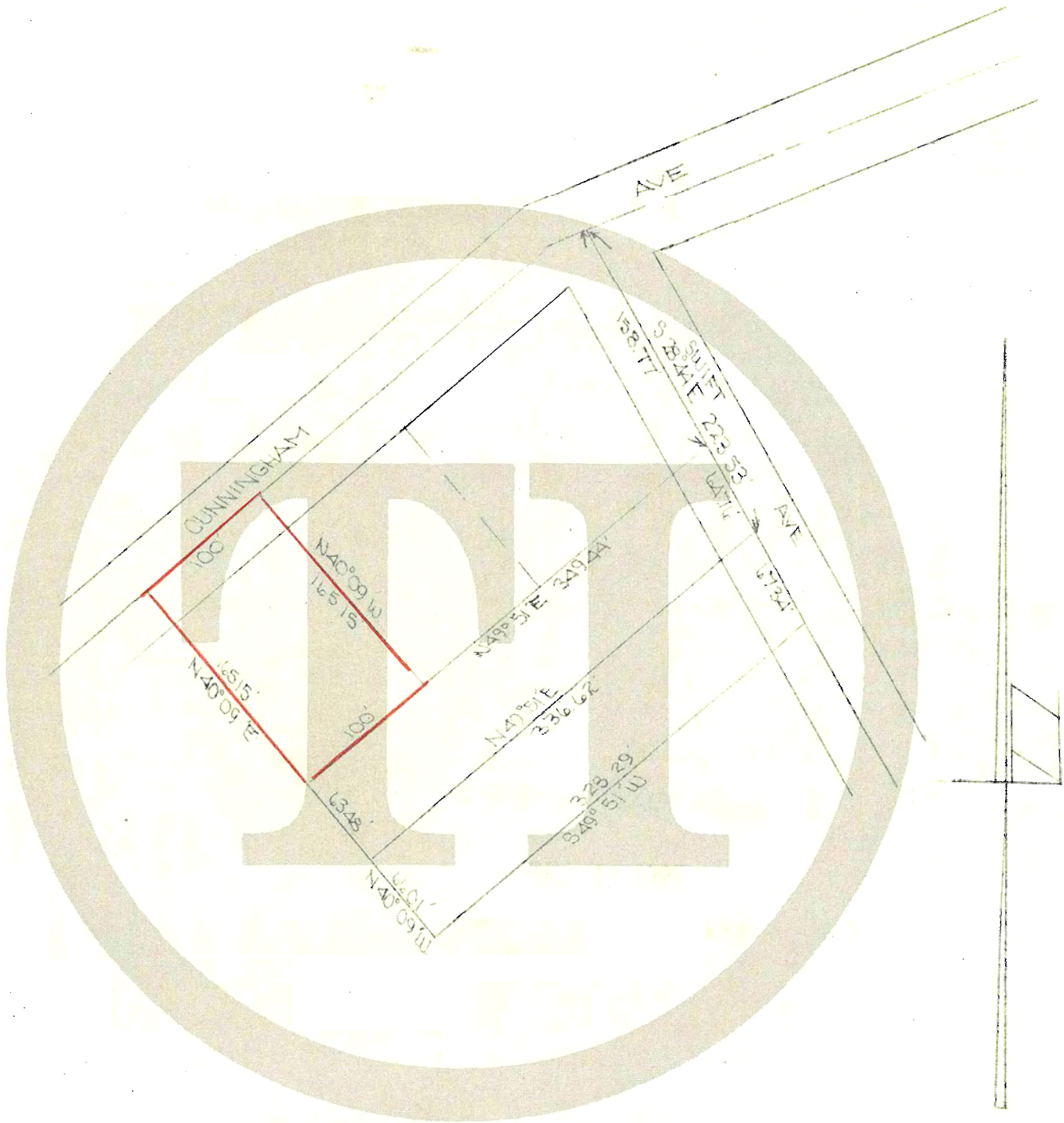
et/kk

Appl. No. 240585

EXHIBIT A

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

BEGINNING at the most Westerly corner of Lot 40 at a point in the center line of Cunningham Avenue, as said Lot and Avenue are shown upon the recorded Map hereinafter referred to; thence running along said center line of Cunningham Avenue North $49^{\circ} 51'$ East 100 feet to the most Westerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Catarino Carlos, by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving said center line of Cunningham Avenue and running along the Westerly line of said parcel of land so conveyed to Catarino Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Southerly corner thereof, at a point in the Northerly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Carlos Franco, by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the said Northerly line South $49^{\circ} 51'$ West 100 feet to the point in the Westerly line of said Lot 40; thence along said Westerly line of Lot 40, North $40^{\circ} 09'$ West 165.15 feet to the point of beginning and being a portion of Lot 40, as shown upon the Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book "C" of Maps, page 57.



PTN LOT 40

FILLMORE TR

DETAIL WTS C/ST



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

BOARD OF SUPERVISORS
 COUNTY COUNSEL
 OWNER
 TITLE COMPANY
 CONTROLLER
 PUBLIC WORKS

Project: Reid Hillview
 Parcel No.: 6
 Grantor: Pondensen, Anton, J.

AGREEMENT FOR PURCHASE
 OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Anton J. Bondensen

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 Seventeen Thousand Five Hundred Dollars-----
 (\$ 17,500.00).

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 Exception third of preliminary title report dated October 30, 1962

and agrees that said deed will be deposited with the & Trust Title Insurance Company in escrow account no. 240597 not later than _____ 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.

5. Proration of Taxes

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.

11. Right to Salvage

The Owner retains the right to retain ownership and remove any improvement or part thereof; however, any item so retained must be removed prior to June 1, 1963. The Owner agrees not to leave any hazard or uncapped well on the property after it has left his control.

12. Withheld Funds

Four hundred dollars (\$400.00) will be held in escrow and will be released to the Owner when the following conditions have been met:

b) If the pump is removed, a written statement from the County stating that the well has been properly capped will be delivered to the escrow holder.

c) The Owner agrees to proceed in the movement and removal of any of the improvements or parts of the improvements in a safe manner and to leave the premises free of any dangerous condition which would create an unreasonable risk of injury to adults, or children who might be attracted to the premises. The Owner agrees to hold the County harmless for any loss or claim of liability arising from any injury to any person who is injured on the premises during the time the Owner remains in possession and in the course of the movement of the improvements or parts of the improvement from the premises.

The withheld funds will be released when a letter from the County to the escrow holder is delivered, stating that the above conditions have been complied with. If the conditions have not been met, or if the withheld funds are not withdrawn prior to 12-31-63, then the withheld funds will be forfeited by the Owner and returned to the County.

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 FEB 11 1963, 19____.

COUNTY OF SANTA CLARA

By *[Signature]*
Chairman of the Board of Supervisors

Executed by the Owner this 18 day of January 1963, 19____.

[Signature]

Owner

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

By *[Signature]*
Deputy County Counsel

9/29/61

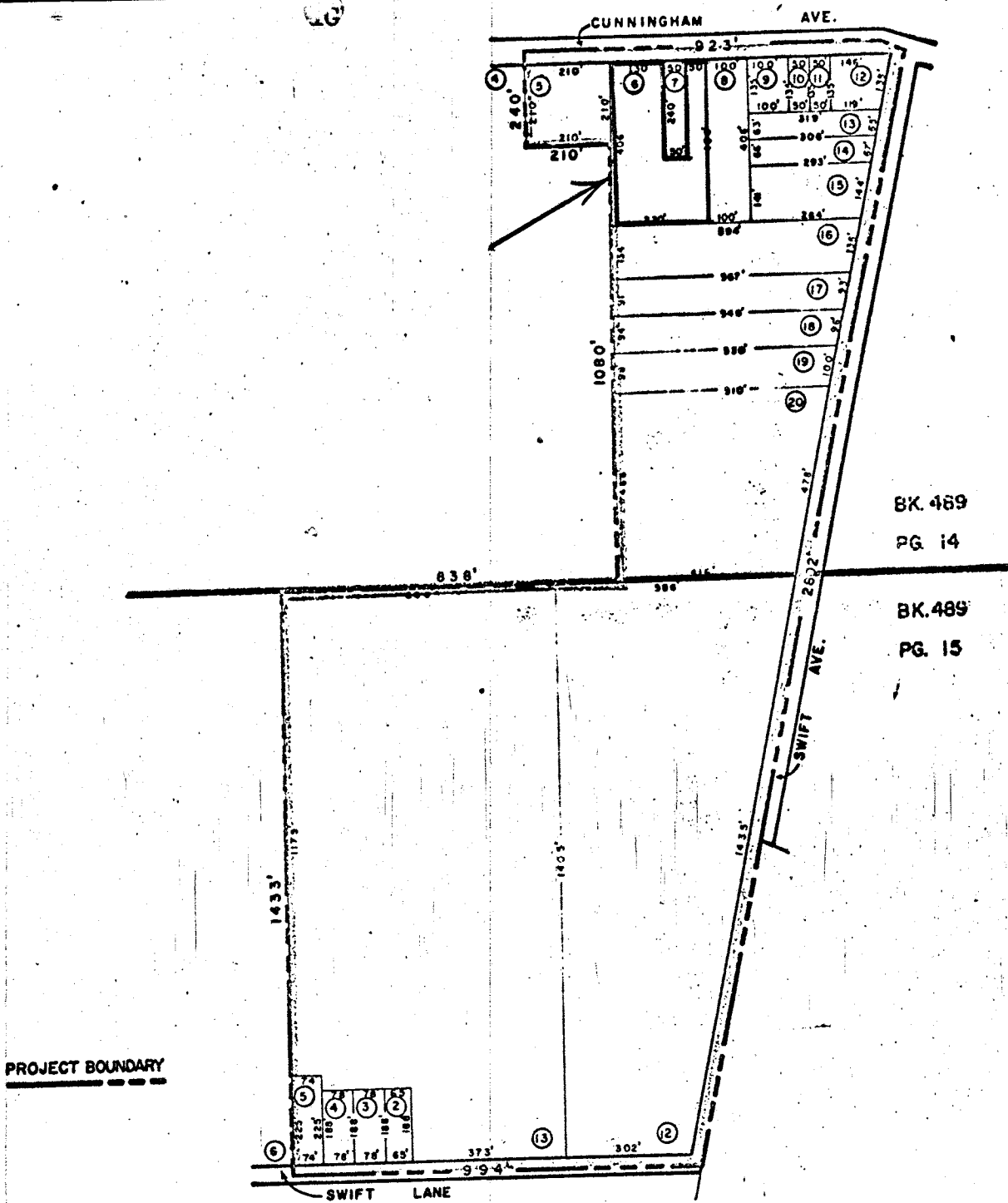
EXHIBIT A

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

BEGINNING at an iron pipe set on the center line of Cunningham Avenue 60 feet wide at the most Westerly corner of Lot 39 as shown upon the Map herein referred to; thence along the center line of Cunningham Avenue North $49^{\circ} 51'$ East 230.00 feet to the most Westerly corner of that certain 1.00 acre tract of land conveyed by Anton J. Bondesen, et ux, to J. R. Lujan, et ux, by Deed dated May 27, 1946 and recorded May 28, 1946 in Book 1356 Official Records, page 228; thence leaving the center line of Cunningham Avenue and running along the Southwesterly line of said 1.00 acre tract, South $40^{\circ} 09'$ East 435.60 feet to an iron pipe set at the most Southerly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Vicente P. Castaneda, et ux, by Deed dated February 5, 1947 and recorded July 18, 1947 in Book 1442 Official Records, page 493; thence along the Northwesterly line of said parcel of land so conveyed to Castaneda South $49^{\circ} 51'$ West 230.00 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 435.60 feet to the point of beginning and being a portion of Lot 39 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book C of Maps, page 57.

EXCEPTING THEREFROM that certain parcel of land conveyed by Anton J. Bondesen, et ux, to George A. Bustard by Deed dated January 16, 1953 and recorded January 21, 1953 in Book 2566 Official Records, page 463, described as follows:

Beginning at a point on the Southeasterly line of Cunningham Avenue that is distant thereon South $49^{\circ} 51'$ West 150 feet from the dividing line between Lots 39 and 40 of the Fillmore Tract, as said Avenue and Lots are shown on the Map herein-referred to; thence continuing along said Southeasterly line of Cunningham Avenue South $49^{\circ} 51'$ West 50 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South $40^{\circ} 09'$ East 240 feet; thence running at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 50 feet; thence running parallel with said dividing line North $40^{\circ} 09'$ West 240 feet to the point of beginning, and being a part of Lot 39 as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in Book C of Maps, page 57, Santa Clara County Records.



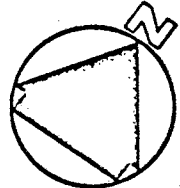
BK. 489
PG. 14

BK. 489
PG. 15

PROJECT BOUNDARY

SWIFT LANE RENEWAL PROJECT PROPERTY MAP

OCTOBER 1961



REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE, CALIF

Deeds: To escrow by own maps: attached
 Negotiating Agent: W.J. Doyle
 Dep. County Counsel: Robert Sturges

[Signature]
Approval

To County Counsel:
Agenda: Item#

2/10/63

Handwritten marks and stamps at the top of the page, including a circular stamp on the right.

1. I. [unclear] [unclear]

Grant [unclear] [unclear]

ANTON J. NORDVSEN, as his separate
property

do hereby [unclear] GRANT TO
COUNTY OF SANTA CLARA,
State of California

do hereby [unclear] all other real property situated in the
City of [unclear] State,
County of Santa Clara, State of California, described as follows:

Handwritten notes and stamps on the right side, including "No 0029 265" and a circular stamp.

AS DESCRIBED
IN ATTACHED EXHIBIT "A"

WITNESSES BY hand this
Signed and delivered in
the presence of:

19...
[Signature]

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA
On this [unclear] day of January, 19[unclear], [unclear] Clerk

Anton J. Nordvsen
[Signature]

Vertical handwritten text on the right margin.

EXHIBIT A

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21052411763

Acosta, Isabel

Scanned SEP 27 200

240585 - WBR

Reid-Hillview

BOOK 6230 PAGE 21

Bill Hill
2511-14-09
71 240585

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

BOOK 6230 PAGE 24

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 August, 1962.

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

2199621CT1463

240585 - WBR
BOOK 6230 PAGE 21

249862
COUNTY OF SANTA CLARA

ISABEL MARION ACOSTA and
FRANK ACOSTA, her husband

do hereby grant to

COUNTY OF SANTA CLARA, State
of CALIFORNIA

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

SEE EXHIBIT "A" ATTACHED

APR 11 1962
COUNTY OF SANTA CLARA
CLERK

WITNESSED and delivered
in the presence of:

day of April 1962

ISABEL MARION ACOSTA

[Signature]

COUNTY OF SANTA CLARA
CLERK

APR 11 1962

No. 240595

BOOK 6230 PAGE 23

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100021001463

December 3, 1963

Title Insurance & Trust Company
66 North First Street
San Jose, California

Attention: Eloise Wilson

Subject: Reid Hillview - Pcl. 3511-14-6
Release of Withheld Funds

Gentlemen:

This is to advise you that conditions set forth in paragraph 12 of preliminary escrow instructions, escrow No. 240597, county purchase from Anton J. Bondenson, have been complied with.

You are hereby authorized and directed to release the withheld funds specified in the above stated instructions.

Very truly yours,

E. D. Hodge
Chief Right of Way Agent

By James H. Whitcomb

EDH:JHW:fm

COPY

18.

3-4-63

Resolution of Notice of Intention to Purchase Real Property from Anton J. Bondensen required for the Reid Hillview Project. This property is located on Swift Lane and contains 2.04 acres, at \$7,000.00 per acre, \$13,000.00; improvements consisting of a three room residence and a garage in poor condition, \$4,500.00; zoned R-1, making a total of \$17,500.00. SD 2 *Hearings 3-25-63*

4-1-63

It is requested that the Board rescind its action of February 11, 1963, approving execution of an Agreement for Purchase of Real Property between the County and Bondensen in order that this acquisition be accomplished by the Resolution listed above (and a Resolution to Consummate Purchase of Real Property). This change in method of acquisition was requested by County Counsel.

Re: Enclosure #13

PUBLIC WORKS ROUTING SLIP			10-RC-73 Rev. 8-62	
TO:	Initial	Date	Instructions	
1	Director	<i>JBERH</i>	<i>2-25-63</i>	Action
	Asst. Dir. - Bldgs.			Bd. Referral
2	Asst. Dir. - Hwys.	<i>JP</i>		Circulate
	Business Manager			Information
3	<i>KBS</i>			Note & Return
4	<i>JP</i>			Report
				See Me
REMARKS:				
<p><i>Jim: Otis may want to see these documents also because they involve the airport.</i> <i>Butch</i> <i>(Rescind Bd action of 2-11-63)</i></p>				
File:				

Date: February 20, 1963
To: Dept. of Public Works
From: Robert S. Sturges, Deputy Co. Counsel
SUBJECT: Bondenson -Reid Hillview

MEMORANDUM

County of Santa Clara

Dept: COUNSEL

Attached are resolutions of intention and consummation of real property purchase from Bondenson.

Please put them on the Board's agenda at the appropriate times. Thank you.

R.S.S.

RSS:bn- attachments.

AGENDA

DATE 4-1-63
ITEM NO. 3
ENC. NO. 2
BOARD ACTION OK

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid-Hillview Parcel No.: 14-6
 Grantor: Bondensen, Anton Telephone: see below Entire Area: _____
 Property Address: Rt. 7 Box 191 BS.J. (Swift Lane) 81,288 sq. ft. or 1.87 ac
 Mailing Address: Same Part Required: _____
 Jurisdiction: City of San Jose All sq. ft. or All ac
 Agent for Owner: _____ Remainder: None ac
Anthony Bondensen (son) Valley Title Co., S. J. CY 2-7150

Unit Land Cost:	Budget	Appraisal	O. I. P.
Sq. Ft.: \$ <u>0.16</u>	196	196-2	Deposit
Acre: \$ <u>7,000</u>			Settlement
Land Acquired:			
Sq. Ft.: <u>89,000</u>		\$13,000	\$13,000
Acre: <u>2.04</u>		4,500	4,500

Improvements:

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$17,500 \$17,500

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: \$17,500

Balance after this Acquisition: _____ % Obligated to Date: _____

Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

1. *Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. *Withheld Funds
5. Excess Lands
6. *Salvage Bldgs.
7. *Continued Occupancy
8. Settlement Justification
9. *Title Exceptions
- 10.
- 11.
- 12.

Description of Improvement Acquired

	No. of Rooms	Area Sq. Ft.	Age	Condition
Res	3	863	70	Poor
Garage	2	961	Old	Poor

ITEM #9 - TITLE EXCEPTIONS

Clear
 1 & 2 - Taxes
 4 & 5 - Deed of Trust
 Take subject to
 3 Road R/W

Paragraph 11
 Allows owner to salvage improvements prior to 6-1-63.

Paragraph 12
 Withholds \$400 to insure vacation on time and holds the County harmless while the Owner has control of the property.

AGENDA

DATE 3-4-63
 ITEM NO. 18
 ENG. NO. 13

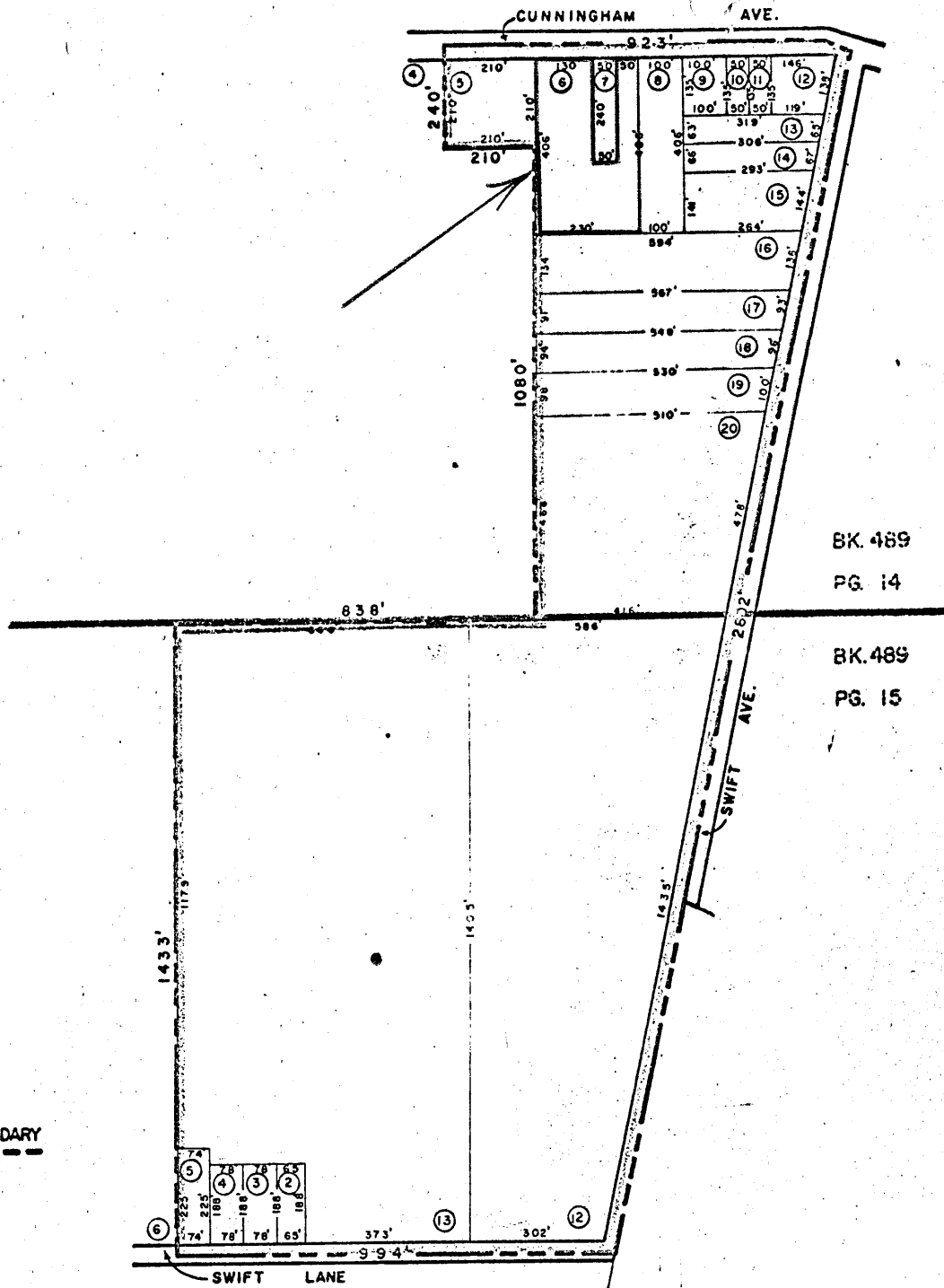
LOCAL ACTION _____

Title Co.: T.I.
 # 240597 Date: Oct. 30, 1962
 Grantor Acquired Date: Oct. 6, 1945
 I.R.S. \$7.70
 Appraised by: Samuelson, Clevenger & Staff
 Date: 1962
 Type of Title: Fee
 Zoning: R-1
 Access Rights: No
 Suit Filed: No
 O. I. P. : No
 Agreements: Attached
 Resolutions: _____
 Deeds: To escrow by owner attached
 Negotiating Agent: W.J. Boyle
 Dep. County Counsel: Robert Seurges

Approval

To County Counsel: 2/14/63
 Agenda: 2/11/63 Item# _____

4-1-63



BK. 489

PG. 14

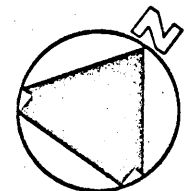
BK. 489

PG. 15

PROJECT BOUNDARY

SWIFT LANE RENEWAL PROJECT PROPERTY MAP

OCTOBER 1961



REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE, CALIF

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Date: **June 21, 1963**

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

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

Project: **Reid-Hillview**
Parcel No.: **240597**
Grantor: **Anton J. Bondesen**
Deed recorded - Date: **May 17, 1963**
Book: **6029**
Page: **245**

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

SPENCER M. WILLIAMS
County Counsel

s/ **John B. Gunn**
By
Deputy County Counsel

Copies:

✓ Public Works - Right of Way Section
County Counsel

Rusty

What tank is this

Fill. -
Rice Hill

35-11-14-6

SANTA CLARA COUNTY HEALTH DEPARTMENT
SAN JOSE, CALIFORNIA
WATER SAMPLE EXAMINATION

SOURCE
 WELL STREAM
 SPRING SW. POOL

COLLECTOR **MK** SAMPLE **9**

SAMPLING POINT
Tap on line from pressure

SANITARY NOTES
Bondeson well

DATE & HOURS
Request sample 6-27-63
send in water

Cl₂ pH NO. OF SWIMMERS

CLARITY

PORTIONS IN ML	500 ML		
GAS IN LACTOSE BROTH	24 HRS	5	
	48 HRS.	5	
GAS IN B. - G.L. BROTH	24 HRS.	5	
	48 HRS.	5	

DATE STARTED *6/27/63* COUNT

OPINION
SAMPLE SHOWS CONTAMINATION

Grain M. Collins
DIRECTOR OF SANITATION

NAME AND ADDRESS
*Dept of Public Works
Santa Clara County
ATTN: Bruce Thompson
Rm. 107*

7-5-63

Assume this is S.C.O.B.
Suggest H.D. be requested to identify
if S.C.O.B. that they also make
recommendation on how to rectify

R.

RECEIVED
RECEIVED
RECEIVED

RECEIVED
RECEIVED
RECEIVED
RECEIVED

July 18, 1963

Mr. Jose Ramon Lujan
Box 191 A
Cunningham Avenue
San Jose, California

Re: Water supply - County owned
property - Reid Hillview project
Bondesen parcel 117-6

Dear Mr. Lujan:

Please be advised that it will be necessary for you to seek another source of water supply immediately.

The water from the well on the former Bondesen property has been tested by both the City and County Health Departments and found to be unsafe for human consumption (letter enclosed).

Arrangements have been made for the removal of all improvements (including the tank and pump) from the former Bondesen property on or before July 24, 1963.

I regret any inconvenience this action may cause, however I am sure you and your tenants do not wish to continue to use unsafe water.

Very truly yours,

FRANK E. THOMAS
Property & Records Analyst

FET/sk
enclosure

cc: County Counsel
City Health Dept.
County Health Dept.

COUNTY OF SANTA CLARA

HEALTH DEPARTMENT

Bruce
F. J. P.

W. ELWYN TURNER, M.D., M.P.H.
DIRECTOR OF PUBLIC HEALTH

2220 MOORPARK AVENUE
PHONE CYPRESS 7-1636
SAN JOSE 28, CALIFORNIA

July 11, 1963

Santa Clara County Department of Public Works
20 West Hedding
San Jose, California

Attention: Mr. Bruce Thompson

Re: Bondeson well

Gentlemen:

At Mr. Thompson's request, the water from the above well was sampled for bacteriological analysis on June 27, 1963. Results of the analysis indicated that, at the time of sampling, the water was grossly contaminated and unfit for human consumption.

This well, on which there is little structural information, has a long and unfavorable history as a domestic water supply source. During the period of its use the water quality was considered poor, the well was un dependable as to quantity and the water often was quite sandy. There was also some concern about the possibility of contamination from nearby individual sewage disposal systems. It is our opinion that this well is not an acceptable water source and it was our understanding that its use had been terminated several years ago.

Very truly yours,

Robert D. Monlux, M.D.
Assistant Director of Public Health

Irvin M. Fallis

Irvin M. Fallis
Director of Sanitation

IMF:af

cc: San Jose City Health Department

MEMORANDUM

To: Frank Thomas

B. T.

Subject: Bondenseal Well

7/11/63 - 10 am

I contacted Dr. Fallis from SC Co Health Dept & he is rounding up records on this water deal. Also, I contacted the City Health Dept. (Sidlow) & they will take samples on 2 or 3 different dates & give us a notation on their findings. Jerry Thompson says we'll need all the help we can get to eliminate the Lujan customers.

Bruce.

WELFARE DEPARTMENT
 BOARD OF SUPERVISORS
 COUNTY COUNSEL
 OWNER
 TITLE COMPANY
 CONTROLLER
 PUBLIC WORKS

Project: Reid-Hillview
 Parcel No.: T.I.T. 240585
 Grantor: Acosta

AGREEMENT FOR PURCHASE
 OF REAL PROPERTY

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

Isabel Marron Acosta

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 Three Thousand and no/100 Dollars----- (\$ 3,000.00).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except Paragraphs 3 and 4 as set forth in the Title

Insurance Preliminary Report No. 240585 dated August 27, 1962

and agrees that said deed will be deposited with the _____ & Trust Title Insurance Company in escrow account no. 240585 not later than 60 days after execution of this agreement by

the Owner. It is understood and agreed, however, between the parties hereto, that this paragraph will in no way invalidate Par. 11 of this agreement.

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.

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.

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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.

11. Payment of Escrow

It is understood and agreed, between the parties hereto, that the sum of FIFTY and No/100 DOLLARS (50.00) will be paid out of escrow to the Owner. The balance of the monies payable under this agreement will be applied against the existing liens and encumbrances of record as determined in Paragraph 3 of this agreement.

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 _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this 30th day of ~~April~~ MAY,
19 63 .

Isabel Marron Acosta
Isabel Marron Acosta

Owner

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

By _____
Deputy County Counsel

9/29/61

Appl. No. 240585

EXHIBIT A

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

BEGINNING at the most Westerly corner of Lot 40 at a point in the center line of Cunningham Avenue, as said Lot and Avenue are shown upon the recorded Map hereinafter referred to; thence running along said center line of Cunningham Avenue North $49^{\circ} 51'$ East 100 feet to the most Westerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Catarino Carlos, by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving said center line of Cunningham Avenue and running along the Westerly line of said parcel of land so conveyed to Catarino Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Southerly corner thereof, at a point in the Northerly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Carlos Franco, by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the said Northerly line South $49^{\circ} 51'$ West 100 feet to the point in the Westerly line of said Lot 40; thence along said Westerly line of Lot 40, North $40^{\circ} 09'$ West 165.15 feet to the point of beginning and being a portion of Lot 40, as shown upon the Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book "C" of Maps, page 57.

RIGHT OF WAY OR REAL PROPERTY DATA SHEET

To: Project: Reid=Hillview Parcel No.: 14-15
 Grantor: Chavez, Moses Address of Property: Rte. 3, Box 191 C San Jose
 Mailing Address: 361 Lyndale Ave., San Jose CL1-7523
 Total Ownership Area: Part Required: Remainder: None
 39,335 s.f. or ~~0.0903~~ ac 39,335 s.f. or ~~0.0903~~ ac

Unit Land Cost:	Budget	Appraisal	O.I.P. Deposit	Settlement
0.138 s.f. \$6,000 ac.	196	196		
Land Acquired: .903	\$5,418	\$5,418		\$5,418
39,335 s.f. - 903-934c				
Improvements:		1,332		1,332*

Severance:
 Benefits:
 Other Consideration:

Total Consideration-
 Offset by Benefits: \$6,750 \$6,750

Project Budget Data

Total Authorized: Cash payment in this Contract: \$6,750
 Balance after this acquisition: % obligated to date:
 Current Indicated Budget Status-Budget excess: Budget deficit:

1. Removal of Imps by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Land
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
- 10.
- 11.
- 12.

Description of Improvement Acquired

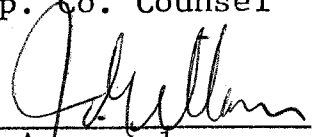
No. of Rooms	Area Sq. Ft.	Age	Condition
3	539	10	Poor

Remarks:
 Item #
 *Water is available only by transport. No inside plumbing.

Title Exceptions:

Title Co.: Title Insurance
 #240581 Date: Oct. 10, 1962
 Grantor Acquired: Dec. 3, 1958
 Date:
 I.R.S.: 3.30
 Appraised by: Staff
 Date: Sept. 62
 Type Title: Fee
 Zoning: R-1
 Access Rights:
 Suit Filed:
 O.I.P.
 Agreements: Attached
 Resolutions:
 Deeds: R/W file Maps:
 Negotiating Agent: Besson
 Dep. Co. Counsel

1. Taxes - clear
2. R/W Swift Lane, take subject to
3. P. G. & E. Electric line - take subject to.
4. P. G. & E. Electric line - take subject to.


 Approval

Authorized
 11-5-62
 ITEM No 25
 ENC No 18

Agenda 11/5/62 Item #
 Consumated: Item #
 To Escrow:

Date... **3/6/63**

To... **PUBLIC WORKS**

RUTH HARKNESS
.....

From office of
Santa Clara County
BOARD OF SUPERVISORS
Mrs. Jean Pullan, Clerk

70 West Rosa Street
San Jose 10, California
Cy. 9-2323

For your information and files
Please note and return
In accordance with your request

MESSAGE:

File
Bondensen, Anton, J.
Reid Hillview
Parcel No. 6

**RESOLUTION OF NOTICE OF INTENTION
TO PURCHASE REAL PROPERTY**

WHEREAS, The County of Santa Clara desires to purchase certain real property for the ultimate construction and development of expansion of an airport; and

WHEREAS, it is necessary to purchase certain real property for that purpose which is of a value in excess of Two Thousand Dollars (\$2,000.00); it is further necessary that a notice of the said purchase be made and published as provided in Section 25350 of the California Government Code; and

WHEREAS, the information required in the said section of the California Government Code is as follows:

1. Property proposed to be purchased is described as follows:

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

BEGINNING at an iron pipe set on the center line of Cunningham Avenue 60 feet wide at the most Westerly corner of Lot 39 as shown upon the Map herein referred to; thence along the center line of Cunningham Avenue North $49^{\circ} 51'$ East 230.00 feet to the most Westerly corner of that certain 1.00 acre tract of land conveyed by Anton J. Bondesen, et ux, to J. R. Lujan, et ux, by Deed dated May 27, 1946 and recorded May 28, 1946 in Book 1356 Official Records, page 228; thence leaving the center line of Cunningham Avenue and running along the Southwesterly line of said 1.00 acre tract, South $40^{\circ} 09'$ East 435.60 feet to an iron pipe set at the most Southerly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Vicente P. Castaneda, et ux, by Deed dated February 5, 1947 and recorded July 18, 1947 in Book 1442 Official Records, page 493; thence along the Northwesterly line of said parcel of land so conveyed to Castaneda South $49^{\circ} 51'$ West 230.00 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 435.60 feet to the point of beginning and being a portion of Lot 39 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the Office of the Recorder of the County of Santa Clara, State of California in Book C of Maps, page 57.

EXCEPTING THEREFROM that certain parcel of land conveyed by Anton J. Bondensen, et ux, to George A. Bustard by Deed Dated January 16, 1953 and recorded January 21, 1953 in Book 2566 Official Records, page 463, described as follows:

Beginning at a point on the Southeasterly line of Cunningham Avenue that is distant thereon South 49° 51' West 150 feet from the dividing line between Lots 39 and 40 of the Fillmore Tract, as said Avenue and Lots are shown on the Map herein referred to; thence continuing along said Southeasterly line of Cunningham Avenue South 49° 51' West 50 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South 40° 09' East 240 feet; thence running at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North 49° 51' East 50 feet; thence running parallel with said dividing line North 40° 09' West 240 feet to the point of beginning, and being a part of Lot 39 as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in Book C of Maps, page 57, Santa Clara County Records.

2. The purchase price shall be Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00).

3. The vendor is Anton J. Bondensen

4. This Board of Supervisors of the County of Santa Clara will meet to consummate the purchase on APR 1 , 1963.

NOW, THEREFORE, IT IS RESOLVED that this resolution shall be published once a week for three successive weeks prior to APR 1 , 1963, in a newspaper of general circulation in the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this day of MAR 4 1963, 1963, by the following vote:

AYES: Supervisors, Levin Della Maggiore Spangler Mehrkens Sanchez

NOES: Supervisors, None

ABSENT: Supervisors, None

R. J. Mehrkens

Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors

RESOLUTION TO CONSUMMATE
PURCHASE OF REAL PROPERTY

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, heretofore gave notice of its intention to purchase from Anton J. Bondensen for the sum of Seventeen Thousand and Five Hundred Dollars and No/100 Dollars (\$17,500.00), all that certain real property situate in the County of Santa Clara, State of California, and more particularly described as follows:

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

Beginning at an iron pipe set on the center line of Cunningham Avenue 60 feet wide at the most Westerly corner of Lot 39 as shown upon the Map herein referred to; thence along the center line of Cunningham Avenue North $49^{\circ} 51'$ East 230.00 feet to the most Westerly corner of that certain 1.00 acre tract of land conveyed by Anton J. Bondensen, et ux, to J. R. Lujan, et ux, by Deed dated May 27, 1946 and recorded May 28, 1946 in Book 1356 Official Records, page 228; thence leaving the center line of Cunningham Avenue and running along the Southwesterly line of said 1.00 acre tract, South $40^{\circ} 09'$ East 435.60 feet to an iron pipe set at the most Southerly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondensen, et ux, to Vicente P. Castaneda, et ux, by Deed dated February 5, 1947 and recorded July 18, 1947 in Book 1442 Official Records, page 493; thence along the Northwesterly line of said parcel of land so conveyed to Castaneda South $49^{\circ} 51'$ West 230.00 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 435.60 feet to the point of beginning and being a portion of Lot 39 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book C of Maps, page 57.

EXCEPTING THEREFROM that certain parcel of land conveyed by Anton J. Bondensen, et ux, to George A. Bustard by Deed dated January 16, 1953 and recorded January 21, 1953 in Book 2566 Official Records, page 463, described as follows:

Beginning at a point on the Southeasterly line of Cunningham Avenue that is distant thereon South $49^{\circ} 51'$ West 150 feet from the dividing line between Lots 39 and 40 of the Fillmore Tract, as said Avenue and Lots are shown on the Map herein referred to; thence continuing along said

Southeasterly line of Cunningham Avenue South 49° 51' West 50 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South 40° 09' East 240 feet; thence running at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North 49° 51' East 50 feet; thence running parallel with said dividing line North 40° 09' West 240 feet to the point of beginning, and being a part of Lot 39 as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in Book C of Maps, page 57, Santa Clara County Records.

WHEREAS, said notice was in the form prescribed by law and was duly published in the manner required by law in a newspaper of general circulation in said County; and

WHEREAS, the 1 day of APP, 1963, at the hour of 11:00 o'clock A.M., in the chambers of the Board of Supervisors of the County of Santa Clara, County Administration Building, 70 West Rosa Street, San Jose, California, was fixed as the time and place where said Board would meet to consummate said purchase, and said meeting having been held and it appearing to this Board that it is in the best interests of the people of the County of Santa Clara that said purchase should be made at the price and upon the terms set out in the notice of intention to purchase said property;

NOW, THEREFORE, BE IT RESOLVED that the County of Santa Clara purchase from Anton J. Bondensen all the property so described above for the sum of Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00).

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on this _____ day of APR 1 1963, 1963, by the following vote:

- AYES: Supervisors, Levin Della Maggiore ~~Spangler~~ Mehrkens Sanchez
- NOES: Supervisors, None
- ABSENT: Supervisors, Spangler

[Signature]
Chairman of the Board of Supervisors

ATTEST: JEAN FULLAN, Clerk
of the Board of Supervisors

[Signature]



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 30, 1962

IMPORTANT

When replying refer to

Our No. **240597**

Fee: \$52.50

Your No.

Hillview Airport

- Department of Public Works
- 20 West Rosa Street
- San Jose, California

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962

at 7:30 a.m.

B.M. Blanchard
B.M. BLANCHARD

Title Officer

Vestee:

ANTON J. BONDESEN, as his separate property

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Sale to the State of California on June 29, 1962 on account of non-payment of both installments of County and City Taxes for the fiscal year 1961-62, Assessment Number 489-14-6, Code Number 44-75. The amount necessary to redeem this sale on or before September 28, 1962 according to estimate furnished by county Tax Collector is \$220.41.
- Third:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Cunningham Avenue.
- Fourth:** Deed of Trust by Anton J. Bondesen and Helga P. Bondesen, his wife, to Live Oak Co., a corporation, as Trustee to secure the payment to Salinas Valley Savings-Loan Association, a corporation, of \$5,500.00 and additional advances, dated May 25, 1960 and recorded June 6, 1960 in Book 4815 Official Records, page 671. (Serial No. 1825918)
- Request that copies of Notices of Default and Notices of Sale under said Deed of Trust be mailed to Hazel L. Azevedo Rt. 7, Box 180-A, So. King Road, San Jose, California, was recorded April 6, 1961 in Book 5126 Official Records, page 550.
- Fifth:** Deed of Trust by Anton J. Bondesen, a widower, to City

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

Title Insurance Company, a California corporation, as Trustee to secure the payment to Hazel L. Azevedo, a married woman, as her sole and separate property, of \$3,000.00 and additional advances, dated April 3, 1961 and recorded April 6, 1961 in Book 5126 Official Records, page 551.(Serial No. 1977848)

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose as to Taxes, Assessments and/or Bonds.

Note 2: The above Vestee acquired title to premises by Deed from William Parmer to Anton J. Bondesen and Helga P. Bondesen husband and wife, as joint tenants, dated October 6, 1945 and recorded October 20, 1945 in Book 1288 Official Records, page 480, Serial No. 365009, and to which Deed revenue stamps were affixed in the sum of \$7.70.

The joint tenancy interest of Helga P. Bondesen has since been duly terminated of record.

Note 3: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value real estate	\$1,500.00
Assessed value improvement	\$850.00
Assessed value personal property	None

The address of the above Vestee as disclosed by the County Tax Rolls for the fiscal year 1961-62 is Rt. 7 Box 1918, San Jose, California.

DESCRIPTION

For description of the real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

rpf/pb

5 copies to Dept. of Public Works

EXHIBIT A

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

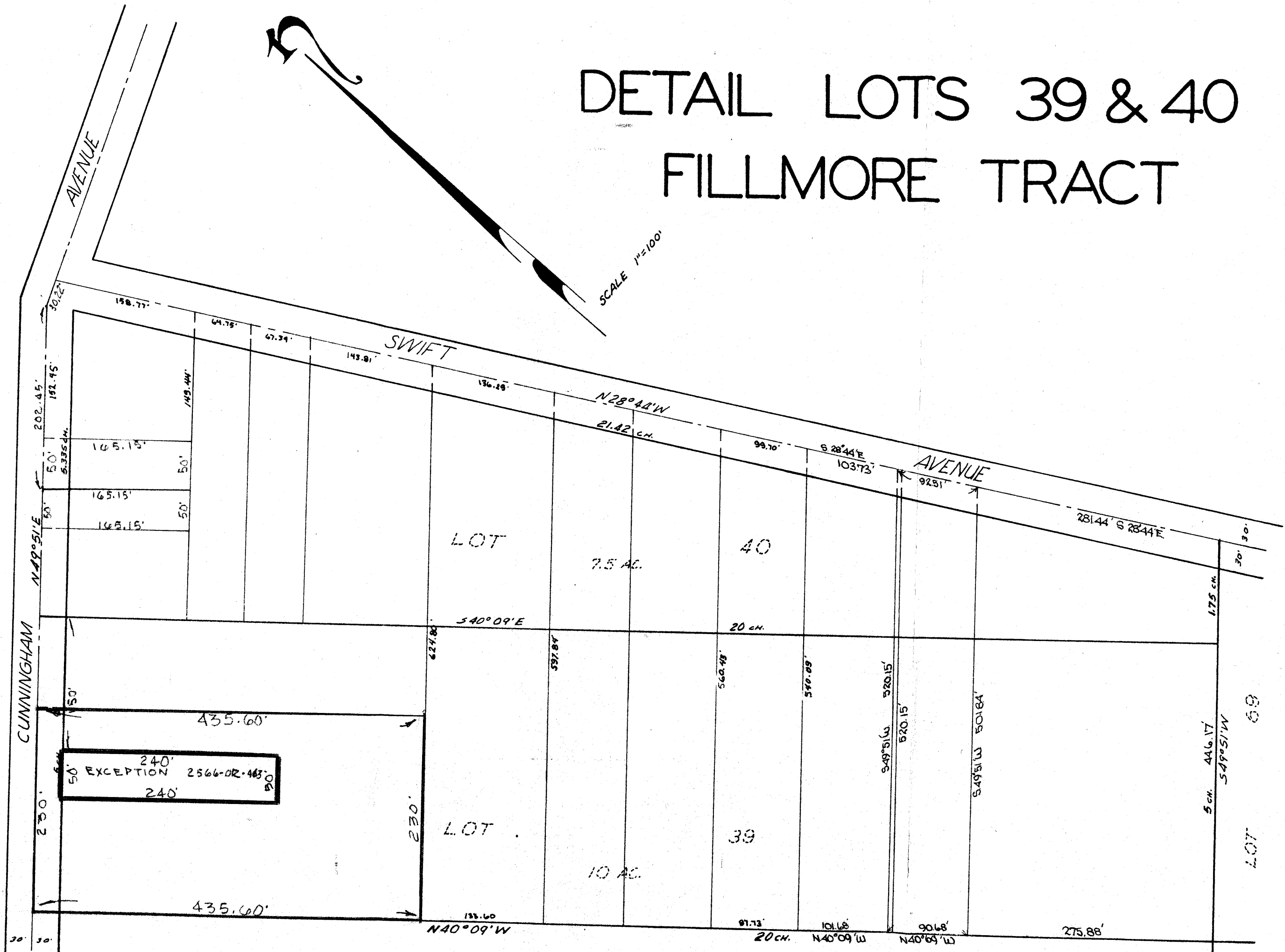
BEGINNING at an iron pipe set on the center line of Cunningham Avenue 60 feet wide at the most Westerly corner of Lot 39 as shown upon the Map herein referred to; thence along the center line of Cunningham Avenue North $49^{\circ} 51'$ East 230.00 feet to the most Westerly corner of that certain 1.00 acre tract of land conveyed by Anton J. Bondesen, et ux, to J. R. Lujan, et ux, by Deed dated May 27, 1946 and recorded May 28, 1946 in Book 1356 Official Records, page 228; thence leaving the center line of Cunningham Avenue and running along the Southwesterly line of said 1.00 acre tract, South $40^{\circ} 09'$ East 435.60 feet to an iron pipe set at the most Southerly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Vicente P. Castaneda, et ux, by Deed dated February 5, 1947 and recorded July 18, 1947 in Book 1442 Official Records, page 493; thence along the Northwesterly line of said parcel of land so conveyed to Castaneda South $49^{\circ} 51'$ West 230.00 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 435.60 feet to the point of beginning and being a portion of Lot 39 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book C of Maps, page 57.

EXCEPTING THEREFROM that certain parcel of land conveyed by Anton J. Bondesen, et ux, to George A. Bustard by Deed dated January 16, 1953 and recorded January 21, 1953 in Book 2566 Official Records, page 463, described as follows:

Beginning at a point on the Southeasterly line of Cunningham Avenue that is distant thereon South $49^{\circ} 51'$ West 150 feet from the dividing line between Lots 39 and 40 of the Fillmore Tract, as said Avenue and Lots are shown on the Map herein referred to; thence continuing along said Southeasterly line of Cunningham Avenue South $49^{\circ} 51'$ West 50 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South $40^{\circ} 09'$ East 240 feet; thence running at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 50 feet; thence running parallel with said dividing line North $40^{\circ} 09'$ West 240 feet to the point of beginning, and being a part of Lot 39 as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in Book C of Maps, page 57, Santa Clara County Records.

DETAIL LOTS 39 & 40 FILLMORE TRACT

SCALE 1"=100'





Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

Fee: \$15.00

IMPORTANT


When replying refer to
Our No. 240597

Hillview Airport
Your No.

AMENDED REPORT

- Department of Public Works
- 20 West Rosa Street
- San Jose, California

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of April 3, 1963 at 7:30 a.m. 
B. M. BLANCHARD Title Officer

Vestee: **ANTON J. BONDESEN,**
as his separate property

Exceptions:

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 Cunningham Avenue.
3. Deed of Trust by Anton J. Bondesen and Helga P. Bondesen, his wife, to Live Oak Co., a corporation, as Trustee to secure the payment to Salinas Valley Savings-Loan Association, a corporation of \$5,500.00 and additional advances, dated May 25, 1960 and recorded June 6, 1960 in Book 4815 Official Records, page 671. Recorder's Serial Number 1825918.

Request that copy of any Notice of Default and copy of any Notice of Sale under said Deed of Trust be mailed to Hazel L. Azevedo, Rt. 7, Box 180-A, So. King Road, San Jose, California, was recorded April 6, 1961 in Book 5126 Official Records, page 550.

4. Deed of Trust by Anton J. Bondesen, a widower, to City Title Insurance Company, a California corporation, as Trustee, to secure the payment to Hazel L. Azevedo, a married woman, as her sole and separate property, of \$3,000.00 and additional advances, dated April 3, 1961 and recorded April 6, 1961 in

Book 5126 Official Records, page 551. Recorder's Serial Number 1977848.

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose, as to taxes, assessments and/or bonds.

Note 2: The above Vestee acquired title to premises by Deed from William Parmer to Anton J. Bondesen and Helga P. Bondesen, husband and wife, as joint tenants, dated October 6, 1945 and recorded October 20, 1945 in Book 1288 Official Records, page 480, Recorder's Serial Number 365009, and to which Deed there were affixed Revenue Stamps in the sum of \$7.70.

Note 3: Both installments of County and City taxes for the fiscal year 1962-63, have been paid. Assessment Number 489-14-6.

First installment	\$105.13
Second installment	\$105.13

Note 4: The assessed valuations of premises for County and City taxes for the fiscal year 1962-63, are as follows:

Assessed value real estate	\$1,500.00
Assessed value improvement	\$850.00
Assessed value personal property	NONE

The address of the above Vestee, as disclosed by the

County Tax Collector is Route 7, Box 1918, San Jose, California.

DESCRIPTION

For description of the real property referred to herein, see EXHIBIT A attached hereto and made a part hereof.

MLF/JL

5 copies to Applicant

EXHIBIT A

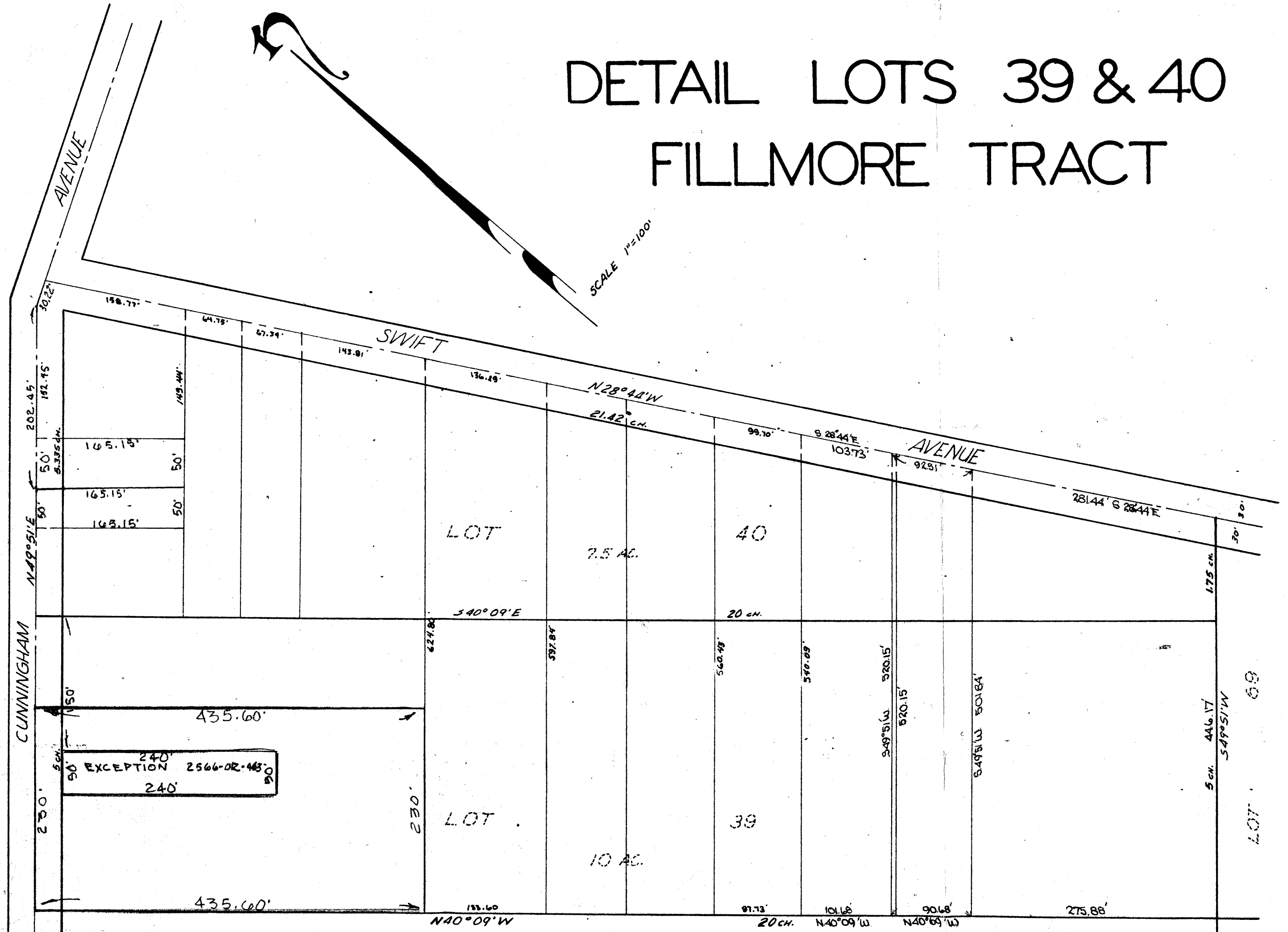
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DETAIL LOTS 39 & 40 FILLMORE TRACT



Bond usey, Arthur

Scanned SEP 27 2006

2405534

REIN ALIEN REPORT

X. T. Application No. 240597

BOOK 6029 PAGE 245

I.R.S.

Grant ~~Deed~~ Individual

2405534

BOOK 6029 PAGE 245

ANTON J. BONDESEN, as his separate property

the first part Y, hereby GRANT TO COUNTY OF SANTA CLARA, State of California

the second part Y, all the real property situated in the City of San Jose, County of Santa Clara, State of California, described as follows:

Official Seal of Santa Clara County, California

AS DESCRIBED IN ATTACHED EXHIBIT "A"

WITNESS my hand this Signed and delivered in the presence of:

January 18, 1963

Anton J. Bondesen

STATE OF CALIFORNIA COUNTY OF SANTA CLARA

On this 18th day of January, 1963 before me, W. Chapman

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

Anton J. Bondesen

known to me

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he

entered the

W. Chapman

Notary Public

2405534

Appl. No. 240597

BOOK 6029 PG 246

EXHIBIT A

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

BEGINNING at an iron pipe set on the center line of Cunningham Avenue 60 feet wide at the most Westerly corner of Lot 39 as shown upon the Map herein referred to; thence along the center line of Cunningham Avenue North $49^{\circ} 51'$ East 230.00 feet to the most Westerly corner of that certain 1.00 acre tract of land conveyed by Anton J. Bondesen, et ux, to J. R. Lujan, et ux, by Deed dated May 27, 1946 and recorded May 28, 1946 in Book 1356 Official Records, page 228; thence leaving the center line of Cunningham Avenue and running along the Southwesterly line of said 1.00 acre tract, South $40^{\circ} 09'$ East 435.60 feet to an iron pipe set at the most Southerly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Vicente P. Castaneda, et ux, by Deed dated February 5, 1947 and recorded July 18, 1947 in Book 1442 Official Records, page 493; thence along the Northwesterly line of said parcel of land so conveyed to Castaneda South $49^{\circ} 51'$ West 230.00 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 435.60 feet to the point of beginning and being a portion of Lot 39 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book C of Maps, page 57.

EXCEPTING THEREFROM that certain parcel of land conveyed by Anton J. Bondesen, et ux, to George A. Bustard by Deed dated January 16, 1953 and recorded January 21, 1953 in Book 2566 Official Records, page 463, described as follows:

Beginning at a point on the Southeasterly line of Cunningham Avenue that is distant thereon South $49^{\circ} 51'$ West 150 feet from the dividing line between Lots 39 and 40 of the Fillmore Tract, as said Avenue and Lots are shown on the Map herein referred to; thence continuing along said Southeasterly line of Cunningham Avenue South $49^{\circ} 51'$ West 50 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South $40^{\circ} 09'$ East 240 feet; thence running at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 50 feet; thence running parallel with said dividing line North $40^{\circ} 09'$ West 240 feet to the point of beginning, and being a part of Lot 39 as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in Book C of Maps, page 57, Santa Clara County Records.

240597-1111-1763

Moses, C

240581



RECORDING REQUESTED BY

2300067

2300057

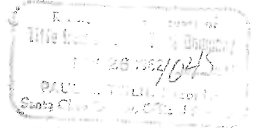
240581 EXT

BOOK 5903 PG 405

BOOK 5903 PG 403

AND WHEN RECORDED MAIL TO

Name: County of Santa Clara
County Counsel
Address: 70 West Ross Street
City: San Jose, California



SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessment No. 439-14-15

Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Moses CHAVEZ and RUTH RUIZ CHAVEZ, husband and wife

hereby GRANT to

COUNTY OF SANTA CLARA, state of California

the following described real property in the County of Santa Clara, State of California:

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 290.37 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, thence along said center line of Swift Avenue, South 28° 44' East 143.61 feet; thence parallel with the Southeastern line of Lot 40, as shown on said Map South 49° 51' East 204.82 feet to the dividing line between Lots 39 and 40 as shown on said Map, thence along said dividing line North 40° 09' West 140.95 feet to a point which bears South 49° 51' West and parallel with said Southeastern line of Lot 40, 323.24 feet from the point of beginning, thence North 49° 51' East and parallel with said Southeastern line of Lot 40, 323.29 feet to the point of beginning containing 1 acre, more or less, and being a portion of Lot 40 as shown and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which said Map was recorded February 14, 1908 in the office of the County Recorder of the County of Santa Clara, State of California, in Book 6 of Maps, page 7.

2300067 NOV 26 1904

Witness my hand and seal this 26th day of November, 1904.

Ruth Ruiz Chavez
RUTH RUIZ CHAVEZ

Witness my hand and seal this 26th day of November, 1904.

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

File Date: _____
Recorded: _____



SWIFT-LN.
off
CUNNINGHAM
MOSES CHAVEZ

septic tank
#6035 -
~~1947~~



B.P.
B 58185

Job Swift Ave PERMIT No. _____

ATTENTION Moses Chavez
CHECK _____

- () YOUR REQUESTED INSPECTION COULD NOT BE APPROVED FOR THE REASONS CHECKED.
() A PARTIAL INSPECTION WAS APPROVED SUBJECT TO THE FOLLOWING CHECKED ITEMS.

- () COULD NOT FIND PROPERTY STAKES.
() FOUNDATION TO BE 12" WIDE, EXCAVATED 12" BELOW ORIGINAL GROUND renewed side
() FOUNDATION TO BE KEYED IN 6" BELOW THE UNDER HOUSE EXCAVATION.
() TOP OF FOUNDATION TO BE 6" ABOVE FINISH GRADE.
(ABOUT 9" ABOVE CROWN OF ROAD.)
() PROVIDE APPROVED SEPARATION BETWEEN JOISTS AND PORCH SLAB.
() ATTACHED GARAGE TO HAVE HOUSE TYPE FOUNDATION.
() PLACE GIRDERS, PIERS OR DOUBLE JOISTS UNDER ALL BEARING PARTITIONS.
() PROVIDE 18" CLEARANCE UNDER JOISTS (INCLUDING JOISTS AND PLANK.
() BRACING INADEQUATE: () WALL. () ROOF.
() PROVIDE 18 X 18 ATTIC ACCESS IN HALL OR PORCH.
() SOLID CORE DOOR (1-3/8") REQUIRED TO ATTACHED GARAGE OR CARPORT.
() SHEETROCK TO HAVE ALL JOINTS SOLID BACKED AND TAPED ON GARAGE SIDE OF WALL.
() PROVIDE GARAGE VENTS. (60 SQ. IN. PER CAR.)
() DO NO FURTHER WORK. PLEASE CONTACT OFFICE BETWEEN 8 A.M. AND 9:30 A.M.
() PROVIDE CURB AND COVER FOR CRAWL HOLE.
() THE FOLLOWING WORK OR CORRECTIONS TO BE COMPLETED.

WHEN REQUIRED WORK OR CORRECTIONS ARE COMPLETED CALL FOR RE-INSPECTION.

DATE
10-BI-30-B

1450711

7/7/59

B. Thompson
BUILDING INSPECTOR

This is to notify
you to proceed no
farther with this
construction before
contacting the
Santo Clara Bldg
Insp. Dept at
7-1st St, Rosa
San Jose.

B Thompson
Insp.



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 10, 1962

Fee: \$52.50

IMPORTANT

When replying refer to
Our No. **240581**

- Department of Public Works
- 20 West Rosa Street
- San Jose, California

Hillview Airport
Your No.

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962

at 7:30 a.m.

B.M. Blanchard
B.M. BLANCHARD

Title Officer

Vestee:

MOSES CHAVEZ and RUTH RUIZ CHAVEZ,
husband and wife, as joint tenants

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Avenue.
- Third:** Right to erect, construct, reconstruct, replace, repair, maintain and use for the transmission and distribution of electricity, a single line of towers, and suspended upon and supported by such towers, all wires which the Grantee may from time to time deem to be reasonably required for those purposes and telephone and telegraph wires for the private use of the Grantee, and all necessary and proper cross-arms, braces, connections, fastenings and other appliances and fixtures for use in connection with said towers and wires, and also a right of way along the same extending across premises as follows:

Beginning at a point in the Northwesterly line of said Lot 40, (Said Boundary line being marked by the center line of Cunningham Avenue) from which the intersection of the Southwesterly Boundary line of said Lot 40 with the Southeasterly boundary line of Cunningham Avenue, (Said intersection being marked by the intersection of fences now upon the ground) bears South 7° 39'

East 35.7' distant, and running thence South 39° 20'
East 1300', more or less, to a point in the Southwesterly Boundary
line of said Lot 40,

as granted by John Andrews and Marena Andrews, husband
and wife, to Pacific Gas and Electric Company, a corporation
by instrument dated December 20, 1932 and recorded
February 11, 1933 in Book 638 of Official Records, page
360.

Said instrument recites in part as follows:

Said Grantor, for the consideration aforesaid does further
grant unto said Grantee, its successors and assigns, the
right, easement or servitude of using said right
of way for any and all purposes connected with the erection,
construction, reconstruction, replacement, repair, maintenance
and use, for the purposes aforesaid, of such towers, wires
and appurtenant structures; and also the right of ingress
to and egress from said right of way by a practicable route
or routes across the aforesaid lands of said Grantor.

The Grantee hereby agrees that all transmission wires to be
suspended on said towers of the Grantee shall be maintained
at least 30', and all telephone and telegraph wires at
least 25', above the average natural surface of the ground
at the lowest part of such respective wires.

In exercising the right of ingress and egress hereby granted
the Grantee, shall, whenever practicable, use existing roads,
or lanes, and shall repair any damage which may be caused
by its use thereof.

The Grantee in the exercise and enjoyment of the rights
hereby granted, shall avoid unreasonable interference
with such use by the Grantor and the latter's successors
in estate of the aforesaid right of way for mining and
agricultural purposes as is not inconsistent with the
Grantee's full enjoyment of the rights hereby granted;
provided, however, that the Grantor and the latter's successors
in estate shall not erect or construct or permit to be
erected or constructed, any building or other structure, or
drill or operate any water, or oil, well, within
15' of the above described line.

Fourth: Right of way for electric and telephone transmission line
over the Northeasterly 6 feet of Lot 40 hereinafter
referred to, as granted by Anton J. Bondesen, et ux,
to Pacific Gas and Electric Company and The Pacific

Telephone and Telegraph Company, California corporations, by Deed dated August 23, 1946 and recorded October 23, 1946 in Book 1384 of Official Records, page 270, and reference is hereby made to the record thereof for further particulars.

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose, as to Taxes, Assessments and/or Bonds.

Note 2: Both installments of County and City Taxes for the fiscal year 1961-62 have been paid. Assessment Number 489-14-15. Code Number 44-75.

First installment	\$47.02
Second installment	\$47.02

Note 3: The above Vestees acquired title to premises by Deed from John Chavez and Ruth Chavez, husband and wife, dated June 18, 1958 and recorded December 31, 1958 in Book 4276 of Official Records, page 130, Recorder's Serial Number 1564472, and to which Deed there were affixed revenue stamps in the sum of \$3.30.

Note 4: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value real estate	\$800.00
Assessed value improvements	300.00
Assessed value personal property	NONE

The address of the above vestee as disclosed by the County Tax Rolls for the fiscal year 1961-62 is Route 7, Box 191C Swift Lane, San Jose, California.

DESCRIPTION

For description of the real property referred to herein
see EXHIBIT A attached hereto and made a part hereof.

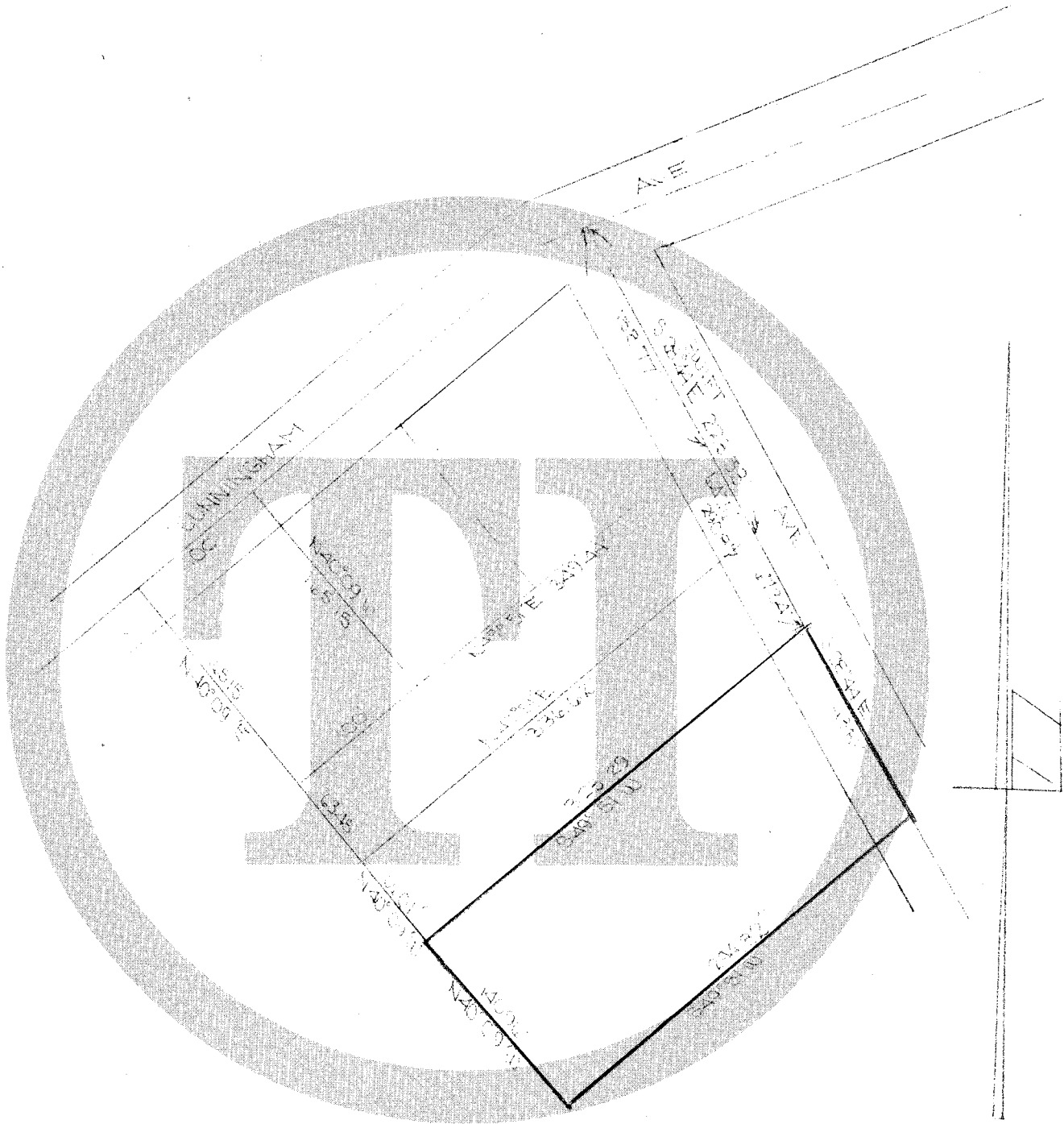
et/jf
5 copies to Dept. of Public Works

EXHIBIT A

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

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South $28^{\circ} 44'$ East 290.87 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, thence along said center line of Swift Avenue, South $28^{\circ} 44'$ East 143.81 feet; thence parallel with the Southeasterly line of Lot 40, as shown on said Map South $49^{\circ} 51'$ West 294.82 feet to the dividing line between Lots 39 and 40 as shown on said Map, thence along said dividing line North $40^{\circ} 09'$ West 140.96 feet to a point which bears South $49^{\circ} 51'$ West and parallel with said Southeasterly line of Lot 40, 323.29 feet from the point of beginning, thence North $49^{\circ} 51'$ East and parallel with said Southeasterly line of Lot 40, 323.29 feet to the point of beginning containing 1 acre, more or less, and being a portion of Lot 40 as shown and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which said Map was recorded February 14, 1888 in the office of the County Recorder of the County of Santa Clara, State of California, in Book C of Maps, page 57.

1971-1972
236 VC
11/18



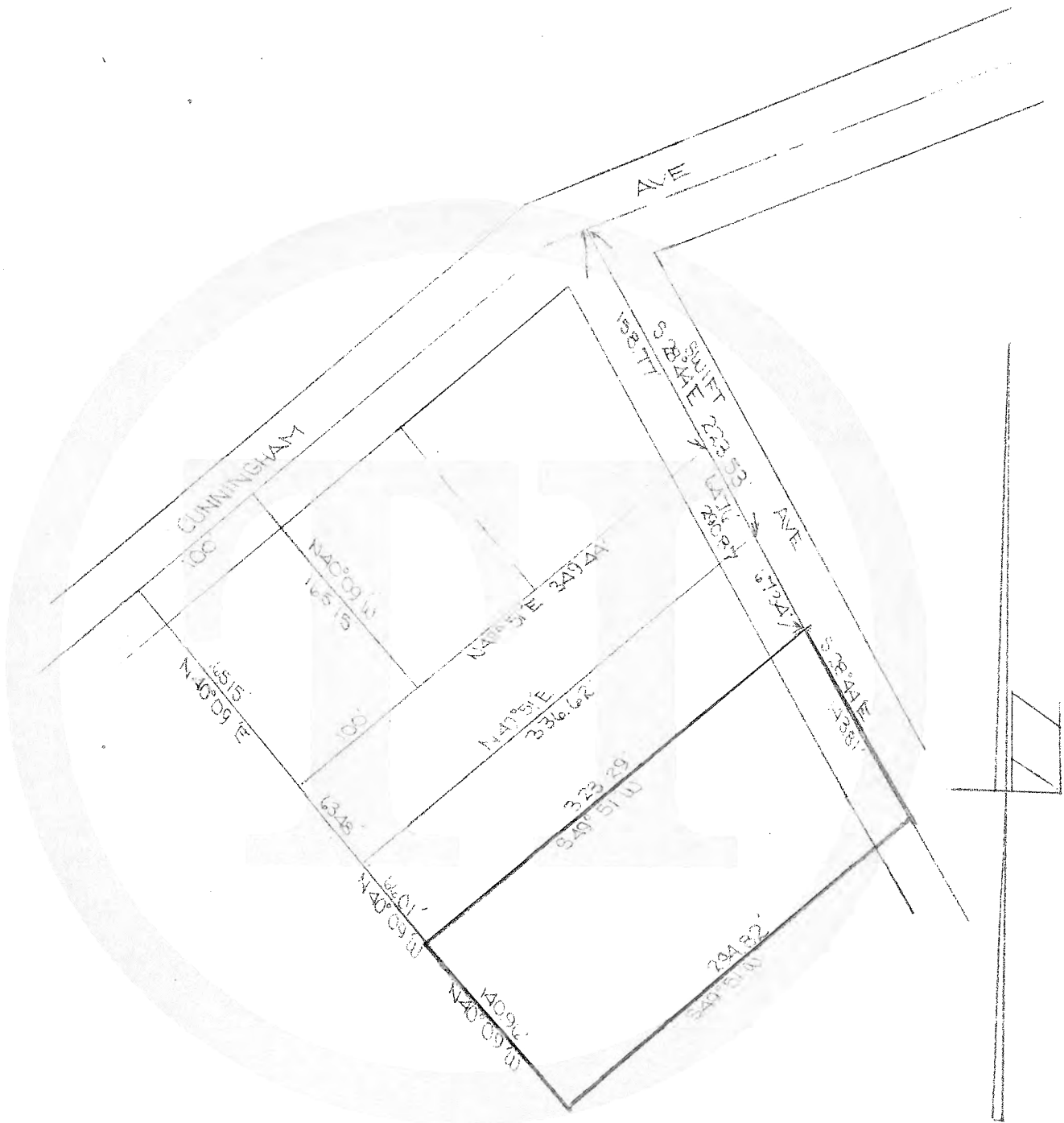
WITH LOT 40

PLUM TRE TR

DETAILED 11/18/72



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



PTN LOT 40

FULLMORE TR

DETAIL 105C/57



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

OFFICE OF THE COUNTY COUNSEL

County of Santa Clara

Date: **January 3, 1963**

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

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

Project: **Reid Hillview Airport**

Parcel No.:

Grantor: **Moses Chaves**

Deed recorded - Date: **11-26-62**
Book: **5803**
Page: **435**

Order to Cancel Taxes is/is not enclosed

SPENCER M. WILLIAMS
County Counsel

By **Gerald J. Thompson**
Deputy County Counsel

Copies:

Public Works - Right of Way Section **with statement.**
County Counsel

GJT:bn
WMS:mab - 11/61

COUNTY OF SANTA CLARA

Office of the COUNTY COUNSEL

SPENCER M. WILLIAMS

COUNTY COUNSEL

JOHN R. KENNEDY

WILLIAM M. SIEGEL

ASSISTANT COUNTY COUNSELS

DEPUTIES:

JOAN A. SYMON

ROBERT S. STURGES

ROBERT P. MCNAMEE

RICHARD S. HARRISON

JOHN B. GUNN

SELBY V. I. BROWN, JR.

MARVIN G. HAUN

GERALD J. THOMPSON

JOSEPH G. SCHUMB, JR.

BOND & TAX CLERK

DOROTHY V. FANNING

ZONING INVESTIGATOR

ROBERT R. FEDDE

COUNTY ADMINISTRATION BUILDING

70 WEST ROSA STREET

SAN JOSE 10, CALIFORNIA

TELEPHONE CYPRESS 9-2111

November 19, 1962

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

Re: Escrow No. 240581 - Acquisition by the County
of Santa Clara from Moses Chavez, et ux.

Gentlemen:

This letter and the enclosed agreement of sale will constitute your escrow instructions in connection with the above property.

1. You are authorized and instructed to receive into escrow the enclosed warrant in the sum of \$6,750.
2. You are instructed to receive an executed deed having a property description corresponding to that used in the agreement of sale. A certificate of acceptance of deed is enclosed. Upon receipt of said deed, you are instructed to issue a title insurance policy in favor of the County of Santa Clara insuring title free and clear of all liens and encumbrances. Purchaser will, however, take subject to items two, three, and four as shown on your preliminary title report number 240581 dated October 10, 1962. Title shall be insured in the amount of the purchase price.
3. Taxes will be prorated as of close of escrow in accordance with provision number five of the agreement.
4. Purchaser will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way Section.
5. You are further instructed that no revenue stamps are to be issued.

COPY

Title Insurance and Trust Company
November 19, 1962
Page 2

6. Upon close of escrow please forward the recorded deed and title insurance policy to the Office of the County Counsel for inspection and approval.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By
Gerald J. Thompson
Deputy County Counsel

GJT:cw

Enc: Warrant
Agreement
Certificate of Acceptance

cc: Department of Public Works
Right of Way Section

Mr. and Mrs. Moses Chavez
361 Lyndale Avenue
San Jose, California

2017 OCT 13 10 28 AM '85
COUNTY OF
PUBLIC WORKS
RECEIVED

ADDRESS	LOT ()	Forms
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		Frame
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		Bond
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		Beam
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		P1bg R
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		F
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		R
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		PR
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		Gas
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		F
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		Gas Conv.
<i>10000</i> <i>10000</i> <i>10000</i> <i>10000</i>		Date
OWNER	CHECK CALLER	AM
<i>10000</i>	<i>10000</i>	PM
CONTRACTOR		PERMITS
<i>10000</i>	<i>10000</i>	YES
NEW OWNER		NO
<i>10000</i>	<i>10000</i>	
	COMMERCIAL	
	RESIDENTIAL	
	PERMITS	
	YES	
	NO	

1657
I left a

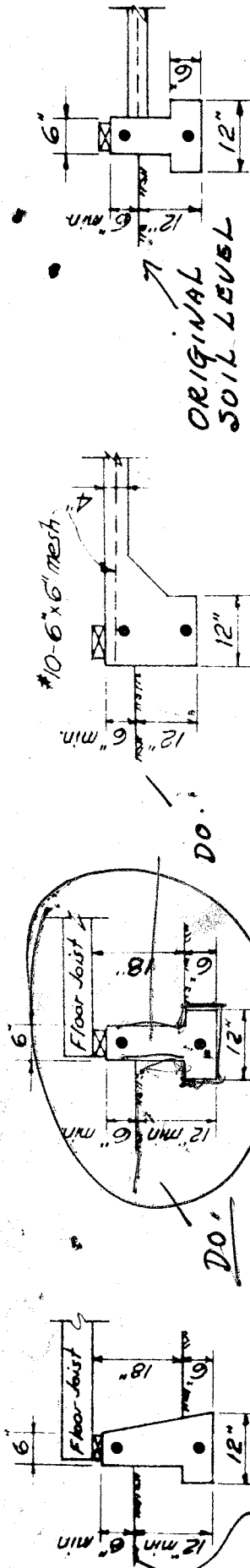
note to
reunite house.

If they can
Raone

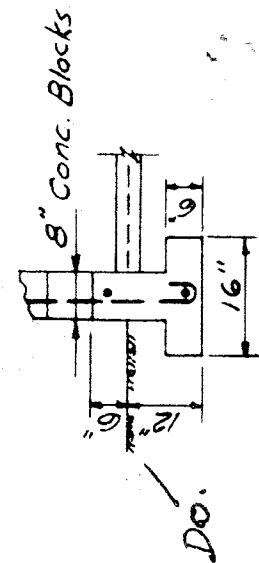
it was
reported they they
will not have
to reunite whole
House

Albott
7/26

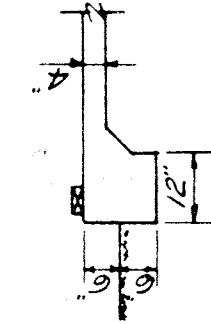
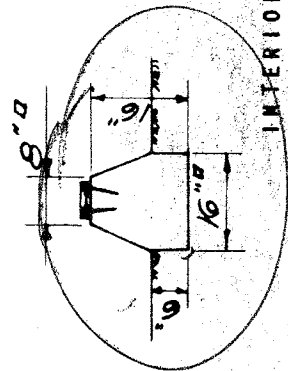
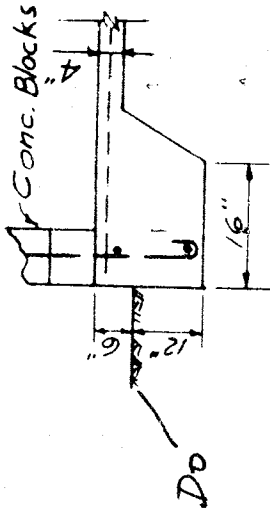
ACCEPTABLE FOUNDATIONS
for
SINGLE STORY DWELLINGS and GARAGES



WOOD FRAME CONSTRUCTION



CONCRETE BLOCK CONSTRUCTION



DETACHED GARAGE FOUNDATIONS

- NOTE: 1. ALL EXTERIOR FOUNDATIONS MUST BE CONTINUOUS.
2. IF GARAGE IS ATTACHED, FOUNDATION MUST BE HOUSE TYPE.
3. USE AT LEAST TWO 1/2 INCH REINFORCING BARS IN EXTERIOR FOUNDATIONS ON ADOBE SOIL.
4. WHEN CONCRETE SLAB IS PLACED ON ADOBE, REINFORCE WITH NO. 10 SIX INCH MESH.

SANTA CLARA COUNTY
BUILDING INSPECTION DEPARTMENT

Date: Sept 4 1959
To: Mr. Walter Gray
From: B. Thompson
SUBJECT: Dept. Program

MEMORANDUM

County of Santa Clara

Dept: Public Wks.

1- P. G. + E called me some weeks ago re a shack on Swift Ln. off Cunningham which is directly under a hi voltage line + on which an addition was being built in their P.U.E. I stopped the job, made a quick survey of the shack + deemed it unworthy to move. The owner came in + said he had about 1 acre in the plot + in 1947 had secured a septic tank permit # 6035 + had installed it + had it inspected but never hooked up to it as it was way up front near street

Date: Sept. 4 1959
To: _____
From: _____
SUBJECT: Moses Chores job

MEMORANDUM

County of Santa Clara

Dept: _____

He asked permission to secure a bldg permit + move this shack up front + connect to septic tank. (Incidentally, I had "Health" check tank + they O.K'd. for use). I agreed provided he submitted plans on fnd., girders + floor joist to meet code. (Anything like it is unheard of in this area) Before leaving + not being able to consult you on this one, I submitted the details to Mr. Enoch + he agreed that it would be O.K. to allow them to move even if it would not be quite to code. Plans submitted are not satisfactory + I'm going

Date: _____

To: _____

From: _____

SUBJECT: Moses Chavez

MEMORANDUM

County of Santa Clara

Dept: _____

FORM PD 14

today I try to correct this part. at least moving it up front will eliminate 2 hazards. One of not being connected to an accepted sawing facility & 2 - getting it away from the danger zone.

Bruce

FORM NO. B3a 102155 2m
SURVEY OF BUILDING

Directly under
the tension line
Cunningham P.G. & E.

Present Location Swift Lane

Present Owner Moses Cheney

Mailing Address same

New Location same lot (in front)

New Owner same A-1

Mailing Address 5-25

House Mover _____

Size of Building Width 12' Length 24' ^{in rear?} Type ?

Proposed Occupancy residence

Condition of Building on fire

(2x4 floor joist 30" OC. span 5ft) 2x6 Rafter 24" OC
4x4 girders span 7 ft. (shed roof)
exterior sheathed + brick design asphalt.
floor plywood - interior sheetrock

Condition of Plumbing not connected to septic tank
bath tub not connected. sink drain on top
of ground. toilet ?

Condition of Electric unknown

Required Improvements Building addition in rear
without permit. - addition has 7'-3" ceiling ht.
Has approved septic tank in front of lot

Permit # 58185
Build #

Suitable to Move no Inspected By B Thompson

Application No. M _____ Date Posted _____

SURVEY OF BUILDING TO BE MOVED

Present Location Swiff Lane off Cunningham

Present Owner Wesley H. Smith

Mailing Address same

New Location same lot

New Owner same

Mailing Address same

House Mover _____

Size of Building Width 13' Length 30' Type 2

Proposed Occupancy residence

Condition of Building in fair

one floor just 2nd oc. upon 5 ft
one quarter upon 7 ft. (bedroom)
interior of all 4 brick disjunct
floor plywood - interior of tanks

Condition of Plumbing not connected to water tanks

Condition of Electric unknown

Required Improvements Building a addition on rear
with a permit - addition has 7' height

Suitable to Move no Inspected By R. H. Harper

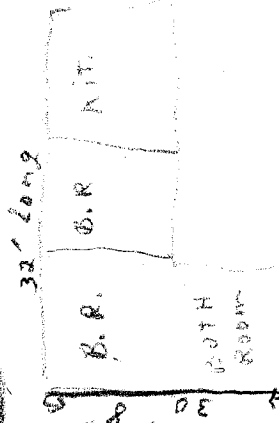
Application No. M Date Posted _____

File This Sheet With Matching Application Sheet

70.25'

SWIFT

73.56'

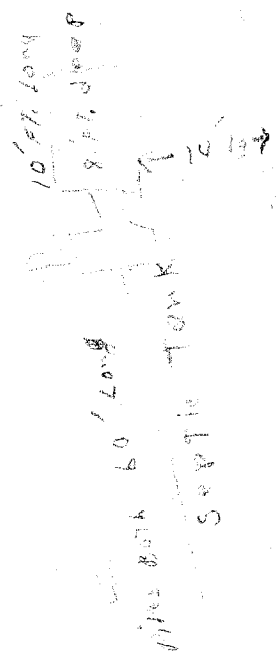


32' long

19' apart

5' apart

309.38



28.462

Plot Plan (A.)

323.29

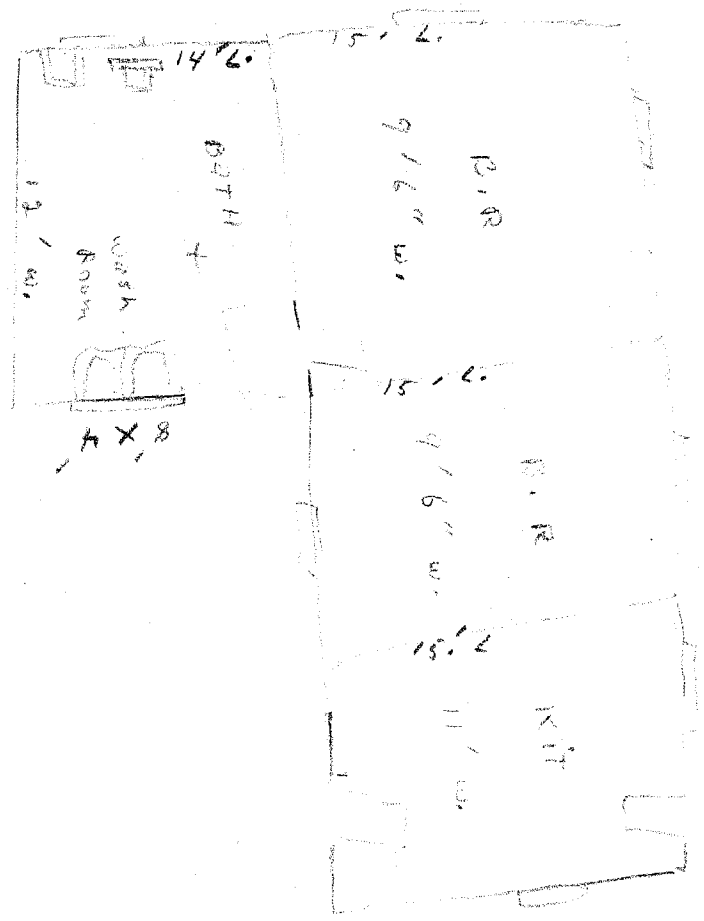
72.10

ONE ACRE

68.86

ONE 20VE FLOOR PLAN B.

- 7 Windows all 3' wd. 2'4" long.
- 1 Bath window 6' width 4' length
- 4 Doors 6'10" long - 2'8" wide

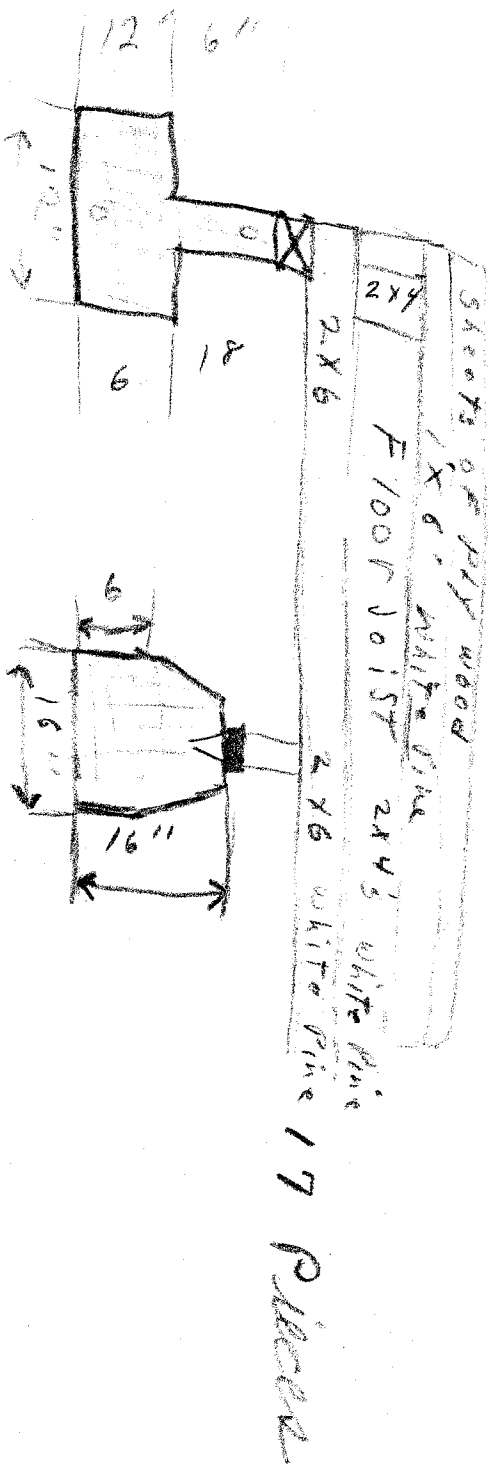


SECTION TANK

SWIFT
 AVENUE

STRUCTURAL PLAN 2.

FLOOR & FOUNDATION



ROOF CONSTRUCTION

- Roofing Paper
- Sheets Block Paper
- 1x8 white pine
- 2x4 white pine
- 2x6 white pine
- Chick rock sheets

- WALL CONSTRUCTION
- Chick rock sheets
- 2x4 white pine
- 1x8 red wood
- First Brick Siding

SANTA CLARA COUNTY
DEPARTMENT OF PUBLIC WORKS
BUILDING INSPECTION DIVISION
20 W. Rosa Street, San Jose
CY. 5-1050 Ext. 383

RESIDENTIAL BUILDINGS

1. A SEWAGE DISPOSAL PERMIT is to be secured prior to the issuance of a BUILDING PERMIT.
 - a. If a septic tank is to be installed, submit three (3) plot plans to the Health Department, 2220 Moorpark Avenue (near So. Bascome Avenue,) CY. 7-1636, and secure a SEPTIC TANK PERMIT.
 - b. If there is to be a sanitary sewer connection, secure a connection permit from the SANITATION DISTRICT ENGINEER or a SANITARY DISTRICT. District addresses available on request.
2. Fill out a BUILDING PERMIT APPLICATION.
 - a. The application is to be countersigned by the COUNTY ENGINEER or deputy, after he has reviewed the plot plan for building site.
 - b. The application is to be countersigned by the PLANNING DIRECTOR or deputy, after he has reviewed the plot plan for zoning requirements.
3. Present two sets of plans, to scale, and on blueprint paper about 18" x 24" minimum in size. One set is to be retained by our department and the other will be stamped by our department and returned to the applicant for the "job set." The "job set" of plans must be on the job when inspections are made. Show the following on this set of plans:
 - a. PLOT PLAN - showing location of new building, and also location of ALL other buildings on the lot. This plot plan should show all front, side, and rear setback distances, and distances between buildings.
 - b. FLOOR PLAN - showing location, size, and use of rooms, and location and size of windows and doors.
 - c. STRUCTURAL PLANS - to show the foundations, structural elevations and details pertinent to the framing of the building. Foundation sheets and other data available upon request.
 - d. ELECTRICAL AND PLUMBING WORK - all electrical and plumbing work shall be performed by licensed contractors. Show fixtures and outlets on plan.

NOTE:

new 2x6 joist porting pad.

1. Engineering calculations are to be submitted for all buildings requiring structural design. Calculations shall be prepared by a Registered Civil or Structural Engineer or Architect. In addition, Engineers preparing such plans shall conform to the State Board of Registration rulings on the responsibility of the Engineer in the preparation of the plans.

2. Fees are as prescribed by Ordinance.
3. Make all checks payable to the "County of Santa Clara."
4. No permits issued without required plans.
5. Electrical and plumbing permits are required in addition to the building permit.
6. Contractors shall assume the responsibility for called inspections conforming to department requirements in this respect. In general, framing inspections called in before 5 p.m. will be handled within 24 hours. Plumbing and electrical inspections require 48 hours notice.
7. The Building Inspection Division will accept, on certain occasions, an engineer's report in lieu of their own inspections, if the contractor or owner provides continuous engineering inspections during construction.
8. Home owner's permits will be issued for construction, electrical and plumbing work, if applicant indicated the intent to do his own work. In the event inspection shows applicant is unable to perform this work satisfactorily, the work must be performed by licensed contractors. Home owners assume same responsibility as contractors.
9. Agricultural exemptions will be granted under certain conditions. Request agricultural exemption rules if so desired.
10. Structural plans and calculations are to be prepared in accordance with the 1952 Uniform Building Code, as modified by Ordinance 792, with amendments to date.
11. It is the responsibility of the engineer or the architect to inform himself of the provisions of the above ordinances.

Please note the following Sections of the U.B.C. 1952 Edition: Section 301(d) INFORMATION ON PLANS AND SPECIFICATIONS. Plans and specifications shall be drawn to scale upon substantial paper or cloth and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that it will conform to the provisions of this Code and all relevant laws, ordinances, rules and regulations. The first sheet of each set of plans shall give the house and street address of the work and the name and address of the owner and person who prepared them. Plans shall include a plot plan showing the location of the proposed building and of every existing building on the property. In lieu of detailed specifications, the Building Official may approve references on the plans to a specific section or part of this Code or other Ordinances or laws.

Computations, stress diagrams and other data sufficient to show the correctness of the plans, shall be submitted when required by the Building Official.

Section 301(c) VALIDITY. The issuance or granting of a permit or approval of plans and specifications shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code. No permit presuming to give authority to violate or cancel the provisions of this Code shall be valid, except insofar as the work or use which it authorizes is lawful.

The issuance of a permit based upon plans and specifications shall not prevent the Building Official from thereafter requiring the correction of errors in said plans and specifications or from preventing building operations being carried on thereunder when in violation of this Code or of any other County ordinance.

Project: Reid - Hillview

Parcel No.: 14-15

Grantor: Chavez, Moses and Ruth
Ruiz

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Moses Chavez and Rutch Ruiz Chavez, husband and wife

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

1. Agreement to Sell

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

2. Purchase Price

The County agrees to pay the Owner, as and for the purchase price of said property, improvements and fixtures, the sum of Six Thousand Seven Hundred Fifty and no/100 ----- (\$6,750.00-----).

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 exceptions 2, 3 and 4 Preliminary 240581, Title Trust and Insurance dated October 10, 1962

and agrees that said deed will be deposited with the Title Insurance Title Insurance Company in escrow account no. 240581 not later than 10 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.

order for immediate possession, taxes shall be prorated as of the date of said possession. Taxes paid in advance, however, shall not be prorated.

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 which 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 _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this _____ day of _____,
19____.

Owner

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

By _____
Deputy County Counsel

9/29/61

EXHIBIT A

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

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South $28^{\circ} 44'$ East 290.87 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, thence along said center line of Swift Avenue, South $28^{\circ} 44'$ East 143.81 feet; thence parallel with the Southeasterly line of Lot 40, as shown on said Map South $49^{\circ} 51'$ West 294.82 feet to the dividing line between Lots 39 and 40 as shown on said Map, thence along said dividing line North $40^{\circ} 09'$ West 140.96 feet to a point which bears South $49^{\circ} 51'$ West and parallel with said Southeasterly line of Lot 40, 323.29 feet from the point of beginning, thence North $49^{\circ} 51'$ East and parallel with said Southeasterly line of Lot 40, 323.29 feet to the point of beginning containing 1 acre, more or less, and being a portion of Lot 40 as shown and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which said Map was recorded February 14, 1888 in the office of the County Recorder of the County of Santa Clara, State of California, in Book C of Maps, page 57.

I.R.S.

Grant Deed Individual

JOHN CADALBERT and MARGHERITA CADALBERT,
his wife

the first part ies , hereby GRANT TO

COUNTY OF SANTA CLARA

the second part y , all that real property situated in the
City of San Jose,
County of Santa Clara, State of California, described as follows:

Above space for Recorder

PORTION OF LOT 38, as shown upon ~~the~~ certain Map entitled, "Map of the Subdivison of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Volume "C" of Maps, at page 57, and more particularly described as follows:

COMMENCING at a point in the center line of Cunningham Avenue, at the common corner for Lots 11, 12, 38 and 39 of the Fillmore Tract hereinabove mentioned, and running thence along the center line of Cunningham Avenue in a Southwesterly direction 210 feet to a point; thence at right angles Southeasterly 240 feet to a point; thence at right angles Northeasterly 210 feet to a point; thence at right angles Northwesterly 240 feet to the point of commencement.

Together with those certain water rights and easements as provided for in the Agreement by and between Clyde Silveira and Manuel C. Silva, dated August 22, 1935, recorded November 5, 1935 in Book 745 of Official Records, page 515.

WITNESS our hands this _____ day of _____, 19____

.....
JOHN CADALBERT
.....

.....
MARGHERITA CADALBERT
.....

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA }ss.

On this _____ day of _____, 19____, before me,
a Notary Public in and for said County and State, personally appeared

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

.....
Notary Public

BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TRUST COMPANY
CONTROLLER
PUBLIC WORKS

CADALBERT, John
Id-Hillview Airport
Parcel No. 3511-14-5

AGREEMENT IN SETTLEMENT
AND COMPROMISE OF LITIGATION

This agreement is entered into on _____
by and between the COUNTY OF SANTA CLARA of the State of California
(hereinafter referred to as "County") and JOHN CADALBERT and
MARGHERITA CADALBERT (hereinafter referred to as "Sellers") and
is based upon the following:

WHEREAS, County has heretofore commenced an action in eminent
domain to condemn Sellers' hereinafter described property for a
public use; and

WHEREAS, the parties have reached an agreement in settlement
and compromise of said litigation;

NOW, THEREFORE, the parties do agree as follows:

1. The County agrees to purchase and the Sellers agree to
sell all that real property located in the City of San Jose, County
of Santa Clara, described as follows:

PORTION OF LOT 38, as shown upon that certain Map
entitled, "Map of the Subdivision of the Fillmore
Tract", which Map was filed for record in the office
of the Recorder of the County of Santa Clara, State
of California, on February 14, 1888 in Volume "C"
of Maps, at page 57, and more particularly described
as follows:

COMMENCING at a point in the center line of Cunningham
Avenue, at the common corner for Lots 11, 12, 38 and
39 of the Fillmore Tract hereinabove mentioned, and
running thence along the center line of Cunningham
Avenue in a Southwesterly direction 210 feet to a
point; thence at right angles Southeasterly 240 feet
to a point; thence at right angles Northeasterly 210
feet to a point; thence at right angles Northwesterly
240 feet to the point of commencement.

TOGETHER WITH those certain water rights and easements
as provided for in the Agreement by and between Clyde
Silveira and Manuel C. Silva, dated August 22, 1935,
recorded November 5, 1935 in Book 745 of Official
Records, page 515.

2. The purchase price for said property is Twenty Seven Thousand Two Hundred Dollars (\$27,200.00).

3. The Sellers agree to convey said property to the County free and clear of all taxes, assessments, liens, encumbrances, or defects of title with the following exceptions only:

a. Taxes are to be prorated and cancelled as of the date of close of escrow.

b. The County will accept the property subject to the right of the public to use that portion thereof lying within the bounds of Cunningham Avenue, a public street.

4. The Sellers agree to deposit a grant deed in escrow with Title Insurance and Trust Company, San Jose, under escrow number 244890, conveying title to County in accordance with this agreement, and County agrees to deposit the purchase price into said escrow.

5. The Sellers shall have the privilege of remaining on the property until October 20, 1964, for the purpose of removing therefrom their personal property, including the portable chicken cages. In this regard Sellers do hereby agree to indemnify and hold County harmless from any and all claims or liability arising from Sellers' occupancy and use of the property after passage of title thereto to County.

6. The County will pay the costs of title insurance and revenue stamps on the deed, if needed.

7. After close of escrow the County will dismiss the action in eminent domain now pending between the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto on the date above written.

COUNTY OF SANTA CLARA
OF THE STATE OF CALIFORNIA

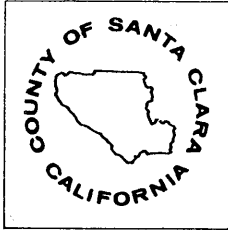
By _____
Chairman, Board of Supervisors


JOHN CADALBERT


MARGHERITA CADALBERT

county of santa clara

S.D. 2



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: August 14, 1964

FOR: BOARD OF SUPERVISORS AGENDA OF August 24, 19 64

FROM: HODGE, Right of Way, Public Works

TITLE: Agreement in Settlement and Compromise of Litigation for real property for Reid-Hillview Airport.

DESCRIPTION:

Parcel 3511-14/15: John Cadalbert, et ux, \$27200.00, Located at 2382 Cunningham Avenue, San Jose. Full take comprising 1.012 acres (44,083 Sq. Ft.) at \$8,500 per acre (\$0.195 per sq.ft.) or \$8,600.00 for land; improvements consisting of frame and stucco dwelling, garage with 3-room apartment over, chicken house and outbuildings at \$18,600.00. Zoning is residential.

EDH:ee

Attachments

COMMUNICATIONS SECTION
AUG 24 1964

AGENDA DATA

DATE: AUG 24 1964

ITEM NO: 8

BOARD ACTION Authorized

APPROVED:

James T. Pott

JAMES T. POTT, COUNTY ENGINEER

RIGHT OF WAY DATA SHEET

Grantor: John Cadalbert et ux Project: Reid Hillview Air-^{port} Parcel No.: 3511-14-5
 Property Address 2382 Cunningham Ave., San Jose Entire Area:
 Mailing Address: % Attorney Dan Feeley 44,083 sq. ft. 1.012 ac
1110 N. First St., San Jose
 Telephone: _____ Part Required:
 Jurisdiction: San Jose All sq. ft. _____ ac
 Remainder:
None sq. ft. _____ ac

Unit Land Cost: Appraisal O.P. Settlement
 Sq. Ft.: \$ 0.195 19 64 Deposit
 Acre: \$ 8,500.00 \$ 8,600.00 \$ 8,600.00
 Improvements: \$18,600.00 \$18,600.00
 Damages:
 Benefits:
 Other Consideration

Total Consideration: \$27,200.00 \$27,200.00
 Cash to Grantor: \$27,200.00

1. Removal of Imps. by Grantor
 2. Const. Contract Items
 3. Rentals
 4. Withheld Funds
 5. Excess Lands
 6. *Continued Occupancy
 7. Settlement Justification
 8. Title Exceptions
 9.
 Title Co.: Title Ins. & Trust Co.
 No.: 244890 Date: 5-25-63
 Grantor Acquired: 10-19-55
 I.R.S. \$ 12.10
 Appraised by: F. Clevenger
 Date: July 1964
 Type of Title: Fee
 Zoning: R-1
 Access Rights: ----
 Suit Filed: Yes
 O.P.: No
 Agreements: Attached
 Resolutions: _____
 Deeds: To Escrow Maps: Display
 R/W Agent: Justin F. Mitchell
 Dep. Co. Counsel: R. Harrison

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
1-story frame & stucco residence			
5	877	20 (est.)	Fair
2-story wood frame and stucco building (garage, storage room and utility room below, 3 room apartment above).			
Corrugated metal garage and 3 chicken houses comprising 3,100 sq. ft.			

Note: Settlement by " <u>Agreement in Settlement and Compromise of Litigation</u> ".			

6. <u>Continued Occupancy</u> - Sellers have until October 20, 1964 to vacate the premises.			

<u>Title</u>			
Clear:			
1 & 2 Taxes prorated COE.			
4 Trust deed			
Subject to:			
3 Rights of public in Cunningham Ave.			

E.D. Hedge
 Approval
 To County Counsel:
 Agenda : 8/24/64 Item #

8-10-64
 nc



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

April 8, 1963

IMPORTANT

When replying refer to
Our No. **244890**

County of Santa Clara
• Department of Public Works
• 70 West Rosa Street
• San Jose, California

Your No.

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of March 25, 1963 at 7:30 a.m. B. M. BLANCHARD Title Officer

Vestee: **JOHN CADALBERT and MARGHERITA CADALBERT,
his wife, as joint tenants**

Exceptions:

1. Taxes for the fiscal year 1963-64, now a lien, but not yet due or payable, including personal property tax, if any.
2. Second installment of County and City Taxes for the fiscal year 1962-63, due and payable, as follows: Assessment Number 289-14-5.

Amount of tax \$134.93
3. Right of the public to use as a roadway so much of the premises as lies within the bounds of Cunningham Avenue.
4. Deed of Trust by John Cadalbert and Margherita Cadalbert, his wife, to California Pacific Title Insurance Company, a corporation, as Trustee, to secure the payment to Clyde B. Silveria and Olivia Silveria, his wife, as joint tenants of \$9,500.00 and additional advances, dated October 18, 1955 and recorded October 19, 1955 in Book 3308h Official Records, page 373, Recorder's Serial Number 1139216.

Title Insurance and Trust Company, a corporation, successor by merger to California Pacific Title Insurance Company, is now Trustee under the above Deed of Trust.

Note 1: First installment of County and City Taxes for the fiscal year 1962-63, has been paid. Assessment Number 489-14-5.

Amount of tax \$134.93

Note 2: The above vestees acquired title to premises by virtue of the Deed from Clyde B. Silveria, also known as Clyde B. Silveira and Olivia Silveira, his wife, also known as Olivia Silveria, dated October 18, 1955 and recorded October 19, 1955 in Book 3308 Official Records, page 371, Recorder's Serial Number 1139215, and to which Deed there were affixed revenue stamps in the sum of \$12.10.

Note 3: The assessed valuations of premises for County and City Taxes for the fiscal year 1962-63, are as follows:

Assessed value real estate	\$1,250.00
Assessed value improvement	\$1,800.00
Assessed value personal property	NONE

The address of the above vestees as disclosed by the County Tax Rolls for the fiscal year 1962-63, is 2382 Cunningham Avenue, San Jose, California.

DESCRIPTION

For description of the real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

rpf/ad

4 copies to Department of Public Works

Appl. No. 244890

EXHIBIT A

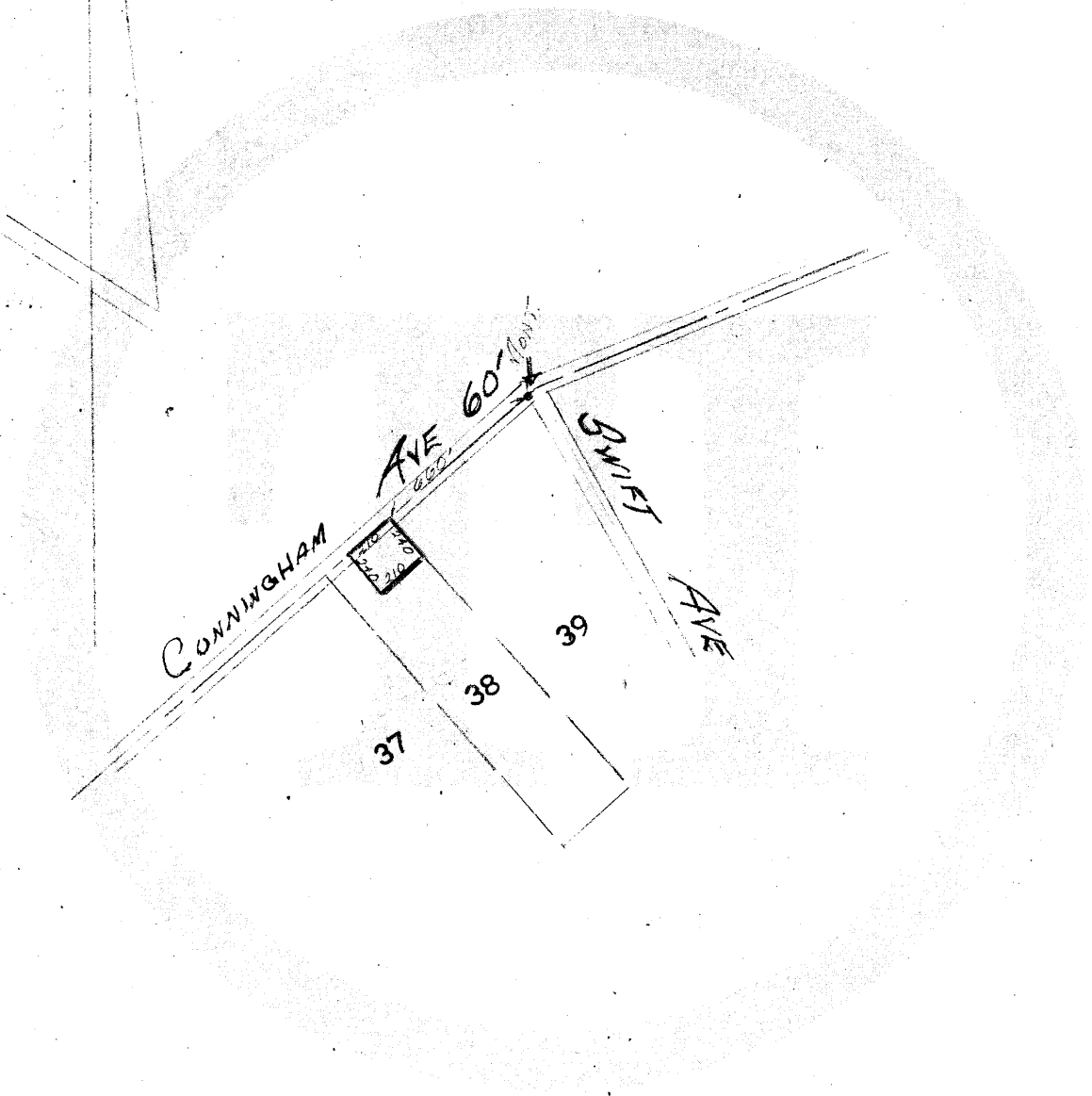
All that certain real property situate in the City of San Jose County of Santa Clara, State of California, described as follows:

PORTION OF LOT 38, as shown upon that certain Map entitled, "Map of the Subdivison of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Volume "C" of Maps, at page 57, and more particularly described as follows:

COMMENCING at a point in the center line of Cunningham Avenue, at the common corner for Lots 11, 12, 38 and 39 of the Fillmore Tract hereinabove mentioned, and running thence along the center line of Cunningham Avenue in a Southwesterly direction 210 feet to a point; thence at right angles Southeasterly 240 feet to a point; thence at right angles Northeasterly 210 feet to a point; thence at right angles Northwesterly 240 feet to the point of commencement.

(WE NOTE BUT DO NOT INSURE) those certain water rights and easements as provided for in the Agreement by and between Clyde Silveira and Manuel C. Silva, dated August 22, 1935, recorded November 5, 1935 in Book 745 of Official Records, page 515.

(WHEN DRAWING PAPERS OMIT PORTION IN BRACKETS AND SUBSTITUTE THEREFOR THE WORDS "TOGETHER WITH")



Ptn Lot 38

Fillmore Tract

C-Maps-57



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

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Date: July 18, 1963

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

357-14-7

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

Project: Reid Hillview Airport

Parcel No.: 240588

Grantor: Betty B. Jillson

Deed recorded - Date: 6/24/63
Book: 6075
Page: 458

Order to Cancel Taxes ~~is~~ is not enclosed., taxes cancelled on 7/3/63.

SPENCER M. WILLIAMS
County Counsel

By Gerald J. Thompson,
Deputy County Counsel

GJT:blm
Copies:

Public Works - Right of Way Section
County Counsel

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

May 31, 1963

Title Insurance and Trust Company
66 North First Street
San Jose 13, California

Re: Escrow No. 240588 - Project: Reid-Hillview
Betty B. Jillson, Owner
County of Santa Clara, Purchaser

Gentlemen:

This letter and the enclosed agreement of sale will constitute your escrow instructions in connection with the above purchase.

1. You are authorized and instructed to receive into escrow the enclosed warrant in the sum of \$8,750.

2. You are instructed to receive an executed grant deed from owners having a property description corresponding to that used in the agreement of sale. A certificate of acceptance of deed is enclosed. Upon receipt of said deed, you are instructed to issue a title insurance policy in favor of the County of Santa Clara, insuring title free and clear of all liens and encumbrances. Title shall be insured in the amount of the purchase price.

3. Taxes will be prorated as of the close of escrow in accordance with provision number five of the agreement of sale.

4. Purchaser will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way Section.

5. You are further instructed that no revenue stamps are to be issued.

COPY

Title Insurance and Trust Company
May 31, 1963
Page 2

6. Upon close of escrow, please forward the recorded deed and title insurance policy to the office of the County Counsel for inspection and approval.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By
Gerald J. Thompson
Deputy County Counsel

GJT:ew

Enc: Warrant
Certificate of Acceptance
Agreement of Sale
Grant Deed

cc: Department of Public Works
Right of Way Section

COUNCIL ROOMS
MAY 2 1963
COUNTY CLERK'S OFFICE
RECEIVED

BY MAIL ROOM
MAY 31 1963
OFFICE OF THE COUNTY COUNSEL
RECEIVED

The proceeds of this escrow should be mailed to Betty B.
Jillson % Wm. R. Christy, Attorney at Law
Professional Bldg.
991 Main Street
Santa Clara, California

LAW OFFICES
WILLIAM R. CHRISTY
ROBERT J. COSTELLO

991 MAIN STREET
POST OFFICE BOX 177
SANTA CLARA, CALIFORNIA
AXMINSTER 6-1416
(296-1416)

April 2, 1963

Mr. Walter Doyle
Department of Public Works
County of Santa Clara
20 West Rosa
San Jose, California

Re: Project: Reid-Hillview Airport
Parcel No: 14-7
Grantor: Jillson
Your No: S. D. #2

Dear Mr. Doyle:

Enclosed please find original and one
copy of Tenant Information Sheet re the above
matter.

Very truly yours,


William R. Christy

WRC:pjs

Enclosures (2)

My mailing address is:

PO 177
Santa Clara
Mrs Wilson

My tenant is:

Costello

Rent is due and payable on:

first of each month

The following are paid for by:

	<u>Tenant</u>	<u>Owner</u>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u> </u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u> </u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u> </u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

all utilities

**C. DEMINATION RESOLUTION REQU. 4
RIGHT OF WAY OR PROPERTY DATA SHEET**

S.D.# 2

To: _____ Project: Reid-Hillview Parcel No.: 3511-14-5
 Grantor: J. Cadalbert Telephone: _____ Entire Area: _____
 Property Address: 2382 Cunningham Ave. 44,100 sq. ft. or 1.012 ac
 Mailing Address: Same Part Required: _____
 Jurisdiction: San Jose sq. ft. or All ac
 Remainder: None ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>0.16</u>	196	196 <u>3</u>	Deposit	Settlement
Acre: \$ <u>7,000</u>				
Land Acquired:				
Sq. Ft.: <u>44,100</u>		<u>\$7,100</u>		
Acre: <u>1.012</u>				

Improvements: \$12,400

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$19,500

Project Budget Data

Total Authorized:	Cash Payment in this Contract:
Balance after this Acquisition:	% Obligated to Date:
Current Indicated Budget Status - Budget Excess:	Budget Deficit:

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
- 10.
- 11.
- 12.

<u>Description of Improvement Acquired</u>				
	<u>No. of Rooms</u>	<u>Area Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>
1. House	5	991	20-Est.	Fair
2. House	5	988		
3. Garage	2 car	320		
4. Garage	1 car	190		
5. Well, pump and pressure system				
6. Misc. sheds, etc.				

Title Co.: Title Insurance & Trust
 # 244890 Date: 4-8-63
 Grantor Acquired Date: 10-18-55
 I.R.S. \$12.10
 Appraised by: Cle/enger/Samuelson
 Date: Nov. 61 June 62 Jan. 63
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: _____
 O.I.P. : _____
 Agreements: _____
 Resolutions: _____
 Deeds: _____ Maps: _____
 Negotiating Agent: McCready
 (Dep. County Counsel) (HARRISON) (MITCHELL)

Owner has rejected offer of settlement at \$19,500. Owner's attorney, Mr. Felley, states that in the event of litigation he intends to answer for \$30,000.

Approval _____
 To County Counsel:
 Agenda: 7/1/63 Item# _____

EXHIBIT A

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

PORTION OF LOT 38, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Volume "C" of Maps, at page 57, and more particularly described as follows:

COMMENCING at a point in the center line of Cunningham Avenue, at the common corner for Lots 11, 12, 38 and 39 of the Fillmore Tract hereinafove mentioned, and running thence along the center line of Cunningham Avenue in a Southwesterly direction 210 feet to a point; thence at right angles Southeasterly 240 feet to a point; thence at right angles Northeasterly 210 feet to a point; thence at right angles Northwesterly 240 feet to the point of commencement.

Together with those certain water rights and easements as provided for in the Agreement by and between Clyde Silveira and Manuel C. Silva, dated August 22, 1935, recorded November 5, 1935 in Book 745 of Official Records, page 515.

OFFICE OF THE COUNTY COUNSEL

COUNTY OF SANTA CLARA

Date: **October 20, 1964**

TO: Clerk of Board of Supervisors

FROM: County Counsel

SUBJECT: Property Acquisition

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

Project: **Reid-Hillview**

Parcel No.: **3511-14-5**

Grantor: **John Cadalbert, et ux.**

Deed Recorded: Date: **9-10-64**
Book: **6655**
Page: **177**

Tax cancellation forms have been forwarded to Assessor's Office (9-22-64).

SPENCER M. WILLIAMS
County Counsel

By **/s/ Richard S. Harrison**
Deputy County Counsel

cw

Copies:

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

MEMORANDUM

To: Spencer M. Williams, County Counsel From: E. D. Hodge, Chief R/W Agent

SUBJECT: Reid Hillview Airport Date: September 21, 1964

Parcel 3511-14-5 (John Cadalbert, et ux) 

Attached for forwarding to Clerk of Board archives is recorded grant deed covering the above-referenced property. Deed was recorded September 10, 1964 in Book 6655 O. R., page 177, et seq.

EDH:JFM:o's

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

August 26, 1964

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Title Insurance & Trust Company
66 North First Street
San Jose, California

Re: Escrow No. 244890 - Cadalbert
Reid-Hillview Airport - Parcel No. 3511-14-5

Gentlemen:

The County is purchasing the property covered by your above-numbered preliminary report dated April 8, 1963. This letter will constitute the buyer's escrow instructions.

We are enclosing a warrant in the sum of \$27,200, a copy of the purchase agreement and a certificate accepting deed. You are instructed to disburse the proceeds of the warrant to the sellers only after you have recorded a grant deed to the county and issued a policy of title insurance showing title to be in the County free and clear of all taxes, liens, encumbrances or defects of title with the following exceptions only:

- (a) Taxes are to be prorated and cancelled as of the date of close of escrow;
- (b) The County will accept the property subject to the right of the public to use that portion thereof lying within the bounds of Cunningham Avenue, a public street.

The County will pay the cost of title insurance and revenue stamps on the deed, if needed. Your invoice should be mailed directly to the Department of Public Works, Right of Way Section.

Please forward the deed and policy directly to the office of the County Counsel.

COPY

Title Insurance & Trust Company
August 26, 1964
Page 2

Kindly notify me by telephone on the day escrow closes of the recorder's serial number and book and page number so that we may immediately process the tax cancellation.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By
Richard S. Harrison
Deputy County Counsel

RSH:cw

encl: Warrant
Agreement
Certificate of Acceptance

cc: Department of Public Works
Right of Way Section

June 26, 1964

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reid Hillview Airport - John Cadalbert, et ux - 3511-14-5

Dear Mr. Williams:

Attached are the following papers:

- Deed (In Escrow)
- Certificate of Acceptance
- Rental Letter
-

Please process these papers in accordance
with standard procedure.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:GHM:o's

Attachments

county of santa clara

COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

COUNTY ADMINISTRATION BUILDING 70 WEST HEDDING STREET
CIVIC CENTER SAN JOSE, CALIFORNIA 95110 299-2111

August 7, 1964

Mr. E. D. Hodge
Supervising Right of Way Agent
Department of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Re: County v. Cadalbert - Reid-Hillview
Airport - Parcel No. 3511-14-5

Dear Mr. Hodge:

Enclosed please find an original and three copies of an agreement in settlement and compromise of the above-titled litigation, which is forwarded to you for placement upon the agenda of the Board of Supervisors.

The purchase price is at the appraisal, and the sellers are allowed until October 20 to vacate the premises. This latter provision was necessary because the sellers have approximately 1,600 chickens on the property and have no other property purchased as yet to which the chickens can be moved. I have cleared this date with Otis Calhoun who advised that it was acceptable to the county.

If you would return the carbon copies to me after execution by the Board of Supervisors, I will distribute them to the owners.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By *Richard S. Harrison*
Richard S. Harrison
Deputy County Counsel

RSH:cw
encl.

Clevenger

REALTY & APPRAISAL CO.

2363 PRUNERIDGE AVENUE
SANTA CLARA, CALIFORNIA
TELEPHONE 241-2787

July 17, 1964

Mr. E. D. Hodge
Chief Right-of-Way Agent
County of Santa Clara
20 West Rosa Street
San Jose, California

Dear Mr. Hodge:

County v. Cadalbert (Reid-Hillview Airport) - Parcel No. 14-05

In the appraisal report on the above captioned property, dated July 10, 1964, this undersigned appraiser has considered all of the chicken cages on this property as personal property.

However, it was brought to my attention, and another inspection was made in the company of Mr. Richard S. Harrison, Deputy County Counsel, that there are some 160 lineal feet of chicken cages that might be classified as realty. These cages are constructed of 1 1/2" x 3" wire mesh and are attached to the building with a 2" x 4" wood frame.

The market value of this amount of chicken cages will increase the total market value, indicated in the appraisal report dated July 10, by \$100.00. Therefore, the total property value estimated for this property will be:

\$27,200.00

----- TWENTY SEVEN THOUSAND TWO HUNDRED DOLLARS -----

Respectfully submitted;

Floyd D. Clevenger
Floyd D. Clevenger

May 7, 1964

Mr. Richard Harrison
Deputy County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: County v. Frankel (San Tomas III 2833-12)
County v. Cadalbert (Reid Hillview 3511-14-5)

Dear Mr. Harrison:

You have recently requested the authorization to request Mr. Rufner and Mr. Clevenger to bring their appraisals up-to-date on the above-referenced parcels.

You are requested to make such arrangements as are necessary to get updated value figures.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:o's

COPY

PROOF OF SERVICE

I am and was at the time of the service of the summons complaint and lis pendens attached hereto, a citizen of the United States, over the age of eighteen years, and not a party to the within entitled action.

I personally served the attached summons, complaint
in eminent domain, and lis pendens
on the herein named defendants, whom deponent knew to be the personss named in the said defendants by delivering to and leaving with _____ said defendant s personally, at the place hereinafter set forth in the State of California, County of Santa Clara, and at the time set opposite _____ respective namess, a copy of said _____ attached to a copy of the complaint referred to in said summons.

<u>Name of Defendants Served</u>	<u>Place Where Served</u>	<u>Date of Service</u>
<u>John Cadalbert</u>	<u>San Jose</u>	<u>10-17-63</u>
<u>Margherita Cadalbert</u>	<u>San Jose</u>	<u>10-17-63</u>

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 13, 1963, at San Jose, California.

Philip J. Cronin

PROOF OF SERVICE

I am and was at the time of the service of the summons complaint and lis pendens attached hereto, a citizen of the United States, over the age of eighteen years, and not a party to the within entitled action.

I personally served the attached summons, complaint and lis pendens on the herein named defendant ____, whom deponent knew to be the person named in the said documents by delivering to and leaving with _____ said defendant personally, at the place hereinafter set forth in the State of California, County of Santa Clara, and at the time set opposite his respective name ____, a copy of said summons attached to a copy of the complaint referred to in said summons.

<u>Name of Defendants Served</u>	<u>Place Where Served</u>	<u>Date of Service</u>
<u>Ivor E. Wallis, Assistant Secretary, Title Insurance and Trust Co., who stated that he was a duly appointed officer of said company and accepted service</u>	<u>San Jose</u>	<u>11-12-63</u>

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 13, 1963, at San Jose, California.

Philip J. Cronin

JOHN H. MACHADO
DANIEL M. FEELEY
KENNETH MACHADO
PETER E. TIERNAN

LAW OFFICES
MACHADO, FEELEY & MACHADO
MACHADO BUILDING
1110 NORTH FIRST STREET
SAN JOSE 12, CALIFORNIA

AREA CODE 408
297-1165

October 14, 1963

County of Santa Clara
Department of Public Works
Right of Way division
20 West Hedding Street
San Jose 10, California

Attn: Philip Cronin

RE: Reed-Hillview Airport property
Cadabert

Dear Sir:

I am sorry that I missed you when you called regarding this matter.

Please call my office to make an appointment and I will be very pleased to discuss this matter with you.

Very truly yours,


Daniel M. Feeley

DMF:lg

county of san clara

3511-14-5



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

June 5, 1964

Mr. Floyd Clevenger
Real Estate Appraiser
2363 Pruneridge Avenue
Santa Clara, California

Re: County v. Cadalbert (Reid-Hillview Airport)

Dear Floyd:

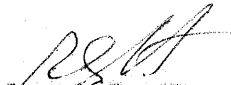
This will confirm our earlier verbal authorization to reinspect the Cadalbert property, particularly the interior, and to advise us of your opinion of value.

As I mentioned, Dan Feeley, the owner's attorney, has requested that he be given advance notice of your intended visit, so he can notify his clients. If you would let me know when you plan to go out, I will in turn call Feeley.

I would appreciate your going out to the property as soon as it is convenient to you.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By 
Richard S. Harrison
Deputy County Counsel

RSH:cw

cc: Mr. E. D. Hodge
Department of Public Works

COPY

1.012 @ 8,500

\$ 8,600⁰⁰

Hse	}	10,350
Apt		
Gar.		

Hse

Coops 7,050

feeders 300

patio & walks Flatwork 350

159 gal propane 200

Driveway & Pkg. landscaping 250

18,500⁰⁰

27,100⁰⁰

Cadabert
Reid Hillview

Floyd's palm figs.

			<u>Land Imps</u>		<u>Settlement</u>
14-5	Cadalbert	44,100 # (1.014)			
14-6	Brendesen	81,288 # (1.866) *7000/ae	13,000	4,500	17,500
14-7	Gillean	12,000 #	3,000	5,750	*8,750
14-8	Lujan	40,560 # (0.931) ^{9%} 600			
14-9	Acosta	13,515 # (0.310)			
14-10	Garcia	6,768 #	(2,500 1,500) ^{6,500} annual	7,500 ^{data elect}	9,000
14-11	Carlos	6,768 #	2,500	1,500	4,000
14-12	Tobares	17,933 # (0.422)			
14-13	Torres	19,832 # (0.431) ^{11%} 2017	3017	*1999 ^{2.1%} \$5000	
14-14	Castro	19,759 # (0.455) *7,000/ae	3,200	No value	3,200
14-15	Chavez	39,252 # (0.903) *6,000/ae	5,418	1,332	6,750
14-16	Casteneda	77,588 # (1.78) *6,000/ae	10,680	1,320	12,000
14-17	Mosqueda	50,804 # (1.168) 7000/ae	8,100	3,400	11,500
14-18	Rothman	50,794 # (1.168) ^{1.17%} 8,190		No value	
14-19	Munoz	50,818 # (1.168) 7500/ae	8,760	3,740	12,500
14-20	Di Salvo	216,720 # (4.981) 7,000/ae			35,000
15-2	Amador	12,189 #	5,000	9,500	
15-3	Duarte	14,692 #	5,100	9,650	14,750
15-4	Borba	14,692 #	5,000	7,250	12,250
15-5	Perry	16,642 #	5,300	18,700	24,000
15-12	Pioneer	14,324 ae } ^{1.17%} _{8,190}			
15-13	Cityville	20.2			

Cadabert - Parcel 14-5 Reid Hillview

Land

1.014 ac. @ 7,000/ac.

\$ 7,098.00

Improvements

1-st. wd. fr./stucco residence - 991 # @ 6⁰⁰ 5,946.00

2-st. wd. fr./stucco - Storage & Apt.

Upper 3 rm. Apt. 494 # @ 5⁰⁰ 2,470.00

Lower - Storage & Shop area 494 # @ 2⁵⁰ 1,235.00

Attached Garage - Corrug. metal 190 # @ 1⁰⁰ 190.00

Gar. Corrug. metal 320 # @ 1⁰⁰ 320.00

Chicken Coop # 3 - 560 # @ 1⁵⁰ 840.00

Shed - 532 @ @ 1⁰⁰ 532.00

Chicken Coop # 1 - 1072 # @ 1⁵⁰ 1,608.00

Chicken Coop # 2 - 902 # @ 1⁵⁰ 1,353.00

Well, pump & pressure system

1,000.00

180' deep well, 1 HP. Elec. Motor & pump

Total Improvement Value

15,494.00

Total Appraised Value

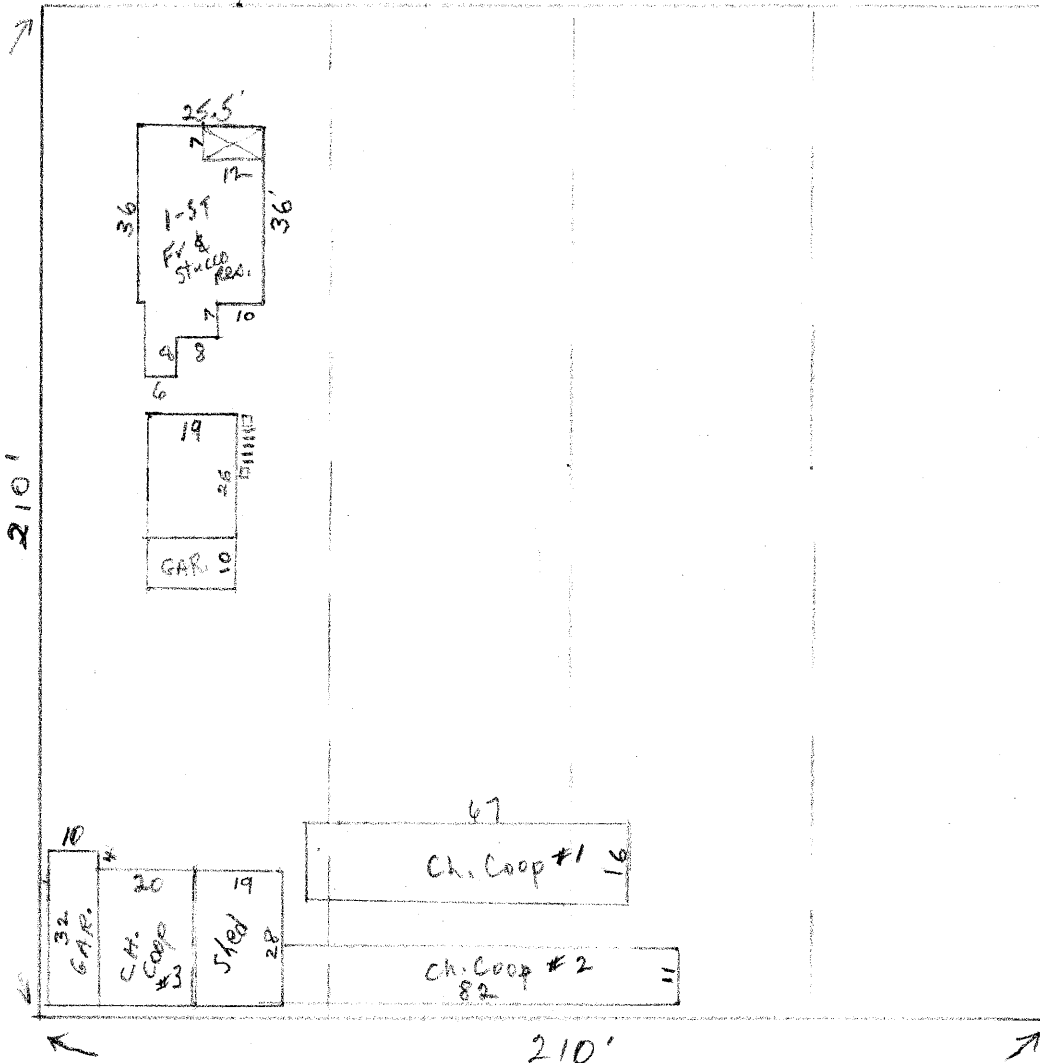
\$ 22,592.00

c/l Cunningham

↑
30
↓

1" = 40'

\$300/ae = \$506.00



Land 1.012 @ 6000 = 6,072
 Hse 5,946
 GAR 190
 ST. 494 @ 200 988
 Apt. 494 @ 500 2,470
 GAR 320
 Ch.C. #3 @ 150 840
 Shed 532
 #1 1,608
 #2 1,353

20,319
 506

Land 4.61 @ 3000 12,000
 Hse. 991 @ 600 = 5,946
 GAR. 190 @ 100 190
 St. & Apt. 988 @ 300 2,964
 Gar 320 @ 100 320
 Ch.C. #3 560 @ 100 560
 Shed 532 @ 100 532
 Ch. Coop #1 1,072 @ 100 1,072
 Ch. Coop #2 902 @ 100 902

24,486

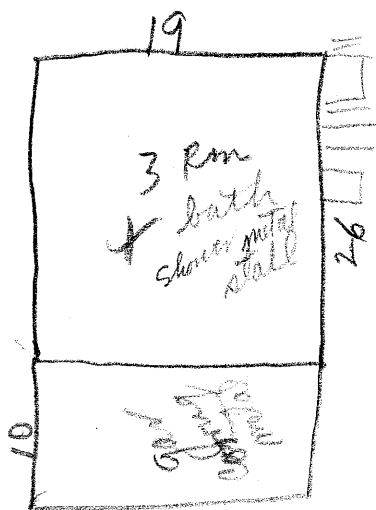
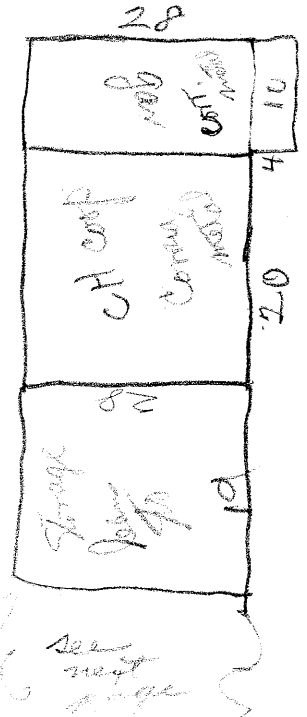
- 1,974
22,512

25.5
 36
 1530
 765
 918.0
 108.5
 48.0
 1074.5
 -84.0 covered porch
990.5 Residence

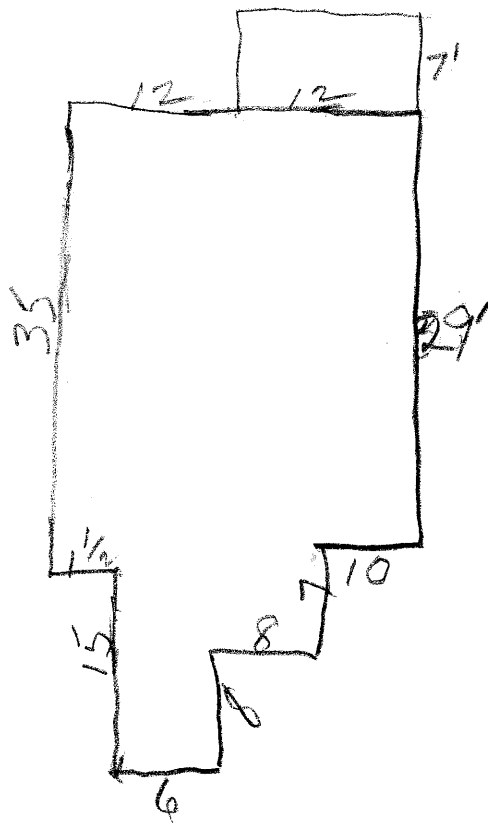
26
 19
 234
 26
 494 storage + same area in upstairs apartment
 190 corrugated metal gar.
 320 " " "
 560 ch. coop #3
 532 corrug. metal shed
 1072 ch. coop #1
 902 ch. coop #2

67
 16
 402
 67
 1072
 82
 11
 82
 82
 902

LR & DR 22 overall
DR alone 12 length 11 wide



1 HP pumps
180' pumping at 80'

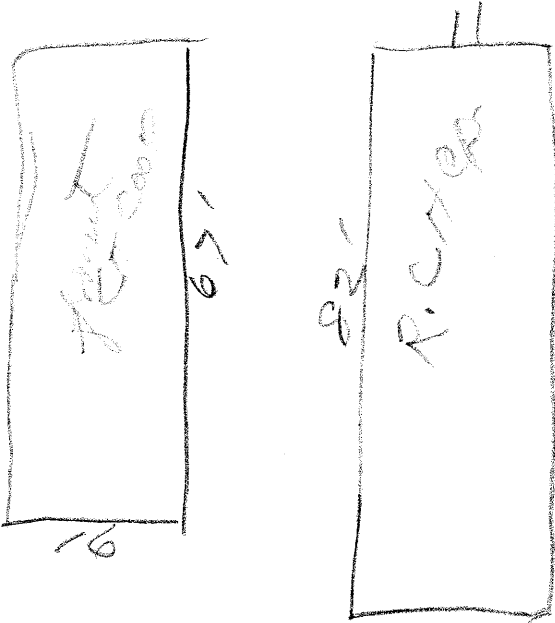


P-1

DEPARTMENT : PUBLIC WORKS - County of Santa Clara San Jose, California

By _____ Date _____ Subject _____ Sheet No. _____ of _____

Chkd. By _____ Date _____ Job No. _____



464
3165

1950

1951

1952

1953

1954

1955

1956

1957

1958

1959

1960

1961

1962

1963

1964

400

700

2,270

300

6,043

52,45

1,110

100

1,180

7,000

4,800

1,000

8,803

2,116

8,742

17,51

20,800

800
1974

9000
151

700

375

John Miller 1966

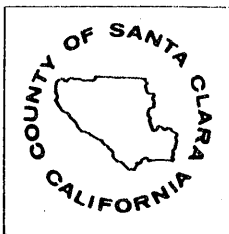
75
46

13-11-19

13-11-19

13-11-19

Lyan Kien 6379



DEPARTMENT OF PUBLIC WORKS
SANTA CLARA COUNTY OFFICE BUILDING
CIVIC CENTER

JAMES B. ENOCHS, DIRECTOR
20 WEST HEDDING STREET
SAN JOSE 10, CALIFORNIA

Title Insurance & Trust Company
66 North First Street
San Jose, California

Subject: Owner: J. Cadalbert
Project: Reid-Hillview Airport
Parcel No.: 3511-14-5
Escrow No.: 244890

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from ~~March 25, 1962~~ the date of our preliminary report to *June 3, 1963* at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

W. S. Rayland, Title Officer

July 10, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Rosa Street
San Jose, California

Subject: Reid-Hillview Airport - Project No. 3511

Dear Mr. Williams:

Transmitted herewith are requests for condemnation concerning the Reid-Hillview Airport expansion on the following properties:

<u>Vestee</u>	<u>Parcel Numbers</u>
Cadalbert	3511-14-5
Lujan	3511-14-8
Tobares	3511-14-12
Torres	3511-14-13
Crutcher	3511-14-18
Di Salvo	3511-14-20, 21, 22
Mercier (Parales)	3511-15-2
Home Mutual S. & L. (Guardian Capital Co.)	3511-15-12, 13

The following documents are enclosed:

1. Suit Data Sheet-original and 2 copies
2. Property Data Sheet-original and 5 copies each
3. Updated Title Reports-1 each parcel
4. Descriptions-refer to title report (every parcel is a full take)
5. Property Plats -refer to title report (every parcel is a full take)
6. Termini Map- 10 (each parcel is colored where condemnation is being requested)

Mr. Spencer M. Williams

Page 2

July 10, 1968

All utility relocations are to be handled by Engineering. There are no other known off-record interests.

Upon completing the necessary proceedings for filing requested condemnation action, please return a completed copy of the enclosed ⁵⁰¹⁷ data sheet for our right of way file.

Please advise if any further documents or other information is needed.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EMM:TKR:018

Enclosures

BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TITLE COMPANY
CONTROLLER
PUBLIC WORKS

Project: Reid-Hillview Airport
Parcel No.: 14-7
Grantor: Jillson

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Betty B. Jillson

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 Thousand Seven Hundred and Fifty Dollars (\$ 8,750.00).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except no exceptions to preliminary title report No. 240588 dated October 11, 1962

and agrees that said deed will be deposited with the & Trust Title Insurance Company in escrow account no. 240588 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.

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.

11. PERSONAL PROPERTY

The breakfast bar in the kitchen is the personal property of the Owner and as such owner retains the right to remove it, however, the County will not be liable for the loss or damage of any personal property which remains after 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 13 1963, 19____.

COUNTY OF SANTA CLARA

By *R. H. [Signature]*
Chairman of the Board of Supervisors

Executed by the Owner this 29 day of May, 1963.

OWNER

Mrs Betty B. Gillson

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

By *Gerald J. Thompson*
Deputy County Counsel

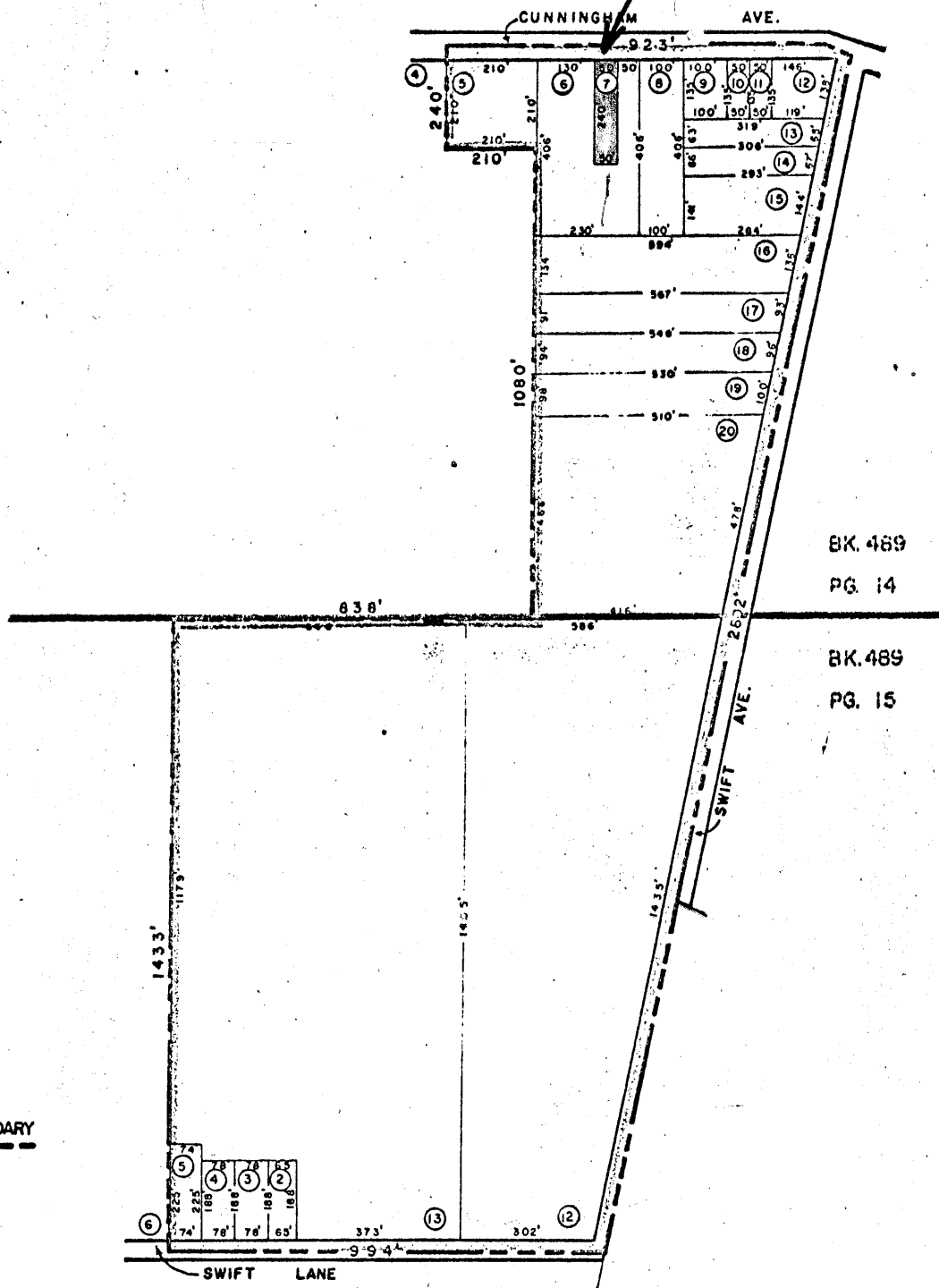
Appl. No. 240588

EXHIBIT A

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

BEGINNING at a point on the Southeasterly line of Cunningham Avenue, that is distant thereon South $49^{\circ} 51'$ West 150.0 feet from the dividing line between Lots 39 and 40 of the Fillmore Tract, as said Avenue and Lots are shown upon the Map herein referred to; thence continuing along the said Southeasterly line of Cunningham Avenue South $49^{\circ} 51'$ West 50.0 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South $40^{\circ} 09'$ East 240.0 feet; running thence at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 50.0 feet; running thence parallel with said dividing line North $40^{\circ} 09'$ West 240.0 feet to the point of beginning and being a part of Lot 39, as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which said Map was filed for record February 14, 1888 in Book C of Maps, page 57, Santa Clara County Records.

The proceeds of this escrow should be mailed to Betty B.
Jillson & Wm. R. Christy, Attorney at Law
Professional Bldg.
991 Main Street
Santa Clara, California



BK. 489

PG. 14

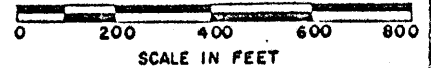
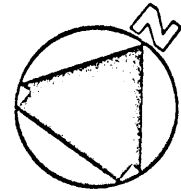
BK. 489

PG. 15

PROJECT BOUNDARY

SWIFT LANE RENEWAL PROJECT PROPERTY MAP

OCTOBER 1961



REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE, CALIF

RIGHT OF WAY OR PROPERTY DATA SHEET

To: For: Jillson, Betty B. Project: Reid-Hillview Parcel No.: 14-7
 Telephone: 262-5967* Entire Area: _____
 Property Address: Cunningham Ave. 645 S.W. Swift 12,000 sq. ft. or .275 ac
 Mailing Address: P. O. Box 506, Agnew Lane Part Required: _____
 Jurisdiction: San Jose 12,000 sq. ft. or .275 ac
 Remainder: None None ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>.25</u>	196	196	Deposit	Settlement
Acre: \$ <u>10,890</u>				
Land Acquired:		\$3,000		\$3,000
Sq. Ft.: <u>12,000</u>				
Acre: <u>0.275</u>				

Improvements: 5,750 5,750

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$8,750 \$8,750

Project Budget Data

Total Authorized: Cash Payment in this Contract:

Balance after this Acquisition: % Obligated to Date:

Current Indicated Budget Status - Budget Excess: Budget Deficit:

- Removal of Imps. by Grantor
- Const. Contract Items
- Rentals
- Withheld Funds
- Excess Lands
- Salvage Bldgs.
- Continued Occupancy
- Settlement Justification
- Title Exceptions
-
-
-

<u>Description of Improvement Acquired</u>			
<u>No. of Rooms</u>	<u>Area Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>
One story frame residence:			
4	614	8	Good

ITEM #9 - TITLE EXCEPTIONS
 Clear:
 1. Taxes
 2. Deed of Trust
 3 & 4. Welfare Aid-Bd. of Supervisors
 County to take subject to:
 * Negotiations conducted through Attorney Christy - 991 Main Street, Santa Clara
 Telephone: 296-1416
 Send Escrow Proceeds to Jillson % Christy

Title Co.: T. I. & Trust
 # 240588 Date: Oct. 11, 1962
 Grantor Acquired Date: April 2, 1953
 I.R.S. \$1.65
 Appraised by: Staff
 Date: 12/62
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: No
 O.I.P. : _____
 Agreements: Attached
 Resolutions: _____
 Deeds: In R/W file Maps: Attached
 Negotiating Agent: Walter J. Doyle
 Dep. County Counsel: _____

FB Sullivan
 Approval

To County Counsel: _____
 Agenda: _____ Item# _____
4/15/63

AGENDA
 DATE 4-15-63
 ITEM NO. 24a
 ENC. NO. 16
 BOARD ACTION OK'd

Adapted resolution of intention to purchase. Hearings 5-14-63 10:00 a.m.



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 11, 1962

IMPORTANT

When replying refer to
Our No. 240588

Hillview Airport

Your No.

Fee: \$52.50

- Department of Public Works
- 20 West Rosa
- San Jose, California

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m. B.M. Blanchard
B.M. BLANCHARD Title Officer

Vestee: BETTY B. JILLSON, as her separate property

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Deed of Trust by John E. Chapman, a single man, to San Jose Abstract & Title Insurance Co., a corporation, as Trustee to secure the payment to William Parmer, of \$2,500.00 and additional advances, dated February 13, 1953 and recorded February 17, 1953 in Book 2583 Official Records, page 175.(Serial No. 860190)
- Western Title Guaranty Company, Santa Clara County Division formerly San Jose Abstract & Title Co., formerly San Jose Abstract & Title Insurance Co., is now Trustee of record under the above Deed of Trust.
- Third:** Agreement dated November 16, 1954 and recorded December 9, 1954 in Book 3029 Official Records, page 282, whereby Lowell Jillson and Betty Jillson agree to reimburse the Board of Supervisors of the County of Santa Clara, State of California, for monies paid for their relief, care, maintenance and medical aid. Filed at request of the County Welfare Department No. 34447.
- Fourth:** Agreement dated November 16, 1955 and recorded November 29, 1955 in Book 3344 Official Records, page 612, whereby Mrs. Betty Jillson agrees to reimburse the Board of Supervisors of the County of Santa Clara State of California, for monies paid for her

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

relief, care, maintenance and medical aid. Filed at the request of the County Hospital No. 97055.

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose as to Taxes, Assessments and/or Bonds.

Note 2: Both installments of County and City Taxes for the fiscal year 1961-62 have been paid. Assessment Number 489-14-7. Code Number 44-75.

First installment	\$69.01
Second installment	\$69.01

The above installments include \$8.21 personal property tax.

Note 3: The above vestees acquired title to premises by Deed from John E. Chapman, a single man, dated April 2, 1953 and recorded April 6, 1953 in Book 2613 Official Records, page 349, and to which Deed revenue stamps were affixed in the sum of \$1.65.

Note 4: Premises were assessed by the County Assessor for the fiscal year 1961-62 as follows:

Assessed value real estate	\$550.00
Assessed value improvement	\$1,000.00
Assessed value personal property	\$100.00

The address of the above Vestees as disclosed by the County

Tax Rolls for the fiscal year 1961-62 is P. O. Box 506,
Agnew, California.

DESCRIPTION

For description of the real property referred to herein
see EXHIBIT A attached hereto and made a part hereof.

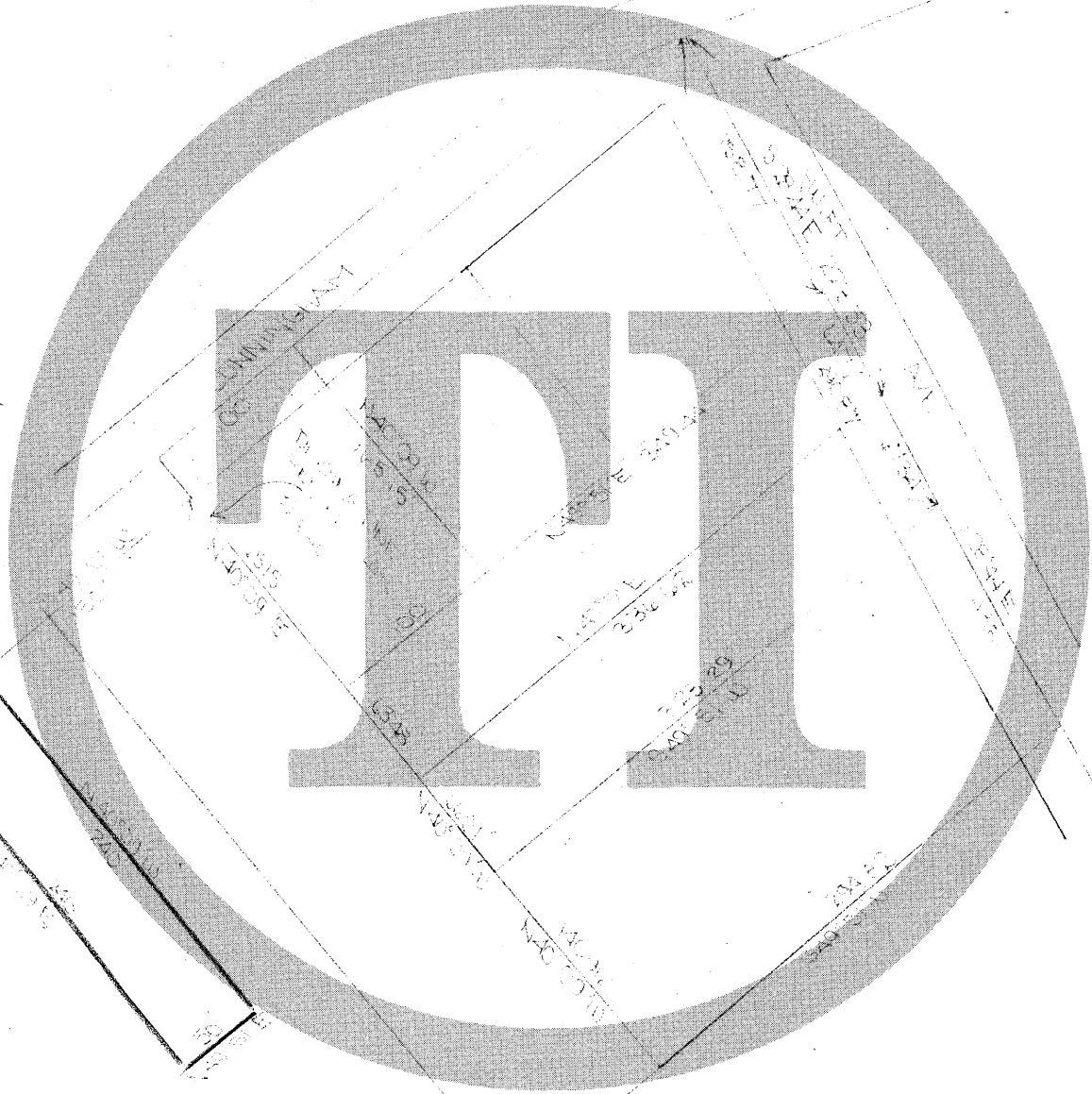
rpf/pb 5 copies to Dept. of Public Works

Appl. No. 240588

EXHIBIT A

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

BEGINNING at a point on the Southeasterly line of Cunningham Avenue, that is distant thereon South $49^{\circ} 51'$ West 150.0 feet from the dividing line between Lots 39 and 40 of the Fillmore Tract, as said Avenue and Lots are shown upon the Map herein referred to; thence continuing along the said Southeasterly line of Cunningham Avenue South $49^{\circ} 51'$ West 50.0 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South $40^{\circ} 09'$ East 240.0 feet; running thence at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 50.0 feet; running thence parallel with said dividing line North $40^{\circ} 09'$ West 240.0 feet to the point of beginning and being a part of Lot 39, as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which said Map was filed for record February 14, 1888 in Book C of Maps, page 57, Santa Clara County Records.



SECTION 13

SECTION 14

SECTION 12



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

Jillson

T. 240588

2427214

Hillview Airport

L.P.S. Grant Deed Individual
 #409-14-7
 BETTY B. JILLSON
 the first part y, hereby GRANT TO
 COUNTY OF SANTA CLARA,
 State of California
 the second part y, all that real property situated in the
 County of Santa Clara, State of California, described as follows:

2427214
 BOOK 6075 PAGE 458
 Recorded at the request of
 Title Insurance and Trust Company
 JUN 24 1963
 PAUL R. TSELM, Recorder,
 Santa Clara County, Official Record
 Above space for Recorder

BEGINNING at a point on the Southeasterly line of Cunningham Avenue, that is distant thereon South 49° 51' West 150.0 feet from the dividing line between Lots 39 and 40 of the Hillmore Tract, as said Avenue and Lots are shown upon the Map herein referred to; thence continuing along the said Southeasterly line of Cunningham Avenue South 49° 51' West 50.0 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South 40° 09' East 240.0 feet; running thence at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North 49° 51' East 50.0 feet; running thence parallel with said dividing line North 40° 09' West 240.0 feet to the point of beginning and being a part of Lot 39, as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Hillmore Tract", which said Map was filed for record February 14, 1898 in Book C of Maps, page 57, Santa Clara County Records.

BOOK 6075 PAGE 460

WITNESS my hand this 22th day of March, 1963
 Betty B. Jillson

STATE OF CALIFORNIA
 COUNTY OF SANTA CLARA
 On this 22th day of March, 1963 before me, WILLIAM H. GRIFFIN, a Notary Public in and for said County and State, personally appeared
 He declared to me that he is the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid Hillview Parcel No.: 14-17
 Grantor: George G. Mosqueda Telephone: 2582157 Entire Area: _____
 Property Address: Rt. 7, Box 193M San Jose 50.804 sq. ft. or 1.166 ac
 Mailing Address: Same Part Required: _____
 Jurisdiction: City of San Jose all sq. ft. or all ac
 Remainder: none none ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>.16</u>	196	196	Deposit	Settlement
Acre: \$ <u>6970</u>				
Land Acquired:		8100		8100
Sq. Ft.: <u>50804</u>				
Acre: <u>1.666</u>		3400		3400

Improvements:
 Severance:
 Benefits:
 Other Consideration:

Total Consideration - Offset by Benefits: 11,500 11,500

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: _____
 Balance after this Acquisition: _____ % Obligated to Date: _____
 Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

- 1.x Removal of Imps. by Grantor
- 2. Const. Contract Items
- 3. Rentals
- 4.x Withheld Funds
- 5. Excess Lands
- 6. Salvage Bldgs.
- 7. Continued Occupancy
- 8. Settlement Justification
- 9.x Title Exceptions
- 10.
- 11.
- 12.

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
3	666	15	poor
4	707	15	poor

Grantor given oral permission to salvage any part of the improvements.

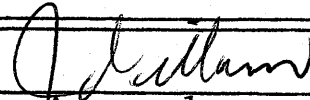
Escrow instructions will provide for \$100.00 to be released to the owner when the house is vacated.

Take subject to:
 3. public road
 4, 5 & 6 Public utility easement

Clear
 1 & 2 taxes
 7. Deed of Trust
 8. County lein (Co. 437-61969)

Title Co.: Title Insurance
 # 240579 Date: 10-17-62
 Grantor Acquired Date: 7-24-57
 I.R.S. \$1.10
 Appraised by: Harold Samuelson
 Date: June 1962
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: No
 O.I.P. : _____
 Agreements: Attached
 Resolutions: _____
 Deeds: In R/W File Maps: _____
 Negotiating Agent: Walter J. Doyle
 Dep. County Counsel: R. Sturges

Auth exec. of agent. 1-14-63
 ITEM No 320
 ENC No 29


 Approval
 To County Counsel:
 Agenda: 1/4/63 Item# _____

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Date:
March 11, 1964

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

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

Project: Reid-Hillview
Parcel No.: B-240578 (T.I)
Grantor: George G. Mosqueda
Deed Recorded: Date: 2/18/63
Book: 5909
Page: 70

Tax cancellation forms have been forwarded to
Assessor's Office (April 18, 1963).

SPENCER M. WILLIAMS
County Counsel

By /s/ Gerald J. Thompson
Deputy County Counsel

GJT/EC:
Copies:

Public Works - Right of Way Section
County Counsel

COUNTY OF SANTA CLARA

Office of the COUNTY COUNSEL

SPENCER M. WILLIAMS

COUNTY COUNSEL

JOHN R. KENNEDY

WILLIAM M. SIEGEL

ASSISTANT COUNTY COUNSELS

DEPUTIES:

JOAN A. SYMON

ROBERT S. STURGES

ROBERT P. McNAMEE

RICHARD S. HARRISON

JOHN B. GUNN

SELBY V. I. BROWN, JR.

MARVIN G. HALN

GERALD J. THOMPSON

JOSEPH G. SCHUMB, JR.

BOND & TAX CLERK

DOROTHY V. FANNING

ZONING INVESTIGATOR

ROBERT R. FEDDE

COUNTY ADMINISTRATION BUILDING

70 WEST ROSA STREET

SAN JOSE 10, CALIFORNIA

TELEPHONE CYPRESS 9-2111

February 1, 1963

Title Insurance and Trust Company
Santa Clara County Office
66 North First Street
San Jose 13, California

Re: County of Santa Clara vs. George G. Mosqueda,
et al., Escrow No. 240579(Reid-Hillview)

Gentlemen:

Enclosed is a warrant in the sum of \$11,500.00 which you are authorized and instructed to disburse to the sellers of the property described in the above-numbered preliminary title report. When you can issue to the County of Santa Clara a title insurance policy in the said sum insuring a fee title in the County free and clear of all liens and encumbrances except those listed in paragraphs three; (right of the public to use as a roadway), four; (electrical transmission easement), five; (electrical transmission easement), six; (electrical and telephone transmission easement), of the said preliminary title report dated October 17, 1962.

A copy of the agreement is enclosed, and you will note that taxes are to be prorated as of the close of escrow.

Please send the recorded deed, your policy and your closing statement to me all at the same time.

Yours very truly,

SPENCER M. WILLIAMS,
County Counsel

By
Robert S. Sturges,
Deputy County Counsel

RSS:blm

encl: warrant
deed

Cert. of Acceptance
agreement

cc: Dept. of Public Works
Right of Way Section

COPY



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 17, 1962

Department of Public Works
20 West Rosa Street
San Jose, California

IMPORTANT

When replying refer to
Our No. 240579

Fee: \$52.50

Your No.

Hillview Airport

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m. B. M. BLANCHARD Title Officer

Vestee: **GEORGE G. MOSQUEDA and ANGIE MOSQUEDA,**
his wife, as joint tenants

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Sale to the State of California on June 29, 1962 on account of non-payment of Second installment of County and City Taxes for the fiscal year 1961-62. Assessment Number 489-14-17, Code Number 43-77. The amount necessary to redeem this sale on or before September 28, 1962 according to estimate furnished by County Tax Collector is \$81.97.
- Third:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Avenue.
- Fourth:** Right of Way for electric transmission line as granted by Manuel C. Silva and Mary Silva, husband and wife, to Pacific Gas and Electric Company, a corporation, by Deed dated November 17, 1927 and recorded November 30, 1927 in Book 344 of Official Records, page 228, the route of said transmission line being more particularly described as follows, to wit:
- Beginning at a point in the Southeasterly boundary line of said Lot 39 (marked by a fence now upon the ground) from which a 2" x 3" stake marking the intersection of the Southeasterly boundary line of Lot 40 with the Southwesterly boundary line of Swift Avenue, as shown upon said Map bears North 40° 47' East, 88.0 feet distant and running thence

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

North 39° 20' West, 800.0 feet, more or less, to a point in the Northeasterly boundary line of said Lot 39.

Fifth: Right of Way for electric transmission line as granted by John Andrews and Marena Andrews, husband and wife, to Pacific Gas and Electric Company, a corporation, by Deed dated December 20, 1932 and recorded February 11, 1933 in Book 638 Official Records, page 360, the route of said transmission line being more particularly described as follows, to wit:

Beginning at a point in the Northwesterly boundary line of said Lot 40 (said boundary line being marked by the center line of Cunningham Avenue) from which the intersection of the Southwesterly boundary line of said Lot 40 with the Southeasterly boundary line of Cunningham Avenue (Said intersection being marked by the intersection of fences now upon the ground) bears South 7° 39' East 35.7 feet distant and running thence South 39° 20' East 1300 feet, more or less, to a point in the Southwesterly boundary line of said Lot 40.

Sixth: Right of way for electric and telephone transmission line over the Northeasterly 6 feet of Lot 40 hereinafter referred to, as granted by Anton J. Bondesen, et ux, to Pacific Gas and Electric Company and The Pacific Telephone and Telegraph Company, California corporations, by Deed dated August 23, 1946 and recorded October 23, 1946 in Book 1384 Official Records, page 270, reference to the record thereof is hereby made for further particulars. (Affects a portion of the premises lying within the bounds of Swift Avenue)

Seventh: Deed of Trust by George G. Mosqueda and Angie Mosqueda, his wife, to Western Title Insurance and Guaranty Company, a corporation, as Trustee, to secure the payment to William H. Lorquin and Adele M. Lorquin, both single, as joint tenants, of \$4,000.00 and additional advances, dated August 24, 1959 and recorded August 26, 1959 in Book 4525 Official Records, page 495, Recorder's Serial Number 1684642.

Western Title Insurance Company, formerly Western Title Insurance and Guaranty Company, a corporation, is now Trustee under the above Deed of Trust.

Eighth: Agreement by George G. Mosqueda with Board of Supervisors, County of Santa Clara, State of California, dated May 3, 1962 and recorded July 11, 1962 in Book 5641 Official Records, page 455, Recorder's Serial Number 2223658, wherein first party agrees to reimburse second party for all sums advanced or to be

advanced for indigent aid, which sums are to constitute a lien on premises.

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose as to taxes, assessments and/or bonds.

Note 2: First installment of County and City Taxes for the fiscal year 1961-62 has been paid. Assessment Number 489-14-17, Code Number 43-77.

Amount of tax	\$72.92
---------------	---------

Note 3: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value real estate	\$820.00
Assessed value improvements	800.00
Assessed value personal property	none

The Address of the above Vestees as disclosed by the County Tax Rolls for the fiscal year 1961-62 is Route 7, Box 193 M, San Jose, California.

Note 4: The above Vestees acquired title to premises by Deed from Pedro A. Gutierrez, also known as Pedro Gutierrez, and Eloisa Gutierrez, his wife, as joint tenants, dated July 24, 1957 and recorded August 2, 1957 in Book 3859 Official Records, page 121, Recorder's Serial Number 1367866, and to which Deed there were affixed Revenue Stamps in the sum of \$1.10.

DESCRIPTION

For description of real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

rpf/kk

EXHIBIT A

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

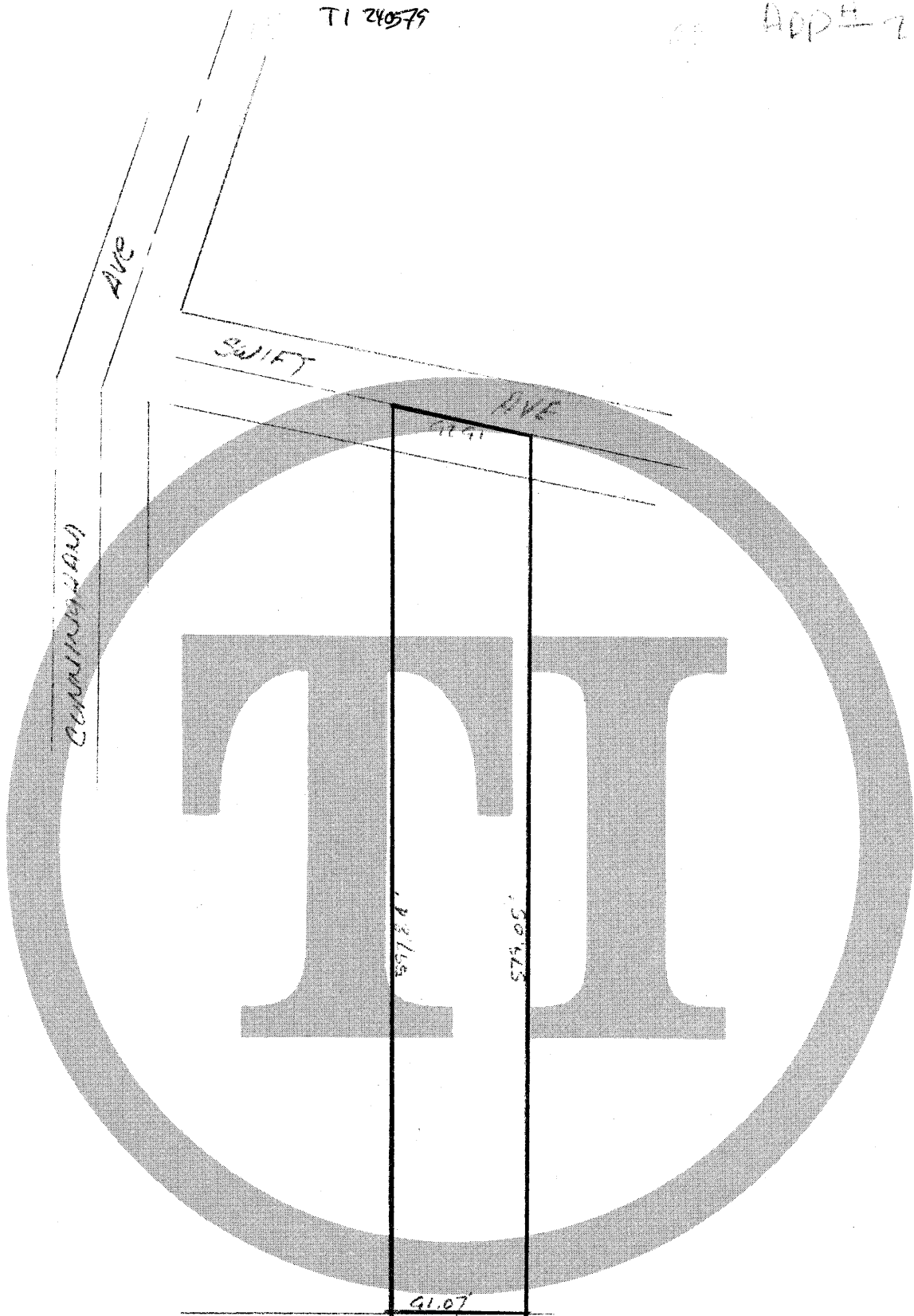
BEGINNING AT a point in the center line of Swift Avenue, 60 feet wide, distant thereon South $28^{\circ}44'$ East 570.98 feet from the point of intersection of said center line with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along said line of Swift Avenue, South $28^{\circ}44'$ East 92.91 feet; thence parrallel with the Southeasterly lines of Lots 39 and 40, as shown upon said Map, South $49^{\circ}51'$ West 579.05 feet to the Southwesterly line of said Lot 39; thence along said line of Lot 39, North $40^{\circ}09'$ West 91.07 feet; thence parallel with the Southeasterly lines of said Lots 39 and 40, North $49^{\circ}51'$ East 597.84 feet to the point of beginning, containing 1.17 acres of land, more or less, exclusive of that portion lying within the limits of Swift Avenue and being portions of Lots 39 and 40, as laid down, designated and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, at page 57.

MOSQUEDA

TI 240579

ADD# 240579

TO 236 VC



FILMORE TRACT

C - MAP - 57



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

MOSQUEDA

Reid Hillview
14-17
Mosqueda

Application No.

No. 4A 14-17



Grant Recd Individual

GEORGE G. MOSQUEDA and ANGIE MOSQUEDA, his wife

the first part Les, hereby GRANT TO
COUNTY OF SANTA CLARA
State of California

the second part y all that real property situated in the
County of Santa Clara, State of California, described as follows.

2840000
LIBER 5909 R 70
Above space for Recorder

Appl. No. 240579

EXHIBIT A

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

BEGINNING at a point in the center line of Swift Avenue,
60 feet wide, distant thereon South 28°44' East 570.98
feet from the point of intersection of said center line
with the center line of Cunningham Avenue, 60 feet wide,
the said Avenues are shown upon the Map hereinafter referred
to; thence along said line of Swift Avenue, South 28°44'
East 22.91 feet; thence parallel with the Southeastery
lines of Lots 39 and 40, as shown upon said Map, South
40°51' West 579.05 feet to the Southwesterly line of said
Lot 39; thence along said line of Lot 39, North 40°09'
West 91.07 feet; thence parallel with the Southeastery
lines of said Lot 39 and 40, North 49°51' East 597.84
feet to the point of beginning, containing 1.17 acres of
land, more or less, exclusive of that portion lying within
the limits of Swift Avenue and being portions of Lots 39
and 40, as laid down, designated and delineated upon that
certain Map entitled, "Map of the Subdivision of the
Fillmore Tract", which said Map was filed for record in the
office of the Recorder of the County of Santa Clara, State
of California, on February 14, 1888 in Book "G" of Maps,
at page 27.

WITNES
Signed and delivered
in the presence of:

City of
George G. Mosqueda
Angie Mosqueda

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On this day of 19 before me,
a Notary Public in and for said County and State, personally appeared

the person whose name subscribed to the foregoing instrument, and acknowledged to me that

Knows the contents and executed the same

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid-Hillview Parcel No.: 3511-14-12
 Grantor: J. Tabares Telephone: _____ Entire Area: _____
 Property Address: 2484 Cunningham Road 17,933 sq. ft. or 0.422 ac
 Mailing Address: Box 193 K, San Jose Part Required: _____
 Jurisdiction: San Jose sq. ft. or All ac
 Remainder: None ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>0.16+</u>	196	196	3	Deposit Settlement
Acre: \$ <u>7,500</u>				
Land Acquired:		\$3,165		
Sq. Ft.: <u>17,933</u>				
Acre: <u>0.422</u>				

Improvements: (See description below) \$5,335

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$8500

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: _____
 Balance after this Acquisition: _____ % Obligated to Date: _____
 Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

	<u>Description of Improvement Acquired</u>			
	<u>No. of Rooms</u>	<u>Area Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>
1. Removal of Imps. by Grantor	Res. 4	785	10	Fair
2. Const. Contract Items				
3. Rentals				
4. Withheld Funds				
5. Excess Lands				
6. Salvage Bldgs.				
7. Continued Occupancy		96		
8. Settlement Justification				
9. Title Exceptions				

Mr. Tabares has been contacted on four different occasions and has not been willing to settle. The appraised value is \$8,500, and the property is heavily encumbered with welfare liens.

Title Co.: Title Insurance & Trust
#240584 Date: Aug. 27 '62
 Grantor Acquired Date: March 5, '60
 I.R.S. \$1.65
 Appraised by: Clevenger, Samuleson & Staff
 Date: Nov. '61 June 62 & Jan. '63
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: _____
 O.I.P. : _____
 Agreements: _____
 Resolutions: _____
 Deeds: _____ Maps: _____
 Negotiating Agent McCready (Doyle)
 Dep. County Counsel: Harrison

Approval _____

To County Counsel:
 Agenda: SK/10 Item#

RECORDING REQUESTED BY

3028478

BOOK 7318 PAGE 497

AND WHEN RECORDED MAIL TO

County of Santa Clara
Dept. of Public Works
411 Hedding Street
San Jose, California

Recorded in presence of
Title Insurance and Trust Company
31 1966 11:11 A.M.
PAUL R. YEHM, Recorder,
Santa Clara County, Official 2



SPACE ABOVE THIS

Same as above

AFFIX I.R.S. \$2.00 IN THIS SPACE

TI 24584
#491 13 9

Grant Deed

TO 405 C THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.
THEODORE E. MOWREY and MARGARET T. MOWREY, his wife

hereby GRANT(S) to
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

the following described real property in the City of San Jose
County of Santa Clara, State of California:

BEGINNING at the point of intersection of the center line of Cunningham Avenue, 60 feet wide, with the center line of Swift Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along the center line of Cunningham Avenue, South 66° 12' West 30.22 feet to an iron pipe set at an angle point therein; thence continuing along said center line of Cunningham Avenue, South 49° 51' West 152.45 feet to the most Northerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Catarina Carlos by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving the center line of Cunningham Avenue and running along the Northeasterly line of said parcel of land so conveyed to Carlos, South 40° 09' East 165.15 feet to the most Easterly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Carlos Franco by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the Northwesterly line of said parcel of land so conveyed to Franco, North 49° 51' East 145.44 feet to the most Northerly corner thereof on the center line of Swift Avenue; thence along the center line of Swift Avenue, North 26° 44' West 159.77 feet to the point of beginning and being a portion of Lot 40 as shown upon the Map of the subdivision of the Fillmore Tract, which was filed for record on February 14, 1938 in the office of the Recorder of the County of Santa Clara, State of California, in volume "C" of Maps, at page 37.

3028478 MAR 21 66

Theodore E. Mowrey and Margaret T. Mowrey



MARC V. WHITE

D

1

POSTAGE WILL BE PAID BY ADDRESSEE

BOOK 7318

Recorded & Indexed by
Tittle Industries and Title Company
Dec. 21 1965 11:41 AM
PAUL R. TITTLE, Recorder

County of Santa Clara
Dept. of Public Works
1000 Mission Street

BOOK 7318 PAGE 498

Dated December 22, 1965

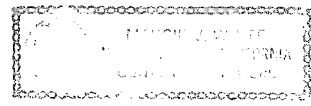
Theodore E. Mowrey
Theodore E. Mowrey

STATE OF CALIFORNIA
COUNTY OF Santa Clara
On December 22, 1965, before me, the undersigned a Notary Public in and for said State, personally appeared

Margaret T. Mowrey
Margaret T. Mowrey

Theodore E. Mowrey and Margaret T. Mowrey

known to me to be the persons whose names are subscribed to the within instrument and I acknowledged that they executed the same in their free and lawful capacity.



Signature: Margie V. White

MARGIE V. WHITE
My Commission Expires Sept. 28, 1968

302877 MAR 21 66

Theodore E. Fowery
Reid - Hillview Airport
Parcel No. 3-11-4-10

BOOK 7318 PAGE 490

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

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

IN WITNESS WHEREOF, I have hereunto set my hand
this _____ MAR 21 1966

By Alvin A. Duran
Chairman, Board of Supervisors
County of Santa Clara

JRK
9/65

the County of Santa Clara, State of California, in Volume "C"
of Maps, at page 57.

Project: Reids' Hillview

Parcel No.: 14-12

Grantor: Tabares

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Juan Tabares & Elvira

Tabares, 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

_____ (\$_____).

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 Exceptions 3 & 4 of preliminary title report

#240584 dated October 10, 1962

and agrees that said deed will be deposited with the T. I. & Trust Title Insurance Company in escrow account no. 240584 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.

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 _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this _____ day of _____,
19_____.

Owner

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

By _____
Deputy County Counsel

9/29/61

Application No. 240584

EXHIBIT A

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

BEGINNING at the point of intersection of the center line of Cunningham Avenue, 60 feet wide, with the center line of Swift Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along the center line of Cunningham Avenue, South $68^{\circ} 12'$ West 30.22 feet to an iron pipe set at an angle point therein; thence continuing along said center line of Cunningham Avenue, South $49^{\circ} 51'$ West 152.45 feet to the most Northerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Catarino Carlos by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving the center line of Cunningham Avenue and running along the Northeasterly line of said parcel of land so conveyed to Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Easterly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Carlos Franco by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the Northwesterly line of said parcel of land so conveyed to Franco, North $49^{\circ} 51'$ East 149.44 feet to the most Northerly corner thereof on the center line of Swift Avenue; thence along the center line of Swift Avenue, North $28^{\circ} 44'$ West 158.77 feet to the point of beginning and being a portion of Lot 40 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, at page 57.

OFFICE OF THE COUNTY COUNSEL

COUNTY OF SANTA CLARA

Date: **June 8, 1966**

TO: Clerk of Board of Supervisors
FROM: County Counsel
SUBJECT: Property Acquisition, File No. **800.12**

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

Project: **Reid-Hillview Airport**

Parcel No: **3511-14-12**

Grantor: **Juan Tabares**

Deed Recorded: Date: **Mar. 21, 1966** Ser. No. **3028478**
Book: **7318**
Page: **497**

Tax cancellation forms have been forwarded to Assessor's Office, cancelling taxes as of March 21, 1966.

SPENCER M. WILLIAMS
County Counsel

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

GFV:gc

Copies:

Public Works - Right of Way Section
Agent: Mitchell

C. Battersby, Manager of Operations

Robert J. Perrich, Asst. Director
Department of Public Works

REID-HILLVIEW AIRPORT - TABARES PROPERTY

May 17, 1966

→ 3511-17-12

Fire Marshal Bruce Wiggins called Monday afternoon, May 16, to advise that they are through with their investigation of possible arson to the house on the subject property. Apparently, there is not enough evidence to prosecute in spite of the strong indication that arson was involved.

Please proceed to demolish the house and otherwise clear the property and incorporate it with the general airport.

RJP:es

cc: EMT
EDH

A handwritten signature in dark ink, appearing to be 'J. M.', is written over a horizontal line that extends from the 'cc:' field.

Juan Tabares.

1
daughter →

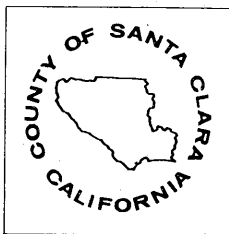
Mrs. Philip Escamilla

Tabares
atty to file dismissal

→ no old atty is J.A.

he claims owner has moved
& he wants owner to sign dismissal.

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST HEDDING STREET
CIVIC CENTER SAN JOSE, CALIFORNIA 95110 299-2111

November 18, 1965

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

Re: Escrow No. 240584 Project: Reid Hillview Airport
Name: Juan Tabares
Parcel No. 3511-14-12 File No. 800.12

Gentlemen:

This letter and the enclosed agreement will constitute your escrow instructions in connection with the above purchase.

1. You are authorized and instructed to receive into escrow the enclosed warrant #72 in the sum of \$9,000.00.

2. You are instructed to obtain the necessary deed or deeds from the attorneys for the sellers. Ronald Dunton is the attorney for Mr. Mowery and Fred Lucero is the attorney for Mr. Tabares. The address of each attorney appears at the end of this letter. When you have obtained said deed or deeds, with a description corresponding to the description shown in the enclosed agreement, you are instructed to send them to my attention so that the certificates of acceptance may be attached and then the documents will be returned to your office for recording.

3. Upon the recordation of said deed or deeds you are instructed to issue a policy of title insurance free and clear of all liens and encumbrances except items No. 2 and 3 as shown in your preliminary report No. 240584 dated December 1, 1964. Title shall be insured for \$9,000.00. Show on the policy the name of the previous owner, the name of the project, the parcel number, and the file number. Include maps of the property in the policy.

4. Taxes will be prorated and cancelled as of the recording of the deed in accordance with provision 3a of the enclosed agreement, and any tax due shall be deducted from the enclosed warrant and paid over to the county tax collector.

COPY
-1-

November 18, 1965

5. Purchsser will pay all the costs of escrow, revenue stamps, and title insurance policy. Your invoice, the original policy and one copy of title insurance, and the recorded deed or deeds, should be mailed to County Counsel, County of Santa Clara, 70 West Hedding, San Jose, California, for inspection and approval.

6. The amount of revenue stamps on the deed shall be \$9.90.

Should you have any questions regarding this escrow, please contact the attorneys listed below or myself.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By



Gary F. Voecks
Title Officer

GFV:dob

enc. Warrant
Agreement

cc: ✓ Mr. J. Mitchell
Dept. of Public Works

Mr. Ronald Dunton
Attorney at Law
113 Cooper Street
Santa Cruz, California

Mr. Fred Lucero
Attorney at Law
Office of the Public Defender
425 West Hedding Street
San Jose, California

EDH
Reid
Hillview
C. M. Rockwell

REID-HILLVIEW AIRPORT

DEPARTMENT OF PUBLIC WORKS
Robert J. Ferrich, Asst. Director

November 18, 1965

On November 8, 1965 the Board of Supervisors authorized execution of agreement in settlement and compromise of litigation for the Tabares property at the southwest corner of Cunningham and Swift. Hodge advises that the escrow may close within two weeks and that shortly thereafter, we could, if we wished, proceed with the completion of the Swift-Ocala-Cunningham intersection. Please furnish Nick Cianciarulo the necessary information so that they work can be done with the rebuilding of the Cunningham entrance into the Airport.

RJP:es

cc: Nick Cianciarulo
Don Hodge

November 12, 1965

Title Insurance & Trust Co.
66 North First Street
San Jose, California

Subject: Reid Hillview Airport - 3511-14-12
Your Escrow No. 240584

Gentlemen:

The County of Santa Clara has entered into an Agreement for Purchase of lands covered by the above-referenced title report. The owner of this property has delivered, or will soon deliver, into escrow with your company a deed covering County's acquisition.

At such time as you have received this document, please forward to this office for acceptance. It will be returned to you with escrow instructions at a later date.

Very truly yours,

E. D. HODGE
Chief Real Estate Agent

EDH:dh

cc: GFV

Reid, Illvew

Mc Merney

C. M. Rockwell, Sr. Civil Engr.

DEPARTMENT OF PUBLIC WORKS
Robert J. Perrich, Asst. Director

CUNNINGHAM AND SWIFT LANE INTERSECTION

October 29, 1965

Parcel No. 3511-14-12

Tabares

The present airport development plans provide for the re-construction of a portion of Cunningham Avenue to serve as the new airport entrance. Cunningham will be constructed to new grades. Swift Lane to the North (maybe Ocala to the City of San Jose) has been constructed to new line and grade, and it appears highly desirable to realign a small segment of Swift Lane to the South of Cunningham in connection with our work on Cunningham as an airport entrance.

I understand you are preparing grades and some alignment data for this minor work.

Apparently, we have the signed papers from the property owner on whose property you would be working. They have not been presented to the Board of Supervisors, and I understand that a question of Welfare claim of some \$6500 which a holder of a deed of trust claims to be somehow subordinated will probably be presented; that this could result in lengthy delays.

I have advised Nick Cianciarulo not to proceed with any work until all the right of way matters are settled. Please complete your work just in case the delay is not as long as anticipated. It can always be included on a subsequent contract.

RJP:es

cc: TO'N
EMT
EDH

P

memorandum



TO	Gary Voecks, Escrow Officer	FROM	E. D. Hodge, Chief R/E Agent	
SUBJECT	Reid Hillview Airport - Parcel 3511-14-12		DATE	Oct. 27, 1965

(Tabares et al.)

Herewith your copies of Right of Way Data Sheet, title report and 5 copies of description on above parcel. R. Harrison sent us prepared and owner signed "Agreement for Settlement and Compromise of Litigation" which we are now preparing to agendize for Nov. 8 Board meeting.

It is suggested that the trustee sale under default of payment in the loan covered in exception 8 should be investigated to determine whether County was notified of the sale as requested, and whether the foreclosure might be invalidated if County was not. We also believe the Welfare Department should be advised to submit its claims, if any, into the escrow.

EDH:JFM:dh

Attachments

MEMORANDUM

To: Mr. E. D. Hodge, Public Works Dept.
Right of Way Section
SUBJECT: Reid-Hillview Airport;
Tabares; Parcel #3511-14-42

From: Richard S. Harrison, Deputy County
Counsel
Date: October 25, 1965

As you probably recall this parcel was set for trial in September, 1964, and on the morning of trial a settlement was reached. The settlement was at the figure that our appraiser, Floyd Clevenger, would have testified; \$ 9000. After an agreement in settlement and compromise was reached the owner was reluctant to sign and the better part of the year has been spent in dealing with him and his attorney. He has now agreed to the original settlement price and I am forwarding to you herewith an original and 3 copies of an agreement in settlement and compromise of this litigation. The agreement has been signed by Mr. Tabares as well as by Mr. & Mrs. Mowrey who foreclosed a deed of trust on the property in the meantime and who also claim to be the owners of the property. They have worked out among themselves the division of the \$9000 purchase price, and this division will be handled in escrow. I would appreciate your placing this on the agenda of the Board of Supervisors as soon as possible.

I do not know whether Floyd Clevenger has forwarded to you an appraisal or other report. I do know that in October of 1964 he billed us for trial preparation and he did prepare a similar report on the Cadalbert property. If you need something further from Clevenger before placing this material on the agenda would you please obtain whatever is needed immediately. The airport manager is anxious to acquire this property and to get Mr. Tabares off of it and I am anxious to have the matter closed.

Would you please instruct the clerk of the Board of Supervisors to return the executed copies of the agreement to me since there are attorneys involved and I wish to forward their copies to them.

Yours ~~very~~ truly,

RSH
Richard S. Harrison

RSH:gc
Enc.

Mitchell

MEMORANDUM

To: Dick Harrison, Deputy Cty. Counsel

From: Justin F. Mitchell, R/W Agent

SUBJECT: Reid Hillview Airport
Parcel 3511-14-12
County vs. Tabares

Date: February 18, 1964

Reference is made to your memorandum of February 10, 1964, transmitting a copy of a letter received from the attorney representing the Mowreys, who have taken the above-referenced parcel by foreclosure action.

The offer which has been made on this property at \$8,500.00 represents, in our opinion, the maximum value that could be supported by any existing market data in the area. As you know, this property is not served by any public utility except electricity. Two years ago when the Mowreys had it represented to them as having a loan value of \$11,000.00, the property at that time did have domestic water supplied to it, but even that was not a publicly operated water service.

It appears that the Mowreys have made a very poor investment, and they or their attorney certainly cannot expect the County to bail them out.

You may be interested in viewing the attached newspaper photograph of subject parcel which appeared in the local press in early January after the first heavy rain this season. I think you will agree that there is plenty of water out there, but not for domestic use.

26

JFM:o's

Attachment

M E M O R A N D U M

TO: JUSTIN MITCHELL
FROM: RICHARD S. HARRISON
DATE: FEBRUARY 10, 1964
RE: COUNTY V. TABARES (Parcel No. 3511-14-12)

Enclosed is a photocopy of a letter received from the attorney for the Mowreys who apparently have taken the property back on the foreclosure of a trust deed. As far as I know, their figures are out of line with our thinking but this information is nevertheless sent to you for whatever value it may be.

RSH

H. C. LUCAS (1879-1952)

STEPHEN WYCKOFF
LOYD R. MILLER
HARRY C. LUCAS, JR.
JERRY L. STANLEY
RAY J. SCOTT

LUCAS, WYCKOFF, MILLER, STANLEY & SCOTT

LAW OFFICES

113 COOPER STREET - POST OFFICE BOX 475
SANTA CRUZ, CALIFORNIA 95061
AREA CODE 408 - 426-2111

ASSOCIATES

DONALD R. HAILE
RONALD K. DUNTON
MARILYN R. DAVIS

February 6, 1964

Mr. Richard S. Harrison ✓
Deputy County Counsel
Room 507 County Administration Bldg.
70 West Hedding Street
San Jose 10, California

Re: County of Santa Clara v.
Tabares, et al (No. 151690)

Dear Sir:

Enclosed herewith is a copy of Answer of the defendants Mowrey in the above entitled action. We allege that the property is of the value of \$12,500.00. However, I will state frankly that we have not yet employed an appraiser in connection with these proceedings and are not familiar with land values in the area in question. Approximately two years ago this property was represented to my clients as having a value of \$11,000 and it is based largely on that representation that Mr. and Mrs. Mowrey believe it is probably worth \$11,500 to \$12,500 at the present time. If there is any chance of settling this matter for a figure in that neighborhood and saving the expense of employing appraisers we would be happy to discuss the matter with you.

As you are probably aware, the title to this property is in litigation by reason of an action brought by the former owner Juan Tabares. Any settlement which may be considered will necessarily have to include Mr. Tabares unless his suit is first disposed of. Probably a settlement agreeable all around could be made and the money held in escrow pending the outcome of the title litigation.

Yours very truly,


LOYD R. MILLER

RECEIVED
FEB 7 1964
COUNTY COUNSEL

LRM:gj

Enc. 1

No. 11081

OF THE COUNTY OF SANTA CLARA OR ANY BANK OR BANKER

CONTROLLER'S NO. 7 SAN JOSE, CALIF.

PAY-----Nine and 50/100 Dollars-----\$9.50

TO THE ORDER OF PAUL R. TEILH, Clerk of the Superior Court

DATE December 4, 19 63

PAYABLE FROM FUND NO. 234

COUNTY COUNSEL TRUST FUND

TO THE COUNTY CONTROLLER:

YOU ARE HEREBY AUTHORIZED TO DRAW YOUR WARRANT IN FAVOR OF THE ABOVE, FROM THE County Counsel's TRUST FUND IN WHICH DEPOSIT IN LIKE OR GREATER AMOUNT HAS BEEN MADE, FOR

THE AMOUNT OF \$ 9.50 SPENCER M. WILLIAMS OFFICIAL County Counsel

BY Richard B. Harrison Deputy County Counsel

APPROVED EDWARD N. GLAESER COUNTY CONTROLLER

BY NON-NEGOTIABLE DEPUTY CONTROLLER

ABOVE WARRANT IS IN PAYMENT OF ITEMS LISTED BELOW

PLEASE DETACH THIS VOUCHER OF WARRANT

DATE OF CLAIM	EXPLANATORY	AMOUNT
12-4-63	County of Santa Clara v. Tabares, et al. (Reid-Hillview Airport)(Filing Fee)	\$9.50
3511-14-12	465-1F	
TOTAL		\$9.50

IF THIS WARRANT IS NOT CORRECT, RETURN TO THE SANTA CLARA COUNTY CONTROLLER WITHOUT ALTERATION, AND STATE DIFFERENCE

270274

RECEIVED

MEMORANDUM

To: Richard Harrison, Dep. County Counsel

From: E.D. Hodge by J. H. Whitcomb

SUBJECT: Parcel 3511-14-2 (Tabares)

Date: December 8, 1963

Attached hereto is proof of service of summons on Juan Tabares. Also attached, we are returning the original summons, as well as the copy intended for service on Elvira Tabares. It is now fully established that Elvira Tabares is deceased.

PROOF OF SERVICE

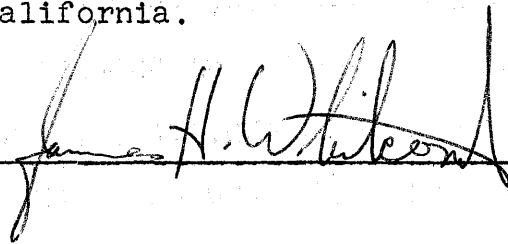
I am and was at the time of the service of the summons,
complaint and Lis Pendens attached hereto, a citizen of
the United States, over the age of eighteen years, and not a party
to the within entitled action.

I personally served the attached summons, complaint
and Lis Pendens

on the herein named defendant ____, whom deponent knew to be the
person__ named in the said summons and complaint by
delivering to and leaving with _____ said defendant__
personally, at the place hereinafter set forth in the State of
California, County of Santa Clara, and at the time set
opposite his respective name__, a copy of said summons
attached to a copy of the complaint referred to in said summons.

<u>Name of Defendants Served</u>	<u>Place Where Served</u>	<u>Date of Service</u>
<u>Juan Tabares</u>	<u>2484 Cunningham Ave.</u>	<u>Dec. 6, 1963 2:23 P.M.</u>
	<u>San Jose</u>	

I declare under penalty of perjury that the foregoing is
true and correct. Executed on December 6, 1963, at 20 West
Hedding St., San Jose, California.



July 10, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Rosa Street
San Jose, California

Subject: Reid-Hillview Airport - Project No. 3511

Dear Mr. Williams:

Transmitted herewith are requests for condemnation concerning the Reid-Hillview Airport expansion on the following properties:

<u>Vestee</u>	<u>Parcel Numbers</u>
Cadalbert	3511-14-5
Lujan	3511-14-8
Tabares	3511-14-12
Torres	3511-14-13
Crutcher	3511-14-18
Di Salvo	3511-14-20, 21, 22
Mercier (Parales)	3511-15-2
Home Mutual S. & L. (Guardian Capital Co.)	3511-15-12, 13

The following documents are enclosed:

1. Suit Data Sheet-original and 2 copies
2. Property Data Sheet-original and 5 copies each
3. Updated Title Reports-1 each parcel
4. Descriptions-refer to title report (every parcel is a full take)
5. Property Plats -refer to title report (every parcel is a full take)
6. Termini Map- 10 (each parcel is colored where condemnation is being requested)

Mr. Spencer M. Williams

Page 2

July 10, 1963

All utility relocations are to be handled by Engineering.
There are no other known off-record interests.

Upon completing the necessary proceedings for filing
requested condemnation action, please return a completed copy
of the enclosed data sheet for our right of way file.

Please advise if any further documents or other
information is needed.

Very truly yours,

E. D. HOBBS
Chief Right of Way Agent

EDM:WMA:0js

Enclosures

FORM PD 14

Date: January 18, 1963

MEMORANDUM

To: COUNTY DEPT. OF PUBLIC WORKS - Mr. BESSON County of Santa Clara

From: TED C. LANIER, Supervisor

Dept: COLLECTIONS

SUBJECT: TABARES, JUAN & ELVIRA
438-12649 - Cl. 2/14/62
COUNTY LIEN ON PROPERTY

As per your telephone request, this department notified you of the amounts owed by the above mentioned to the County.

Information as to the purpose of your request and on any possible property transaction that may be in progress is requested.

Josph, Let me know the amts of the liens.

RECEIVED
BIBB... MOORE
JAN 21 1963

CONRAD ENGINEERS
714 ST 1003
DEPT. OF PUBLIC WORKS
SANTA CLARA CO. CALIF.

ejd

Date: November 19, 1962

MEMORANDUM

To: COUNTY DEPT. OF PUBLIC WORKS - Mr. BESSON

County of Santa Clara

From: TED C. LANIER, Supervisor

Dept: COLLECTIONS

SUBJECT: TABARES, JUAN & ELVIRA
438-12649 - Cl. 2/14/62

FORM PD 14

As per your telephone request the amounts owed by the named people to the County are as follows:

CWD.	\$3,473.31
HOSP	3,600.40

Please contact this office if any property transaction will transpire.

RECEIVED
 PUBLIC WORKS
 NOV 15 8 15 AM '62
 COUNTY OF SANTA CLARA

NOV 19 1962
 COUNTY OF SANTA CLARA
 PUBLIC WORKS

MEMORANDUM

To: Richard Harrison, Dep. County Counsel From: E.D. Hodge by J. H. Whitcomb
SUBJECT: Parcel 3511-14-2 (Tabares) Date: December 8, 1963

Attached hereto is proof of service of summons on Juan Tabares. Also attached, we are returning the original summons, as well as the copy intended for service on Elvira Tabares. It is now fully established that Elvira Tabares is deceased.

county of santa clara

S.D. 2



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: October 29, 1965

FOR: BOARD OF SUPERVISORS AGENDA OF November 8, 1965


FROM: HODGE, REAL ESTATE DIVISION, PUBLIC WORKS

TITLE: AGREEMENT IN SETTLEMENT AND COMPROMISE OF LITIGATION ON PROPERTY
REQUIRED FOR REID-HILLVIEW AIRPORT

DESCRIPTION:

Parcel 3511-14-12	Juan Tabares, et al; \$9,000.00; property located at 2484 Cunningham Avenue, San Jose. Consists of: Land - 18,355 sq. ft. @ \$0.23 per sq. ft. \$4,200.00 (\$10,000.00 per ac.) Improvements - residence 4,800.00 Zoning: R-1
-------------------	--

EDH:o's

APPROVED: 
JAMES T. POTT, COUNTY ENGINEER

	<u>AGENDA DATA</u>
	NOV 8 1965
DATE:	_____
ITEM NO:	<u>9</u>
BOARD ACTION	<u>ok</u>
_____	_____
_____	_____

RIGHT OF WAY DATA SHEET

Grantor: Juan Tabares et al. Project: Reid Hillview Arpt. Parcel No.: 3511-14-12
 Property Address 2484 Cunningham Ave., San Jose Entire Area:
 Mailing Address: _____ 18,355 sq. ft. 0.421 ac
 Telephone: _____ Part Required:
 Jurisdiction: San Jose All sq. ft. _____ ac
 Remainder:
None sq. ft. _____ ac

Unit Land Cost:	Appraisal	O.P.	Settlement
Sq. Ft.: \$ <u>0.23</u>	<u>1961</u>	Deposit	
Acre: \$ <u>10,000.00</u>			
(site value)	\$3,165.00		\$4,200.00
Improvements:	5,103.00		4,800.00
Damages:			
Benefits:			
Other Consideration			

Total Consideration: \$8,268.00 (Rounded \$8,500.00) \$9,000.00
 Cash to Grantor: \$9,000.00

1. Removal of Imps. by Grantor
 2. Const. Contract Items
 3. * Rentals
 4. Withheld Funds
 5. Excess Lands
 6. * Continued Occupancy
 7. * Settlement Justification
 8. * Title Exceptions
 9.

Title Co.: Title Ins. & Tr. Co.
 No.: 240584 Date: 12-1-64
 Grantor Acquired: March 1960
 I.R.S. \$ 1.65
 Appraised by: F. Clevenger
 Date: Nov. 1961
 Type of Title: Fee
 Zoning: R-1
 Access Rights: ---
 Suit Filed: S.C.C. #151690
 O.P.: None
 Agreements: Attached
 Resolutions: _____
 Deeds: To escrow Maps: Display
 R/W Agent: Justin F. Mitchell
 Dep. Co. Counsel: R. Harrison

<u>Description of Improvement Acquired</u>			
<u>No. of Rooms</u>	<u>Area Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>
One story frame and stucco residence			
4	785	10	Fair

<u>#3 - RENTALS</u>			
None. Improvements should be cleared as soon as owner vacates.			

<u>#6 - CONTINUED OCCUPANCY</u>			
Clause 6 of agreement gives owner 30 days after close of escrow to vacate.			

<u>#7 - SETTLEMENT JUSTIFICATION</u>			
Settlement by County Counsel in compromise of litigation is based on over-all value Floyd Clevenger was prepared to testify to when the case was preparing for trial in Sept. 1964.			
Breakdown as between land and improvements is arbitrary, but it is consistent as to land (\$0.23 per sq. ft.) with the compromise settlement in June, 1964 with the adjacent owner on the southeast (Parcel 14-13 Torres).			

<u>#8 - TITLE EXCEPTIONS</u>			
See attached sheet.			

P. D. Hodge
 Approval
 To County Counsel:
 da : _____ Item # _____
 (aces RC-11)

10/26/65 dh

#8 - TITLE EXCEPTIONS

3511-14-12

Clear:

1. Taxes prorated COE.
- 4, 5, 6, & 7. County liens for Welfare, etc.
8. Trust deed, foreclosure, etc.
9. Trust deed to County.
10. Abstract of Judgment in favor of County.
11. County's Lis Pendens S.C.C. No. 151690.
Action to be dismissed by County.

Subject to:

2. Rights of public in Swift & Cunningham Aves.
3. P.G.E. & P.T.T. poleline easement.

I.R.S.

Grant Deed Individual

JUAN TABARES and ELVIRA TABARES, husband and wife

the first part ies , hereby GRANT TO

COUNTY OF SANTA CLARA

the second part y , all that real property situated in the

County of Santa Clara, State of California, described as follows:

Above space for Recorder

EXHIBIT A

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

BEGINNING at the point of intersection of the center line of Cunningham Avenue, 60 feet wide, with the center line of Swift Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along the center line of Cunningham Avenue, South 68° 12' West 30.22 feet to an iron pipe set at an angle point therein; thence continuing along said center line of Cunningham Avenue, South 49° 51' West 152.45 feet to the most Northerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Catarino Carlos by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving the center line of Cunningham Avenue and running along the Northeasterly line of said parcel of land so conveyed to Carlos, South 40° 09' East 165.15 feet to the most Easterly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Carlos Franco by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the Northwesterly line of said parcel of land so conveyed to Franco, North 49° 51' East 149.44 feet to the most Northerly corner thereof on the center line of Swift Avenue; thence along the center line of Swift Avenue, North 28° 44' West 158.77 feet to the point of beginning and being a portion of Lot 40 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, at page 57.

WITNESS hand this day of , 19
Signed and delivered in the presence of:

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA }ss.

On this day of , 19 , before me,
a Notary Public in and for said County and State, personally appeared

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

Notary Public



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 10, 1962

- . Department of Public Works
- . 20 West Rosa Street
- . San Jose, California

Attn: Mr. Besson

IMPORTANT

When replying refer to
Our No. **240584**

Fee: \$52.50

Your No.
Hillview Airport

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962

at 7:30 a.m.

B. M. Blanchard
B. M. BLANCHARD

Title Officer

Vestee: **JUAN TABARES and ELVIRA TABARES,**
husband and wife, as joint tenants

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Sale to the State of California on June 29, 1962 on account of non-payment of Second installment of County and City Taxes for the fiscal year 1961-62. Assessment Number 489-14-12, Code Number 44-75. The amount necessary to redeem this sale on or before September 28, 1962 according to estimate furnished by County Tax Collector is \$71.38.
- Third:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Avenue and Cunningham Avenue.
- Fourth:** Pole line, etc. easement as granted by Anton J. Bondesen and Helga P. Bondesen, husband and wife, to Pacific Gas and Electric Company, and The Pacific Telephone and Telegraph Company, California corporations, by Deed dated August 23, 1946 and recorded October 23, 1946 in Book 1384 of Official Records, page 270, over the Northeasterly 6 feet of Lot 40, as shown upon the Map herein referred to.
- Fifth:** Agreement dated February 9, 1949 and recorded July 25, 1949 in Book 1822 of Official Records, at page 442, whereby Juan Tabares and Elvira M. Tabares agree to reimburse the Board of Supervisors of the County of Santa Clara for monies paid for their relief, care, maintenance and medical aid. County

No. 12649U District No. 29.

Agreement recorded November 21, 1961 in Book 5372 Official Records, page 174, subordinates the above Agreement to Reimburse to the Deed of Trust shown herein as Exception 9.

Sixth: Agreement dated March 19, 1948 and recorded March 29, 1950 in Book 1953 Official Records, page 123, whereby Juan Tabares and Elvira M. Tabares agree to reimburse the Board of Supervisors of the County of Santa Clara for monies paid for their relief, care, maintenance and medical aid. County No. 12649U District 29.

Agreement recorded November 21, 1961 in Book 5372 Official Records, page 174, Recorder's Serial Number 2096490, subordinates the above Agreement to Reimburse to the Deed of Trust shown herein as Exception No. 9.

Seventh: Agreement dated January 2, 1952 and recorded January 11, 1952 in Book 2347 Official Records, page 22, whereby Juan Tabares and Elvira Tabares agree to reimburse the Board of Supervisors of the County of Santa Clara for monies paid for their relief, care, maintenance and medical aid. County Hospital No. 54601.

Agreement recorded November 21, 1961 in Book 5372 Official Records, page 174, Recorder's Serial Number 2096490, subordinates the above Agreement to Reimburse to the Deed of Trust shown herein as Exception No. 9.

Eighth: Agreement dated January 19, 1954 and recorded February 19, 1954 in Book 2817 of Official Records, at page 594, whereby Juan Tabares and Elvira Tabares, husband and wife, agree to reimburse the Board of Supervisors of the County of Santa Clara for monies paid for their relief, care, maintenance and medical aid. County No. 12649U District 27.

Agreement recorded November 21, 1961 in Book 5372 Official Records, page 174, Recorder's Serial Number 2096490, subordinates the above Agreement to Reimburse to the Deed of Trust shown herein as Exception No. 9.

Ninth: Deed of Trust by Juan Tabares and Elvira Tabares to Security Guaranteed Agency, Inc., as Trustee, to secure the payment to Theodore E. Mowrey and Margaret T. Mowrey, his wife, as joint tenants, of \$1,900.00 and additional advances, dated March 3, 1961 and recorded March 29, 1961 in Book 5118 Official Records, page 207, Recorder's Serial Number 1973795.

Request that copy of Notices of Default and Notices of Sale

under said Deed of Trust be mailed to County of Santa Clara, Welfare Department, at 45 West St. James St., San Jose, Calif., was recorded April 11, 1961 in Book 5131 Official Records, page 83, Recorder's Serial Number 1979951.

Notice of Default and Election to Sell executed by Security Guaranteed Agency, Inc., dated March 20, 1962 and recorded March 22, 1962 in Book 5509 Official Records, page 366, Recorder's Serial Number 2161666.

Tenth: Deed of Trust by Juan Tabares and Elvira Tabares, husband and wife, as joint tenants, to Vera R. Reek, as Trustee, to secure the payment to County of Santa Clara of \$5,009.90 and additional advances, dated March 20, 1961 and recorded March 29, 1961 in Book 5118 Official Records, page 209, Recorder's Serial Number 1973796.

Eleventh: Abstract of Judgment in the Superior Court of the State of California, in and for the County of Santa Clara, to reimburse the County of Santa Clara \$25.00 per calendar month only for the care of their son, John, beginning August 26, 1959. Against Mr. and Mrs. Juan Tabares in favor of the County of Santa Clara, Juvenile Probation Department, docketed November 9, 1959 and recorded January 2, 1962 in Book 5417 Official Records, page 688, Recorder's Serial Number 2117647. Case No. 20553.

Note 1: This Company assumes without liability therefor that Juan Tobarez named as promissor in that certain Agreement to Reimburse with the Board of Supervisors, County of Santa Clara, State of California, dated June 17, 1958 and recorded July 14, 1958 in Book 4120 Official Records, page 343, Recorder's Serial Number 1491174, wherein first party agrees to reimburse second party for all sums advanced or to be advanced for indigent aid which sums are to constitute a lien on premises, is not one and the same person as Juan Tabares one of the above Vestees.

Note 2: This Report includes an examination of the Municipal Records of

the City of San Jose as to taxes, assessments and/or bonds.

Note 3: First installments of County and City Taxes for the fiscal year 1961-62 has been paid. Assessment Number 489-14-12, Code Number 44-75.

Amount of tax	\$63.20
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Note 4: The above Vestees acquired title to premises by Deed from Anton J. Bondesen and Helga P. Bondesen, husband and wife, as joint tenants, dated March 5, 1960 and recorded March 17, 1960 in Book 4731 Official Records, page 531, Recorder's Serial Number 1785462, and to which Deed there were affixed Revenue Stamps in the amount of \$1.65.

Note 5: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value real estate	\$700.00
Assessed value improvement	800.00
Assessed value personal property	none

The Address of the above Vestees as disclosed by the County Tax Rolls for the fiscal year 1961-62 is Route 7 Box 193 K, San Jose, California.

DESCRIPTION

For description of real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

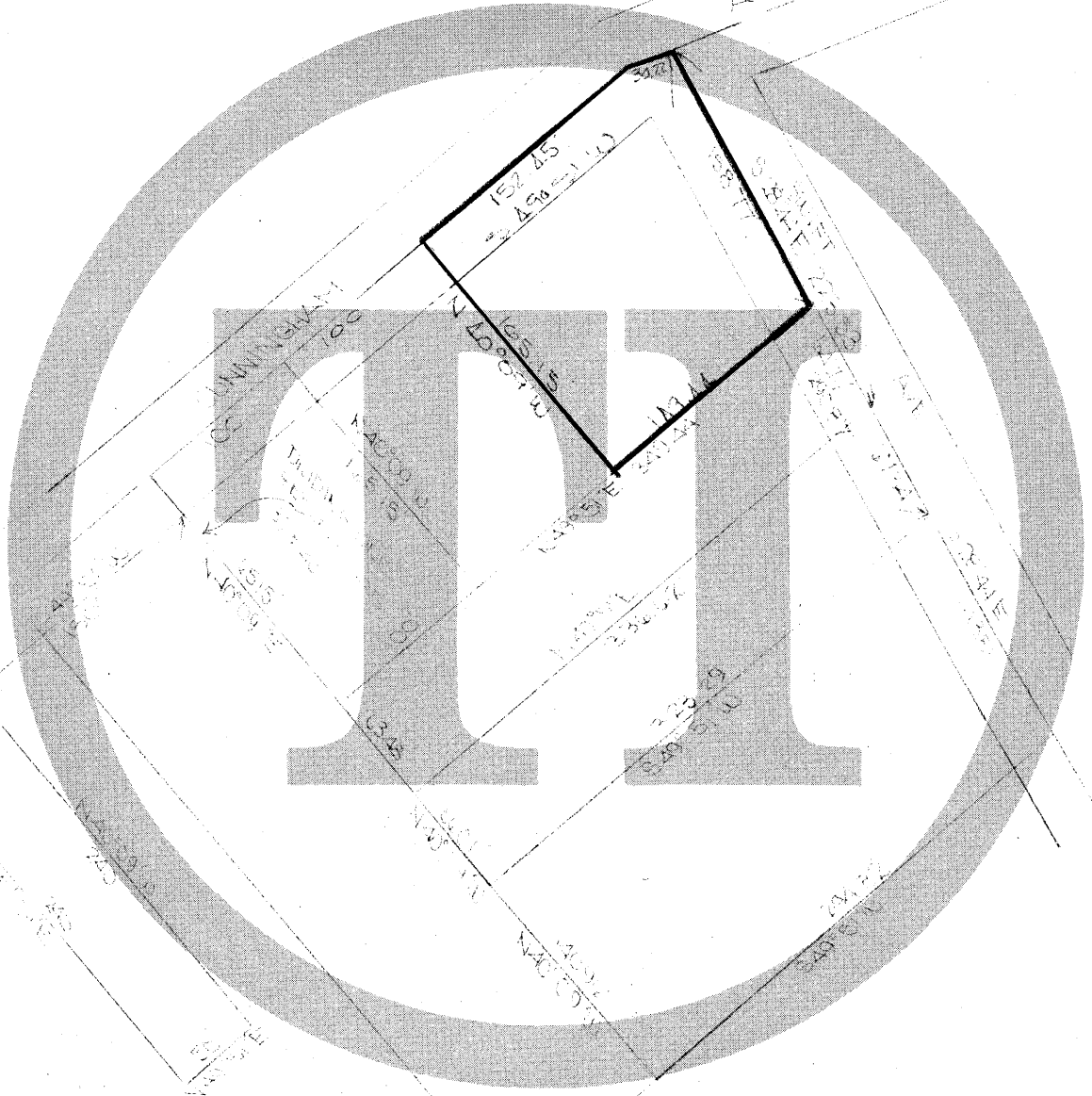
rpf/kk

Application No. 240584

EXHIBIT A

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

BEGINNING at the point of intersection of the center line of Cunningham Avenue, 60 feet wide, with the center line of Swift Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along the center line of Cunningham Avenue, South $68^{\circ} 12'$ West 30.22 feet to an iron pipe set at an angle point therein; thence continuing along said center line of Cunningham Avenue, South $49^{\circ} 51'$ West 152.45 feet to the most Northerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Catarino Carlos by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving the center line of Cunningham Avenue and running along the Northeasterly line of said parcel of land so conveyed to Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Easterly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Carlos Franco by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the Northwesterly line of said parcel of land so conveyed to Franco, North $49^{\circ} 51'$ East 149.44 feet to the most Northerly corner thereof on the center line of Swift Avenue; thence along the center line of Swift Avenue, North $28^{\circ} 44'$ West 158.77 feet to the point of beginning and being a portion of Lot 40 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, at page 57.



PIN LOT 3)

PIN PIRE TR

DETAILS OF 0/17



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



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

Fee: \$15.00

Supplemental Report

- Department of Public Works
- 20 West Hedding Street
- San Jose 10, California

IMPORTANT
When replying refer to
Our No. 240584

Hillview Airport
Your No.

Attention: E. D. Hodge,
Chief Right-of-Way Agent

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of June 3, 1963 at 7:30 a.m.

B. M. BLANCHARD Title Officer

Vestee:

JUAN TABARES and ELVIRA TABARES,
husband and wife, as joint tenants

Exceptions:

- First:** Taxes for the fiscal year 1963-64, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Second installment of County and City Taxes for the fiscal year 1962-63, delinquent, as follows: Assessment Number 489-14-12. Code Number 40-475.
- | | |
|---------------|---------|
| Amount of Tax | \$66.54 |
| Penalty | 3.99 |
| Cost | 3.00 |
- Third:** Right of the Public to use as a roadway so much of the premises as lies within the bounds of Swift Avenue and Cunningham Avenue.
- Fourth:** Pole Line, etc. easement as granted by Anton J. Bondesen and Helga P. Bondesen, husband and wife, to Pacific Gas and Electric Company, and The Pacific Telephone and Telegraph Company, California corporations, by Deed dated August 23, 1946, recorded October 23, 1946 in Book 1384 of Official Records, page 270, over the Northeasterly 6 feet of Lot 40, as shown upon the Map herein referred to.
- Fifth:** Agreement dated February 9, 1949, recorded July 25, 1949 in Book 1822 of Official Records, at page 442, whereby Juan Tabares and Elvira M. Tabares agree to reimburse the Board of Supervisors of the County of Santa Clara for monies paid for their relief, care, maintenance and medical aid. County

No. 12649U District No. 29.

Agreement recorded November 21, 1961 in Book 5372 Official Records, page 174, subordinates the above Agreement to Reimburse to the Deed of Trust shown herein as Exception 9.

Sixth: Agreement dated March 19, 1948 and recorded March 29, 1950 in Book 1953 Official Records, page 123, whereby Juan Tabares and Elvira M. Tabares agree to reimburse the Board of Supervisors of the County of Santa Clara for monies paid for their relief, care, maintenance and medical aid. County No. 12649U District 29.

Agreement recorded November 21, 1961 in Book 5372 Official Records, page 174, Recorder's Serial Number 2096490, subordinates the above Agreement to Reimburse to the Deed of Trust shown herein as Exception No. 9.

Seventh: Agreement dated January 2, 1952 and recorded January 11, 1952 in Book 2347 Official Records, page 22, whereby Juan Tabares and Elvira Tabares agree to reimburse the Board of Supervisors of the County of Santa Clara for monies paid for their relief, care, maintenance and medical aid. County Hospital No. 54601.

Agreement recorded November 21, 1961 in Book 5372 Official Records, page 174, Recorder's Serial Number 2096490, subordinates the above Agreement to Reimburse to the Deed of Trust shown herein as Exception No. 9.

Eighth: Agreement dated January 19, 1954 and recorded February 19, 1954 in Book 2817 of Official Records, at page 594, whereby Juan Tabares and Elvira Tabares, husband and wife, agree to reimburse the Board of Supervisors of the County of Santa Clara for monies paid for their relief, care, maintenance and medical aid. County No. 12649U District 27.

Agreement recorded November 21, 1961 in Book 5372 Official Records, page 174, Recorder's Serial Number 2096490, subordinates the above Agreement to Reimburse to the Deed of Trust shown herein as Exception No. 9.

Ninth: Deed of Trust by Juan Tabares and Elvira Tabares to Security Guaranteed Agency, Inc., as Trustee, to secure the payment to Theodore E. Mowrey and Margaret T. Mowrey, his wife, as joint tenants, of \$1,900.00 and additional advances, dated March 3, 1961 and recorded March 29, 1961 in Book 5118 Official Records, page 207, Recorder's Serial Number 1973795.

Request that copy of Notices of Default and Notices of Sale

under said Deed of Trust be mailed to County of Santa Clara, Welfare Department, at 45 West St. James St., San Jose, Calif., was recorded April 11, 1961 in Book 5131 Official Records, page 83, Recorder's Serial Number 1979951.

Notice of Default and Election to Sell Executed by Security Guaranteed Agency, Inc., dated February 5, 1963, recorded February 7, 1963 in Book 5896 Official Records, page 200, Recorder's Serial Number 2342862.

Tenth: Deed of Trust by Juan Tabares and Elvira Tabares, husband and wife, as joint tenants, to Vera R. Reek, as Trustee, to secure the payment to County of Santa Clara of \$5,009.90 and additional advances, dated March 20, 1961 and recorded March 29, 1961 in Book 5118 Official Records, page 209, Recorder's Serial Number 1973796.

Eleventh: Abstract of Judgment in the Superior Court of the State of California, in and for the County of Santa Clara, to reimburse the County of Santa Clara \$25.00 per calendar month only for the care of their son, John, beginning August 26, 1959. Against Mr. and Mrs. Juan Tabares in favor of the County of Santa Clara, Juvenile Probation Department, docketed November 9, 1959 and recorded January 2, 1962 in Book 5417 Official Records, page 688, Recorder's Serial Number 2117647. Case No. 20553.

Note 1: This Company assumes without liability therefor that Juan Tobarez named as promissor in that certain Agreement to Reimburse with the Board of Supervisors, County of Santa Clara, State of California, dated June 17, 1958 and recorded July 14, 1958 in Book 4120 Official Records, page 343, Recorder's Serial Number 1491174, wherein first party agrees to reimburse second party for all sums advanced or to be advanced for indigent aid which sums are to constitute a lien on premises, is not one and the same person as Juan Tabares one of the above Vestees.

Note 2: This Report includes an examination of the Municipal Records of

the City of San Jose, as to taxes, assessments and/or bonds.

Note 3: First installment of County and City Taxes for the fiscal year 1962-63 has been paid. Assessment Number 489-14-12. Code Number 40-475.

Amount of Tax	\$66.54
---------------	---------

Note 4: The assessed valuations of premises for County and City Taxes for the fiscal year 1962-63 are as follows:

Assessed Value Real Estate	\$700.00
Assessed Value Improvement	800.00
Assessed Value Personal Property	NONE

The Address of the Above Vestees as disclosed by the County Tax Rolls for the fiscal year 1962-63 is 2484 Cunningham Avenue, San Jose 22, California.

Note 5: The above Vestees acquired title to premises by Deed from Anton J. Bondesen and Helga P. Bondesen, husband and wife, as joint tenants, dated March 5, 1960, recorded March 17, 1960 in Book 4731 Official Records, page 531, Recorder's Serial Number 1785462, and to which Deed there were affixed Revenue Stamps in the amount of \$1.65.

DESCRIPTION

For description of the real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

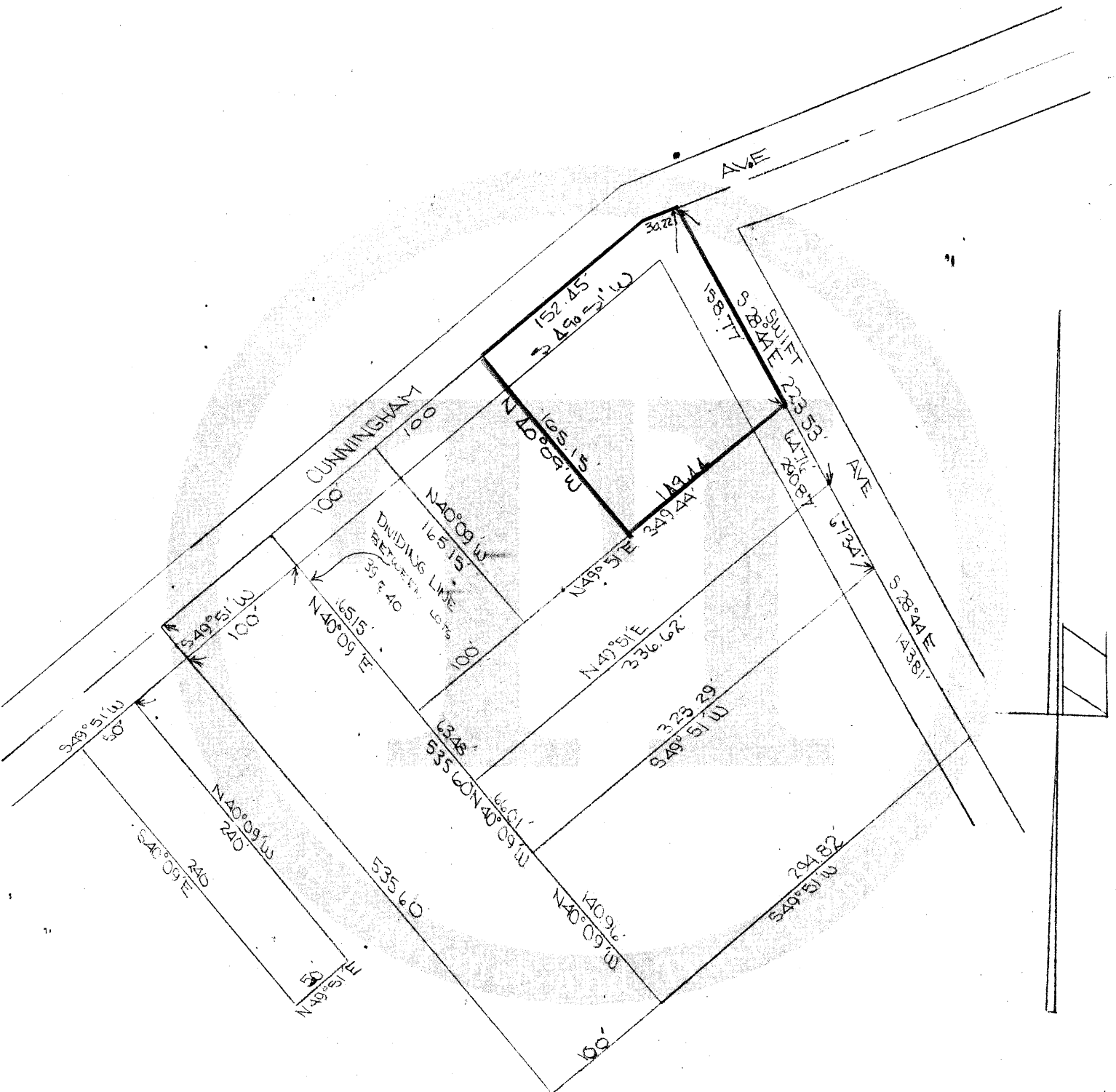
WGR/br
6 copies to Applicant

Application No. 240584

EXHIBIT A

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

BEGINNING at the point of intersection of the center line of Cunningham Avenue, 60 feet wide, with the center line of Swift Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along the center line of Cunningham Avenue, South $68^{\circ} 12'$ West 30.22 feet to an iron pipe set at an angle point therein; thence continuing along said center line of Cunningham Avenue, South $49^{\circ} 51'$ West 152.45 feet to the most Northerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Catarino Carlos by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving the center line of Cunningham Avenue and running along the Northeasterly line of said parcel of land so conveyed to Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Easterly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Carlos Franco by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the Northwesterly line of said parcel of land so conveyed to Franco, North $49^{\circ} 51'$ East 149.44 feet to the most Northerly corner thereof on the center line of Swift Avenue; thence along the center line of Swift Avenue, North $28^{\circ} 44'$ West 158.77 feet to the point of beginning and being a portion of Lot 40 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, at page 57.



PTN LOT 39

FILLMORE TR

DETAIL LOTS C/57



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



Title Insurance and Trust Company

SANTA CLARA COUNTY

IMPORTANT
PLEASE ADDRESS ALL
CORRESPONDENCE TO:

- 66 North First St., San Jose 13
 319 S. Monroe St., San Jose 28
 168 Main St., Los Altos
 257 Castro St., Mountain View
 248 Hamilton Ave., Palo Alto
 348 S. Murphy Ave., Sunnyvale
 495 No. Princeville St., Gilroy

SECOND SUPPLEMENTAL REPORT

- . County Counsel
- . 70 West Hedding
- . San Jose, California

IMPORTANT

When replying refer to
Our No. **240584**

Hillview Airport
Your No.

The following is a report of the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy. In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain conditions and stipulations and also exceptions from its coverage as may be required by the particular form of policy issued.

Dated as of December 1, 1964 at 7:30 a.m.

RICHARD T. MILLER Title Officer

Vestee:

JUAN TABARES and ELVIRA TABARES,
husband and wife, as joint tenants

Exceptions:

1. County and Municipal Taxes as follows:

Assessment No. : 491-13-9
 Code No. : 40-475
 Fiscal Year : 1964-65
 First Installment : \$81.17 due and payable
 Second Installment: \$81.17 payable, but not yet due
 Includes Personal Property Taxes in the amount of \$NONE.

2. Right of the public over so much of premises as lies within the bounds of Swift Avenue and Cunningham Avenue.

3. An easement for the purposes stated herein, including incidental purposes, as granted

To : Pacific Gas and Electric Company and The Pacific Telephone and Telegraph Company, California corporations

For : pole line easements

Recorded: October 23, 1946 in Book 1384 Page 270 Official Records

Affects Northeasterly 6 feet of Lot 40, as shown upon the Map herein referred to.

Reference to the record is hereby made for further particulars.

4. Lien in favor of Santa Clara County for all sums advanced or to be advanced for indigent aid, treatment, or care as follows:

Executed by: Juan Tabares and Elvira M. Tabares

Dated : February 9, 1949
Recorded : July 25, 1949 in Book 1822 Official Records, Page 442
County No. : 126490 District No. 29

The above Agreement was subordinated to the lien of the Deed of Trust shown herein as Exception 8, by instrument

Executed by: _____
Dated : _____
Recorded : November 21, 1961 in Book 5372 Official Records, Page 174

5. Lien in favor of Santa Clara County for all sums advanced or to be advanced for indigent aid, treatment, or care as follows:

Executed by: Juan Tabares and Elvira M. Tabares
Dated : March 19, 1948
Recorded : March 29, 1950 in Book 1953 Official Records, Page 123
County No. : 126490 District No. 29

The above Agreement was subordinated to the lien of the Deed of Trust shown herein as Exception 8, by instrument

Executed by: _____
Dated : _____
Recorded : November 21, 1961 in Book 5372 Official Records, Page 174

6. Lien in favor of Santa Clara County for all sums advanced or to be advanced for indigent aid, treatment, or care as follows:

Executed by: Juan Tabares and Elvira Tabares
Dated : January 2, 1952
Recorded : January 11, 1952 in Book 2347 Official Records, Page 22
County No. : 54601

The above Agreement was subordinated to the lien of the Deed of Trust shown herein as Exception 8, by instrument

Executed by: _____
Dated : _____
Recorded : November 21, 1961 in Book 5372 Official Records, Page 174

7. Lien in favor of Santa Clara County for all sums advanced or to be advanced for indigent aid, treatment, or care as follows:

Executed by: Juan Tabares and Elvira Tabares, husband and wife
Dated : January 19, 1954

Recorded : February 19, 1954 in Book 2817 Official Records, Page 594
County No. : 126490 District 27

The above Agreement was subordinated to the lien of the Deed of Trust shown herein as Exception 8, by instrument

Executed by: _____
Dated : _____
Recorded : November 21, 1961 in Book 5372 Official Records, Page 174

8. A Deed of Trust to secure an original indebtedness, and any other amounts payable under the terms thereof, as follows:

Dated : March 3, 1961
Recorded : March 29, 1961 in Book 5118 Official Records, Page 207, Recorder's Serial Number 1973795
Trustor : Juan Tabares and Elvira Tabares
Trustee : Security Guaranteed Agency, Inc.,
Beneficiary: Theodore E. Mowrey and Margaret T. Mowrey, his wife, as joint tenants
Original Amount \$1,900.00

Request that a copy of any Notice of Default and Notice of Sale under the above Deed of Trust be mailed as follows:

Mail to : County of Santa Clara, Welfare Department
Address : 45 West St. James St., San Jose, Calif.
Recorded: April 11, 1961 in Book 5131 Official Records, Page 83

Notice of Default under the above Deed of Trust as follows:

Dated : February 5, 1963
Executed by: Security Guaranteed Agency, Inc.
Recorded : February 7, 1963 in Book 5896 Official Records, Page 200

By Trustee's Deed, dated June 19, 1963 and recorded June 23, 1963 in Book 6082 Official Records, page 612, the trustee under the above Deed of Trust conveyed the premises to Theodore E. Mowrey and Margaret T. Mowrey, his wife, as joint tenants.

Action pending in the Superior Court, Santa Clara County, as follows:

Case No.: 149363
Entitled: Juan Tabares, Plaintiff vs. Security Guaranteed Agency, Inc., a corporation, Theodore E. Mowrey, Margaret T. Mowrey, Defendants
Filed : September 12, 1963
Nature : That the object of said action is to set aside an alleged trustee's sale and to reinstate the trust deed and to determine all

adverse claims to the real property

Lis Pendens recorded December 5, 1963 in Book 6296 Official Records, Page 349

9. A Deed of Trust to secure an original indebtedness, and any other amounts payable under the terms thereof, as follows:

Dated : March 20, 1961
 Recorded : March 29, 1961 in Book 5118 Official Records,
 Page 209, Recorder's Serial Number 1973796
 Trustor : Juan Tabares and Elvira Tabares, husband and wife, as
 joint tenants
 Trustee : Vera R. Reek
 Beneficiary: County of Santa Clara
 Original Amount \$5,009.90

10. Abstract of Judgment recorded in Santa Clara County,
 as follows:

Entered : November 9, 1959
 Recorded : January 2, 1962 in Book 5417 Official Records,
 Page 688
 Judgment Debtor : Mr. and Mrs. Juan Tabares
 Judgment Creditor: County of Santa Clara, Juvenile Probation Department
 Original Amount \$25.00 per calendar month only for the care of their
 son, John, beginning August 26, 1959
 Suit No.: 20553
 Court : the Superior Court of the State of California, in and for
 County of Santa Clara

11. Action pending in the Superior Court, Santa Clara County,
 as follows:

Case No.: 151690
 Entitled: County of Santa Clara, Plaintiff, vs. Juan Tabares; Elvira
 Tabares; Security Guaranteed Agency, a corporation, as trustee;
 Theodore E. Mowery; Margaret T. Mowery; Vera R. Reek, as trustee;
 Doe One; Doe Two; Doe Three; Doe Four; Doe Five; Doe Six; Doe
 Seven; Doe Eight; Doe Nine; Doe Ten; and all other persons
 unknown claiming any right, title or interest in and to the
 real property described in the Complaint, Defendants
 Filed : December 4, 1963
 Nature : Condemnation of premises

Lis Pendens recorded December 5, 1963 in Book 6296 Official
 Records, Page 349

Note 1: This report includes an examination of municipal records as to taxes, assessments and/or bonds of the City of San Jose.

Note 2: The above Vestees acquired title as follows:

By : Deed from Anton J. Bondesen et ux
Dated : March 5, 1960
Recorded : March 17, 1960 in Book 4731 Official Records,
Page 531
Revenue Stamps: \$1.65

Note 3: Assessed valuations for Taxes, as follows:

Assessed value Real Estate : \$1,000.00
Assessed value Improvement : \$800.00
Assessed value Personal Property: \$NONE
Tax Rate 8.969

Note 4: The address of the grantees shown on the Trustee's Deed shown herein under Exception No. 8, as disclosed by the Tax Rolls is as follows:

126 Younger Way, Santa Cruz, California.

DESCRIPTION

For description of the real property referred to herein, see EXHIBIT A, attached hereto and made a part hereof.

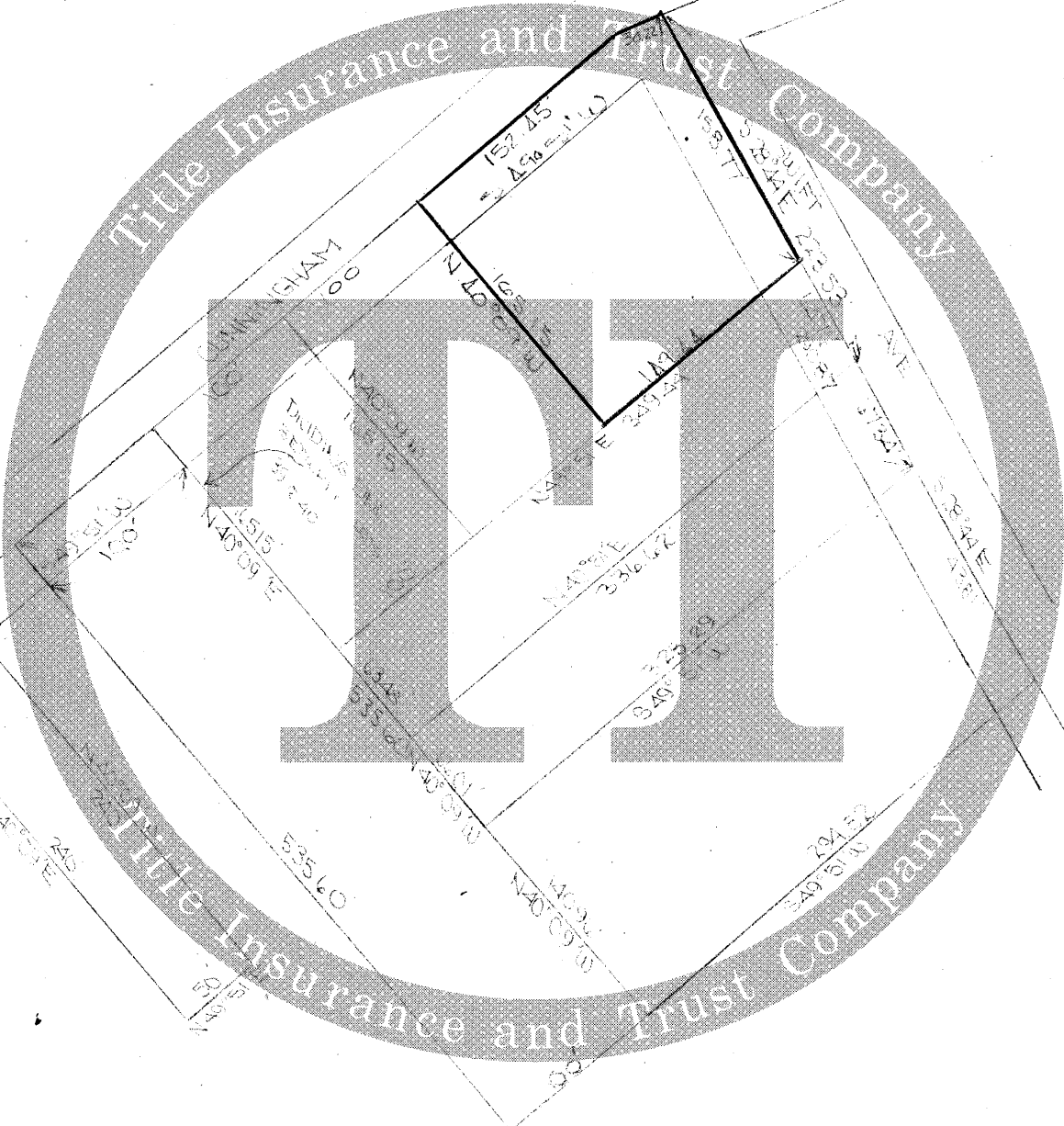
ESL/jm
5 copies to Appl.

Application No. 240584

EXHIBIT A

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

BEGINNING at the point of intersection of the center line of Cunningham Avenue, 60 feet wide, with the center line of Swift Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence along the center line of Cunningham Avenue, South $68^{\circ} 12'$ West 30.22 feet to an iron pipe set at an angle point therein; thence continuing along said center line of Cunningham Avenue, South $49^{\circ} 51'$ West 152.45 feet to the most Northerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Catarino Carlos by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving the center line of Cunningham Avenue and running along the Northeasterly line of said parcel of land so conveyed to Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Easterly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Carlos Franco by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the Northwesterly line of said parcel of land so conveyed to Franco, North $49^{\circ} 51'$ East 149.44 feet to the most Northerly corner thereof on the center line of Swift Avenue; thence along the center line of Swift Avenue, North $28^{\circ} 44'$ West 158.77 feet to the point of beginning and being a portion of Lot 40 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, at page 57.



PTN LST 40

FILLMORE TR

DETAIL 40 C/57



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

AGREEMENT IN SETTLEMENT
AND COMPROMISE OF LITIGATION

This agreement is entered into on _____,
by and between the COUNTY OF SANTA CLARA (hereinafter referred to
as "County"), JUAN TABARES, THEODORE E. MOWERY and MARGARET T.
MOWERY (hereinafter collectively referred to as "Sellers") and is
in settlement and compromise of an action in eminent domain hereto-
fore commenced by County to condemn lands owned by Tabares and
Mowery.

The parties do agree as follows:

1. The County agrees to purchase and Sellers agree to sell
the following described land, located in the City of San Jose,
County of Santa Clara, State of California:

BEGINNING at the point of intersection of the center
line of Cunningham Avenue, 60 feet wide, with the
center line of Swift Avenue, 60 feet wide, as said
Avenues are shown upon the Map hereinafter referred
to; thence along the center line of Cunningham Avenue,
South $68^{\circ} 12'$ West 30.22 feet to an iron pipe set at
an angle point therein; thence continuing along said
center line of Cunningham Avenue, South $49^{\circ} 51'$ West
152.45 feet to the most Northerly corner of that
certain parcel of land conveyed by Anton J. Bondesen,
et ux, to Catarino Carlos by Deed dated November 7,
1950 and recorded November 15, 1950 in Book 2096
Official Records, page 25; thence leaving the center
line of Cunningham Avenue and running along the North-
easterly line of said parcel of land so conveyed to
Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most
Easterly corner thereof on the Northwesterly line of
that certain parcel of land conveyed by Anton J.
Bondesen, et ux, to Carlos Franco by Deed dated
November 7, 1950 and recorded November 30, 1950 in
Book 2106 Official Records, page 170; thence along
the Northwesterly line of said parcel of land so
conveyed to Franco, North $49^{\circ} 51'$ East 149.44 feet
to the most Northerly corner thereof on the center
line of Swift Avenue; thence along the center line
of Swift Avenue, North $28^{\circ} 44'$ West 158.77 feet to
the point of beginning and being a portion of Lot 40
as shown upon the Map of the Subdivision of the
Fillmore Tract, which was filed for record on
February 14, 1888 in the office of the Recorder of
the County of Santa Clara, State of California, in
Volume "C" of Maps, at page 57.

BOOK 5743 PG 162

2271550
BOOK 5743 PG 162

FILED FOR RECORD
AT REQUEST OF
BOARD OF SUPERVISORS

OCT 4 1 22 PM 1962

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

F4

RESOLUTION AND ORDER PROCLAIMING
THE ABANDONMENT OF A PORTION OF
CUNNINGHAM AVENUE

WHEREAS, this Board of Supervisors of the County of Santa Clara, State of California, has been requested to abandon a portion of Cunningham Avenue located in the County of Santa Clara, State of California, hereinafter more particularly described; and

WHEREAS, said Board did fix Monday, October 1, 1962, at the hour of 10:00 A. M. in the chambers of said Board as the time and place for the public hearing on said matter; and

WHEREAS, pursuant to said public hearing this Board did find and determine that it would be in the best interests of the public to reserve and except from the abandonment of said right of way for county road purposes, such easements as may exist to construct, maintain, operate, replace, renew, remove, and enlarge lines of pipe, conduits, and other convenient structures, equipment and fixtures for the operation of sanitary sewer lines, gas pipelines, and for all incidental purposes in connection therewith including access to said hereinafter described property, to protect the same from all hazards in, upon, over, and across said property to be abandoned; and

WHEREAS, it appearing to said Board that all necessary and appropriate proceedings have been had in conformity with law;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that Cunningham Avenue, more particularly described as follows, to wit:

All that portion of Cunningham Avenue lying between the northwesterly lines of lots 3 and 35 and the northeasterly lines of lots 11 and 33 of the subdivision of the Fillmore Tract as shown in Book "C" of Maps, page 57, of the Official Records of the County of Santa Clara, California;

OCT 1 1962

85.- WER
9-14-9

Reids Hillview
Costa
3511-14-09
T1 240585-

CERTIFICATE OF ACCEPTANCE

BOOK 6230 PAGE 24

(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 29th day of August, 196³2.

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

Project: Tully-Quimby Road
Parcel 9523-44

When Recorded
Return to:
PROPERTY MANAGER
151 W. Mission St.
San Jose California

Recorded at the request of
Transamerica Title Insurance Co.
JUL 16 1971 8:00 AM
George E. Fowles, Recorder
Santa Clara County, Official Records

Escrow No. 204117/FM

NO FEE
GRANT DEED

NO TAX DUE

X-1

THE COUNTY OF SANTA CLARA, a body politic and corporate by and through the Board of Supervisors of the County of Santa Clara, does hereby grant to the CITY OF SAN JOSE, all that real property situate in the County of Santa Clara, State of California, described as follows:

A strip of land 40.00 feet in width, the southerly line of which being more particularly described as follows:

Beginning at the point of intersection of the northerly line of Tully Road, 50.00 feet wide, with the westerly line of that certain 184.189 acres more or less, parcel of land as said Road and parcel of land are shown on that certain Record of Survey Map recorded in Book 204 of Maps at page 16, Official Records of Santa Clara County; thence from said point of beginning along said northerly line of Tully Road North 50° 00' 45" East, 1,637.23 feet to the Easterly line of said 184.189 acres more or less parcel of land. The northerly line of said 40.00 foot strip of land being extended easterly to intersect the easterly line of said 184.189 acres more or less parcel of land.

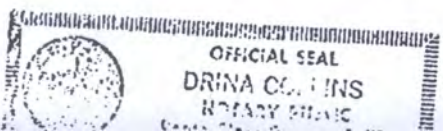
WITNESS my Hand on OCT 6 1970

Victor Calvo
Chairman, Board of Supervisors

STATE OF CALIFORNIA)
)ss
COUNTY OF SANTA CLARA)

On OCT 6 1970, before me, Drina Collins, personally appeared Victor Calvo, known to me to be the Chairman of the Board of Supervisors of the County of Santa Clara, State of California, and known to me to be the person who executed the within instrument on behalf of said County and acknowledged to me that said County of Santa Clara authorized execution of the same.

Drina Collins



BOOK

3647114
8594 PG 241

25

FILED FOR RECORD
AT REQUEST OF
DEPARTMENT OF FINANCE
TAX COLLECTOR COUNTY OF SANTA CLARA
JUL 3 9 31 AM '69

OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE E. FOWLES
RECORDER

8594 PG 241

NO FEE

CONVEYANCE OF REAL ESTATE

SOLD FOR NONPAYMENT OF PROPERTY TAXES FOR THE FISCAL YEAR 19⁶³-19⁶⁴

Sale No. 49639

THIS DEED, made _____ this 2nd day of July, 19⁶⁹,
between Edward N. Glaeser, Tax Collector of the _____ County of Santa Clara,
State of California, first party, and the State of California, second party, witnesseth:

THAT WHEREAS, The real property hereinafter described was duly assessed for taxation in the year 19⁶³,
to City Title Ins. Co.

and was thereafter on the 30th day of June, 19⁶⁴, duly sold to the State of California
for nonpayment of delinquent taxes which had been legally levied and were a lien on said real property, the total amount
for which the same was sold being \$134.52;

AND WHEREAS, Five years or more have elapsed since said sale and no person has redeemed the property;

NOW THEREFORE, In accordance with law, the first party hereby grants to the second party that certain real
property situated in the ^{city of} San Jose County of Santa Clara, State of California, described as follows:

40-377 491-12-066 formerly 489-61-073

More particularly described as:

Fillmore Tract beg inter cl Cunningham Ave & NW prol NE line Bel-
Aire Village unit #2 th SE 248 ft - NE 5 ft - SE 912 ft - NE 36.16 ft -
NW 1160 ft - SW 42.12 ft to beg ptn of lot 34

Edward N. Glaeser

Director of Finance

IN WITNESS WHEREOF, Said first party has hereunto
set his hand the day and year first above written.

STATE OF CALIFORNIA
COUNTY OF Santa Clara

Tax Collector of the
County of Santa Clara

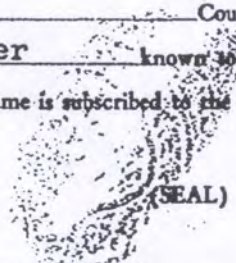
On July 2, 19⁶⁹, before me, George E. Fowles, County Clerk and
ex officio Clerk of the Superior Court of the State of California in and for the
Santa Clara County, personally appeared Edward N. Glaeser known to me to
be the Tax Collector of said Santa Clara County and the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same as such Tax Collector.

FOR USE OF STATE CONTROLLER

No. Acres _____ Redeemed _____
No. Lots _____ Cancelled _____

GEORGE E. FOWLES

County Clerk and ex officio Clerk of
the Superior Court



2405534

REID HILLVIEW AIRPORT

T. I.

Application No. 240597

BOOK

6029 PG 245

I.R.S.

#489-14-6
Grant Deed Individual

ANTON J. BONDESEN, as his separate property

the first part Y, hereby GRANT TO
COUNTY OF SANTA CLARA,
State of California

the second part y, all that real property situated in the
City of San Jose,
County of Santa Clara, State of California, described as follows:

2405534

BOOK- 6029 PG 245

Recorded at the request of
Title Insurance and Trust Company
MAY 17 1963 12:25 AM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Records

[Handwritten signature]
Above space for Recorder *D.H.*

AS DESCRIBED
IN ATTACHED EXHIBIT "A"

WITNESS my hand this

Signed and delivered in
the presence of:

~~XXXX~~

January 18, 19 *63*
Anton J. Bondesen

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } ss.

On this 18th day of 17 January, 19 63, before me,

W. Chapman

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

Anton J. Bondesen

1 PARCEL ONE

2 All that certain real property situate in the City of
3 San Jose, County of Santa Clara, State of California,
described as follows:

4 Portion of Lot 34 as shown on the Map of the Subdivision
5 of the Fillmore Tract which Map was filed in the office
6 of the Recorder of Santa Clara County, California,
February 14, 1888 in Book C of Maps, at page 57 and
more particularly described as follows:

7 Beginning at a point in the center line of Cunningham
8 Avenue, at the Northerly common corner for Lots 34 and
9 35 as said Avenue and Lots are shown on the Map above
10 referred to; thence Southwesterly along the said center
11 line of Cunningham Avenue 120.00 feet; thence South-
12 easterly and parallel with the dividing line between
13 said Lots 34 and 35, a distance of 175 feet; thence
14 Northeasterly and parallel with the center line of
Cunningham Avenue 120 feet to a point on the said
dividing line between said Lots 34 and 35; thence
Northwesterly along said last named line a distance of
175 feet to the point of beginning.

14 PARCEL TWO

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

17 Beginning at a point in the center line of Cunningham
18 Avenue, distant thereon Southwesterly 120 feet from
19 the Northerly common corner for Lots 34 and 35, in
20 said center line of Cunningham Avenue as shown on the
21 recorded Map hereinafter referred to, which point is
22 also the Northwesterly corner of that certain parcel
23 of land conveyed by Donald F. Graves, et ux, to Kenneth
24 R. Tullis and Kathryn M. Tullis, his wife, by Deed
25 dated March 30, 1951 and recorded April 18, 1951 in
26 Book 2194 of Official Records, page 220, thence from
27 said point of beginning along said center line South-
28 westerly 112 feet to a point thereon distant 428 feet
29 Northeasterly from the most Westerly corner of Lot 33
30 as shown upon said Map hereinafter referred to; which
31 point is also the most Northerly corner of that certain
parcel of land conveyed by Donald F. Graves and Virginia M.
Graves, his wife, to Anthony H. Silva and Dorothey M.
Silva, his wife, by Deed dated February 16, 1951 and
recorded April 18, 1951 in Book 2193 of Official Records,
page 548; thence parallel with the Northeasterly line
of said Lot 33 and along the Northeasterly line of said
parcel conveyed to Silva Southeasterly 1320 feet to the
Southeasterly line of said Lot 34 and the Southeasterly
corner of said parcel conveyed to Silva; thence along
said Southeasterly line of said Lot 34 Northeasterly
232 feet to the Northeasterly line of said Lot 34; thence
along said Northeasterly line Northwesterly 946 feet to
a point on said Northeasterly line, said point being
distant Southeasterly thereon 374 feet from the most
Northerly corner of said Lot, which point is also the
Southeasterly corner of said parcel of land conveyed to

BEGINNING at a point in the Southeasterly line of Cunningham Avenue (60 feet wide) distant along said Southeasterly line North $49^{\circ} 51'$ East 270.00 feet from the point of intersection of said Southeasterly line with the common property line of Lots 39 and 40, as said Avenue and Lots are shown upon that certain map entitled, "Map of the Subdivision of the Fillmore Tract," which map was filed for record in the office of the County Recorder, Santa Clara County, California, in Book "C" of Maps, at page 57; thence along said Southeasterly line South $49^{\circ} 51'$ West 810.00 feet to a point in a line that is parallel with and distant 210.00 feet, measured at right angles, Southwesterly from the common property line of Lots 38 and said Lot 39, as said Lots are shown upon said map; thence at right angles to said Southeasterly line of Cunningham Avenue along said parallel line North $40^{\circ} 09'$ West 10.00 feet; thence at right angles and parallel with said Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 538.75 feet; thence at right angles North $40^{\circ} 09'$ West 50.00 feet to a point in the Northwesterly line of said Cunningham Avenue, last said point being distant South $49^{\circ} 51'$ West 1.25 feet along said Northwesterly line from the point of intersection of said Northwesterly line with the common property line of Lots 12 and 13, as said Lots 12 and 13 are shown upon said map; thence along said Northwesterly line North $49^{\circ} 51'$ East 40.00 feet to a point in a line that is parallel with and distant 38.75 feet, measured at right angles, Northeasterly from said common property line of said Lots 12 and 13; thence at right angles to said Northwesterly line along last said parallel line South $40^{\circ} 09'$ East 50.00 feet; thence at right angles and parallel with said Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 231.25 feet; thence at right angles South $40^{\circ} 09'$ East 10.00 feet to the point of beginning.

ADOPTED this 15th day of November, 1965; by the

following vote:

AYES: Councilmen - Miller, Shaffer, Solari, Welch and Pace.

NOES: Councilmen - None.

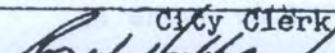
ABSENT: Councilmen - Fischer and James.


Mayor

L. PACE, M. D.

ATTEST:

FRANCIS L. GREINER

City Clerk


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

BOOK 9962 PAGE 480

line of said deed to STATE OF CALIFORNIA; thence along last said line S. 23°08'20" E., 64.70 feet to the southerly line of said deed to STATE OF CALIFORNIA; thence along last said line S. 66°51'40" W., 412.50 feet to the easterly line of the above-said PARCEL 1C; thence along last said line N. 23°08'20" W., 1053.12 feet to the point of commencement.

CONTAINING a net area of 19.498 acres, more or less.

There shall be no abutter's rights of access appurtenant to the above-described real property in and to the adjacent State freeway.

The bearings and distances used in the above description are on the California Coordinate System, Zone 3. Multiply the above distances by 1.0000183 to obtain ground level distances.

Reid Hillview Airport
Castro
T.O. #240582

BOCK 6090 PC464

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 13 day of February, 1962.

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

BOOK 5803 PG 436

Dated: November 23, 1962

Moses Chavez
Moses Chavez

STATE OF CALIFORNIA
COUNTY OF Santa Clara } ss

On November 23, 1962 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Moses Chavez

Ruth Ruiz Chavez
Ruth Ruiz Chavez

and
Ruth Ruiz Chavez

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

WITNESS my hand and official seal.

(Seal)

Signature M M Brickwedel

M. M. Brickwedel
Name (Typed or Printed)

Notary Public in and for said County and State

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

Title Order No. _____

Escrow No. _____

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its duly authorized officers, this 8th day of December, 1961

REID'S HILLVIEW AIRPORT, INC.

By *Cecil R. Reid* President
By *Robert William Reid* Secretary

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On this 8th day of December

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

known to me to be the

known to me to be the

ment, 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.

, 1961, before me Lolita W. Narvaez

CECIL R. REID

President and ROBERT WILLIAM REID

Secretary of the corporation that executed the within and foregoing instru-

ment, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to

Lolita W. Narvaez

LOLITA W. NARVAEZ Notary Public

My Commission Expires Feb. 27, 1963.

2427214 Application No. 240588

Hillview Airport

I.R.S.

#489-14-7 Grant Deed Individual

BETTY B. JILLSON

the first part y , hereby GRANT TO

COUNTY OF SANTA CLARA,
State of California

the second part y , all that real property situated in the

County of Santa Clara, State of California, described as follows:

2427214

BOOK 6075 PG 458

Recorded at the request of
Title Insurance and Trust Company
JUN 24 1963 10⁴⁶ AM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Records

Above space for Recorder

BOOK 6075 PG 458

IX

(ENDORSED)
JUL 29 1966
PAUL R. TEILH, Clerk
P. E. NELSON
DEPUTY

When recorded return to:

1 SPENCER M. WILLIAMS, County Counsel
2 GERALD J. THOMPSON, Deputy County Counsel
3 Room 507, County Administration Building
4 70 West Hedding Street
5 San Jose, California 95110
6 Telephone: 299-2111

Attorneys for Plaintiff

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF SANTA CLARA

11 COUNTY OF SANTA CLARA,)
12)
13 Plaintiff,)
14 -vs-)
15)
16 H. A. BARNICK; MARION BARNICK;)
17 AMERICAN SECURITIES COMPANY, a)
18 corporation; WELLS FARGO BANK)
19 AMERICAN TRUST COMPANY, a corpora-)
20 tion, et al.,)
21 Defendants.)

NO. 165094
FINAL ORDER AND DECREE
OF CONDEMNATION

22 It appearing to the court that the above-named plaintiff has
23 complied with the terms of the Interlocutory Judgment of Condemna-
24 tion and is entitled to a Final Order and Decree of Condemnation.

25 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED as
26 follows:

I

27 That the plaintiff, County of Santa Clara, does hereby con-
28 demn for public purposes as described in the Complaint on file
29 herein, in fee simple absolute, from defendants, H. A. BARNICK, also
30 known as HERMAN A. BARNICK, and MARION R. BARNICK, the following
31 described real property:

BOOK 6280 PAGE 211

2523457

BOOK 6280 PAGE 211
FILED FOR RECORD
AT REQUEST OF

SAN JOSE WATER WORKS
NOV 20 11 42 AM 1959

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL A. TISHA
RECORDER

Handwritten initials: "HFD"

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Pacific, hereby grants to SAN JOSE WATER WORKS, a California corporation, hereinafter called San Jose, the right to excavate for, install, replace, maintain and use, at San Jose's sole risk and expense, an underground pipe line 31-3/8 inches in diameter for conveying water within the strip of land, situate in the County of Santa Clara, State of California, described as follows:

A strip of land of the uniform width of 10 feet extending entirely across the 3.995 acre parcel of land conveyed by Clementine Kampfen and others to Pacific Gas and Electric Company by deed dated May 20, 1949 and recorded in the office of the County Recorder of said County of Santa Clara in Book 1824 of Official Records at page 261 and lying equally on each side of the line which begins at a point in the southwesterly boundary line of said 3.995 acre parcel of land from which the intersection of the southwesterly boundary line of said 3.995 acre parcel of land with the southerly boundary line of Lot 1, as said lot is shown upon the Map of the Partition of the Lands of the Estate of Amos White filed for record in the office of said County Recorder in Book 1 of Maps at page 51, bears north 40° 14' west 14.91 feet distant and runs thence north 56° 16' east 50.32 feet, more or less, to a point in the northeasterly boundary line of said 3.995 acre parcel of land.

Handwritten initials: "CX" and "1-18-59"

Pacific reserves the right to replace, maintain and use its existing facilities in said strip of land, and the further right to erect, install, replace, remove, maintain, and use in, on, along and across said strip of land such underground pipe lines, for any and all purposes, and underground and overhead electric and communication lines, as it shall from time to time deem necessary in the conduct of its business.

San Jose shall have the right to use such portion of said 3.995 acre parcel

Consideration or value of interest conveyed herein does not exceed \$500.00

STATE OF CALIFORNIA

County of Santa Clara

} ss.

On this 1st day of November

Erma Evans

in the year one thousand nine hundred and sixty-three, before me

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

Philip J. Cronin

known 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 the County of

Santa Clara, State of California;

that he to as present and saw Jose R. Lujan and

Lucy S. Lujan

(personally known to him to be the person s described in, and who executed the said within instrument as part ies thereto), sign, seal, and deliver the same; that the said Parties

duly acknowledged in the presence of said affiant, that they executed the same and that he, the said affiant, thereupon, and at the request of said Parties

, subscribed his name as a witness thereto.

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

Notary Public, State of California.

My Commission Expires January 10, 1966

BOOK 6392 PAGE 195

County shall construct and maintain its road within said real property so as (a) to maintain a minimum clearance of 12 inches between Pacific's existing pipe line and the substructure for said road and (b) not to reduce the vertical clearance between Pacific's existing electric transmission lines and the ground thereunder below the minimum requirements set forth in General Order No. 95 of the Public Utilities Commission of the State of California.

This grant is made subject to all the provisions of General Order No. 112B of the Public Utilities Commission of the State of California in like manner as though said provisions were set forth herein.

In the event that County's use of said real property shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Pacific's facilities then existing on said real property and County shall notify Pacific in writing of such necessity, Pacific shall proceed to effect such rearrangement, relocation, reconstruction or removal and County agrees to reimburse Pacific for its costs in complying with such notice.

This conveyance is made for the purpose of constructing a road and Pacific hereby releases and relinquishes to County any and all abutter's access rights, appurtenant to Pacific's remaining real property, in and to said road over and across the courses hereinbefore designated (5) and (6) and also over and across the lines described as follows:

Line 1. Beginning at the northwesterly terminus of said course designated (5) and running thence north 44° 28' west, along the northeasterly boundary line of said 3.995 acre parcel of land, 145.54 feet.

Line 2. Beginning at the southwesterly terminus of said course designated (6) and running thence southwesterly on a curve to the right with

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } SS.

On June 17, 1964 before me, the under
signed, a Notary Public in and for said State, personally appeared

AMELIA TORRES

known to me to be the person whose name is

subscribed to the within instrument, as the Attorney in fact of
EDWIGES LOZANO TORRES

and acknowledged to me that she subscribed the name of
EDWIGES LOZANO TORRES

principal and her own name as Attorney in fact.

WITNESS my hand and official seal.

(Seal)

Signature

G.W. HALE

Name (Typed or Printed)

Notary Public in and for said State

24

STAPLE HERE

Reid Hillview Airport
Torres, Edwiges
3511-14-3

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 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 16th day of June 1964.

By: James T. Tolk
~~Acting~~ Director of Public Works
County of Santa Clara

deemed to be a covenant against the existence of any thereof.

The provisions hereof shall inure to the benefit of and bind the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF Pacific has executed these presents this 9th day of February, 1965.

2815964

BOOK 6890 PAGE 17

FILED FOR RECORD AT REQUEST OF

CITY OF SAN JOSE
MAR 22 8 28 AM 1965

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER



PACIFIC GAS AND ELECTRIC COMPANY

By [Signature]
Its Vice President and Assistant General Manager

And By [Signature]
Its Secretary

42-4203 9-64 INCORPORATION

STATE OF CALIFORNIA

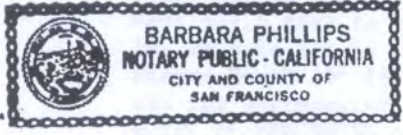
City and County of San Francisco

On this 10th day of February, in the year 1965, before me, Barbara Phillips

a Notary Public in and for the said City and County, duly commissioned and sworn, personally appeared R. L. Hayden and E. E. Manhard

known to me to be the Vice President and Assistant General Manager and Secretary, respectively,

of the corporation that executed the within instrument, and to be the persons who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.



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

[Signature]
Barbara Phillips

Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires June 1, 1968

This is to certify that the interest in real property conveyed by the deed or grant dated 2-9-65, from Pacific Gas & Electric Co.

to the City of San Jose, a municipal corporation of the State of California, is hereby accepted by the undersigned officer of said City on behalf of the Council of the City of San Jose, pursuant to authority conferred by Resolution No. 17670, of the Council of the City of San Jose, adopted on the 2nd day of November, 1959, and recorded in book 4597 page 461. The Grantee consents to recordation thereof by its duly authorized officer.

Dated: 3-18-65

A. P. HAMANN

WHEN RECORDED, MAR 20 70U
PLEASE MAIL THIS INSTRUMENT TO

9682 * 16.50

LIBER 8864 PG 586

Mr. and Mrs. Irving Perlitch
P. O. Box 425
Morgan Hill, California 95037

RECORDED AT THE REQUEST OF
First American Title Co.
of Santa Clara County
MAR 20 1970 9:00 AM
GEORGE E. FOWLES, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

LIBER 8864 PG 586

Order No. A. P. 822-13-83
Escrow No. MH 37247
Loan No. _____

MP

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned declares that the Documentary Transfer Tax payable hereon is \$ 16.50

Computed on full value of property conveyed.

Computed on full value less liens and encumbrances remaining at time of sale.

By: S. Riley
Signature of Declarant or agent Firm name

PLACE INTERNAL REVENUE STAMPS IN THIS SPACE

JOINT TENANCY

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
PAUL RIEMER, AN UNMARRIED MAN

, do hereby

GRANT to

IRVING PERLITCH AND JANICE PERLITCH, HUSBAND AND WIFE, AS JOINT TENANTS

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

For Description see Exhibit A Attached hereto and made a part hereof by reference.

Dated: March 17th 1970

STATE OF CALIFORNIA
COUNTY OF Santa Clara } ss.

On March 19, 1970
before me, the undersigned, a Notary Public in and for said
State, personally appeared Paul Riemer

Paul Riemer
Paul Riemer

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

WITNESS my hand and official seal.
Signature John H. Lawler
John H. Lawler
Name (Typed or Printed)

JOHN H. LAWLER
NOTARY PUBLIC
Santa Clara County, Calif.
My commission expires Mar. 22, 1973

STATE OF CALIFORNIA,

County of Santa Clara } ss

BOOK 6280 PAGE 214

On this 21st day of October in the year one thousand nine hundred and 63,

before me, _____, a Notary Public,
State of California, duly commissioned and sworn, personally appeared
N. E. Andrew and L. M. Cali

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

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

Dorothy M. Steed

DOROTHY M. STEED Notary Public, State of California.

My Commission Expires March 29, 1966



WITNESS my hand this 29th day of March, 1963

Mrs. Betty B. Jillson

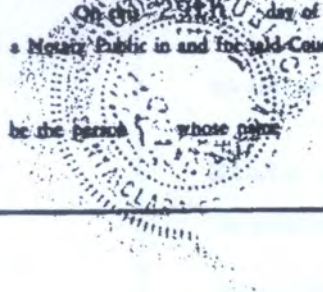
STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On the 29th day of March, 1963, before me, WILLIAM R. CHRISTY
a Notary Public in and for said County and State, personally appeared

BETTY B. JILLSON

be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she knows to me to executed the same.

William R. Christy
WILLIAM R. CHRISTY Notary Public



3 ✓

JILLSON
Reid Hillview
T1 240588

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 14th day of May, 1962³.

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

BEGINNING at a point on the Southeasterly line of Cunningham Avenue, that is distant thereon South $49^{\circ} 51'$ West 150.0 feet from the dividing line between Lots 39 and 40 of the Fillmore Tract, as said Avenue and Lots are shown upon the Map herein referred to; thence continuing along the said Southeasterly line of Cunningham Avenue South $49^{\circ} 51'$ West 50.0 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South $40^{\circ} 09'$ East 240.0 feet; running thence at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 50.0 feet; running thence parallel with said dividing line North $40^{\circ} 09'$ West 240.0 feet to the point of beginning and being a part of Lot 39, as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which said Map was filed for record February 14, 1888 in Book C of Maps, page 57, Santa Clara County Records.

BOOK

6075
PC459

Recorded at request of
SURETY TITLE & GUARANTY COMPANY
Order #105015-A
Tax parcel #491-15-4

4172340

BOOK 9662 PAGE 270

3003-6968

AFTER RECORDING, RETURN TO:
County Counsel
70 W. Hedding St.,
San Jose, Ca. 95110
Capitol III
File No. 103.137
Parcel 2623-17

FOR RECORDER'S USE ONLY

BOOK 9662 PAGE 270

RECORDED AT THE REQUEST OF
SURETY TITLE & GUARANTY COMPANY

JAN 11 1972 800-AM

GEORGE E. FOWLES, RECORDER
Santa Clara County, Official Records

No stamps to be affixed

DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Pacific, hereby grants to COUNTY OF SANTA CLARA, a political subdivision of the State of California, hereinafter called County, the real property, situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

Beginning at the northwesterly terminus of a course in the southwesterly boundary line of the 3.995 acre parcel of land conveyed by Clementine Kampfen and others to Pacific Gas and Electric Company by deed dated May 20, 1949 and recorded in the office of the County Recorder of said County of Santa Clara in Book 1824 of Official Records at page 261, which course according to the description contained in said deed dated May 20, 1949 has a bearing of north 41° 09-1/2' west and a length of 19.1 feet, and running thence along the boundary lines of said 3.995 acre parcel of land the following four courses, namely:

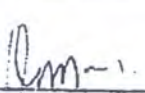
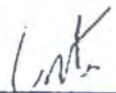
- (1) south 41° 06' east, along said course which has a bearing of north 41° 09-1/2' west and a length of 19.1 feet, a distance of 19.10 feet to the southwest corner of said 3.995 acre parcel of land,
- (2) north 68° 12' east, along the southeasterly boundary line of said 3.995 acre parcel of land, 52.88 feet to the southeast corner of said 3.995 acre parcel of land, said southeast corner being the most easterly corner of the parcel of land delineated and designated K on the Record of Survey Map filed for record in the office of said County Recorder in Book 254 of Maps at page 35,

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of DEC 13 1971, 19____.

By  
Chairman, Board of Supervisors
County of Santa Clara

Dated this 28th day of September 19 70

Signed and delivered in the presence of

GEORGE GARBINI

George Garbini
ALICE GARBINI

Alice Garbini

GRANTOR

STATE OF CALIFORNIA }
County of Santa Clara } ss.

On September 28, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared George Garbini and Alice Garbini

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

SUBSCRIBING WITNESS

STATE OF CALIFORNIA }
County of _____ } ss.

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

_____ known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of _____, State of California; that he was present and saw _____

personally known to him to be the person described in and whose name is subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal. _____ (Seal)

Name (Typed or Printed) _____
Notary Public in and for Said County and State

WITNESS my hand and official seal.

FRANCIS N. CRAWFORD
NOTARY PUBLIC - CALIFORNIA

PRINCIPAL OFFICE
SANTA CLARA COUNTY
COMMISSION EXPIRES JULY 21, 1973

(Seal) Francis N. Crawford
Name (Typed or Printed)

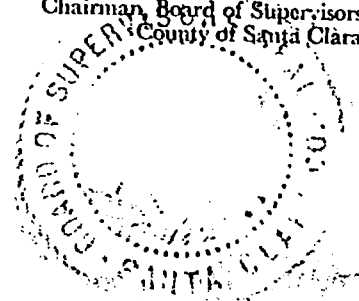
Notary Public in and for said County and State

(CERTIFICATE OF ACCEPTANCE, GOVT. CODE, SECTION 27281)

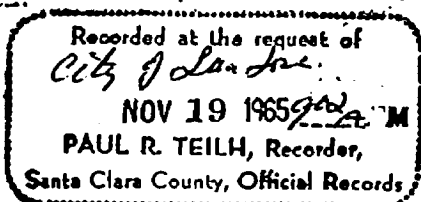
This is to certify, that the interest in real property conveyed by the within and foregoing deed or grant to the County of Santa Clara, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara, adopted September 27, 1965, and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

In witness whereof, I have hereunto set my hand on OCT 13 1970, 19____

By _____
Chairman, Board of Supervisors
County of Santa Clara



RES - 7/13/65
St. Vac.
FPP:FTL:LT:B
11-15-65

0.4
RESOLUTION NO. 28313

A RESOLUTION OF THE CITY OF SAN JOSE VACATING
A PORTION OF CUNNINGHAM AVENUE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAN JOSE:

WHEREAS, this Council did, on date of October 18, 1965,
adopt its Resolution No. 28189 of Intention to vacate a portion
of Cunningham Avenue

in accordance with the provisions of Part 3, Division 9 of the
Streets and Highways Code of the State of California, referring to
a map on file in the office of the City Clerk for particulars of,
and fixing a time and place for hearing all persons interested in
or objecting to the proposed vacation; and

WHEREAS, on Monday, the 15th day of Nov. 1965, in the
Council Chambers of the City of San Jose, this Council did convene
and give hearing to all persons offering evidence on the proposed
street vacation; and

WHEREAS, this Council finds that the Resolution of Inten-
tion was duly published in a newspaper of general circulation in
the City of San Jose, and that notices, stating the passage of the
Resolution of Intention and the time and place of public hearing,
were posted along said portion of Cunningham Avenue
to be vacated, in accordance with State law; and

WHEREAS, this Council finds from all the evidence submitted
that the portion of street described in the said Resolution of Inten-
tion is unnecessary for present or prospective public street purposes;

NOW, THEREFORE, it is hereby ordered that the said portion
of Cunningham Avenue
in the City of San Jose, County of Santa Clara, State of California,
as shown on that map entitled " Map Showing portion of Cunningham Avenue

130.14 feet along said Northerly line to the point of beginning.

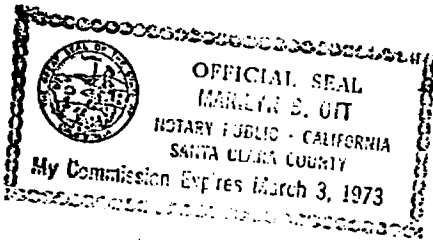
WITNESS my hand on JUL 1 1969.

Sig Sanchez
Chairman, Board of Supervisors

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.

On July 1, 1969, before me, Marilyn B. Ott,

personally appeared Sig Sanchez, known to me to be the
Chairman of the Board of Supervisors of the County of Santa Clara,
State of California, and known to me to be the person who executed
the within instrument on behalf of said County and acknowledged
to me that said County of Santa Clara authorized execution of the
same.



Marilyn B. Ott
Notary Public

RECORDED
INDEXED
JUL 10 1969

This document is being recorded
free for the County of Santa
Clara pursuant to Government
Code Section 6103

3650300
BOOK 8600 PG 639
FILED FOR RECORD
AT REQUEST OF
COUNTY COUNSEL
JUL 10 2 03 PM '69
OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE E. FOWLES
RECORDER

NO FEE

4

IRS.

Grant Deed Individual
also known as Edward B. Perales
Edward B. Perales/and
Esther M. Perales/his wife
also known as Esther M. Perales

the first partes hereby GRANT TO the
County of Santa Clara, STATE
OF CALIFORNIA

the second part y all that real property situated in the
City of San Jose
County of Santa Clara, State of California, described as follows:

FILED FOR RECORD
AT REQUEST OF
Insurance and Trust Company
JAN 31 1 50 PM 1964
OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER
BOOK 6359 PAGE 52
P.K.
Above space for Recorder

EXHIBIT A

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

PORTION OF LOT 67, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1948 in Book C of Maps, at page 57, and more particularly described as follows:

BEGINNING at a point in the center line of Swift Lane, distant thereon North 50° East 230.77 feet from the Easternmost corner of that certain 5 acre tract of land described in the Deed from Cecil Reid et ux to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942, recorded February 16, 1942 in Book 1084 Official Records, page 138, Santa Clara County Records, said point of beginning also being on the Southeasterly line of the Fillmore Tract above referred to; running thence North 50° East along the said center line of Swift Lane, which is also the Southeasterly line of the Fillmore Tract, 65.00 feet; thence leaving said last named line and running North 40° 09' West and parallel with the Northeasterly line of said 5 acre tract, 217.52 feet to an iron pipe; running thence South 50° West and parallel with the said center line of Swift Lane, 65.00 feet to an iron pipe; running thence South 40° 09' East and parallel with the Northeasterly line of said 5 acre tract, 217.52 feet to the point of beginning.

WITNESS

hand

this

10th

day of

December

19 63

Edward B. Perales
Edward B. Perales

Esther M. Perales
Esther M. Perales

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } ss.

On this 10th day of December, 1963, before me, JOANNE L. SMITH

248021

T1 - 247027
Reid Hillview
City of San Jose

BOOK 6175 PG 74
489-32-5

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 15th day of August, 1962.

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

2473666

JRK:meb
Revision of 1/4/62

BOOK 6175 PG 72

D.H.

Recorded at the request of
Title Insurance and Trust Company
SEP 3 1963 11:33 AM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Records

Dated this 19th day of March 1970

Signed and delivered in the presence of

Michael T. O'Kane
MICHAEL T. O'KANE

GRANTOR

STATE OF CALIFORNIA

County of Santa Clara ss.

On March 19, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael T. O'Kane

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

WITNESS my hand and official seal.



(Seal) Justin F. Mitchell

Name (Typed or Printed)

Notary Public in and for said County and State

SUBSCRIBING WITNESS

STATE OF CALIFORNIA

County of _____ ss.

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

known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of _____ State of California;

that he was present and saw _____

personally known to him to be the person described in and whose name is subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.

(Seal) _____
Name (Typed or Printed)

Notary Public in and for Said County and State

(CERTIFICATE OF ACCEPTANCE, GOVT. 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, adopted September 27, 1965, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof, I have hereunto set my hand on APR 7 1970

By Justin F. Mitchell
Chairman, Board of Supervisors
County of Santa Clara



STATE OF CALIFORNIA

ss. BOOK 9662 PAGE 282

City and County of San Francisco

On this 31 day of August, in the year 1971, before me, Lucille Mullen a Notary Public in and for the said City and County, duly commissioned and sworn, personally appeared

Nolan H. Daines and J. F. Taylor

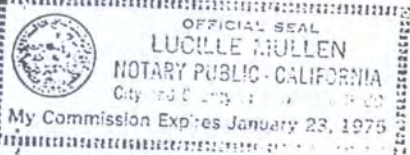
known to me to be the Manager, Land Department, and the Secretary, respectively,

of the corporation that executed the within instrument, and to be the person who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

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

Lucille Mullen (Signature) Lucille Mullen

Notary Public in and for the City and County of San Francisco, State of California My Commission Expires January 23, 1975

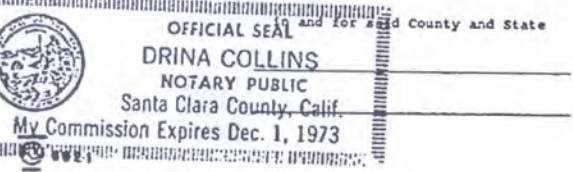


STATE OF CALIFORNIA)) ss) COUNTY OF SANTA CLARA)

On 10/5/71 before me Drina Collins personally appeared Dominic L. Cortese and Donald M. Rains, known to me to be the

Chairman and Clerk of the Board of Supervisors of the County of Santa Clara, State of California, respectively, and known to me to be the persons who executed the within instrument on behalf of said County, and acknowledged to me that said County of Santa Clara authorized execution of the same.

Drina Collins (Signature) Notary Public



STATE OF CALIFORNIA, County of Merced

ON March 15, 1977, before me, the undersigned a Notary Public in and for the State of California with principal office in the County of Merced, personally appeared

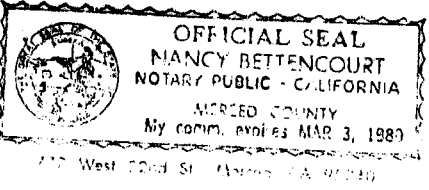
Alys Marie Mellow

known to me to be the person whose name is _____ subscribed to the within Instrument, and acknowledged to me that she executed the same. **WITNESS** my hand and official seal.

Nancy Bettencourt
SIGNATURE OF NOTARY

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

NOTARY'S NAME AND COMMISSION EXPIRATION DATE PRINTED



STATE OF CALIFORNIA,

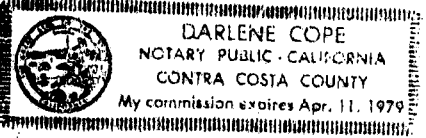
County of CONTRA COSTA

On this 1st day of April in the year one thousand nine hundred and Seventy-Seven before me Darlene Cope a Notary Public, State of California, duly commissioned and sworn personally appeared HENRY S. KNUDSEN

known to me to be the person whose name _____ 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 CONTRA COSTA County of CALIFORNIA the day and year in this certificate first above written.

Darlene Cope
Notary Public, State of California

My Commission Expires 4/11/79



State of California
County of Santa Clara

On this 20th day of August, in the year of our Lord One Thousand
Nine Hundred and Forty seven, before me, S. T. PEREIRA

a Notary Public in and for said County of Santa Clara
State of California, residing therein, duly commissioned and sworn, personally appeared

CLEM MERCIER AND ETHEL MERCIER, his wife, as joint tenants

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

In Witness Whereof, I have hereunto set my hand and affixed my official Seal at my office in said
County of Santa Clara the day and year in this certificate first

above written.



S. T. Pereira

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

My Commission expires January 8, 1950

477151

BPD

CLEM MERCIER et ux

-TO-

WILLIAM R. CARROLL et ux

Dated August 20, 1947

INDEXED
GRANTOR
GRANTEE
SPECIAL
PAGES

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

AUG 29 1947 at 2:39 P.M.
recorded in Vol. of Official Records,
et seq., Santa Clara
County Records.

Richard A. [Signature]
RECORDS

CALIFORNIA PACIFIC TITLE INSURANCE COMPANY

TITLE INSURANCE COMPANY
Street, San Francisco

66 North First St.
San Jose

ASSOCIATED OFFICES

County
and Guaranty Company
Millin St., Oakland

County
Abstract & Title Company
Court Street

County
Title Company
Street, San Rafael

County
and Abstract Company
Street, Salinas

County
Title Insurance Company
Street, San Jose

County
Title Company
Street, Santa Cruz

County
and Title Company
Main Street, Stockton

County
Title Insurance Company
W. Redwood City

County
and Title Company
Winnua, Santa Rosa

County
Title Company
Street, Sacramento

RECORDING REQUESTED BY 2300067

2300067 #240581 mmt

BOOK 5903 PG 435

BOOK 5903 PG 435

AND WHEN RECORDED MAIL TO

Name County of Santa Clara
Street County Counsel
Address 70 West Rosa Street
City & State San Jose, California

Recorded at the request of
Title Insurance and Trust Company
NOV 26 1962 / OHS DAM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Records

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFFIX I.R.S. s. None.....IN THIS SPACE

Assessment No. 489-14-15

Grant Deed

TO 405 C

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

MOSES CHAVEZ and RUTH RUIZ CHAVEZ, husband and wife

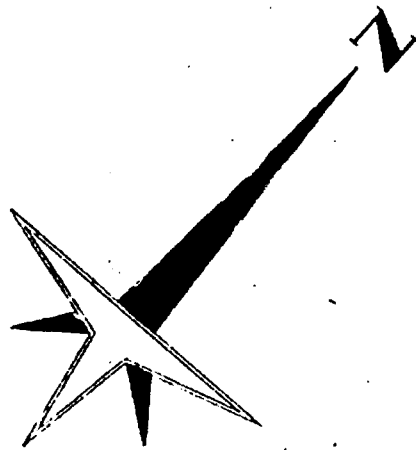
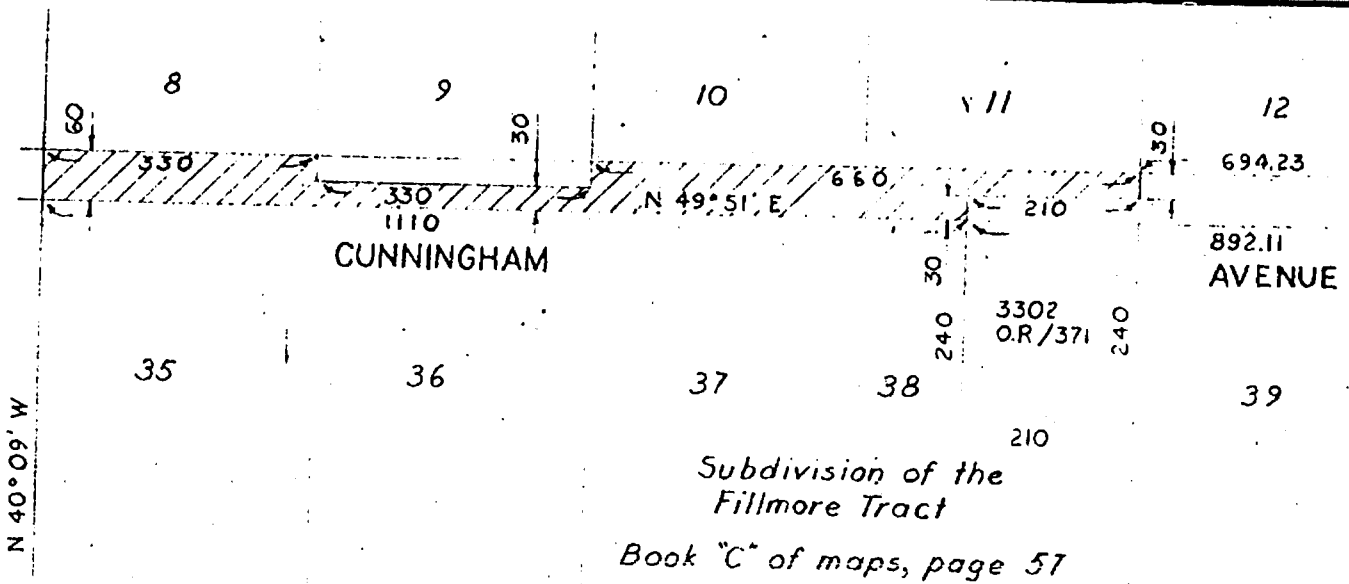
hereby GRANT(S) to

COUNTY OF SANTA CLARA, State of California

the following described real property in the City of San Jose
County of Santa Clara, State of California:

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 290.87 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, thence along said center line of Swift Avenue, South 28° 44' East 143.81 feet; thence parallel with the Southeasterly line of Lot 40, as shown on said Map South 49° 51' West 294.82 feet to the dividing line between Lots 39 and 40 as shown on said Map, thence along said dividing line North 40° 09' West 140.96 feet to a point which bears South 49° 51' West and parallel with said Southeasterly line of Lot 40, 323.29 feet from the point of beginning, thence North 49° 51' East and parallel with said Southeasterly line of Lot 40, 323.29 feet to the point of beginning containing 1 acre, more or less, and being a portion of Lot 40 as shown and delineated upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which said Map was recorded February 14, 1888 in the office of the County Recorder of the County of Santa Clara, State of California, in Book C of Maps, page 57.

1X



Scale: 1" = 200'

Date: Aug. 17, 1962

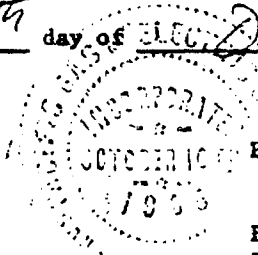
Approved: *[Signature]*

M A

Showing portions of Cunningham Avenue propo

respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate this 24th day of October, 1963.



State of California,
City and County of San Francisco } ss.
On this 24th day of October, in the year 1963, before me,
Rita J. Green Notary Public in and for the said
City & County, duly commissioned and sworn, personally appeared
J. S. Moulton & J. F. Taylor
known to me to be the Vice-Pres. & Exec. Engr.
& Asst. Secretary

of the corporation that executed the within and foregoing instrument, and to be the persons who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that said corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

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

Rita J. Green
Notary Public in and for the City and County of San Francisco State of California
My Commission Expires July 16, 1967

PACIFIC GAS AND ELECTRIC COMPANY

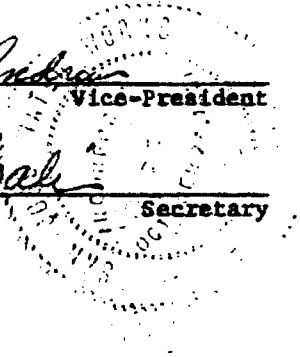
By [Signature]
Its Vice-President and Executive Engineer

And By [Signature]
Its Assistant Secretary

SAN JOSE WATER WORKS

By [Signature]
Its Vice-President

And By [Signature]
Its Secretary



San Jose
LD Est. 268
T.7S., R.1E.,
M.D.B.&M.
159 mc

Prepared [Signature]
Checked [Signature]

JUL-6 '63

FILED FOR RECORD
AT REQUEST OF

CITY OF SAN JOSE

Dec 3 8 49 AM 1965

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

When Recorded
Return to:
CITY CLERK
Room 408, City Hall
San Jose, Calif.

RES - 7/13/65
St. Vac.
FPP:FTL:LT:B
11-15-65

2969394

D.H.
BOOK 7198 PAGE 136

RESOLUTION NO. 28313

A RESOLUTION OF THE CITY OF SAN JOSE VACATING
A PORTION OF CUNNINGHAM AVENUE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAN JOSE:

WHEREAS, this Council did, on date of October 18, 1965,

adopt its Resolution No. 28189 of Intention to vacate a portion
of Cunningham Avenue

in accordance with the provisions of Part 3, Division 9 of the
Streets and Highways Code of the State of California, referring to
a map on file in the office of the City Clerk for particulars of,
and fixing a time and place for hearing all persons interested in
or objecting to the proposed vacation; and

WHEREAS, on Monday, the 15th day of Nov. 1965, in the
Council Chambers of the City of San Jose, this Council did convene
and give hearing to all persons offering evidence on the proposed
street vacation; and

WHEREAS, this Council finds that the Resolution of Inten-
tion was duly published in a newspaper of general circulation in
the City of San Jose, and that notices, stating the passage of the
Resolution of Intention and the time and place of public hearing,
were posted along said portion of Cunningham Avenue
to be vacated, in accordance with State law; and

WHEREAS, this Council finds from all the evidence submitted
that the portion of street described in the said Resolution of Inten-
tion is unnecessary for present or prospective public street purposes;

NOW, THEREFORE, it is hereby ordered that the said portion
of Cunningham Avenue

in the City of San Jose, County of Santa Clara, State of California,

D.H.

AFTER RECORDING, RETURN TO:

FOR RECORDER'S USE ONLY

When Recorded
 Return to:
 CITY CLERK
 Room 408, City Hall
 San Jose, Calif.

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "Pacific", hereby grants to CITY OF SAN JOSE, a municipal corporation, hereinafter called "City", the right to excavate for, install, replace (of the initial or any other size), maintain, and use a pipe line for sanitary sewer purposes, together with a right of way, within each of the strips of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PARCEL I

Beginning at a point in the centerline of Cunningham Avenue, as said Cunningham Avenue is delineated and so designated upon the map of the Fillmore Tract, filed for record in the office of the County Recorder of said County of Santa Clara in Book "C" of Maps at page 57, said point of beginning being a point in the southwesterly boundary line of lot 14, as said lot 14 is delineated and so designated upon said map from which the 3/4 inch iron monument in the centerline of said Cunningham Avenue, marking the most easterly corner of lot 16, as said lot 16 is delineated and so designated upon said map, bears North 68° 09 1/2' East 923.7 feet distant and running thence South 68° 09 1/2' West along the centerline of said Cunningham Avenue, 53.0 feet; thence North 41° 09 1/2' West 19.1 feet; thence North 44° 31 1/2' West 627.6 feet to a point in the southwesterly boundary line of lot 14, as said lot 14 is delineated and so designated upon said map; thence North 40° 14' West, along the last mentioned boundary line, and the northwesterly prolongation thereof, 621 feet to the TRUE POINT OF BEGINNING of the centerline of the herein described ten foot wide easement. Thence from the True Point of Beginning North 64° 49' 50" East 52 feet, more or less, to a point on the easterly line of the lands of the Pacific Gas and Electric Company, said point also being the easterly terminus of the centerline of the herein described easement.

PARCEL II

Beginning at a point in the centerline of Cunningham Avenue, as said Cunningham Avenue is delineated and so designated upon the map of the Fillmore Tract, filed for record in the office of the County Recorder of said County of Santa Clara in Book "C" of Maps at page 57, said point of beginning being a point in the southwesterly boundary line of lot 14, as said lot 14 is delineated and so designated upon said map from which the 3/4 inch iron monument in the centerline

consideration or value of interest conveyed
 herein does not exceed \$100.00

CERTIFICATE OF ACCEPTANCE

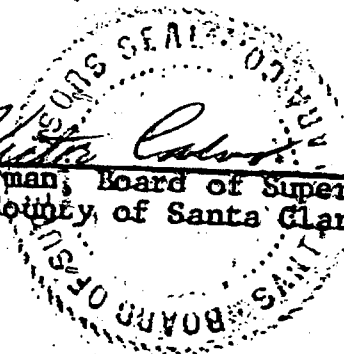
(Government Code Section 27281)

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

IN WITNESS WHEREOF, I have hereunto set my hand

on FEB 9 1970

By *Victor Calvert*
Chairman, Board of Supervisors
County of Santa Clara



NO FEE

JRK
5/9/69

3761471
BOOK 8825 PAGE 282
FILED FOR RECORD
AT REQUEST OF
COUNTY COUNCIL
FEB 10 2 09 PM '70
OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE E. FOWLES
RECORDER

BOOK 1824 PAGE 262

to Grantors the right to construct, maintain and use across said real property such roads, pipes and ditches as Grantors shall reasonably require in connection with Grantors' use of the premises retained by Grantors and in such locations as will not interfere with Grantee's use of said real property.

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

IN WITNESS WHEREOF Grantors have executed these presents this 20th day of May 1949.

Clementina Kampfen
William Kampfen
Angeline Kampfen
Ida Howard

Executed in the presence of:

James E. Bennett
Witness

SAN JOSE ABSTRACT & TITLE INSURANCE CO.
583721
FILED FOR RECORD
AT REQUEST OF
SAN JOSE ABSTRACT & TITLE INSURANCE CO.
1949 JUL 25 AM 10:58
BOOK 1824 PAGE 261

RECORDED
INDEXED
MAY 27 1949
P.W.

280 19

STATE OF CALIFORNIA;

County of Santa Clara

On this 20th day of May in the year one thousand nine hundred and forty-nine, before me

Eva Mitchell, a Notary Public in and for the County of Santa Clara State of California, residing therein, duly commissioned and sworn, personally appeared James E. Bennett

known to me to be the person whose name is subscribed to the within instrument as witness thereto, who, being by me duly sworn

deposed and said: that he reside in San Mateo County of California State of California

that he was present and saw Clementina Kampfen, William Kampfen,

(personally known to him to be the person described in, and who executed the said within instrument as parties thereto), sign, seal, and deliver the same; that the said

Clementina Kampfen, William Kampfen, Angeline Kampfen, Ida Kampfen, formerly duly acknowledged in the presence of said affiant, that they executed the same and that he, the said

affiant, thereupon, and at the request of said Clementina Kampfen, William Kampfen, Angeline Kampfen, Ida Kampfen, formerly subscribed his name as witness thereto.

Angeline Kampfen, and Ida Kampfen, formerly Ida Howard, Clementina Kampfen, William Kampfen, Angeline Kampfen, Ida Kampfen, formerly Ida Howard,

James E. Bennett, Notary Public

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal

RECORDING REQUESTED BY

Title Insurance and Trust Co.
SJ-371134

DEC 19 1975

9867 * 22.00

5179867
B 781 PAGE 745

B 781 PAGE 745

AND WHEN RECORDED MAIL TO

RECORDED AT THE REQUEST OF
Title Insurance and Trust Company
DEC 19 1975 8:00 AM
George A. Mann, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

Name
Street Address
City & State
Regional Chapter of the
Antique Airplane Assoc.
P.O. Box 434
Campbell, CA 95008

500

MAIL TAX STATEMENTS TO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Name
Street Address
City & State
Same as above

Grant Deed

Full Value

D.T.T. \$ 22.00

TO 409 CA (5-66)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

825-10-3

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

IRVING PERLITCH and JANICE PERLITCH, husband and wife

hereby GRANT(S) to NORTHERN CALIFORNIA REGIONAL CHAPTER OF ANTIQUE AIRPLANE ASSOCIATION

the following described real property in the
County of Santa Clara, State of California:

See Schedule C as attached hereto for legal description and by this reference made a part hereof.

Dated December 8, 1975

Irving Perlitch
Irving Perlitch

Janice Perlitch
Janice Perlitch

STATE OF CALIFORNIA }
COUNTY OF Santa Clara } ss.

On December 12, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared Irving Perlitch and Janice Perlitch

known to me to be the persons whose names subscribed to the within instrument and acknowledged that

SJ 318479 jj1
APN 822-13-85

Return to: Office of the County Counsel
507 County Administration Bldg.
70 West Hedding Street
San Jose, CA 95110

BOOK 9111 PAGE 532

3899693

RECORDED AT THE REQUEST OF
Title Insurance and Trust Company
NOV 5 1970 8:00 AM
GEORGE E. FOWLES, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

OK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO TAX DUE
GRANT DEED

(INDIVIDUAL)

Document No. 7314-26 800.31

Project South County Airport

GEORGE GARBINI and ALICE GARBINI, his wife,

GRANT to the COUNTY OF SANTA CLARA all that real property in the
County of Santa Clara, State of California, described as:

The South one half of SUBDIVISION A of Lot 136 of the San Martin
Ranch, said South one half of SUBDIVISION A of Lot 136 being all
that area of SUBDIVISION A Southerly of a line joining the mid-
points of the Northeasterly line and the Southwesterly line of
said SUBDIVISION A, said line being parallel to the Southeasterly
boundary of SUBDIVISION A of Lot 136 as shown upon that certain
Map entitled "San Martin Ranch Map No. 3", which Map is recorded
in Book G of Maps at page 69 in the Office of the County Recorder
of Santa Clara County, California.

ORIG - COUNTY COUNSEL

OCT 13 1970

BOOK 9111 PAGE 532



Grant Deed Individual
GUADALUPE G. GARCIA and DOMINGA F. GARCIA

2348055
LIBER 5907 PG 28
Recorded at the request of
Title Insurance and Trust Company
FEB 15 1963 11:40 AM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Recorder
Above space for Recorder D.H.

the first part **ies**, hereby GRANT TO
COUNTY OF SANTA CLARA,
State of California
the second part **y**, all that real property situated in the
County of Santa Clara, State of California, described as follows:

EXHIBIT A

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

BEGINNING at a point in the center line of Cunningham Avenue, distant thereon South 68° 12' West 30.22 feet, and South 49° 51' West 202.45 feet from the point of intersection of said center line of Cunningham Avenue with the center line of Swift Avenue, as shown upon the Map hereinafter referred to; thence running along said center line of Cunningham Avenue, South 49° 51' West 50.00 feet; thence leaving said center line and running parallel with the line dividing Lots 39 and 40, as shown upon the Map hereinafter referred to, South 40° 09' East 165.15 feet; thence parallel with the center line of Cunningham Avenue, North 49° 51' East 50.00 feet; thence parallel with the line dividing said Lots 39 and 40, North 40° 09' West 165.15 feet to the point of beginning, and being a portion of Lot 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.



WITNESS *Their* hand *S* this *20th* day of *December*, 19*62*.
SIGNED AND DELIVERED IN THE PRESENCE OF:

Walter Doyle

Guadalupe G. Garcia
Dominga F. Garcia

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } ss.

On this _____ day of _____, 19____, before me,
a Notary Public in and for said County and State, personally appeared

RECORDING REQUESTED BY

BOOK 9644 PAGE 284

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO

RECORDED AT THE REQUEST OF
Title Insurance and Trust Company
DEC 28 1971 8:00 AM
GEORGE E. FOWLES, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

NAME Santa Clara County
STREET ADDRESS 70 West Hedding St.
CITY, STATE, ZIP San Jose, California

1744 *SIT*
This space for Recorder's use

BOOK 9644 PAGE 284

Title Order No. Escrow No.

GRANT DEED

GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is ^{None} Required
 computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
MARY GHIGGERI, Administratrix of the Estate of JOE GARBINI, also known as JOSEPH GARBINI, also known as GIUSEPPI GARBINI, deceased, hereby GRANT(S) to

Santa Clara County

the following described real property in the County of Santa Clara, State of California:

Subdivision B of Lot 135 of the San Martin Ranch Map No. 3 as laid down and delineated upon a Map entitled, "San Martin Ranch Map No. 3, being C. H. Phillip's Re-Subdivision of Lots 68 to 107 incl. and 132 to 168 incl. of San Martin Ranch Map No. 2, as recorded in Book G of Maps, pages 38 and 39, Santa Clara County Records", which said Map was filed on June 8, 1893 and recorded therein in Book G of Maps, page 69, and the North 1/2 of Subdivision A of Lot 136 of the San Martin Ranch as laid down and delineated on San Martin Ranch Map No. 3 which Map is recorded in Book G of Maps, page 69.

This deed is executed pursuant to an order given and made by the Superior Court of the State of California, in and for the County of Santa Clara, on the 2nd day of September, 1971, in a proceeding therein pending entitled, "In the Matter of the Estate of Joe Garbini, also known as Joseph Garbini, also known as Giuseppe Garbini, deceased, and numbered 79380 in the files and records of said court", a certified copy of which order is recorded contemporaneously herewith in the office of the County Recorder of said County, to which reference is hereby made.

Dated Sept 23, 1971

Mary Ghiggeri
MARY GHIGGERI, Administratrix

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } ss.

On September 23, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared

MARY GHIGGERI, Administratrix

known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that she executed the same. Witness my hand and official seal.

Signature Ruth R. Volzing
Ruth R. Volzing

My Commission expires: 11/20/72.

(Space above for official notarial seal)



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Name _____ Street Address _____ City & State _____ Zip _____

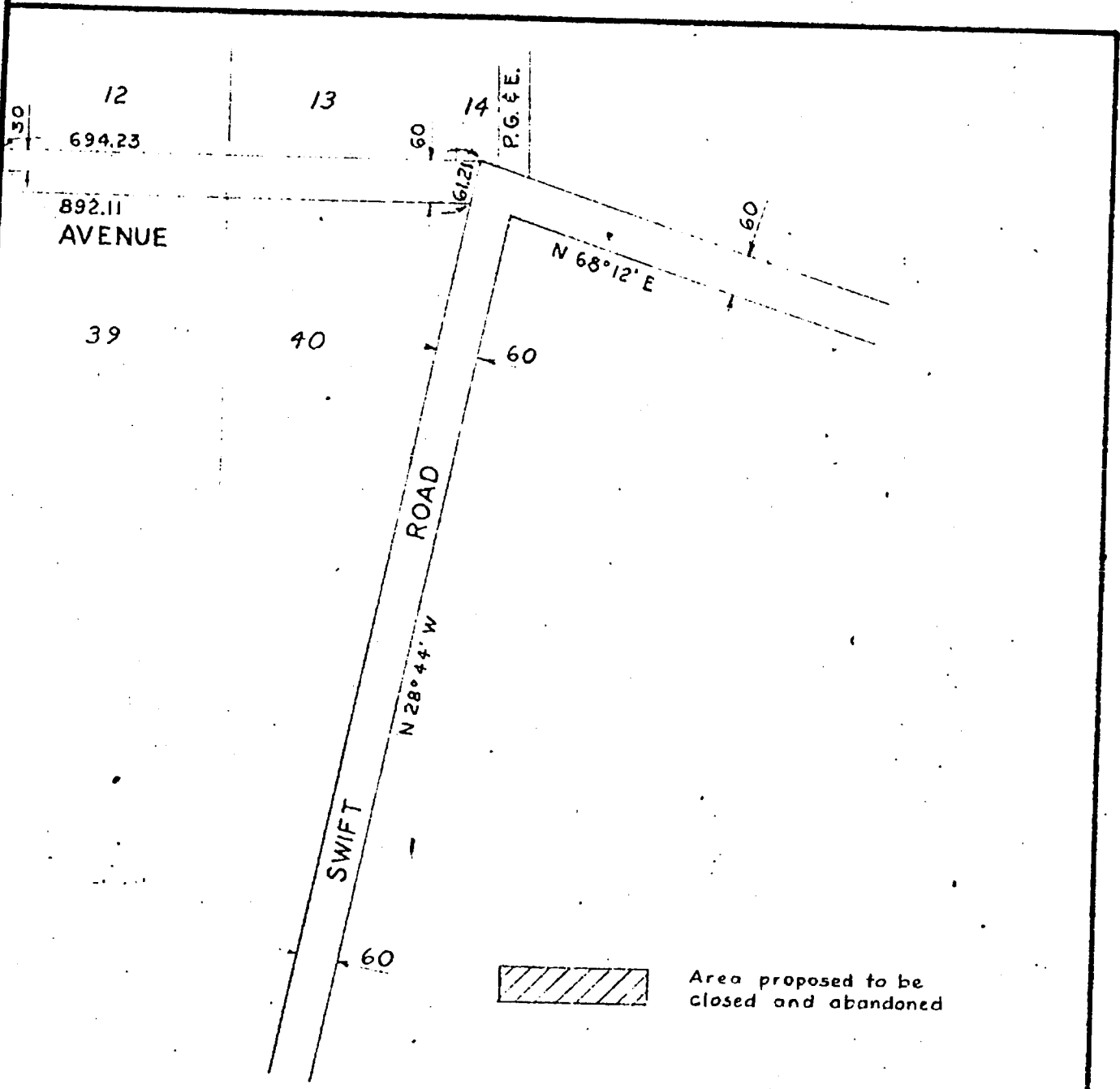


EXHIBIT "A"

A P


venue proposed to be closed and abandoned

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

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

IN WITNESS WHEREOF, I have hereunto set my hand this
21st day of June, 1977.

BY 
Chairman, Board of Supervisors
County of Santa Clara

62-411-10-101
26261
26262

585721
\$1.65

BOOK 1824 PAGE 261

205110



CLEMETINE KAMPFEN, a married woman dealing with her separate property, also known as CLEMETINA KAMPFEN,

WILLIAM KAMPFEN and ANGELINE KAMPFEN, husband and wife,

and BOB HOWARD, formerly IDA KAMPFEN, a married woman dealing with her separate property,

hereinafter called Grantors, hereby grant to PACIFIC GAS AND ELECTRIC COMPANY,

a California corporation, hereinafter called Grantee, that certain real property

situate in the County of Santa Clara, State of California, bounded and described

as follows, to wit:

Beginning at a point in the centerline of Cunningham Avenue, said Cunningham Avenue is delineated and so designated upon the map of the Willmore Tract, filed for record in the office of the County Recorder of said County of Santa Clara in Book "C" of Maps at page 57, said point of beginning being a point in the southwesterly boundary line of lot 14, as said lot 14 is delineated and so designated upon said map, from which the 3/4 inch iron monument in the centerline of said Cunningham Avenue, marking the east easterly corner of lot 16, as said lot 16 is delineated and so designated upon said map, bears north 69° 02' east 283.7 feet distant and running thence south 69° 02' west, along the centerline of said Cunningham Avenue, 53.0 feet; thence north 41° 09' west 144.1 feet; thence north 44° 31' west 627.6 feet to a point in the southwesterly boundary line of lot 14, as said lot 14 is delineated and so designated upon said map; thence north 40° 11' west, along the last mentioned boundary line, and the northwesterly prolongation thereof, 2076.2 feet to a point distant 10 feet northeasterly from (measured at a right angle to) that certain line described in the grant of right of way executed by Clementine Kampfen et al to Pacific Gas and Electric Company, dated August 19, 1927, and recorded in the office of said County Recorder in Volume 343 of Official Records at page 692, (said line being marked upon the ground by the centerline of a 120' wide right of way; thence north 37° 46' west, parallel with said line described in said grant of right of way, 748.9 feet to a point in the northwesterly boundary line of the 120 acre parcel of land described and designated Parcel 1 in the deed executed by Charles Kampfen et al to William Kampfen et al, dated March 30, 1946 and recorded in the office of said County Recorder in Volume 1336 of Official Records at page 314; thence north 19° 42' east, along the last mentioned boundary line, 50.1 feet to a point distant 60 feet westerly from (measured at a right angle to) the northwesterly prolongation of said line described in said grant of right of way; thence north 37° 46' east, parallel with said line described in said grant of right of way, 750.3 feet; thence south 40° 14' east, parallel with the northwesterly prolongation of the southwesterly boundary line of lot 14, as with the southwesterly boundary line of said lot 14, 2072.9 feet; thence south 44° 31' east 627.6 feet; thence north 41° 09' east 144.1 feet, more or less, to the point of beginning; containing 1.025 acres and being situate partly in Tract No. 1 Public Lands of San Jose, and partly in Rancho Pala;

2576414

DI 240586

Application No. 240586...

I.R.S.

Grant Deed Individual BOOK 6392 PAGE 194 2576414

JOSE R. LUJAN and LUCY S. LUJAN, his wife,
as joint tenants,

the first part ies, hereby GRANT TO the
COUNTY OF SANTA CLARA,
STATE OF CALIFORNIA

the second part y, all that real property situated in the
CITY OF SAN JOSE
County of Santa Clara, State of California, described as follows:

BOOK 6392 PAGE 194

Recorded at the request of
Title Insurance and Trust Company
FEB 19 1964 11:23 AM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Records

Above space for Recorder

DH

EXHIBIT A

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

BEGINNING at the Northerly common corner for Lots 39
and 40 of the Fillmore Tract in the center line of
Cunningham Avenue 60 feet wide, as said lots and Avenue
are shown upon the Map of said Fillmore Tract, herein-
after referred to; thence Southwesterly along said
center line of Cunningham Avenue, 100 feet; thence
Southeasterly and parallel with the dividing line
between said Lots 39 and 40, 435.60 feet; thence North-
easterly and parallel with said center line of Cunningham
Avenue, 100 feet to said dividing line between said Lots
39 and 40; thence Northwesterly along said last mentioned
line, 435.60 feet to the point of beginning and being
a portion of said Lot 39 as said lot is shown upon
that certain Map entitled, "Map of the Subdivision of
the Fillmore Tract", which said Map was recorded
February 14, 1888 in the office of the County Recorder
of the County of Santa Clara, State of California, in
Volume "C" of Maps, page 57, CONTAINING approximately
1 acre of land.

WITNESS Philip J. Ramirez hand this 1st

day of November, 1963

SIGNATURES OF JOSE R. LUJAN AND LUCY S. LUJAN IN THE PRESENCE OF

Jose R. Lujan
JOSE R. LUJAN

LUCY S. LUJAN

Lucy S. Lujan

When recorded mail to
 County of Santa Clara
 507 Administration Bldg
 70 West Hedding
 San Jose.

BOOK 9962 PAGE 479

4319983

BOOK 9962 PAGE 479
 FILED FOR RECORD
 AT DEPARTMENT OF

COUNTY COUNSEL

AUG 8 11 30 AM '72

OFFICE
 SANTA CLARA COUNTY
 GEORGE OWLES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary Stamp Tax
 \$0.00
DIRECTOR'S DEED

NO FEE

DISTRICT	COUNTY	ROUTE	POST MILE	NUMBER
04	SC1	101	12.3	38648-DD DD038648-01-01

MAY 1972 68

The STATE OF CALIFORNIA, acting by and through its Director of Public Works, does hereby grant to
 COUNTY OF SANTA CLARA, a political subdivision of the
 State of California

all that real property in the

County of Santa Clara, State of California, described as:

ALL of PARCELS 1C and 1D as said parcels are described in that certain FINAL ORDER OF CONDEMNATION NO. 232500, recorded April 26, 1971, in Book 9305, at Page 421, Official Records of Santa Clara County and a portion of that certain parcel of land described in the deed to STATE OF CALIFORNIA, recorded October 16, 1970, in Book 9089, at Page 172, Official Records of Santa Clara County, said portion being described as follows:

COMMENCING at the easterly terminus of that certain course described in the above-mentioned PARCEL 1C as "S. 72°18'58" E., 230.27 feet"; thence continuing along the easterly prolongation of said course S. 72°18'58" E., 370.30 feet; thence along a tangent curve to the right with a radius of 342.00 feet, through an angle of 44°50'24", an arc length of 267.65 feet to a point of compound curvature; thence along a tangent curve to the right with a radius of 2942.00 feet, through an angle of 3°11'29", an arc length of 163.87 feet; thence S. 24°17'05" E., 349.82 feet to the easterly

MAIL TAX STATEMENTS TO:

County of Santa Clara
 20 West Hedding Street
 San Jose, CA 95110

FORM HR/W-353 (REV. 12-71)

3 00

Joseph J. O'Rourke

EST. 1927, 50233-500 1-72 12M © O&P

2804737

<p><i>When Recorded</i></p> <p>Return to: CITY CLERK Room 408, City Hall San Jose, Calif.</p>
--

GRANT DEED

THE COUNTY OF SANTA CLARA, a body politic and corporate, by and through the Board of Supervisors of the County of Santa Clara, does hereby grant to THE CITY OF SAN JOSE, a municipal corporation, all that real property situated in the City of San Jose, County of Santa Clara, State of California, described as follows:

Beginning at the Northwest corner of Lot 12 as shown on that certain map entitled "Map of Subdivision of the Fillmore Tract" and recorded February 14, 1888, in Book C of Maps at Page 57, Santa Clara County records; thence Easterly along the Northerly line of Lots 12 and 13 as shown on said map to the Northeast corner of Lot 13, thence Southerly along the Easterly line of Lot 13 to the Southeast corner of said Lot 13, said corner lying on the Northerly right of way line of Cunningham Avenue (60 ft. wide), thence Westerly along the Southerly line of Lot 13, being said Northerly line of Cunningham Avenue, 60.00 feet, thence leaving said Southerly line and running Northerly along a line parallel to and 60.00 feet distant from the Easterly line of Lot 13, 1195.44 feet more or less, thence along a tangent curve to the left, with a radius of 20.00 feet and central angle of $83^{\circ} 33' 45''$, 29.17 feet, thence Westerly along a tangent line 167.55 feet, thence continuing Westerly along a curve to the left, with a radius of 1755.00 feet and central angle of $06^{\circ} 30' 13''$, 199.21 feet, thence continuing Westerly along a line parallel to and 45.00 feet distant from the Northerly line of Lots 12 and 11 as shown on the aforementioned map, 426.42 feet to an angle point, thence continuing Westerly along a line parallel to and 45.00 feet distant from the Northerly line of Lots 11, 10, 9 and 8 as shown on the aforementioned map 1008.02 feet, thence Westerly along a tangent curve to the left, with a radius of 308.56 feet and central angle of $06^{\circ} 49' 04''$, 36.72 feet, thence Westerly along a reverse tangent curve to the right, with a radius of 398.56 feet and central angle of $06^{\circ} 49' 04''$, 47.43 feet, thence Westerly along a line parallel to and 50.00 feet distant from the Northerly line of Lot 8, as shown on the aforementioned map 20.03 feet to an intersection with the Westerly line of said Lot 8, thence Northerly along said Westerly line 50.00 feet to the Northwestern corner of said Lot 8, thence Easterly along the Northerly line of Lots 8, 9, 10 and 11, 1321.31 feet to the point of beginning.

Containing 3.9 ± acres.

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

D 003 44

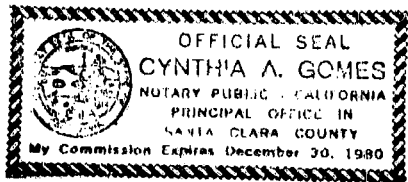
On June 1, 1977 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mitsuo Miyamura, Hiroshi Miyamura and Kazuko Miyamura

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

WITNESS my hand and Official Seal.

Cynthia A. James
Notary

ACKNOWLEDGMENT—PARTNERSHIP
VIC 330



Dated this 1st day of March 1977

Signed and delivered in the presence of

Stephen M. Eckis
STEPHEN M. ECKIS

John Knudsen, Jr.
John Knudsen, Jr.
Henry S. Knudsen
Henry S. Knudsen
Alyce Marie Mellow
Alys Marie Mellow aka
Alyce Marie Mellow

GRANTOR

SUBSCRIBING WITNESS

STATE OF CALIFORNIA

STATE OF CALIFORNIA

County of San Diego

County of San Diego

On March 1, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared John Knudsen, Jr.

On March 1, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen M. Eckis

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

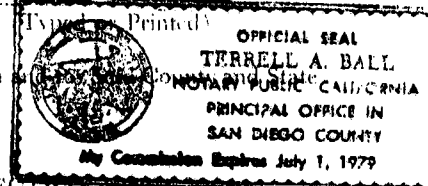
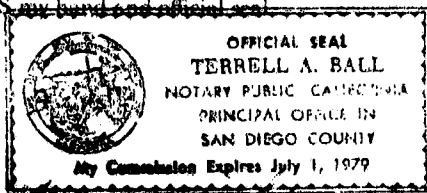
known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of San Diego, State of California;

that he was present and saw Stephen M. Eckis

WITNESS my hand and official seal.

personally known to him to be the person described in and whose name is subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.



TERRELL A. BALL

TERRELL A. BALL

Name (Typed or Printed)

Name (Typed or Printed)

Notary Public in and for said County and State

Notary Public in and for said County and State

CERTIFICATE OF ACCEPTANCE, GOV'T. CODE, SECTION 27261

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, adopted September 27, 1965, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof, I have hereunto set my hand on JUN 20 1977 19

Stanley J. ...
Chairman, Board of Supervisors
County of Santa Clara

3 RECORDING REQUESTED BY
Valley Title Company
Receipt #825-11-10
Code 87-046

5759152

D 083 FILE 45

Recorded at the request of
Valley Title Company

AND WHEN RECORDED MAIL TO

County of Santa Clara
Transportation Agency
1555 Berger Drive
San Jose, CA 95112
ATTN: E. D. Hodge

D 083 FILE 45

AUG 18 1977 8:00AM

GEORGE A. MANN
REGISTRAR - RECORDER
Santa Clara County, Official Records

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

RECORD WITHOUT FEE UNDER SECTION 6103,
GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

CH

Name
Street Address
City & State
same as above

0
NO TAX DUE

Quitclaim Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

LAURA LOUISE KNUDSEN, HELEN LEAH KNUDSEN and NORMAN MELLOW,

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) TO

COUNTY OF SANTA CLARA

the following described real property in the state of California: county of Santa Clara

SUBDIVISION No. 1 and 2 of Lot 138-A and Subdivision 2 of Lot No. 138-B of the San Martin Ranch, as laid down on San Martin Ranch Map No. 3, which Map is recorded in Book "G" of Maps at page 69, in the office of the Recorder of the County of Santa Clara, State of California.

EXCEPTING THEREFROM so much thereof as described in the Deed from Henry Knudsen et al to State of California dated March 30, 1968, recorded July 19, 1968 in Book 8196 of Official Records, page 171, as follows:

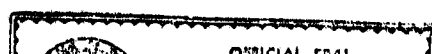
ALL OF SUBDIVISION 2 of Lot No. 138-B, and a portion of Subdivision No. 1 and 2 of Lot No. 138-A, as said subdivisions and lots are shown on the San Martin Ranch Map No. 3, which Map is recorded in Book "G" of Maps at page 69 in the office of the Recorder of the County of Santa Clara, being more particularly described as follows:

COMMENCING at the most northerly corner of said subdivision 2 of Lot No. 138-B: thence along the northeasterly line of last said subdivision, South 23° 08' 20" East, 1382.46 feet to the centerline of Church Avenue (66.00 feet wide); thence along last said line South 66° 51' 40" West, 1065.58 feet; thence North 23° 08' 20" West, 33.00 feet to the Northwesterly line of Church Avenue; thence North 60° 19' 36" East, 653.30 feet; thence North 22° 46' 25" West, 630.51 feet to the Southwesterly line of last said subdivision; thence along last said line North 23° 08' 20" West, 644.61 feet to the Northwesterly line of last said subdivision; thence along last said line North 66° 51' 40" East, 412.50 feet to the point of commencement.

Dated 7/1 and 1, 1977

Laura Louise Knudsen
Laura Louise Knudsen
Helen Leah Knudsen
Helen Leah Knudsen
Norman Mellow
Norman Mellow

STATE OF CALIFORNIA }
COUNTY OF San Diego } SS.
On March 1, 1977 before me, the under-
signed, a Notary Public in and for said State, personally appeared
Helen Leah Knudsen



ARB No. 825
11
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ALL
PTN

Subject to special assessments if any, restrictions, reservations, and easements of record.

BOOK 9962 PAGE 481

This conveyance is executed pursuant to the authority vested in the Director of Public Works by law and, in particular, by the Streets and Highways Code.

WITNESS my hand and the seal of the Department of Public Works of the State of California, this 23rd day of May, 1972.

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

JAMES A. MOE
DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM AND PROCEDURE
[Signature]
DEPARTMENT OF PUBLIC WORKS

By

[Signature: R. W. Boles]
Attorney in Fact

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } ss.

On this 23rd day of May, in the year 1972, before me, NANCY C. SILVA, Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared R. W. BOLES known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of JAMES A. MOE Director of Public Works of the State of California, and known to me to be the person who executed the within instrument on behalf of the State of California, and he acknowledged to me that he subscribed the name of James A. Moe as Director of Public Works, and his own name as Attorney in Fact, and that the State of California executed the same.

WITNESS my hand and official seal.

NANCY C. SILVA
NOTARY PUBLIC
COUNTY OF SACRAMENTO
My commission Expires Mar. 27, 1974

[Signature: Nancy C. Silva]
Notary Public



THIS IS TO CERTIFY That the California Highway Commission has authorized the Director of Public Works to execute the foregoing deed at its meeting regularly called and held on the

18th day of May, 1972

in the City of Redding

FORM NO 7

County of Santa Clara
1555 Berger Dr.
San Jose CA 95112
ATT: E.D. Hodge

Quit Claim Deed

NO TAX DUE

D 083 PAGE 43

D 083 PAGE 43
Recorded at the request of
Valley Title Company

AUG 18 1977 8:00AM

GEORGE A. MANN
REGISTRAR-RECORDER
Santa Clara County, Official Records
Above space for Recorder

This Indenture, made the 1st day of June A.D. 1977

Between Miyamura Bros., a partnership and Minoru Miyamura and Kazuko Miyamura, and Hiroshi Miyamura, the parties of the first part, and John Knudsen, Jr., Henry S. Knudsen, Alys Marie Mellow, also known as Alyce Marie Mellow, who acquired title as Alyce Marie Knudsen, also known as Alys Marie Knudsen, the parties of the second part,

Witnesseth: That the said parties of the first part HAVE remise, released and forever quitclaimed and by these presents DO remise, release and forever quitclaim unto the said parties of the second part, all that real property situate in the

County of Santa Clara, State of California, and described as follows:

SUBDIVISION No. 1 and 2 of Lot 138-A and Subdivision 2 of Lot No. 138-B of the San Martin Ranch, as laid down on San Martin Ranch Map No. 3, which Map is recorded in Book "G" of Maps at page 69, in the office of the Recorder of the County of Santa Clara, State of California.

EXCEPTING THEREFROM so much thereof as described in the Deed from Henry Knudsen et al to State of California dated March 30, 1968, recorded July 19, 1968 in Book 8196 of Official Records, page 171, as follows:

ALL OF SUBDIVISION 2 of Lot No. 138-B, and a portion of Subdivision No. 1 and 2 of Lot No. 138-A, as said subdivisions and lots are shown on the San Martin Ranch Map No. 3, which Map is recorded in Book "G" of Maps at page 69 in the office of the Recorder of the County of Santa Clara, being more particularly described as follows:

COMMENCING at the most northerly corner of said subdivision 2 of Lot No. 138-B; thence along the northeasterly line of last said subdivision, South 23° 08' 20" East, 1382.46 feet to the centerline of Church Avenue (66.00 feet wide); thence along last said line South 66° 51' 40" West, 1065.58 feet; thence North 23° 08' 20" West, 33.00 feet to the Northwesterly line of Church Avenue; thence North 60° 19' 36" East, 653.30 feet; thence North 22° 46' 25" West, 630.51 feet to the Southwesterly line of last said subdivision; thence along last said line North 23° 08' 20" West, 644.61 feet to the Northwesterly line of last said subdivision; thence along last said line North 66° 51' 40" East, 412.50 feet to the point of commencement.

The purpose of this Quitclaim Deed is to release, remise and forever quitclaim any and all rights of Grantor(s) in and to any and all leases recorded or unrecorded.

In Witness Whereof, the said first parties, by their hereunto set forth hands, the day and year first above written.

RECORD WITHOUT FEE UNDER SECTION 6103, GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

Minoru Miyamura
Kazuko Miyamura
Hiroshi Miyamura

State of California, County of Santa Clara, ss.

On this 1st day of June, 1977, before me, Margaret B. Hopper

a Notary Public in and for said County, personally appeared Minoru Miyamura, Kazuko Miyamura and Hiroshi Miyamura

known to me to be the person whose name are subscribed to the foregoing

instrument and acknowledged that they executed the same

Witness my hand and official Seal

Margaret B. Hopper

ALL - 10
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825
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5759150

FORM NO 7

County of Santa Clara
1555 Berger Dr.
San Jose CA 95112
ATT: E.D.Hodge

Quit Claim Deed **NO TAX DUE**

D 083 FILE 42
D 083 FILE 42

This Indenture, made the 1st day of June A.D. 1977

Between Ted M. Kubota and Tamako Kubota
the parties of the first part.

and John Knudsen, Jr., Henry S. Knudsen, Alys Marie Mellow, also known as Alyce Marie Mellow, who acquired title as Alyce Marie Knudsen, also known as Alys Marie Knudsen
the parties of the second part.

Recorded at the request of
Valley Title Company

AUG 18 1977 8:00AM

GEORGE A. MANN
REGISTRAR-RECORDER
Santa Clara County, Official Records

Above space for Recorder

Witnesseth: That the said parties of the first part HAVE remised, released and forever quitclaimed and by these presents DO remise, release and forever quitclaim, unto the said parties of the second part, all that real property situate in the County of Santa Clara, State of California, and described as follows:

SUBDIVISION No. 1 and 2 of Lot 138-A and Subdivision 2 of Lot No. 138-B of the San Martin Ranch, as laid down on San Martin Ranch Map No. 3, which Map is recorded in Book "G" of Maps at page 69, in the office of the Recorder of the County of Santa Clara, State of California.

EXCEPTING THEREFROM so much thereof as described in the Deed from Henry Knudsen et al to State of California dated March 30, 1968, recorded July 19, 1968 in Book 8196 of Official Records, page 171, as follows:

ALL OF SUBDIVISION 2 of Lot No. 138-B, and a portion of subdivision No. 1 and 2 of Lot No. 138-A, as said subdivisions and lots are shown on the San Martin Ranch Map No. 3, which Map is recorded in Book "G" of Maps at page 69 in the office of the Recorder of the County of Santa Clara, being more particularly described as follows:

COMMENCING at the most northerly corner of said subdivision 2 of Lot No. 138-B; thence along the northeasterly line of last said subdivision, South 23° 08' 20" East, 1382.46 feet to the centerline of Church Avenue (66.00 feet wide); thence along last said line South 66° 51' 40" West, 1065.58 feet; thence North 23° 08' 20" West, 33.00 feet to the Northwesterly line of Church Avenue; thence North 60° 19' 36" East, 653.30 feet; thence North 22° 46' 25" West, 630.51 feet to the Southwesterly line of last said subdivision; thence along last said line North 23° 08' 20" West, 644.61 feet to the Northwesterly line of last said subdivision; thence along last said line North 66° 51' 40" East, 412.50 feet to the point of commencement.

The purpose of this Quitclaim Deed is to release, remise and forever quitclaim any and all rights of Grantor(s) in and to those certain leases commencing Feb. 1, 1970 and ending Jan. 31, 1973 and also that certain amendment to lease commencing Feb. 1, 1971 and ending Jan. 31, 1973.

In Witness Whereof, the said first part has hereunto set their hand the day and year first above written.

RECORD WITHOUT FEE UNDER SECTION 6103,
GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

Ted M. Kubota
Tamako Kubota

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

On this 1st day of June, 1977, before me, Margaret B. Hopper

a Notary Public in and for said County, personally appeared Ted M. Kubota and Tamako Kubota

known to me to be the person whose name are subscribed to the foregoing instrument and acknowledged that he..y. executed the same.

Witness my hand and official Seal.

ARB No. 825-11-10 PTH.

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its duly authorized officers.

Dated: April 6, 1964 GUARDIAN CAPITAL COMPANY

By: [Signature]
By: [Signature]

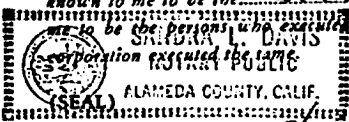


STATE OF CALIFORNIA

County of Alameda } ss.

On 4-6-64 before me, the undersigned, a Notary Public in and for said County and State, personally appeared D. L. BRANDEN

known to me to be the Vice President and A. Sneepe
known to me to be the Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.



[Signature]
Notary Public

My commission expires: 3/29/68

SANDRA L. DAVIS
Printed or typed name of Notary Public

2115510

Application No. WTG 349794-A

2115510

I.R.S.	<p align="center">Corporation Grant Deed Individual</p> <p>REID'S HILLVIEW AIRPORT, INC.,</p> <p>a corporation, does hereby GRANT TO COUNTY OF SANTA CLARA,</p> <p>the real property situate in the County of Santa Clara, State of California, described as follows:</p>	<p align="center">BOOK 5413 PAGE 36</p> <p align="center">Recorded at the request of <i>Western Title Guaranty Co.</i> SANTA CLARA COUNTY OFFICIAL RECORDS DEC 25 1961 8:33 AM PAUL R. TEILH, Recorder, Santa Clara County, Official Records <i>PH</i></p> <p align="center">Above space for Recorder</p>
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PARCEL NO. 1: All that certain parcel of land situate in the County of Santa Clara, State of California, described as follows:

ALL OF LOTS 37 and 38 as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

SAVING AND EXCEPTING from said Lot 38 the portion thereof conveyed by Manuel C. Silva and Mary Silva, his wife, to Charles Silva, by Deed dated January 10, 1924, recorded January 29, 1924 in Book 63 Official Records, page 503, described as follows:

COMMENCING at a point in the center line of Cunningham Avenue, at the common corner for Lots 11, 12, 38 and 39 of the Fillmore Tract hereinabove mentioned; and running thence along the center line of Cunningham Avenue in a Southwesterly direction 210 feet to a point; thence at right angles Southeasterly 240 feet to a point; thence at right angles North-easterly 210 feet to a point; thence at right angles Northwesterly 240 feet to the point of commencement.

PARCEL NO. 2: All that certain parcel of land situate partly in the City of San Jose and partly in the County of Santa Clara, State of California, described as follows:

PORTION OF LOT 66, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, page 57, and more particularly described as follows:

BEGINNING at a 3/4" pipe set in the Southeasterly boundary line of the Fillmore Tract, as said Tract is shown upon the Map above referred to; and distant along said Southeasterly boundary South 59° 00' West 1146.42 feet from a 3/4 inch pipe set at the most Easterly corner of Lot 69 of the Fillmore Tract, said point of beginning being also a common corner of Lots 65 and 66 of the Fillmore Tract and from which point of beginning a 3/4" pipe bears North 40° 09' West 30.00 feet and running thence along the dividing line between said Lots 65 and 66, North 40° 09' West 1432.86 feet to a 4" x 4" stake at the common corner of Lots 65, 66, 35 and 36, of said Fillmore Tract; thence along the dividing line between Lots 36 and 66 of said Fillmore Tract, North 49° 51' East 152.00 feet to a 3/4" pipe; thence South 40° 09' East 1433.26 feet to a 3/4" pipe set in the Southeasterly line of said Fillmore Tract and from which point a 3/4" pipe bears North 40° 09' West 30.00 feet; thence along the Southeasterly line of the Fillmore Tract, South 50° 00' West 152.00 feet to the point of beginning.

CONTAINING APPROXIMATELY 5 acres.

PARCEL NO. 3: All that certain parcel of land situate partly in the City of San Jose and partly in the County of Santa Clara, State of California, described as follows:

ALL OF LOTS 35, 36 and 65, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

PARCEL NO. 4: All that certain parcel of land situate in the County of Santa Clara, State of California, described as follows:

ORD -5/10/65
St. Vac. (2)

filed with this Council on October 18, 1965, shall be vacated, and the same is hereby vacated; said portion of Cunningham Avenue

in the City of San Jose, County of Santa Clara, State of California, being particularly described as follows:

BEGINNING at a point in the Northwesterly line of Cunningham Avenue (60 feet wide) at the point of intersection of said Northwesterly line with the common property line of Lots 11 and 12, as said Avenue and Lots are shown upon that certain map entitled "Map of the Subdivision of the Fillmore Tract," which map was filed for record in the office of the County Recorder, Santa Clara County, California, in Book "C" of Maps, at page 57; thence along said Northwesterly line North $49^{\circ} 51'$ East 600.00 feet to a point in a line that is parallel with and distant 60.00 feet, measured at right angles, Southwesterly from the Northeasterly line of Lot 13, as said Lot 13 is shown upon said map; thence at right angles to said Northwesterly line of Cunningham Avenue along said parallel line South $40^{\circ} 09'$ East 60.00 feet to a point in the Southeasterly line of said Cunningham Avenue; thence along said Southeasterly line South $49^{\circ} 51'$ West 810.00 feet to a point in a line that is parallel with and distant 210.00 feet, measured at right angles, Southwesterly from the common property line of Lots 38 and 39, as said Lots 38 and 39 are shown upon said map; thence at right angles to said Southeasterly line of Cunningham Avenue along last said parallel line North $40^{\circ} 09'$ West 30.00 feet to a point in the center line of said Cunningham Avenue; thence along said center line North $49^{\circ} 51'$ East 210.00 feet to a point in the Southeasterly prolongation of said common property line of said Lots 11 and 12; thence at right angles to said center line of Cunningham Avenue along said Southeasterly prolongation of said common property line of said Lots 11 and 12 North $40^{\circ} 09'$ West 30.00 feet to the point of beginning.

RESERVING AND EXCEPTING from said vacation the permanent easement and right at any time, or from time to time, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipe, conduits, cables, wires, poles and other convenient structures, equipment and fixtures, or have same done or performed on behalf of City by any public utility company, for the transportation or distribution of electric energy, including access and the right to keep such property free from inflammable materials and other growth, and otherwise protect the same from hazards in, upon and over the street or part thereof proposed to be vacated, being described as follows:

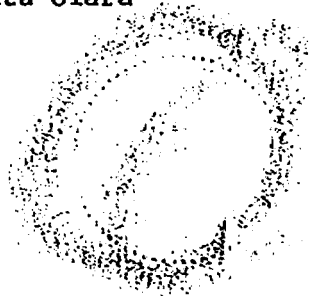
CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of AUG 1 1972, 19____.

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



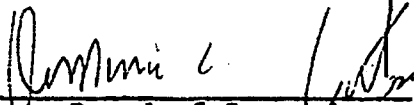
BOOK 9662 PAGE 283

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of OCT 5, 1971.

By 
Chairman, Board of Supervisors
County of Santa Clara

III

That the real property taxes on said parcel of land shall be cancelled as of the date of the recordation of a certified copy of this Final Order and Decree of Condemnation in the office of the Recorder of the County of Santa Clara, State of California, and pursuant to Section 4986 of the California Revenue and Taxation Code.

IV

That out of the money on deposit herein, defendants, WELLS FARGO BANK and AMERICAN SECURITIES COMPANY, as beneficiary and trustee, respectively, of a deed of trust on said real property, shall be entitled to the principal balance thereof, together with accumulated interest thereon at the rate of 6-1/2% per annum.

V

That any property tax lien to said property, still due and payable after cancellation of taxes as provided in paragraph III herein, shall be paid out of the court deposit to the Tax Collector of the County of Santa Clara.

VI

That this Final Order and Decree of Condemnation shall be effective upon the recordation of a certified copy thereof in the office of the Recorder of the County of Santa Clara, State of California.

DATED: July 28, 1966

GERALD S. CHURBIN

Judge of the Superior Court

3007075

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

BOOK 7458 PAGE 471
FILED FOR RECORD
AT REQUEST OF

ATTEST: JUL 29 1966

County Council

PAUL R. TEILH
County Clerk and ex-officio Clerk of the
Superior Court of the State of California
in and for the County of Santa Clara

JUL 29 11 53 AM 1966

By *[Signature]* Deputy

GJT:bc
7/27/66

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL P. TEILH
RECORDER

BOOK 1824 PAGE 262

reserving to Grantors the right to construct, maintain and use across said real property such roads, pipes and ditches as Grantors shall reasonably require in connection with Grantors' use of the premises retained by Grantors and in such locations as will not interfere with Grantee's use of said real property.

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

IN WITNESS WHEREOF Grantors have executed these presents this 20th day of May 1949.

Clementina Kampfen
William Kampfen
Angeline Kampfen
Ida Howard

Executed in the presence of:

James E. Bennett
Witness

SAN JOSE ABSTRACT & TITLE INSURANCE CO.
585721
FILED FOR RECORD
AT REQUEST OF
SAN JOSE ABSTRACT & TITLE INSURANCE CO.
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BOOK 1824 PAGE 261
SANTA CLARA COUNTY
RECORDED

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5-7-49
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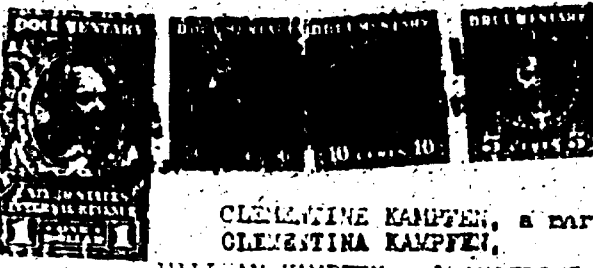
STATE OF CALIFORNIA,
County of Santa Clara

On this 20th day of May in the year one thousand nine hundred and forty-nine before me
Eva Mitchell
a Notary Public in and for the Santa Clara County of Santa Clara State of California, residing therein, duly commissioned and sworn, personally appeared
James E. Bennett

known to me to be the person whose name is subscribed to the within instrument as witness thereto, who, being by me duly sworn deposed and said: that he reside in San Mateo County of California

that he was present and saw Clementina Kampfen, William Kampfen, Angeline Kampfen, Ida Kampfen, formerly Ida Howard, (personally known to him to be the person subscribed in, and who executed the said within instrument as parties thereto), sign, seal, and deliver the same; that the said Clementina Kampfen, William Kampfen, Angeline Kampfen, Ida Kampfen, formerly Ida Howard in the presence of said affiant, that they executed the same and that he, the said affiant, thereupon, and at the request of said Clementina Kampfen, William Kampfen, Angeline Kampfen, Ida Kampfen, formerly

\$1.65



CLEMENTINE KAMPFEN, a married woman dealing with her separate property, also known as CLEMENTINA KAMPFEN, WILLIAM KAMPFEN and ANGELINE KAMPFEN, husband and wife,

and EDWARD HOWARD, formerly IDA KAMPFEN, a married woman dealing with her separate property,

hereinafter called Grantors, hereby grant to PACIFIC GAS AND ELECTRIC COMPANY,

a California corporation, hereinafter called Grantee, that certain real property

situate in the County of Santa Clara, State of California, bounded and des-

cribed as follows, to wit:

Beginning at a point in the centerline of Cunningham Avenue, as said Cunningham Avenue is delineated and so designated upon the map of the Fillmore Tract, filed for record in the office of the County Recorder of said County of Santa Clara in Book "C" of Maps at page 57, said point of beginning being a point in the southeasterly boundary line of lot 14, as said lot 14 is delineated and so designated upon said map, from which the 3/4 inch iron monument in the centerline of said Cunningham Avenue, marking the most easterly corner of lot 16, as said lot 16 is delineated and so designated upon said map, bears north 69° 02 1/2' east 223.7 feet distant and running thence south 68° 02 1/2' west, along the centerline of said Cunningham Avenue, 53.0 feet; thence north 41° 02 1/2' west 121.1 feet; thence north 44° 51 1/2' west 527.6 feet to a point in the southwesterly boundary line of lot 14, as said lot 14 is delineated and so designated upon said map; thence north 40° 11' west, along the last mentioned boundary line, and the northwesterly prolongation thereof, 2076.0 feet to a point distant 10 feet northeasterly from (measured at a right angle to) that certain line described in the grant of right of way executed by Clementine Kampfen et al to Pacific Gas and Electric Company, dated August 19, 1927, and recorded in the office of said County Recorder in Volume 343 of Official Records at page 292; (said line being marked upon the ground by the centerline of a line of towers); thence north 37° 25' west, parallel, with said line described in said grant of right of way, 748.9 feet to a point in the northwesterly boundary line of the 120 acre parcel of land described and designated Parcel 1 in the deed executed by Charles Kampfen et al to William Kampfen et al, dated March 30, 1946 and recorded in the office of said County Recorder in Volume 1336 of Official Records at page 314; thence north 19° 42' east, along the last mentioned boundary line, 30.1 feet to a point distant 60 feet northeasterly from (measured at a right angle to) the northwesterly prolongation of said line described in said grant of right of way; thence south 37° 25' east, parallel with said line described in said grant of right of way, 750.3 feet; thence south 40° 14' east, parallel with the northeasterly prolongation of the southwesterly boundary line of lot 16, as with the southwesterly boundary line of said lot 14, 2072.9 feet; thence south 44° 51 1/2' east 527.2 feet; thence north 41° 02 1/2' east 121.1 feet, more or less, to the point of beginning containing 1.025 acres and being situate partly in Tract No. 1 Public Lands of San Jose, and partly in Rancho Pala;

FILED FOR RECORD AT REQUEST OF

CROCKER-CITIZENS NATIONAL BANK JUL 10 1 51 PM '69

OFFICIAL RECORDS SANTA CLARA COUNTY GEORGE E. FOWLER RECORDER

390K 8600 PG 638

After recordation, please return to: CROCKER-CITIZENS NATIONAL BANK ATTN: Real Estate Loan Dept., 101 W. Santa Clara St., San Jose, Calif.

200

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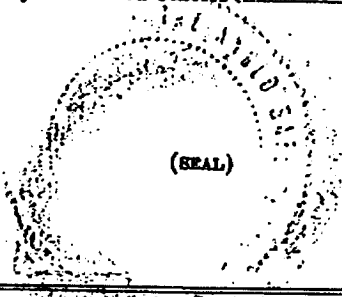
DEED OF RECONVEYANCE (CORPORATE TRUSTEE)

The undersigned corporation, as Trustee, or as substitute Trustee, under that certain Deed of Trust executed by Frank J. Gomes, as surviving joint tenant

as Trustor, dated March 31, 19 66, and recorded on April 4, 19 66, in the office of the Recorder of the said County of Santa Clara State of California, Series Number 3036170, in Book 7334 of Official Records, at page 301

pursuant to the written request of the beneficiary, does hereby grant and reconvey, without warranty express or implied as to title, possession or encumbrance, to the person or persons legally entitled thereto, all the right, title and interest derived by the undersigned corporation, pursuant to said Deed of Trust, in and to the real property described therein, to which reference is made for a description of the same.

IN WITNESS WHEREOF, the undersigned corporation, as such Trustee, has executed this Deed of Reconveyance by its duly authorized Officers this 8th day of July, 19 69



THE ANGLO SAFE DEPOSIT COMPANY, a California corporation TRUSTEE

By R. R. Reiche, VICE PRESIDENT and Fred Matheny, ASSISTANT SECRETARY

STATE OF CALIFORNIA said County of Santa Clara ss.

On this 8th day of July in the year 19 69, before me, Peter O. Rupp, a Notary Public in and for the said County of Santa Clara, State of California, personally appeared R. R. Reiche and Fred Matheny known to me to be the Vice President and Assistant Secretary, respectively, of the corporation that executed the within 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 within instrument pursuant to its by-laws or a resolution of its board of directors.

Notary Public in and for the said County of Santa Clara

My commission expires

Reid Hillview Airport
Parales
3511-15-2
T.I. 240592

CERTIFICATE OF ACCEPTANCE

BOOK 8369 PAGE 53

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the within and foregoing deed or grant to the COUNTY OF SANTA CLARA, State of California, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the County of Santa Clara pursuant to authority conferred by resolution of the Board of Supervisors of the County of Santa Clara adopted on January 2, 1962, and the grantee consents to recordation thereof by its duly authorized officer.

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

By: 

~~Director, Assistant~~ Director of
Public Works of the County of
Santa Clara

JRK:meb
Revision of 1/4/62

property, including, but not limited to, property of Pacific or County, arising out of or in any way connected with County's operations hereunder, excepting only such injury or death as may be caused by the sole negligence of Pacific.

The provisions hereof shall inure to the benefit of and bind the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate this 27th day of August, 1971.

PACIFIC GAS AND ELECTRIC COMPANY
 Incorporated in California
 - By- Nolan H. Daines
 Manager, Land Department NOLAN H. DAINES
 Attest: J. E. Taylor
 Secretary

COUNTY OF SANTA CLARA

By Dominic L. Cortez
 Chairman of Its Board of Supervisors

Attest Donald M. Rains
 Clerk

OCT 5 1971



San Jose
 Dwgs 26263, B-5152 Sh.17&19
 and 384076 Sh.8
 T.7S., R.1E.,
 M.D.B.& M.
 70-165
 1S
 tf

Prepared CAF

Checked TEM

AUG. 10 1970

Deed

BOOK 1500 PAGE 568

CLEM MERCIER and ETHEL MERCIER, his wife, as joint tenants

the first parties, hereby Grant to

WILLIAM R. CARROLL AND GERALDINE E. CARROLL, his wife,

in joint tenancy
the second parties/all that real property situated in the _____ County
of Santa Clara State of California, described as follows:

PORTION OF LOT 66, as shown upon that certain Map entitled "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57, and more particularly described as follows:

BEGINNING at an iron pipe in the center line of Swift Lane at the Eastern-most corner of that certain 5 acre tract of land described in the Deed from Cecil Reid, et ux, to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942 and recorded February 16, 1942 in Book 1084 O.R. page 138, Santa Clara County Records, said point of beginning also being on the Southeasterly line of the "Fillmore Tract" above referred to; running thence North 50° East along the said center line of Swift Lane which is also the said Southeasterly line of the "Fillmore Tract", 74.07 feet to a point which bears South 40° 09' East, 30.00 feet from an iron pipe set on the Northwesterly line of said Swift Lane; running thence North 40° 09' West and parallel with the Northeasterly line of the said 5 acre tract (at 237.05 feet an iron pipe) 254.68 feet; running thence South 50° West and parallel with the said center line of Swift Lane (at 14.08 feet an iron pipe) 74.07 feet to an iron pipe set on the Northeasterly line of the 5 acre tract; running thence South 40° 09' East along the said Northeasterly line of the 5 acre tract, 254.68 feet to the point of beginning.

In Witness Whereof, the said first parties have executed this conveyance this 20th day of August, 19 47.

Clem Mercier

1 Tullis; thence Southwesterly and parallel with said
 2 center line of Cunningham Avenue and along the South-
 3 easterly line of said parcel conveyed to Tullis, 120
 4 feet to the Southwesterly corner thereof; thence
 5 Northwesterly and parallel with the dividing line for
 6 Lots 34 and 35 and along the Southwesterly line of
 7 said parcel conveyed to Tullis 374 feet to the point
 8 of beginning and being a part of Lot 34 as shown upon
 9 that certain Map entitled, "Map of the Subdivision of
 10 the Fillmore Tract," which Map was filed for record in
 11 the office of the Recorder of the County of Santa
 12 Clara, State of California, on February 14, 1888 in
 13 Book C of Maps, page 57.

8 PARCEL THREE

9 Portion of Lot 34 as shown on the Map of the Subdivision
 10 of the Fillmore Tract, which Map was filed in the office
 11 of the Recorder of the County of Santa Clara, California,
 12 on February 14, 1888 in Book C of Maps, page 57, and
 13 more particularly described as follows:

14 Beginning at a point in the center line of Cunningham
 15 Avenue at the Northerly common corner for Lots 34 and
 16 35, as said Avenue and Lots are shown on the Map above
 17 referred to; thence Southwesterly along the said
 18 center line of Cunningham Avenue 120 feet; thence South-
 19 easterly and parallel with the dividing line between
 20 said Lots 34 and 35 for a distance of 374 feet; thence
 21 Northeasterly and parallel with the center line of
 22 Cunningham Avenue 120 feet to a point on the said
 23 dividing line between said Lots 34 and 35; thence
 24 Northwesterly along said last named dividing line 374
 25 feet to the point of beginning.

26 EXCEPTING THEREFROM that certain parcel of land described
 27 in the Deed from David L. Galiotto and Marilynne J.
 28 Galiotto to A. D. Graciany and Isabel Graciany dated
 29 December 20, 1956 and recorded December 21, 1956 in Book
 30 3692 of Official Records, page 102; beginning at a
 31 point in the center line of Cunningham Avenue at the
 Northerly common corner for Lots 34 and 35; thence
 Southwesterly along the said center line of Cunningham
 Avenue 120 feet; thence Southeasterly and parallel with
 the dividing line between said Lots 34 and 35, a distance
 of 175 feet; thence Northeasterly and parallel with the
 center line of Cunningham Avenue 120 feet to a point on
 the said dividing line between said Lots 34 and 35;
 thence Northwesterly along said last named line, a
 distance of 175 feet to the point of beginning.

II

That the use for which the property is condemned is author-
 ized by law, is a public use and that this condemnation is necessary
 for that public use.

EXHIBIT A

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

BEGINNING at an iron pipe set on the center line of Cunningham Avenue 60 feet wide at the most Westerly corner of Lot 39 as shown upon the Map herein referred to; thence along the center line of Cunningham Avenue North $49^{\circ} 51'$ East 230.00 feet to the most Westerly corner of that certain 1.00 acre tract of land conveyed by Anton J. Bondesen, et ux, to J. R. Lujan, et ux, by Deed dated May 27, 1946 and recorded May 28, 1946 in Book 1356 Official Records, page 228; thence leaving the center line of Cunningham Avenue and running along the Southwesterly line of said 1.00 acre tract, South $40^{\circ} 09'$ East 435.60 feet to an iron pipe set at the most Southerly corner thereof on the Northwesterly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux, to Vicente P. Castaneda, et ux, by Deed dated February 5, 1947 and recorded July 18, 1947 in Book 1442 Official Records, page 493; thence along the Northwesterly line of said parcel of land so conveyed to Castaneda South $49^{\circ} 51'$ West 230.00 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of said Lot 39; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 435.60 feet to the point of beginning and being a portion of Lot 39 as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book C of Maps, page 57.

EXCEPTING THEREFROM that certain parcel of land conveyed by Anton J. Bondesen, et ux, to George A. Bustard by Deed dated January 16, 1953 and recorded January 21, 1953 in Book 2566 Official Records, page 463, described as follows:

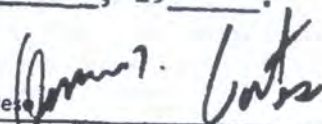
Beginning at a point on the Southeasterly line of Cunningham Avenue that is distant thereon South $49^{\circ} 51'$ West 150 feet from the dividing line between Lots 39 and 40 of the Fillmore Tract, as said Avenue and Lots are shown on the Map herein referred to; thence continuing along said Southeasterly line of Cunningham Avenue South $49^{\circ} 51'$ West 50 feet to a point; thence leaving said point and running parallel with the line dividing said Lots 39 and 40, South $40^{\circ} 09'$ East 240 feet; thence running at right angles to said dividing line and parallel with the Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 50 feet; thence running parallel with said dividing line North $40^{\circ} 09'$ West 240 feet to the point of beginning, and being a part of Lot 39 as said Lot is shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in Book C of Maps, page 57, Santa Clara County Records.

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of OCT 5 1971, 19____.

By Dominic L. Cortes 
 Chairman, Board of Supervisors
 County of Santa Clara



STATE OF CALIFORNIA

City and County of San Francisco

ss.

BOOK **9662** PAGE **274**

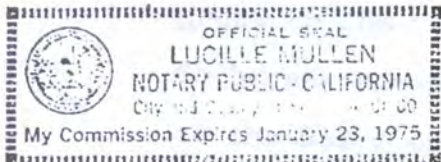
On this 31 day of August, in the year 1971, before me, Lucille Mullen,
 a Notary Public in and for the said City and County, duly commissioned and sworn, personally appeared

R. K. Miller and J. F. Taylor

known to me to be the Vice President - Personnel and General Services and the
Secretary, respectively,

of the corporation that executed the within instrument, and to be the persons who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

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



Lucille Mullen

Lucille Mullen
 San Francisco

Notary Public in and for the City and County of San Francisco, State of California
 My Commission Expires January 23, 1975

12¹⁰

JOINT TENANCY Grant Deed

CLYDE B. SILVERIA, also known as
CLYDE B. SILVEIRA AND OLIVIA SILVEIRA, his wife, also known as
OLIVIA SILVERIA

Grant to

JOHN CADALBERT AND MARGHERITA CADALBERT, his wife, as Joint Tenants

the real property situated in the

County

of Santa Clara

State of California, described as follows:

PORTION OF LOT 38, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract," which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Volume "C" of Maps, at page 57, and more particularly described as follows:

COMMENCING at a point in the center line of Cunningham Avenue, at the common corner for Lots 11, 12, 38 and 39 of the Fillmore Tract hereinabove mentioned, and running thence along the center line of Cunningham Avenue in a Southwesterly direction 210 feet to a point; thence at right angles Southeasterly 240 feet to a point; thence at right angles Northeasterly 210 feet to a point; thence at right angles Northwesterly 240 feet to the point of commencement.

TOGETHER WITH those certain water rights and easements as provided for in the Agreement by and between Clyde Silveira and Manuel C. Silva, dated August 22, 1935, recorded November 5, 1935 in Book 745 Official Records, page 515.



of said Lot 14, a distance of 597.60 feet; thence north 68° 12' east 38.12 feet; thence northeasterly on a curve to the left with a radius of 40.00 feet, through a central angle of 17° 20' 46" and tangent at the southwesterly terminus thereof to a line which has a bearing of north 68° 24' 01" east, an arc distance of 12.11 feet to a point in the southwesterly boundary line of said 3.995 acre parcel of land; thence north 44° 28' west, along the southwesterly boundary line of said 3.995 acre parcel of land, approximately 610 feet to the point of beginning; containing 0.318 acre and being the parcel of land delineated and designated G on the Record of Survey Map filed for record in the office of said County Recorder in Book 254 of Maps at page 35. *JH*

The bearings and distances used in the above description are based upon said Record of Survey Map.

Dated OCT 5 1971 , 19 .

COUNTY OF SANTA CLARA

By *Dominic L. Conness*
Dominic L. Conness Chairman of the Board of Supervisors

And By *Donald M. Rains*
Donald M. Rains Clerk of the Board of Supervisors



San Jose
Dwgs. 26262, B-5152
Sh.18, and 384076 Sh. 9
T.7S., R.1E.,
M.D.B.& M.
70-165
1S
bgb

Prepared *CEH*
Checked *Teim/SA*
AUG.10 1970

3003-6969

AFTER RECORDING, RETURN TO:

FOR RECORDER'S USE ONLY

Office of the County Counsel
507 County Administration Building
70 West Hedding Street
San Jose, Calif. 95110

Capitol III
2623-45 & 46

BOOK 9662 PAGE 279
RECORDED AT THE REQUEST OF
Title Insurance and Trust Company
JAN 11 1972 8:00 AM
GEORGE E. FOWLES, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

NO FEE

EASEMENT

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Pacific, hereby grants to COUNTY OF SANTA CLARA, a political subdivision of the State of California, hereinafter called County, the right to construct, maintain and use a road within each of the parcels of land, situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

I. The parcel of land delineated and designated D upon the Record of Survey Map filed for record in the office of the County Recorder of said County of Santa Clara in Book 260 of Maps at page 16.

II. The parcel of land delineated and designated O upon the Record of Survey Map filed for record in the office of said County Recorder in Book 260 of Maps at page 17.

III. Beginning at the most easterly corner of the 2.329 acre parcel of land described in the deed from The County of Santa Clara to Pacific Gas and Electric Company dated February 24, 1970 and recorded in the office of said County Recorder in Book 8839 of Official Records at page 568, said most easterly corner being a point in the southwesterly boundary line of the 3.995 acre parcel of land conveyed by Clementine Kampfen and others to Pacific Gas and Electric Company by deed dated May 20, 1949 and recorded in the office of said County Recorder in Book 1824 of Official Records at page 261, and running thence north 40° 09' west, along the southwesterly boundary line of said 3.995 acre parcel of land, 16.42 feet; thence north 56° 05' east 50.30 feet to a point in the northeasterly boundary line of said 3.995 acre parcel of land; thence south 40° 09' east, along the

northeasterly boundary line of said 3.995 acre parcel of land, 110.65 feet; thence south 56° 05' west 5.69 feet; thence southerly on a curve to the left with a radius of 40.00 feet, through a central angle of 96° 14' and tangent at the northerly terminus thereof to the preceding course, an arc distance of 67.18 feet to a point in the southwesterly boundary line of said 3.995 acre parcel of land; thence north 40° 09' west, along the last mentioned boundary line, approximately 145 feet to the point of beginning.

The bearing of the southwesterly boundary line of the 50 foot wide strip designated P. G. & E. on the Record of Survey Map filed for record in the office of said County Recorder in Book 254 of Maps at page 35 is taken for the basis of bearings for this description.

County shall construct and maintain its road within said parcels of land so as (a) to maintain a minimum clearance of 12 inches between Pacific's existing pipe line and the substructure for said road and (b) not to reduce the vertical clearance between Pacific's existing electric transmission lines and the ground thereunder below the minimum requirements set forth in General Order No. 95 of the Public Utilities Commission of the State of California.

This grant is made subject to all the provisions of General Order No. 112B of the Public Utilities Commission of the State of California in like manner as though said provisions were set forth herein.

In the event that County's use of said parcels of land shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Pacific's facilities then existing on said parcels of land and County shall notify Pacific in writing of such necessity, Pacific shall proceed to effect such rearrangement, relocation, reconstruction or removal and County agrees to reimburse Pacific for its costs in complying with such notice.

County shall indemnify Pacific, its officers, agents, and employees, against all loss, damage, expense and liability resulting from injury to or death of person, including, but not limited to, employees of Pacific or County, or injury to

RESOLUTION ACCEPTING DEED

WHEREAS, Reid's Hillview Airport, Inc. has tendered to the County of Santa Clara a Grant Deed dated December 8, 1961, and acknowledged December 8, 1961, which deed is sufficient in form to convey good and merchantable title to all that certain real property described therein.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Supervisors of Santa Clara County accept said deed so tendered to it and consent to the recordation thereof.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this DEC 18 1961 1961, by the following vote:

AYES:	Supervisors	Levin Della Maggiore Hubbard Mehrkens Weichert
NOES:	Supervisors	None
ABSENT:	Supervisors	None

Ed R. Levin

Chairman, Board of Supervisors

ATTEST: JEAN PULLIAN, Clerk
Board of Supervisors

Jean Pullian

The foregoing instrument is a
correct copy of the original

ATTEST: JEAN PULLIAN
Clerk Board of Supervisors

By *Ed R. Levin*
Dated: *Dec 18 1961*

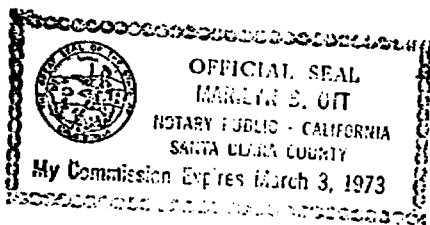
130.14 feet along said Northerly line to the point of beginning.

WITNESS my hand on July 1 1969.

Sig Sanchez
Chairman, Board of Supervisors

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.

On July 1, 1969, before me, Marilyn B. Ott, personally appeared Sig Sanchez, known to me to be the Chairman of the Board of Supervisors of the County of Santa Clara, State of California, and known to me to be the person who executed the within instrument on behalf of said County and acknowledged to me that said County of Santa Clara authorized execution of the same.



Marilyn B. Ott
Notary Public

RECORDED
INDEXED
JUL 10 1969
SANTA CLARA COUNTY

This document is being recorded free for the County of Santa Clara pursuant to Government Code Section 6103

3650300
BOOK 8600 PG 639

FILED FOR RECORD AT REQUEST OF

COUNTY COUNSEL

JUL 10 2 03 PM '69

OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE E. FOWLES
RECORDER

NO FEE

County of Santa Clara
On this 1st day of April

in the year one thousand nine hundred and sixty-three, before me

Erma Evans

a Notary Public in and for the Santa Clara County of Santa Clara State of California, residing therein, duly commissioned and sworn, personally appeared Walter J. Doyle

known 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 resides in the County of Santa Clara

State of California; that he was present and saw Catarino Carlos and Mary V. Carlos

(personally known to him to be the persons described in, and who executed the said within instrument as parties thereto), sign, seal, and deliver the same; that the said parties

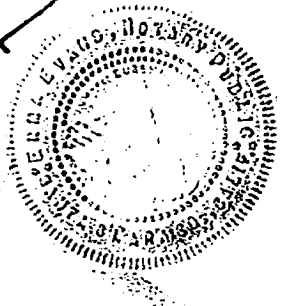
duly acknowledged in the presence of said affiant, that they executed the same and that he, the said affiant,

thereupon, and at the request of said parties, subscribed his name as a witness thereto.

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

Erma Evans

Notary Public in and for the Santa Clara County of Santa Clara State of California. My Commission Expires January 10, 1966



Cowdery's Form No. 46 (Acknowledgment—Witness). (C. C. Secs. 1195-1197, C. C. P. Sec. 1935)

90733

240602-Ncr

Carlos
Reid Hillview
71 240602

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 14th day of May, 1962.

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

No Immediate Consideration

(2)

Joint Tenancy Deed

CLEM MERCIER AND ETHEL MERCIER, his wife,

Grant to ARTHUR L. WICKERSHAM AND MARY LOUISE WICKERSHAM,
his wife,

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

PORTION OF LOT 67, as shown upon that certain Map entitled "Map of the Subdivision of the Fillmore Tract," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1948 in Book C of Maps, at page 57, and more particularly described as follows:

BEGINNING at a point in the center line of Swift Lane, distant thereon North 50° East 230.77 feet from the Easternmost corner of that certain 5 acre tract of land described in the Deed from Cecil Reid, et ux, to Reid's Hillview Airport, inc., a corporation, dated January 27, 1942, recorded February 16, 1942 in Book 1084 O.R. page 138, Santa Clara County Records, said point of beginning also being on the Southeasterly line of the "Fillmore Tract", above referred to; running thence North 50° East along the said center line of Swift Lane, which is also the Southeasterly line of the Fillmore Tract 65.00 feet; thence leaving said last named line and running North 40° 09' West and parallel with the Northeasterly line of said 5 acre tract 217.52 feet to an iron pipe; running thence South 50° West and parallel with the said center line of Swift Lane 65.00 feet to an iron pipe; running thence South 40° 09' East and parallel with the Northeasterly line of said 5 acre tract 217.52 feet to the point of beginning.

11/12

Dated: January 13, 1949

Clem Mercier
Ethel Mercier

STATE OF CALIFORNIA }
COUNTY OF Santa Clara }

RECORDING DATA

On January 21, 1949
before me, the undersigned, a Notary Public in and for said
County and State, personally appeared
CLEM MERCIER AND ETHEL MERCIER,
his wife,
known to me to be the persons whose names subscribed to the

556080
FILED FOR RECORD
AT REQUEST OF
CALIFORNIA PACIFIC TITLE INSURANCE CO.
1949 JAN 21 PM 2:24

Reid Hillview
Lujan
3511-8
TI 240586

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

BOOK 6392 PAGE 196

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 29th day of November, 196³2.

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

2652055

I.R.S. \$7.15

Grant Deed Individual

EDWIGES LOZANO TORRES and AMELIA TORRES, his wife, joint tenants,

the first parties, hereby GRANT TO

the COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

the second party, all that real property situated in the

County of Santa Clara, State of California, described as follows:

BOOK 6551 PAGE 461

Recorded at the request of Title Insurance and Trust Company JUN 22 1964 11:59 AM

PAUL R. TEILH, Recorder, Santa Clara County, Official Records

Above space for Recorder

DA

PORTION of Lot 40 as said Lot is shown upon that certain Map entitled "Map of Subdivision of the Fillmore Tract" which Map was recorded February 14, 1888 in the Office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57, and more particularly described as follows:

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon S. 28° 44' E. 158.77 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the recorded Map hereinafter referred to; thence running along said center line of Swift Avenue S. 28° 44' E. 64.76 feet; to the most Northwesterly corner of the parcel of land conveyed by Carlos Franco, et ux, to Arteimo Castro, et ux, by Deed recorded January 12, 1951 in Book 2132, page 540 Official Records; thence leaving said center line of Swift Avenue and running along the Northwesterly line of said Castro parcel S. 49° 51' W. 336.62 feet to a point in the line dividing Lots 39 and 40 as shown upon the Map hereinafter referred to; thence along said dividing line N. 40° 09' W. 63.48 feet to a point in said dividing line which bears S. 40° 09' E. 165.15 feet from the point of intersection of said dividing line with the said center line of Cunningham Avenue, hereinabove referred to; thence parallel with the said center line of Cunningham Avenue N. 49° 51' E. 349.44 feet to the point of beginning *KS*



WITNESS our hands this 17th day of June, 1964.

Edwiges Lozano Torres
EDWIGES LOZANO TORRES

By his Attorney in Fact:

Amelia Torres
AMELIA TORRES
Amelia Torres
AMELIA TORRES

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } ss.

On this 17th day of June, 1964, before me, G.W. HALE

When recorded return to
County Counsel
70 West Hedding
San Jose, Calif.

3761471

No. 732-1

Recd

NO TAX DUE

BOOK 8825 PAGE 282

NO FEE

THIS INDENTURE made the 2nd day of February 19 70,
between EDWARD N. GLAESER, Tax Collector of the County of SANTA CLARA,
State of California, first party, and the County of Santa Clara Dept of Public Works,
State of California, second party witnesseth:

THAT WHEREAS, the real property hereinafter described was
duly sold and conveyed to the State of California for the non-payment
of taxes which had been legally levied and which were a lien upon said
property under and in accordance with law; and

WHEREAS, in conformity with law, the State of California,
acting by and through EDWARD N. GLAESER, Tax Collector as aforesaid,
did sell to the said second party, the said property hereinafter
described pursuant to an agreement made in accordance with the provi-
sions of Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code,
at which sale said second party became the purchaser of the whole thereof
for the sum of -----Two Dollars-----
-----Dollars.

NOW, THEREFORE, the said first party in consideration of the
premises and in pursuance of the statute in such case made and provided,
does hereby grant to the said second party that real property hereinbe-
fore referred to, and situate in the County of SANTA CLARA, State of
California, more particularly described as follows, to wit:

40-377 491-12-066 formerly 489-61-073

more particularly described as:

Fillmore Tract

Beg inter cl Cunningham Ave & NW prol NE line Bel-Aire Village Unit #2

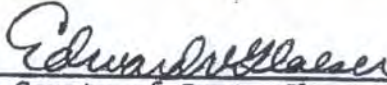
th SE 248 Ft NE 5 Ft SE 912 Ft NE 36.16 Ft NW 1160 Ft SW 42.12 Ft to Beg.

Ptn of Lot 34

IN WITNESS WHEREOF said first party has hereunto set his hand
the day and year first above written.

EDWARD N. GLAESER

DIRECTOR OF FINANCE



Tax Collector of the County of Santa Clara, State of Calif.

STATE OF CALIFORNIA)
) ss.
County of Santa Clara)

(Space below for Recorder's
use only)

On February 2nd, 19 70,
before me GEORGE E. FOWLES,
County Clerk and ex-officio Clerk of the
Superior Court of the State of California
in and for the County of Santa Clara,
personally appeared EDWARD N. GLAESER,
known to me to be the Tax Collector of said
County and the person whose name is subscribed
to the within instrument and he acknowledged
to me that he executed the same as such
Tax Collector.



2612011

2612011

BOOK 6467 PAGE 524

BOOK 6467 PAGE 524

Recorded at request of:

FILED FOR RECORD
AT REQUEST OF:

County Counsel
APR 16 4 05 PM 1964

When recorded mail to:

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

County Counsel

JA

ABOVE SPACE SOLELY FOR RECORDER'S USE

GRANT DEED
(CORPORATION)

GUARDIAN CAPITAL COMPANY

a corporation organized under the laws of the State of California

does hereby GRANT to

COUNTY OF SANTA CLARA OF THE STATE OF CALIFORNIA

all that real property situated in the City of San Jose

County of Santa Clara State of California, described as follows:

ALL OF LOTS 68 and 69, and portion of Lots 66 and 67, as shown upon that certain Map entitled, "MAP OF THE SUBDIVISION OF THE FILLMORE TRACT", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, page 57, and more particularly described as follows:

BEGINNING at a point in the center line of Swift Lane at the Easternmost corner of that certain parcel of land described in the Deed from Clem Mercier, et ux, to Arthur L. Wickersham, et ux, dated January 13, 1949 and recorded January 21, 1949 in Book 1735 of Official Records, page 286, Santa Clara County Records; running thence N. 50° E. along the said center line of Swift Lane, 698.65 feet to the Easternmost corner of Lot 69, as said Lot is shown upon the Map above referred to; running thence N. 23° 44' W. along the Northeasterly line of said Lot 69 for a distance of 1464.54 feet to the Northernmost corner thereof; running thence S. 49° 51' W. along the Northwesterly line of Lots 69, 68, 67 and 66 of said Subdivision, 1282.19 feet to the Northernmost corner of that certain 5.00 acre tract of land described in the Deed from Cecil Reid, et ux, to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942 and recorded February 16, 1942 in Book 1084 of Official Records, page 138, Santa Clara County Records; thence running S. 40° 09' E. along the Northeasterly line of the said 5.00 acre tract, 1178.58 feet to the Westernmost corner of that certain parcel of land described in the Deed from Clem Mercier, et ux, to William R. Carroll, et ux, dated August 20, 1947 and recorded August 29, 1947 in Book 1500 of Official Records, page 568, Santa Clara County Records; running thence N. 50° E. along the Northwesterly line of the land so described in the Deed to said Carroll, et ux, 74.07 feet to the Northernmost corner thereof; running thence S. 40° 09' E. along the Northeasterly line of the land so described in the Deed to said Carroll, et ux, 37.16 feet to the intersection thereof with the

SJ 318436 jj1
APN 822-13-48

Return to: County of Santa Clara
Department of Public Works
20 West Hedding Street
San Jose, CA 95110

BOOK 9262 PAGE 274 - 3973359

RECORDED AT THE REQUEST OF
Title Insurance and Trust Company
MAR 22 1971 8:00 AM
GEORGE E. FOWLES, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

BOOK 9262 PAGE 274

SH

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO TAX DUE
GRANT DEED
(INDIVIDUAL)

Document No. 7314-19(21) 800.33
Project South County Airport

ANGELO ROBBA and ADRIANA ROBBA, his wife,

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

GRANT to the COUNTY OF SANTA CLARA all that real property in the
County of Santa Clara, State of California, described as:

Subdivision A of Lot 137 and Subdivision B of Lot 137, as laid
down, designated and delineated on the Map entitled, "San Martin
Ranch, Map No. 3", which Map is of record in the office of the
County Recorder of the County of Santa Clara, State of California,
in Book "G" of Maps, page 69.

H.R.S.

Grant Deed Individual

2415108

BOOK 6049 PAGE 388

FILED FOR RECORD AT REQUEST OF

The Insurance and Trust Company

JUN 4 2 21 PM 1963

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL F. FEILH
RECORDER

D.H.
Above space for Recorder

NONE

CATARINO CARLOS and MARY V. CARLOS,
his wife, as joint tenants

the first parties, hereby GRANT TO

COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

the second party, all that real property situated in the
CITY OF SAN JOSE

County of Santa Clara, State of California, described as follows:

BEGINNING at a point in the center line of Cunningham Avenue, distant thereon South 68° 12' West 30.22 feet and South 49° 51' West 152.45 feet from the point of intersection of said center line of Cunningham Avenue with the center line of Swift Avenue, as shown on the Map hereinafter referred to; thence running along said center line of Cunningham Avenue, South 49° 51' West 50.00 feet; thence leaving said center line and running parallel with the line dividing Lots 39 and 40, as shown upon the Map hereinafter referred to, South 40° 09' East 165.15 feet; thence parallel with the center line of Cunningham Avenue, North 49° 51' East 50.00 feet; thence parallel with the line dividing said Lots 39 and 40, North 40° 09' West 165.15 feet to the point of beginning, and being a portion of Lot 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

WITNESS their hands this 31 st
SIGNED AND DELIVERED IN THE
PRESENCE OF:

day of March, 19 63

Catarino Carlos

Walter J Doyle
WALTER J DOYLE

Mary V Carlos

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } ss.

On this _____ day of _____, 19 _____, before me,

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

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 15th day of January, 1962.

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

STATE OF CALIFORNIA

ss

COUNTY OF SANTA CLARA

On 10/5/71 before me Drina Collinspersonally appeared Dominic L. Cortese and
Donald M. Rains, known to me to be the

Chairman and Clerk of the Board of Supervisors of the County of
Santa Clara, State of California, respectively, and known to me to
be the persons who executed the within instrument on behalf of said
County, and acknowledged to me that said County of Santa Clara
authorized execution of the same.

Drina Collins
Notary Public



in and for said County and State
OFFICIAL SEAL

DRINA COLLINS

NOTARY PUBLIC

Santa Clara County, Calif.

Commission Expires Dec. 1, 1973

I.R.S.
\$10;45

Grant Deed Individual

1943330

IKE A. FUJISHIN and MARJORIE M. FUJISHIN,
husband and wife

BOOK 5055 PAGE 141

the first part ies , hereby GRANT TO

H. A. BARNICK and MARION BARNICK, his
wife,

Recorded at the request of
Western Title Guaranty Co.
SANTA CLARA COUNTY DIVISION
JAN 27 1961 8:48 AM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Records

the second part ies , all that real property situated in the City of
San Jose

County of Santa Clara, State of California, described as follows:

Above space for Recorder 2-00

Portion of Lot 34 as shown on the Map of the Subdivision
of the Fillmore Tract, which Map was filed in the office of
the Recorder of Santa Clara, California, February 14, 1888 in
Book C of Maps, at page 57 and more particularly described
as follows:

Beginning at a point in the center line of Cunningham Avenue,
at the Northerly common corner for Lots 34 and 35 as said
Avenue and lots are shown on the Map above referred to; thence
Southwesterly along the said center line of Cunningham
Avenue 120.00 feet; thence Southeasterly and parallel with
the dividing line between said Lots 34 and 35, a distance
of 175. feet; thence Northeasterly and parallel with the
center line of Cunningham Avenue 120 feet to a point on the
said dividing line between said Lots 34 and 35; thence North-
westerly along said last named line a distance of 175 feet
to the point of beginning..



WITNESS OUR hand S this 25th

day of January 1961

Ike A. Fujishin
Ike A. Fujishin

Marjorie M. Fujishin
Marjorie M. Fujishin

When recorded return to
County Counsel
70 West Hedding
San Jose, Calif.

3650300

BOOK 8600 PG 639

GRANT DEED

NO FEE

NO TAX DUE

THE COUNTY OF SANTA CLARA, a body politic and corporate,
by and through the Board of Supervisors of the County of Santa
Clara, does hereby grant to PACIFIC GAS AND ELECTRIC COMPANY, a
California corporation, all that real property situate in the
County of Santa Clara, State of California, described as follows:

All that certain real property situate in the City of
San Jose, County of Santa Clara, State of California, being a
portion of Lots 1 and 4 as said of Amos White, deceased, in
Pueblo Tract No. 1, San Jose City Lands, as recorded in
Book I of Maps at Page 51, Santa Clara County Records, and
being more particularly described as follows:

BEGINNING at the intersection of the Northeasterly boundary
of Tract No. 3268, with the Southerly line of Foxdale Drive,
as said Tract and Drive are shown on that certain map entitled
"Tract No. 3268", which map was filed for record in Book 243
of Maps at Pages 45 and 46, Santa Clara County Records;
thence from said point of beginning along said Northeasterly
line and its Southeasterly prolongation, said Northeasterly
line and Southeasterly prolongation being the Southwesterly
line of that certain easement as granted by Clementine
Kampfen, et al, to P. G. & E. Company by instrument recorded
in Book 343 of Official Records at Page 269, Santa Clara
County Records, South 37° 29' 10" East, 1,394.35 feet to an
angle point in said Southwesterly line; thence continuing
along said Southwesterly line, South 31° 23' 20" East, 331.31
feet to the Southerly line of the hereinabove mentioned "Amos
White Tract"; thence along said Southerly line, North 49° 37' 00"
East, 130.14 feet to a point on the Westerly line of that 50
foot strip of land described in the deed from Clementine

MAIL TAX

STATEMENTS TO: P.G.&E. 245 Market Street, Room 702, San Francisco, Calif

BOOK 3308 PAGE 372

Dated: October 18, 1955

Clyde B. Silveria
Olivia Silveria

STATE OF CALIFORNIA }
COUNTY OF Santa Clara } ss.

On October 18, 1955
before me, the undersigned, a Notary

Public in and for said County and State, personally appeared CLYDE B. SILVERIA AND OLIVIA SILVERIA

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

[Signature]
Notary Public

Return to: grantee
Address: 777 N. 16th St., SJ

Application No.:

RECORDING DATA

1139215

BOOK 3308 PAGE 371
FILED FOR RECORD
AT REQUEST OF
California Pacific Title Insurance Co.
Oct 19 11 02 A 1955

OFFICIAL RECORDS
SANTA CLARA COUNTY

[Signature]
RECORDER

210 5

B 781 PAGE 746

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

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

PARCEL ONE

PORTION OF LOT 114, as shown upon that certain Map entitled, "San Martin Ranch Map No. 2 being C. H. Phillips' Subdivision of part of the Rancho San Francisco de Las Llagas and La Polka and fractl. Sec. 5 T. 10 S. R. 4 E., and parts of Secs. 32 and 29 and 31, in T. 9 S. R. 4 E., M.D.M., Santa Clara County", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on January 27, 1893, in Book G of Maps, at pages 38 and 39, and more particularly described as follows:

COMMENCING at the common corner for Lots 108, 109, 114 and 115, as shown upon said Map, running thence North $66^{\circ} 11'$ East, 660 feet to the common corner for Lots 114, 115, 120 and 121, of said Subdivision; thence at right angles North $23^{\circ} 49'$ West, 198 feet; thence at right angles South $66^{\circ} 11'$ West, 360 feet to the center line of the Llagas Avenue; thence along the center of said Avenue, South $23^{\circ} 49'$ East, 198 feet to the point of commencement.

EXCEPTING THEREFROM so much thereof as described in the Deed from Samuel Kunkel and Lydia Kunkel to County of Santa Clara, dated September 24, 1940, recorded October 15, 1940 in Book 1001 Official Records, page 555, and more particularly described as follows:

Being a part of Lot 114 of the Subdivision of the San Martin Ranch Map No. 2 as recorded in Map Book G, at page 39, Official Records, of Santa Clara County, California, described as follows:

BEGINNING at the Southeasterly corner of Lot 114 in the center line of Llagas Avenue and running thence North $66^{\circ} 11'$ East 180.00 feet along the line between Lot 114 and 115 of said Ranch Subdivision to a point; thence parallel to the center line of Llagas Avenue, North $23^{\circ} 49'$ West 198.00 feet to the South ... of the lands of M. J. and L. Ferriera; thence South $66^{\circ} 11'$ West 180.00 feet to the center line of Llagas Avenue and South $23^{\circ} 49'$ East 198.00 feet to the place of beginning. Courses true Magnetic Variation $18^{\circ} 00'$ East.

PARCEL TWO

A non-exclusive easement for ingress and egress and for the installation and maintenance of public utilities over a strip of land 30 feet in width the Southeasterly line of which is described as follows:

BEGINNING at the point of intersection of the center line of Murphy Avenue, with the Southeasterly line of Lot 120, as said

Reid Hillview
Chavez.
Parcel 14-15
BOOK 5803 PG 437

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 19 day of November, 1962.

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

JRK:meb
Revision of 1/4/62

WITNESS

hand this

day of FEB 9 1965 9/1965.

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors

Jean Pullan

Sig Sanchez
Chairman, Board of Supervisors
County of Santa Clara
State of California

STATE OF CALIFORNIA)
County of SANTA CLARA) SS

On FEB 9 1965, before me, DONALD M. RAINS

personally appeared
SIG SANCHEZ and JEAN PULLAN

known to me to be the Chairman and Clerk of the Board of Supervisors
of the County of Santa Clara, State of California, respectively,
and known to me to be the persons who executed the within
instrument on behalf of said County and acknowledged to me that
said County of Santa Clara authorized execution of the same.

2804737

BOOK 6867 PAGE 472

Donald M. Rains

Notary Public
in and for said County and State

My Commission expires _____

MY COMMISSION EXPIRES OCTOBER 16, 1967

DONALD M. RAINS

FILED FOR RECORD
AT REQUEST OF

CITY OF SAN JOSE
MAR 3 8 49 AM 1965

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

D.H.



This is to certify that the interest in real property conveyed by
the deed or grant dated 2-9-65, from County of Santa Clara

to the City of San Jose, a municipal corporation of the State of
California, is hereby accepted by the undersigned officer of said City
on behalf of the Council of the City of San Jose, pursuant to authority
conferred by Resolution No. 17670, of the Council of the City of San Jose,
adopted on the 2nd day of November, 1959, and recorded in book 4597
page 461. The Grantee consents to recordation thereof by its duly

STATE OF CALIFORNIA

BER 5907 PG 29

County of Santa Clara } ss.
 On this 28th day of December in the year one thousand nine hundred and Sixty-Two, before me
Erma Evans, a Notary Public in and for the _____ County of Santa Clara,
 State of California, residing therein, duly commissioned and sworn, personally appeared
Walter J. Doyle

known 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 in the _____ County of
Santa Clara, State of California;
 that he was present and saw Guadalupe G. Garcia and
Dominga F. Garcia
 (personally known to him to be the person so described in, and who executed the said
 within instrument as parties thereto), sign, seal, and deliver the same; that the said
Guadalupe G. Garcia and Dominga F. Garcia

_____ duly acknowledged in the presence of
 said affiant _____, that they executed the same and that he, the said affiant _____,
 thereupon, and at the request of said Guadalupe G. Garcia and
Dominga F. Garcia 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.

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

My Commission Expires January 10, 1966

of said Cunningham Avenue, marking the most easterly corner of lot 16, as said lot 16 is delineated and so designated upon said map, bears North $68^{\circ} 09' 1/2''$ East 923.7 feet distant and running thence South $68^{\circ} 09' 1/2''$ West, along the centerline of said Cunningham Avenue, 53.0 feet; thence North $41^{\circ} 09' 1/2''$ West 19.1 feet; thence North $44^{\circ} 31' 1/2''$ West 627.6 feet to a point in the southwesterly boundary line of lot 14, as said lot 14 is delineated and so designated upon said map; thence North $40^{\circ} 14'$ West, along the last mentioned boundary line, and the northwesterly prolongation thereof, 2076.0 feet; thence North $37^{\circ} 26'$ West 341 feet to the TRUE POINT OF BEGINNING of the centerline of the herein described twenty foot wide easement. Thence from the True Point of Beginning North $75^{\circ} 04' 15''$ East 52 feet, more or less, to a point on the easterly line of the lands of the Pacific Gas and Electric Company, said point also being the easterly terminus of the centerline of the herein described easement.

Pacific reserves to itself, its successors and assigns, the right to replace, maintain and use its existing underground pipe lines for conveying gas within said strips of land, and the further right to erect, install, replace, remove, maintain and use in, on, along and across said strips of land such underground pipe lines, for any and all purposes, and underground and overhead electric and communication lines as it shall from time to time deem necessary in the conduct of its business.

At least one week prior to the commencement of its operations hereunder, City shall notify Pacific's representative, Mr. J. W. LeGate, at Pacific's Milpitas Gas Terminal, P. O. Box 72, Milpitas, California, telephone AMherst 2-0346.

City shall install its pipe line beneath Pacific's existing pipe lines installed within said strips of land and shall maintain a minimum clearance of 18" between the outer surfaces of City's pipe line and Pacific's existing pipe lines.

City shall promptly backfill any trenches made by it within said strips of land so as to return the surface of the ground as nearly as is practicable to its condition existing prior to City's commencement of its operations hereunder.

The foregoing grant is made subject to all liens and encumbrances which may affect said strip of land and the word "grant" as herein used shall not be

Dated this 7th day of January 1971

Signed and delivered in the presence of

Angelo Robba
Angelo Robba

Adriana Robba
Adriana Robba

GRANTOR

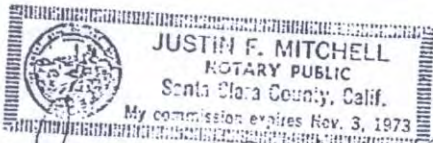
STATE OF CALIFORNIA

County of Santa Clara } ss.

On January 7, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared Angelo Robba and Adriana Robba

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

WITNESS my hand and official seal.



(Seal) Justin F. Mitchell

Name (Typed or Printed)

Notary Public in and for said County and State

SUBSCRIBING WITNESS

STATE OF CALIFORNIA

County of _____ } ss.

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

known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being by me duly sworn, deposed and said: that he resides in the County of _____, State of California; that he was present and saw _____

personally known to him to be the person described in and whose name is subscribed to the within instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

WITNESS my hand and official seal.

(Seal)

Name (Typed or Printed)

Notary Public in and for Said County and State

(CERTIFICATE OF ACCEPTANCE, GOVT. 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, adopted September 27, 1965, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof, I have hereunto set my hand on JAN 26 1971, 19.....

By _____ Chairman, pro tempore Board of Supervisors County of Santa Clara



5759153
D 083 PAGE 48

Return to:
County of Santa Clara
Transportation Agency
1555 Berger Drive
San Jose, CA 95112

Recorded at the request of
Valley Title Company

AUG 18 1977 8:00AM

Attn: E. D. Hodge.

D 083 PAGE 48

NO TAX DUE

GEORGE A. MANN
REGISTRAR - RECORDER
Santa Clara County, Official Records

SPACE ABOVE THIS LINE FOR RECORDER'S USE. *DA*

RECORD WITHOUT FEE UNDER SECTION 6103,
GOVERNMENT CODE OF THE STATE OF CALIFORNIA
GRANT DEED Document No. 7323-1
Project South County Airport
Clear Zone

JOHN KNUDSEN, JR., a married man dealing with his separate property,
HENRY S. KNUDSEN, a married man dealing with his separate property,
ALYS MARIE MELLOW, also known as Alyce Marie Mellow, who acquired
title as Alyce Marie Knudsen, also known as Alys Marie Knudsen,
a married woman dealing with her separate property,

GRANT to the COUNTY OF SANTA CLARA all that real property in the
County of Santa Clara, State of California, described as:

Subdivision No. 1 and 2 of Lot 138-A and Subdivision 2 of Lot No.
138-B of the San Martin Ranch, as laid down on San Martin Ranch
Map No. 3, which Map is recorded in Book "G" of Maps at page 69,
in the Office of the County Recorder of the County of Santa Clara,
State of California.

Excepting therefrom so much thereof as described in the deed from
Henry Knudsen et al to State of California, dated March 30, 1968,
recorded July 19, 1968 in Book 8196 Official Records, Page 171,
as follows:

All of Subdivision 2 of Lot No. 138-B, and a portion of Subdivision
No. 1 and 2 of Lot No. 138-A, as said subdivisions and lots are
shown on the San Martin Ranch Map No. 3, which Map is recorded in
Book "G" of Maps at Page 69 in the Office of the Recorder of the
County of Santa Clara, being more particularly described as follows:

Commencing at the most northerly corner of said Subdivision 2 of
Lot No. 138-B; thence along the northeasterly line of last said
Subdivision South 23° 08' 20" East, 1382.46 feet to the centerline
of Church Avenue (66.00 feet wide); thence along last said line
South 66° 51' 40" West, 1065.58 feet; thence North 23° 08' 20" West,
33.00 feet to the northwesterly line of Church Avenue; thence north
60° 19' 35" East, 653.30 feet; thence North 22° 46' 25" West,
630.51 feet to the southwesterly line of last said subdivision;
thence along last said line North 23° 08' 20" West, 644.61 feet to
the northwesterly line of last said Subdivision; thence along last
said line North 66° 51' 40" East, 1250 feet to the point of
commencement.

ALL PAGES
10
11
825
HRS NO.

248021

BOOK 6175 PG 73

489-32-5

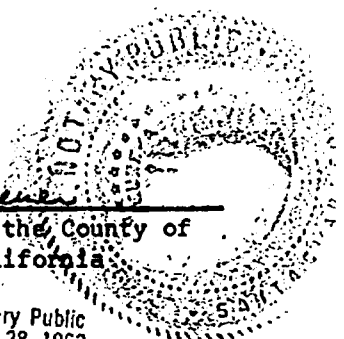
STATE OF CALIFORNIA)
) SS.
COUNTY OF SANTA CLARA)

On this 10th day of July,
1963, before me, the undersigned, a Notary Public in and for the
abovesaid county and state, personally appeared ROBERT WELCH,
known to me to be the Mayor, and FRANKLIN D. KNOFLER, known to
me to be the Deputy City Manager, authorized to sign and signing
on behalf of A. P. Hamann, City Manager, of the municipal corporation
described in and that executed the within 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.

WITNESS my hand and seal.

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

FRANCIS L. GREINER, Notary Public
My commission expires July 28, 1963



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

PARCEL ONE:

PORTION OF LOT 114, as shown upon that certain Map entitled, "San Martin Ranch Map No. 2, being C.H. Phillip's Subdivision of part of the Rancho San Francisco de las Llagas and La Polka and fractl. Sec. 5 T. 10 S., R. 4 E., and parts of Sec. 32 and 29 and 31, in T. 9 S. R. 4 E., M.D.M., Santa Clara County", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on January 27, 1893 in Book "G", pages 38 and 39 of Maps, and more particularly described as follows:

COMMENCING at the common corner for Lots 108, 109, 114 and 115, as shown upon said Map;

running thence North $66^{\circ} 11'$ East 660 feet to the common corner for Lots 114, 115, 120 and 121 of said Subdivision;

thence at right angles North $23^{\circ} 49'$ West 198 feet;

thence at right angles South $66^{\circ} 11'$ West 660 feet to the center line of the Llagas Avenue;

thence along the center of said Avenue, South $23^{\circ} 49'$ East 198 feet to the point of commencement.

EXCEPTING THEREFROM so much thereof as described in the Deed from Samuel Kunkel and Lydia Kunkel to County of Santa Clara, dated September 24, 1940, recorded October 15, 1940 in Book 1001, page 555 of Official Records, and more particularly described as follows:

PORTION OF LOT 114, of the Subdivision of San Martin Ranch Map No. 2, as recorded in Map Book "G", page 39, Official Records of Santa Clara County, California, described as follows:

BEGINNING at the Southeasterly corner of Lot 114 in the center line of Llagas Avenue and running thence North $66^{\circ} 11'$ East 180.00 feet along the line between Lots 114 and 115 of said Ranch Subdivision to a point;

thence parallel to the center line of Llagas Avenue, North $23^{\circ} 49'$ West 198.00 feet to the South line of the lands of M. J. and L. Ferriera;

thence South $66^{\circ} 11'$ West 180.00 feet to the centerline of Llagas Avenue and South $23^{\circ} 49'$ East 198.00 feet to the place of beginning.

Courses true, magnetic variation $18^{\circ} 00'$ East.

PARCEL TWO:

A non-exclusive easement for ingress and egress and for the installation and maintenance of public utilities over a strip of land 30 feet in width the Southeasterly line of which is described as follows:

BEGINNING at the point of intersection of the center line of Murphy Avenue, with the Southeasterly line of Lot 120, as said Avenue and Lot are shown upon that certain Map entitled, "San Martin Ranch Map No. 2 being C. H. Phillips' Subdivision of part of the Rancho San Francisco de Las Llagas and La Polke and fract. Sec. 5 T. 10 S. R. 4 E., and parts of Secs. 32 and 29 and 31, in T. 9 S. R. 4 E., M.D.M., Santa Clara County," which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on January 27, 1893 in Book G, pages 38 and 39 of Maps;

thence from said point of beginning South $66^{\circ} 11'$ West along said Southeasterly line of Lot 120 for a distance of 825.00 feet to the westernmost corner of Lot 114, as said Lot is shown upon the Map hereinabove referred to and the terminus of said strip.

P.R.

Reid Hillview Airport
BonCansen
T.I. #240597

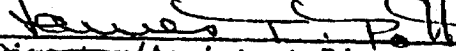
BOOK 6029 PG 247

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 13 day of February, 1963.

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

2473666

D.H.

BOOK 6175 PG 72

248021.

GRANT DEED

489-32-5

CITY OF SAN JOSE, a municipal corporation of the State of California,

does hereby GRANT to

the COUNTY OF SANTA CLARA, a political subdivision of the State of California,

all that real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

Lot 9 of the Fillmore Tract, according to Map of said tract of record in the office of the Recorder of the County of Santa Clara, State of California in Book "C" of Maps, at page 57, and also described as Lot 9 as shown upon that certain Map entitled "Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, February 14, 1888 in Book "C" of Maps, at page 57.

Dated: July 10, 1963.

CITY OF SAN JOSE, a municipal corporation

BY Robert Welch
Mayor

And by A.P. Hamann
Franklin D. Knopfle, Deputy
City Manager

✓

When recorded return to
County Counsel
70 West Hedding
San Jose, Calif.

3650300

BOOK 8600 PG 639

GRANT DEED

NO FEE

NO TAX DUE

THE COUNTY OF SANTA CLARA, a body politic and corporate, by and through the Board of Supervisors of the County of Santa Clara, does hereby grant to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, all that real property situate in the County of Santa Clara, State of California, described as follows:

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of Lots 1 and 4 as said of Amos White, deceased, in Pueblo Tract No. 1, San Jose City Lands, as recorded in Book I of Maps at Page 51, Santa Clara County Records, and being more particularly described as follows:

BEGINNING at the intersection of the Northeasterly boundary of Tract No. 3268, with the Southerly line of Foxdale Drive, as said Tract and Drive are shown on that certain map entitled "Tract No. 3268", which map was filed for record in Book 243 of Maps at Pages 45 and 46, Santa Clara County Records; thence from said point of beginning along said Northeasterly line and its Southeasterly prolongation, said Northeasterly line and Southeasterly prolongation being the Southwesterly line of that certain easement as granted by Clementine Kampfen, et al, to P. G. & E. Company by instrument recorded in Book 343 of Official Records at Page 269, Santa Clara County Records, South 37° 29' 10" East, 1,394.35 feet to an angle point in said Southwesterly line; thence continuing along said Southwesterly line, South 31° 23' 20" East, 331.31 feet to the Southerly line of the hereinabove mentioned "Amos White Tract"; thence along said Southerly line, North 49° 37' 00" East, 130.14 feet to a point on the Westerly line of that 50 foot strip of land described in the deed from Clementine

3489155

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

Michael T. O'Kane
Route 1 Box 86
San Martin, California
95046

FILED FOR RECORD
AT REQUEST OF
John O'Kane
SEP 24 3 43 PM '68

OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE E. FOMLER
RECORDER

BOOK 8273 PAGE 376
201

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

(Escrow No. _____)
NO TAX DUE

By this instrument dated Sept. 15, 1968, for a valuable consideration,

Franchesca O'Kane

do&S. hereby remise, release and forever quitclaim to

Michael T. O'Kane, as his sole and separate property
the following described Real Property in the State of California, County of Santa Clara

City of _____

SUBDIVISION "B" OF LOT 136 as shown upon that certain Map entitled, "San Martin Ranch Map No. 3" which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on June 8th 1893 in Book G of Maps, at page 69.

Franchesca O'Kane
FRANCHESCA O'KANE

Affix IRS

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

person whose name is

SS.

On Sept. 16, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Franchesca O'Kane

known to me to be the

person subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary's Signature

Type ELLIOT & STEINBERG

My Commission Expires April 6, 1970



ELLIOT G. STEINBERG
NOTARY PUBLIC

Santa Clara County, Calif.

I.R.S.

Grant Deed Individual

Noberta Guerrero, a married woman who
acquired title as Noberta Castro, and
Jose Guerrero, her
husband

the first part *ies*, hereby GRANT TO

COUNTY OF SANTA CLARA, State
of California

the second part *y*, all that real property situated in the
City of San Jose

County of Santa Clara, State of California, described as follows:

FILED FOR RECORD
AT REQUEST OF

Title Insurance and Trust Company

JUL 3 2 23 PM 1963

OFFICIAL RECORDS
SANTA CLARA COUNTY
PAUL R. TEILH
RECORDER

Above space for Recorder

DA

BEGINNING at a point in the center line of Swift Avenue 60 feet wide, distant thereon South 28° 44' East 223.53 feet from the point of intersection thereof with the center line of Cunningham Avenue 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to; thence South 28° 44' East along the said center line of Swift Avenue 67.34 feet to the most Northerly corner of that certain 1.0 acre tract of land conveyed by Anton J. Bondesen, et ux, to John Chavez, et ux, by Deed dated July 18, 1947 and recorded April 8, 1949 in Book 1770 of Official Records, page 216; thence South 49° 51' West along the Northwesterly line of said 1.0 acre tract, 323.29 feet to a point in the line dividing Lots 39 and 40 as shown upon the Map hereinafter referred to; thence North 40° 09' West, along said dividing line 66.01 feet; thence North 49° 51' East, 336.62 feet to the point of beginning and being a part of Lot 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", and which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, page 57.

WITNESS our hands this

21st

day of January, 1963

Noberta Guerrero
Noberta Guerrero
Noberta Castro
Noberta CASTRO
Jose Guerrero
Jose GUERRERA



On this 21st day of January, 1963, before me, Margaret T. Daniel

B 781 PAGE 747

Avenue and Lot are shown upon that certain Map entitled, "San Martin Ranch Map No. 2 being C. H. Phillips' Subdivision of Part of the Rancho San Francisco de Las Llagas and La Polke and fract. Sec. 5 T. 10 S. R. 4 E., and parts of Secs. 32 and 29 and 31, in T. 9 S. R. 4 E., M.D.M., Santa Clara County; which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on January 27, 1893 in Book G of Maps, at pages 38 and 39; thence from said point of beginning South $66^{\circ} 11'$ West along said Southeasterly line of Lot 120 a distance of 825.00 feet to the Westernmost corner of Lot 11, as said Lot is shown upon the Map hereinabove referred to and ther terminus of said strip,

as granted in the deed from Emilio Gagliardi and Theresa Gagliardi, his wife to Paul Riemer, an unmarried man dated August 17, 1967, recorded August 24, 1967, under Recorder's Serial Number 3274405.

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 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 10th day of April 1964.

By: *[Signature]*
Acting Director of Public Works
County of Santa Clara

STATE OF CALIFORNIA

BOOK 6230 PAGE 22

County of Santa Clara

ss.

On this 10th day of June Erma Evans

in the year one thousand nine hundred and sixty-three, before me a Notary Public in and for the County of Santa Clara

State of California, residing therein, duly commissioned and sworn, personally appeared Walter J. Doyle

known 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 in the County of Santa Clara, State of California

that he was present and saw Isabel Marron Acosta and Frank Acosta

(personally known to him to be the person described in, and who executed the said within instrument as parties thereto), sign, seal, and deliver the same; that the said Parties

duly acknowledged in the presence of said affiant, that they executed the same and that he, the said affiant, thereupon, and at the request of said Parties

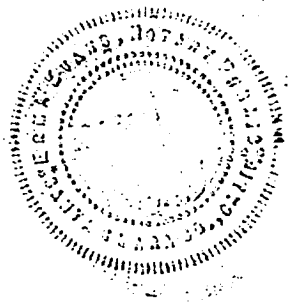
subscribed his name as a witness thereto.

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.

Erma Evans

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

My Commission Expires January 10, 1966



excepting therefrom the northerly thirty (30) feet of said Cunningham Avenue lying between the Northwesternly and the northeasterly line of lot 9 of said subdivision of the Fillmore Tract and the southerly thirty (30) feet of said Cunningham Avenue between the northeasterly lines of lots 11 and 33 of said subdivision of the Fillmore Tract and a point 210 feet westerly therefrom, all as shown on the attached Exhibit A.

be and the same is hereby vacated, discontinued, and abandoned as a county road, and the Clerk of this Board is hereby directed to cause to be recorded in the Office of the County Recorder of the County of Santa Clara, a certified copy of this resolution and order.

BE IT FURTHER RESOLVED AND ORDERED that there is reserved and excepted from this order of abandonment such easements as may exist to construct, maintain, operate, replace, renew, remove, and enlarge lines of pipe, conduits, and other convenient structures, equipment and fixtures for the operation of sanitary sewer lines, gas pipelines, and for all incidental purposes in connection therewith including access to said described property, to protect the same from all hazards in, upon, over, and across property to be abandoned.

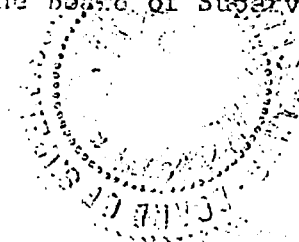
PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on OCT 1 1962, 1962, by the following vote:

- AYES: Supervisors, Levin Della Maggiore Spangler Mehrkens Weichert
- NOES: Supervisors, None
- ABSENT: Supervisors, None

Howard R. ...
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors

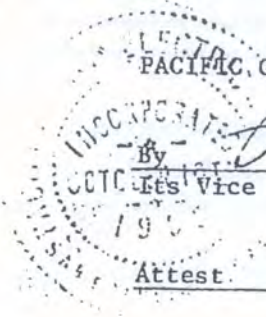
Jean Pullan



a radius of 40.00 feet, through a central angle of 17° 20' 46" and tangent at the northeasterly terminus thereof to a line which has a bearing of south 51° 03' 15" west, an arc distance of 12.11 feet.

The real property hereby conveyed is no longer necessary or useful to Pacific in the performance by it of its duties to the public.

IN WITNESS WHEREOF Pacific has executed these presents this 27th day of August, 1971.



PACIFIC GAS AND ELECTRIC COMPANY

By R. K. Miller
R. K. Miller
Vice President-Personnel and General Services

Attest J. R. Taylor
J. R. TAYLOR
Secretary

San Jose
Dwgs. 26262, B-5152
Sh.18, & 384076 Sh.9
T.7S., R.1E.,
M.D.B. & N.
70-165
1S
tf

Prepared CEH
Checked T. J. M.
AUG. 10 1970

filed with this Council on October 18, 1965, shall be vacated,
and the same is hereby vacated; said portion of Cunningham
Avenue

in the City of San Jose, County of Santa Clara, State of California,
being particularly described as follows:

BEGINNING at a point in the Northwesterly line of Cunningham Avenue (60 feet wide) at the point of intersection of said Northwesterly line with the common property line of Lots 11 and 12, as said Avenue and Lots are shown upon that certain map entitled "Map of the Subdivision of the Fillmore Tract," which map was filed for record in the office of the County Recorder, Santa Clara County, California, in Book "C" of Maps, at page 57; thence along said Northwesterly line North $49^{\circ} 51'$ East 600.00 feet to a point in a line that is parallel with and distant 60.00 feet, measured at right angles, Southwesterly from the Northeasterly line of Lot 13, as said Lot 13 is shown upon said map; thence at right angles to said Northwesterly line of Cunningham Avenue along said parallel line South $40^{\circ} 09'$ East 60.00 feet to a point in the Southeasterly line of said Cunningham Avenue; thence along said Southeasterly line South $49^{\circ} 51'$ West 810.00 feet to a point in a line that is parallel with and distant 210.00 feet, measured at right angles, Southwesterly from the common property line of Lots 38 and 39, as said Lots 38 and 39 are shown upon said map; thence at right angles to said Southeasterly line of Cunningham Avenue along last said parallel line North $40^{\circ} 09'$ West 30.00 feet to a point in the center line of said Cunningham Avenue; thence along said center line North $49^{\circ} 51'$ East 210.00 feet to a point in the Southeasterly prolongation of said common property line of said Lots 11 and 12; thence at right angles to said center line of Cunningham Avenue along said Southeasterly prolongation of said common property line of said Lots 11 and 12 North $40^{\circ} 09'$ West 30.00 feet to the point of beginning.

RESERVING AND EXCEPTING from said vacation the permanent easement and right at any time, or from time to time, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipe, conduits, cables, wires, poles and other convenient structures, equipment and fixtures, or have same done or performed on behalf of City by any public utility company, for the transportation or distribution of electric energy, including access and the right to keep such property free from inflammable materials and other growth, and otherwise protect the same from hazards in, upon and over the street or part thereof proposed to be vacated, being described as follows:

EXHIBIT A

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

BEGINNING at the most Westerly corner of Lot 40 at a point in the center line of Cunningham Avenue, as said Lot and Avenue are shown upon the recorded Map hereinafter referred to; thence running along said center line of Cunningham Avenue North $49^{\circ} 51'$ East 100 feet to the most Westerly corner of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Catarino Carlos, by Deed dated November 7, 1950 and recorded November 15, 1950 in Book 2096 Official Records, page 25; thence leaving said center line of Cunningham Avenue and running along the Westerly line of said parcel of land so conveyed to Catarino Carlos, South $40^{\circ} 09'$ East 165.15 feet to the most Southerly corner thereof, at a point in the Northerly line of that certain parcel of land conveyed by Anton J. Bondesen, et ux to Carlos Franco, by Deed dated November 7, 1950 and recorded November 30, 1950 in Book 2106 Official Records, page 170; thence along the said Northerly line South $49^{\circ} 51'$ West 100 feet to the point in the Westerly line of said Lot 40; thence along said Westerly line of Lot 40, North $40^{\circ} 09'$ West 165.15 feet to the point of beginning and being a portion of Lot 40, as shown upon the Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book "C" of Maps, page 57.

SJ-318435-EL

3792699

WHEN RECORDED RETURN TO:
County Counsel
70 West Hedding Street
San Jose, California
Attention: Gary Voecks

LIBER 8890 PG 706

RECORDED AT THE REQUEST OF
Title Insurance and Trust Company
APR 16 1970
GEORGE E. FOWLES, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

LIBER 8890 PG 706

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO TAX DUE
GRANT DEED
(INDIVIDUAL)

NO FEE

Document No. 7314-17 800.30
Project South County Airport

MICHAEL T. O'KANE, a married man dealing with his separate property,

GRANT to the COUNTY OF SANTA CLARA all that real property in the
County of Santa Clara, State of California, described as:

SUBDIVISION "B" of LOT 136, as shown upon that certain
Map entitled, "San Martin Ranch Map No. 3," which Map
was filed for record in the Office of the Recorder of
the County of Santa Clara, State of California, on
June 8, 1893 in Book "G" of Maps, at page 69.

Orig - Co. Counsel

BEGINNING at a point in the Southeasterly line of Cunningham Avenue (60 feet wide) distant along said Southeasterly line North $49^{\circ} 51'$ East 270.00 feet from the point of intersection of said Southeasterly line with the common property line of Lots 39 and 40, as said Avenue and Lots are shown upon that certain map entitled, "Map of the Subdivision of the Fillmore Tract," which map was filed for record in the office of the County Recorder, Santa Clara County, California, in Book "C" of Maps, at page 57; thence along said Southeasterly line South $49^{\circ} 51'$ West 810.00 feet to a point in a line that is parallel with and distant 210.00 feet, measured at right angles, Southwesterly from the common property line of Lots 38 and said Lot 39, as said Lots are shown upon said map; thence at right angles to said Southeasterly line of Cunningham Avenue along said parallel line North $40^{\circ} 09'$ West 10.00 feet; thence at right angles and parallel with said Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 538.75 feet; thence at right angles North $40^{\circ} 09'$ West 50.00 feet to a point in the Northwesterly line of said Cunningham Avenue, last said point being distant South $49^{\circ} 51'$ West 1.25 feet along said Northwesterly line from the point of intersection of said Northwesterly line with the common property line of Lots 12 and 13, as said Lots 12 and 13 are shown upon said map; thence along said Northwesterly line North $49^{\circ} 51'$ East 40.00 feet to a point in a line that is parallel with and distant 38.75 feet, measured at right angles, Northeasterly from said common property line of said Lots 12 and 13; thence at right angles to said Northwesterly line along last said parallel line South $40^{\circ} 09'$ East 50.00 feet; thence at right angles and parallel with said Southeasterly line of Cunningham Avenue North $49^{\circ} 51'$ East 231.25 feet; thence at right angles South $40^{\circ} 09'$ East 10.00 feet to the point of beginning.

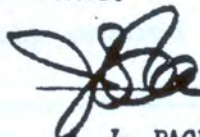
ADOPTED this 15th day of November, 1965, by the

following vote:

AYES: Councilmen - Miller, Shaffer, Solari, Welch and Pace.

NOES: Councilmen - None.

ABSENT: Councilmen - Fischer and James.


 Mayor
 J. L. PACE, M. D.

ATTEST:

The foregoing instrument is a

This is to certify that the interest in real property conveyed by the deed or grant dated 10-6-70, from County of Santa Clara

to the City of San Jose, a municipal corporation of the State of California, is hereby accepted by the undersigned officer of said City of behalf of the Council of the City of San Jose, pursuant to authority conferred by Resolution No. 17670, of the Council of the City of San Jose, adopted on the 2nd of November, 1959, and recorded in book 4597, page 461. The Grantee consents to recordation thereof by its duly authorized officer. THOMAS W. FLETCHER

Dated: 7-13-71

By

Frederick D. Fletcher
City Manager - City of San Jose

BOOK 0420 PAGE 405

I.R.S.
NONE

2499621
Grant Deed Individual

2499621
BOOK 6230 PAGE 21
Recorded at the request of
Title Insurance and Trust Company
OCT 14 1963 11:30 AM
PAUL R. TEILH, Recorder,
Santa Clara County, Official Record

ISABEL MARRON ACOSTA and
FRANK ACOSTA, her husband

the first parties, hereby GRANT TO

COUNTY OF SANTA CLARA, STATE
OF CALIFORNIA

the second party, all that real property situated in the

County of Santa Clara, State of California, described as follows:

PH
Above space for Recorder

SEE EXHIBIT "A" ATTACHED

WITNESS hand this
Signed and delivered
in the presence of:

Walter F. Doyle

day of April ^{12th} MAY ³⁰ 19 63
Isabel marron acosta
ISABEL MARRON ACOSTA

Frank Acosta

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA }

On this day of , 19 , before me,
a Notary Public in and for said County and State, personally appeared

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

- (3) north $41^{\circ} 06'$ west, along the northeasterly boundary line of said 3.995 acre parcel of land, said northeasterly boundary line being in part the northeasterly boundary line of said parcel of land designated K, a distance of 38.45 feet, and
- (4) north $44^{\circ} 28'$ west, along the northeasterly boundary line of said 3.995 acre parcel of land, 85.16 feet;

thence leaving the boundary lines of said 3.995 acre parcel of land and running

- (5) south $31^{\circ} 13'$ east 45.94 feet;
- (6) southwesterly on a curve to the right with a radius of 40.00 feet, through a central angle of $72^{\circ} 07'$ and tangent at the northeasterly terminus thereof to a line which has a bearing of south $21^{\circ} 03' 45''$ east, an arc distance of 50.35 feet to a point in the southwesterly boundary line of said 3.995 acre parcel of land; thence along the southwesterly boundary line of said 3.995 acre parcel of land,
- (7) south $44^{\circ} 28'$ east approximately 15 feet to the point of beginning.

The bearings and distances used in the above description are based upon said Record of Survey Map.

The real property hereby conveyed is for road purposes only and said real property shall revert to Pacific, its successors and assigns, in the event that County shall fail for a continuous period of five years to maintain and use said real property for road purposes.

Pacific reserves to itself, its successors and assigns, the right to replace, maintain, and use its existing underground pipe lines for conveying gas and its existing crossarms, wires and cables for the transmission and distribution of electric energy, within said real property, and the further right to erect, install, replace, remove, maintain, and use, in, on, along and across said real property such underground pipe lines, for any and all purposes, and underground and overhead electric and communication lines, as it shall from time to time deem necessary in the conduct of its business, but only in locations that will not unreasonably interfere with County's use of said real property for road purposes.

JAN 11-72N

2341

4172341 339084

BOOK 9662 PAGE 276

3003-6967

AFTER RECORDING, RETURN TO:

FOR RECORDER'S USE ONLY

Pacific Gas & Electric
77 Beale Street
San Francisco, Calif. 94106

BOOK 9662 PAGE 276

Capitol III
2623-18 EX

RECORDED AT THE REQUEST OF
Title Insurance and Trust Company
JAN 11 1972 8:00 AM
GEORGE E. FOWLES, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

360

GRANT

DTT # 5.50
Full Value

COUNTY OF SANTA CLARA, a political subdivision of the State of California,
hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,
that certain real property, situate in the City of San Jose, County of Santa
Clara, State of California, described as follows:

Beginning at the northwesterly terminus of a course in the south-
westerly boundary line of the 3.995 acre parcel of land conveyed by
Clementine Kampfen and others to Pacific Gas and Electric Company by
deed dated May 20, 1949 and recorded in the office of the County Re-
corder of said County of Santa Clara in Book 1824 of Official Records
at page 261, which course according to the description contained in
said deed dated May 20, 1949 has a bearing of north 44° 31-1/2' west
and a length of 627.6 feet, said northwesterly terminus according to
the description contained in said deed dated May 20, 1949 being a
point in the southwesterly boundary line of Lot 14 of the Fillmore
Tract according to the official map thereof filed for record in the
office of said County Recorder in Book C of Maps at page 57, and run-
ning thence south 40° 09' east, along the southwesterly boundary line

MAIL TAX STATEMENTS TO:

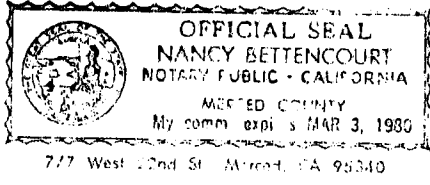
Pacific Gas and Electric Company
245 Market Street
San Francisco, California 94106

STATE OF CALIFORNIA, County of Merced } ss.

ON March 15, 19 77, before me, the undersigned a Notary Public in and for the State of California with principal office in the County of Merced, personally appeared

Norman Mellow

known to me to be the person whose name is _____ is subscribed to the within Instrument, and acknowledged to me that he executed the same. WITNESS my hand and official seal.



SIGNATURE OF NOTARY Nancy Bettencourt
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

NOTARY'S NAME AND COMMISSION EXPIRATION DATE PRINTED

STATE OF CALIFORNIA

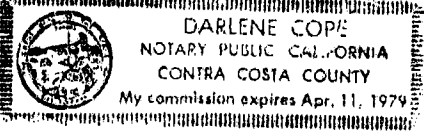
County of CONTRA COSTA

On this 1st day of April in the year one thousand nine hundred and Seventy-Seven before me Darlene Cope

a Notary Public, State of California, duly commissioned and sworn personally appeared LAURA LOUISE KNUDSEN

known to me to be the person whose name _____ 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 CONTRA COSTA County of CALIFORNIA the day and year in this certificate first above written.



Darlene Cope
Notary Public, State of California

4/11/79

My Commission Expires.....

1 SPENCER M. WILLIAMS, County Counsel
2 RICHARD S. HARRISON, Deputy County Counsel
3 Room 507, County Administration Building
4 70 West Hedding Street
5 San Jose 10, California
6 Telephone: 299-2111

7 Attorneys for Plaintiff.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SANTA CLARA

10 COUNTY OF SANTA CLARA,

11 Plaintiff,

12 -vs-

13 CLEM MERCIER; ETHEL MERCIER; THE
14 ANGLO SAFE DEPOSIT COMPANY, a
15 corporation; CROCKER-ANGLO NATIONAL
16 BANK, a national banking association;
17 EDWARD B. PARALES; ESTER M. PARALES;
18 DOE ONE; DOE TWO; DOE THREE; DOE
19 FOUR; DOE FIVE; DOE SIX; DOE SEVEN;
20 DOE EIGHT; DOE NINE; DOE TEN; and all
21 other persons unknown claiming any
22 right, title or interest in and to
23 the real property described in the
24 Complaint,

25 Defendants.

148905

NO.

S U M M O N S

1 YOU AND EACH OF YOU ARE HEREBY DIRECTED to appear and answer
2 the Complaint of plaintiff above named in the above-entitled action,
3 brought against you by the above-named plaintiff in the Superior
4 Court of the State of California, in and for the County of Santa
5 Clara, within ten (10) days after service upon you of this Summons
6 if served within said County, or within thirty (30) days if served
7 elsewhere.

8 This proceeding is brought to condemn fee title in the real
9 property situate in the County of Santa Clara, State of California,
10 hereinafter more particularly described in "Exhibit A", attached
11 hereto and made a part hereof by reference, for a public use, to
12 wit: a county airport.

13 AND YOU ARE HEREBY NOTIFIED to appear and show cause, if any
14 you have, why the said real property should not be condemned as
15 prayed for in the said Complaint, and unless you appear and answer
16 said Complaint as above directed and required, the said plaintiff,
17 County of Santa Clara, will apply to the said court for the relief
18 demanded and prayed for in the said Complaint.

19
20 GIVEN under my hand and the Seal of
21 the Superior Court of the State of
22 California, in and for the County
of Santa Clara, AUG 26 1953.

23
24 PAUL R. TEILH, Clerk

25 (SEAL)

26 By 
Deputy Clerk.

EXHIBIT A

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

PORTION OF LOT 67, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1948 in Book C of Maps, at page 57, and more particularly described as follows:

BEGINNING at a point in the center line of Swift Lane, distant thereon North 50° East 230.77 feet from the Easternmost corner of that certain 5 acre tract of land described in the Deed from Cecil Reid et ux to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942, recorded February 16, 1942 in Book 1084 Official Records, page 138, Santa Clara County Records, said point of beginning also being on the Southeasterly line of the Fillmore Tract above referred to; running thence North 50° East along the said center line of Swift Lane, which is also the Southeasterly line of the Fillmore Tract, 65.00 feet; thence leaving said last named line and running North 40° 09' West and parallel with the Northeasterly line of said 5 acre tract, 217.52 feet to an iron pipe; running thence South 50° West and parallel with the said center line of Swift Lane, 65.00 feet to an iron pipe; running thence South 40° 09' East and parallel with the Northeasterly line of said 5 acre tract, 217.52 feet to the point of beginning.

(ENDORSED)
FILED
AUG 26 1963
PAUL R. TEILH, Clerk
BY D. H. SWANSON
DEPUTY

1 SPENCER M. WILLIAMS, County Counsel
2 RICHARD S. HARRISON, Deputy County Counsel
3 Room 507, County Administration Building
4 70 West Hedding Street
5 San Jose 10, California
6 Telephone: 299-2111

7 Attorneys for Plaintiff.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SANTA CLARA

10 COUNTY OF SANTA CLARA,

11 Plaintiff,

12 -vs-

13 CLEM MERCIER; ETHEL MERCIER; THE
14 ANGLIO SAFE DEPOSIT COMPANY, a
15 corporation; CROCKER-ANGLO NATIONAL
16 BANK, a national banking association;
17 EDWARD B. PARALES; ESTER M. PARALES;
18 DOE ONE; DOE TWO; DOE THREE; DOE
19 FOUR; DOE FIVE; DOE SIX; DOE SEVEN;
20 DOE EIGHT; DOE NINE; DOE TEN; and all
21 other persons unknown claiming any
22 right, title or interest in and to
23 the real property described in the
24 Complaint,

25 Defendants.

NO. 148905

COMPLAINT IN
EMINENT DOMAIN

26 Plaintiff alleges:

27 I

28 At all times herein mentioned plaintiff, County of Santa
29 Clara, has been and is a body corporate and politic, and a
30 political subdivision of the State of California, and is vested by
31 law with the authority to exercise the power of eminent domain for
the acquisition of real property for county airport purposes
pursuant to Part 3, Title 7, of the Code of Civil Procedure, and
Title 3, Division 2, Part 10, Article 2 of the Government Code of
the State of California.

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II.

Defendants Doe One, Doe Two, Doe Three, Doe Four, Doe Five, Doe Six, Doe Seven, Doe Eight, Doe Nine and Doe Ten have or claim to have an interest in the said real property, the exact nature of which is unknown to plaintiff. The true names or capacities of the said Does One through Ten are unknown to plaintiff, and plaintiff prays leave to amend this complaint so as to substitute therefor the true names and capacities of these defendants when they become known to plaintiff.

III.

Prior to the commencement of this action, the Board of Supervisors of the plaintiff County of Santa Clara, at a duly and regularly convened meeting on August 5, 1963, duly and regularly passed and adopted a resolution stating and determining that public interest and necessity require the acquisition of certain real property for the establishment, construction, maintenance and use thereon of a county airport. A true copy of said resolution is attached hereto as "Exhibit A", and made a part hereof by this reference. The said resolution contains a true and correct description of the real property sought to be condemned in this action. The said real property is the entire parcel or tract owned by the defendants or in which the defendants claim an interest.

IV.

Each and every manner, fact and thing stated and set forth in the said resolution was and is true, and the same is incorporated herein as though fully set forth.

V.

The plaintiff is informed and believes and on such information and belief alleges that the names of all owners of and claimants to some right, title or interest in the property sought

1 to be condemned are as follows: CLEM MERCIER; ETHEL MERCIER; THE
2 ANGLO SAFE DEPOSIT COMPANY; a corporation; CROCKER-ANGLO NATIONAL
3 BANK, a national banking association; EDWARD B. PARALES; ESTER M.
4 PARALES.

5
6 WHEREFORE, plaintiff prays judgment that:

7 1. The said parcels of real property be condemned for
8 plaintiff's use for the purposes set forth above;

9 2. Just compensation for said taking and any damages
10 incidental thereto be assessed as well as any special benefits;

11 3. That all liens and encumbrances of record against the
12 real property sought to be taken be satisfied out of the judgment
13 rendered herein;

14 4. For such other and further relief as the Court may deem
15 just and proper.

16
17 SPENCER M. WILLIAMS, County Counsel
18 RICHARD S. HARRISON, Deputy County Counsel

19 By /s/ Richard S. Harrison
20 Attorneys for Plaintiff.

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30
31 RSH:cw - 8-19-63

Clem Mercier
Reid-Hillview Airport
Parcel No. 3511-15-2

RESOLUTION TO CONDEMN

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that it hereby finds, determines and declares that the public interest, convenience and necessity require the acquisition of said County of the property hereinafter described for the establishment and maintenance thereon of public buildings and grounds to be used by said County for airport purposes.

IT IS HEREBY DETERMINED that the land hereinafter described is required and necessary for the public uses above set out.

BE IT FURTHER RESOLVED that it is necessary to acquire title to all of said land in fee simple absolute for the public uses and purposes above set out, and that said land should be acquired by proceedings in eminent domain in accordance with the appropriate provisions of the Code of Civil Procedure of the State of California relating thereto.

BE IT FURTHER RESOLVED by the Board of Supervisors that the County Counsel of said County of Santa Clara, State of California, be and he is hereby authorized and directed 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 said real property hereinafter described for the uses and purposes hereinabove set out, and to take all steps which may be necessary or proper to be taken for the condemnation thereof.

That said land is more particularly described as follows:

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

"PORTION OF LOP 67, as shown upon that certain Map entitled 'Map of the Subdivision of the Fillmore Tract',

which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1948 in Book C of Maps, at page 57, and more particularly described as follows:

"BEGINNING at a point in the center line of Swift Lane, distant thereon North 90° East 230.77 feet from the Easternmost corner of that certain 5 acre tract of land described in the Deed from Cecil Reid et ux to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942, recorded February 16, 1942, in Book 1084 Official Records, page 138, Santa Clara County Records, said point of beginning also being on the Southeasterly line of the Fillmore Tract above referred to; running thence North 50° East along the said center line of Swift Lane, which is also the Southeasterly line of the Fillmore Tract, 65.00 feet; thence leaving said last named line and running North 40° 09' West and parallel with the Northeasterly line of said 5 acre tract, 217.52 feet to an iron pipe; running thence South 50° West and parallel with the said center line of Swift Lane, 65.00 feet to an iron pipe; running thence South 40° 09' East and parallel with the Northeasterly line of said 5 acre tract, 217.52 feet to the point of beginning."

BE IT FURTHER RESOLVED that the land hereinabove described is selected and located in the manner which will be most compatible with the greatest public good and the least private injury, and that said land hereinabove described is, in the opinion of this Board, that which is best adapted for the public uses and purposes hereinabove set out.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 5 day of AUG, 1963, by the following vote:

AYES: Supervisors, Della Maggiore Spangler Michrkens Sanchez
NAYS: Supervisors, None
ABSENT: Supervisors, Levin

R. H. Michrkens

Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors.

Jean Pullan

The foregoing instrument is a correct copy of the original

ATTEST: JEAN PULLAN
Clerk Board of Supervisors

By

Dated:

D. M. Williams
AUG 5 1963

1 SPENCER M. WILLIAMS, County Counsel
2 RICHARD S. HARRISON, Deputy County Counsel
3 Room 307, County Administration Building
4 70 West Hedding Street
5 San Jose 10, California
6 Telephone: 299-2111

7 Attorneys for Plaintiff.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SANTA CLARA

10 COUNTY OF SANTA CLARA,

11 Plaintiff,

NO.

12 -vs-

13 CLEM MERCIER; ETHEL MERCIER; THE
14 ANGLIO SAFE DEPOSIT COMPANY, a
15 corporation; CROCKER-ANGLO NATIONAL
16 BANK, a national banking association;
17 EDWARD B. PARALES; ESTER M. PARALES;
18 DOE ONE; DOE TWO; DOE THREE; DOE
19 FOUR; DOE FIVE; DOE SIX; DOE SEVEN;
20 DOE EIGHT; DOE NINE; DOE TEN; and all
21 other persons unknown claiming any
22 right, title or interest in and to
23 the real property described in the
24 Complaint,

LIS PENDENS

25 Defendants.

1 NOTICE IS HEREBY GIVEN that plaintiff has filed a proceeding
2 against the above-named defendants in the above-entitled Court
3 affecting the title to and right of possession of the hereinafter
4 described parcel of real property, which said proceeding is now
5 pending; that said proceeding is for the purpose of condemning a
6 fee simple title in said parcel of land for a public use, to wit:
7 for a county airport.

8 The real property affected by said proceeding is situated in
9 the County of Santa Clara, State of California, and is more
10 particularly described in Exhibit A, attached hereto and made a
11 part hereof by reference.

12
13 DATED: AUG 23 1963

14
15 SPENCER M. WILLIAMS, County Counsel
16 RICHARD S. HARRISON, Deputy County Counsel

17 By /s/ Richard S. Harrison
18 Attorneys for Plaintiff.

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RSH:cw - 8-19-63

- 2 -

EXHIBIT A

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Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 22, 1962

- . Department of Public Works
- . 20 West Rosa Street
- . San Jose, California

IMPORTANT
When replying refer to
Our No. **240592**

Fees: \$52.50

Your No.
Hillview Airport

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m. B. M. Blanchard Title Officer

Vestee: **CLEM MERCIER and ETHEL MERCIER,**
his wife, as joint tenants

250 0906

Exceptions:

- First:** Taxes for the fiscal year 1962-63 now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Lane.
- Third:** Deed of Trust by Arthur L. Wickersham and Mary Louise Wickersham, his wife to The Anglo Safe Deposit Company, a corporation, as Trustee, to secure the payment to The Anglo California National Bank of San Francisco, a national banking association, of \$6,000.00 and additional advances, dated October 26, 1951, recorded November 7, 1951 in Book 2312 Official Records, page 202, (Recorder's Serial Number 756012).

Crocker-Anglo National Bank, a national banking association, successor by merger to Anglo California National Bank, formerly The Anglo California National Bank of San Francisco, a national banking association, is now beneficiary under the above Deed of Trust.
- Fourth:** Agreement of Sale executed by Clem Mercier and M. Ethel Mercier, his wife to Edward B. Parales and Ester M. Parales, his wife, as joint tenants, dated June 1, 1957, recorded November 20, 1959 in Book 4614 Official Records, page 206, (Recorder's Serial Number 1728009).

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

Note 1: The above vestees acquired title to premises by Deed from Arthur L. Wickersham and Mary Louise Wickersham, his wife, dated September 30, 1955, recorded October 25, 1955 in Book 3314 Official Records, page 435, and to which Deed there were affixed Revenue Stamps in the sum of \$4.40.

Note 2: This Report includes an examination of the Municipal Records of the City of San Jose as to Taxes, Assessments and/or Bonds.

Note 3: Both installments of County and City Taxes for the fiscal year 1961-62 have been paid. Assessment Number 489-15-002. Code Number 43-81.

First installment	\$149.24
-------------------	----------

Second installment	\$149.24
--------------------	----------

The above installments include \$20.53 personal property tax.

Note 4: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value of real estate	\$600.00
Assessed value of improvement	2750.00
Assessed value of personal property	250.00

The address of the above vestees as disclosed by the County Tax Rolls for the fiscal year 1961-62 is Edward B. and Ester M. Pareles, Rt. 7 Box 308, San Jose, California.

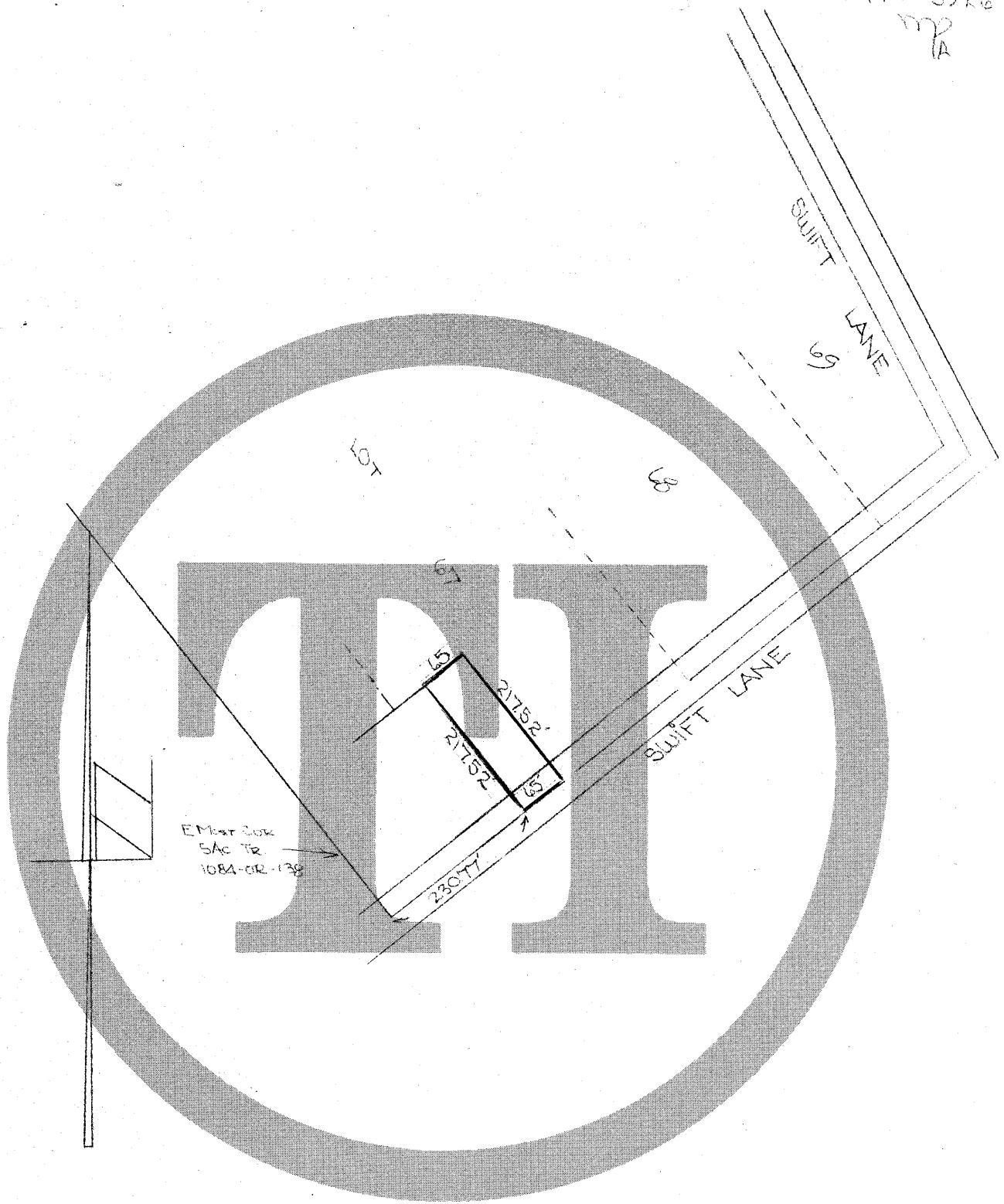
Note 5: The effect of the Map filed in the office of the County Recorder of Santa Clara on September 18, 1952 in Book 2 of Official Plan Lines, at page 5, under City Ordinance No. 84, whereon a building line is shown 15 feet from exterior lines of Swift Lane.

DESCRIPTION

For description of the real property referred to herein see Exhibit A attached hereto and made a part hereof.

rpf/mf

240592
MM 3926
MP
A



PTN LOT 67

FILLMORE TR.

CAM 489-15



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

EXHIBIT A

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

PORTION OF LOT 67, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1948 in Book C of Maps, at page 57, and more particularly described as follows:

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CON. ANATION RESOLUTION REQUEST
RIGHT OF WAY OR PROPERTY DATA SHEET

S.D.# 2

To: _____ Project: Reid Hillview Parcel No.: 3511-15-2
 Grantor: C. Mercier (Parales) Telephone: _____ Entire Area: _____
 Property Address: N. side Swift Lane, 750' W Swift Ave. 12,189+ sq. ft. or 0.280+ ac
 Mailing Address: Route 7, Box 308, San Jose Part Required: _____
 Jurisdiction: San Jose sq. ft. or All ac
 Remainder: None ac

Unit Land Cost: (Nomesite Value) Budget Appraisal O.I.P.
 Sq. Ft.: \$ 0.20 196 196 3 Deposit Settlement
 Acre: \$ 9,000
 Land Acquired: \$ 2,500
 Sq. Ft.: 12,189+
 Acre: 0.280+

Improvements: \$12,000

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$14,500

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: _____
 Balance after this Acquisition: _____ % Obligated to Date: _____
 Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
- 10.
- 11.
- 12.

<u>Description of Improvement Acquired</u>			
<u>No. of Rooms</u>	<u>Area Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>
1. Resid.5	1396	10	Good
2. Fam. Hm. w/kitchen included above			
3. Porch	25		
4. Carports	493		

Owner wants about \$16,000 and says he will not settle for less. Owner has rejected offer of \$14,500.

Title Co.: Title Insurance & Trust
 # 240592 Date: Aug. 27, 1962
 Grantor Acquired Date: Sept. 30, 1953
 I.R.S. \$4.40
 Appraised by: Clevenger & Samuelson's Staff
 Date: Nov. 1961 June 62 & Jan. 63
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: _____
 O.I.P. : _____
 Agreements: _____
 Resolutions: _____
 Deeds: _____ Maps: _____
 Negotiating Agent: McCready (Doyle)
 Dep. County Counsel: Harrison

Approval _____
 To County Counsel:
 Agenda: 9/29/63 Item# _____

Ph: 2079 Tully Rd
251-4849

RIGHT OF WAY DATA SHEET

Grantor Edw. B. Parales, et al Project: Reid-Hillview Airport Parcel No.: 3511-15-2
 Property Address 2079 Tully Road, San Jose Entire Area:
 Mailing Address: X John Turner, 511 E. Campbell 12,189± sq. ft. 0.280 ac
Campbell
 Telephone: 378-2121 Part Required:
 Jurisdiction: San Jose sq. ft. All ac
 Remainder:
 sq. ft. None ac

Unit Land Cost:	Appraisal	O.P.	Settlement
Sq. Ft.: \$ <u>0.20</u>	19 <u>61</u>	Deposit	
Acres: \$ <u>9,000</u>	\$ <u>2,500.00</u>		\$ <u>2,500.00</u>
	<u>HomeSite</u>		
Improvements:	\$ <u>13,000.00</u>		\$ <u>13,000.00</u>
Damages:			
Benefits:			
Other Consideration			

Total Consideration: \$15,500.00 \$15,500.00
 Cash to Grantor: \$15,500.00

	Description of Improvement Acquired			
	No. of Rooms	Area Sq. Ft.	Age	Condition
1. <input checked="" type="checkbox"/> Removal of Imps. by Grantor				
2. <input type="checkbox"/> Const. Contract Items				
3. <input checked="" type="checkbox"/> Rentals				
4. <input checked="" type="checkbox"/> Withheld Funds				
5. <input type="checkbox"/> Excess Lands				
6. <input checked="" type="checkbox"/> Continued Occupancy				
7. <input type="checkbox"/> Settlement Justification				
8. <input checked="" type="checkbox"/> Title Exceptions				
9. <input checked="" type="checkbox"/> Special Note				
ITEM #1 - REMOVAL OF IMPS. BY GRANTOR				
Clause 15 permits owner to remove outside window awnings.				
ITEM #3 & 6 - RENTAL CONTINUED OCCUPANCY				
Owner has 15-day grace period after close of escrow and per Clauses 11 & 12 can rent from County following end of grace period until June 15, 1962, for \$70/month plus \$5/month for water service.				
ITEM #4 - \$140 is withheld per Clause 13				
Special Note: Clause 16 obligates County to have \$15,500 in escrow by 2-17-63 or deal is void.				
ITEM #8 - TITLE EXCEPTIONS				
Clear: 1. Taxes 3. Trust deed 4. Agreement of sale.				
Subject to: 2. Rights of public to use of roadway (Swift Lane).				
a's				

Title Co.: Title Insurance
 No.: 240902 Date: 8-25-63
 Grantor Acquired: 1963
 I.R.S. \$ unknown
 Appraised by: Clevenger & Staff
 Date: November 1961
 Type of Title: Fee
 Zoning: Residential
 Access Rights: None
 Suit Filed: 8-26-63
 O.P.: None
 Agreements: Attached
 Resolutions:
 Deeds: To escrow Maps: Display
 R/W Agent: Justin F. Mitchell
 Dep. Co. Counsel: K. Harrison

Approval
 To County Counsel:
 Agenda: 12/23 Item #
 382 (Replaces RC-11)

Board of Supervisors _____
County Counsel _____
Owner _____
Title Company _____
Controller _____
Public Works _____

S. D. No. 2
Project: Reid Hillview Airport
Parcel No.: 3511-15-2
Grantor: Parales

AGREEMENT FOR PURCHASE OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and _____
Edward B. Parales and Esther M. Parales

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 Fifteen thousand and Five Hundred Dollars & No Cents (15,500.00).

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 paragraph #2 as set forth in Title Insurance & Trust Company preliminary title report #240592 dated August 27, 1962

and agrees that said deed will be deposited with the _____
& Trust
Title Insurance/Company in escrow account number 240592 not later than 30 days after execution of this agreement by the ~~Owner~~ County.

4. Expenses

The County shall pay all costs of escrow, revenue stamps, if required and authorized, and title insurance policy expenses. Said escrow costs shall not, however, include usual and customary reconveyance fees, trustee's fees, forwarding fees, or penalty (if any) for payment in full in advance of maturity 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.

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 possession, taxes shall be prorated as of the date of said possession.

6. Execution by County

The County shall execute this agreement within sixty (60) days after date of signing of this agreement by the Owner; if the County does not execute this agreement within said 60 day period, said agreement is void.

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. Lease Warranty

The Owner warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Owner further agrees to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of the Owner's for a period exceeding one month.

11. Rental Agreement:

It is agreed that the County will rent the property on County form of rental agreement to the Owner commencing fifteen (15) days after date of recordation of the deed conveying title to County. It is further agreed that the County will rent the property to the Owner until June 15, 1964, at a monthly rental rate of \$70.00, subject to all terms and conditions in said rental agreement. Said rental agreement is attached hereto as Exhibit B and made a part hereof by this reference.

12. Delivery of Property Vacant

It is agreed the Owner shall deliver the premises vacant to the County on or before June 15, 1964, in good order and condition, including such improvements as may be made thereon hereafter, the usual wear and tear and damage by the elements excepted, and shall not make any alterations thereon without the written consent of the County and shall not commit or suffer to be committed any waste upon said premises.

13. Withheld Funds:

One Hundred and Forty Dollars and No Cents (\$140.00) will be held in escrow and will be released to the Owner when conditions in Item 12 above have been met.

14. Right to Enter and Sell Improvements:

It is further agreed by and between the parties hereto that after the close of escrow and prior to June 15, 1964, if the County deems it necessary in order to complete its construction project on schedule, the County and/or its agent(s), has the right to sell the improvements on the property even though occupied. Said improvements would not in this case be removed until after June 15, 1964.

15. Personal Property

It is understood and agreed that the outside window awnings are the personal property of the Owner, and said awnings are not herein being purchased by County.

16. It is understood and agreed between the parties hereto that unless County shall have deposited into escrow on or before February 17, 1964, the sum of \$15,500, together with instructions to title company to close the escrow when title company can issue a policy of title insurance insuring County as legal owner of the property, that said escrow shall be cancelled and this agreement void in every respect.

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 _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this 10th day of December,
19 63.

Edward B. Parales
Edward B. Parales

Esther M. Parales

Esther M. Parales
Owner

Address 2079 Tully Road

San Jose, California

APPROVED AS TO FORM:

SPENCER M. WILLIAMS, County Counsel

By _____
Deputy County Counsel

4-5-63

EXHIBIT A

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

PORTION OF LOT 67, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1948 in Book C of Maps, at page 57, and more particularly described as follows:

BEGINNING at a point in the center line of Swift Lane, distant thereon North 50° East 230.77 feet from the Easternmost corner of that certain 5 acre tract of land described in the Deed from Cecil Reid et ux to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942, recorded February 16, 1942 in Book 1084 Official Records, page 138, Santa Clara County Records, said point of beginning also being on the Southeasterly line of the Fillmore Tract above referred to; running thence North 50° East along the said center line of Swift Lane, which is also the Southeasterly line of the Fillmore Tract, 65.00 feet; thence leaving said last named line and running North 40° 09' West and parallel with the Northeasterly line of said 5 acre tract, 217.52 feet to an iron pipe; running thence South 50° West and parallel with the said center line of Swift Lane, 65.00 feet to an iron pipe; running thence South 40° 09' East and parallel with the Northeasterly line of said 5 acre tract, 217.52 feet to the point of beginning.

RENTAL AGREEMENT

This agreement, by and between Santa Clara County, lessor,
Parales
and Edward B. & Esther M./, lessee, covers the rental of
one frame dwelling at 2079 Tully Road, San Jose, California.

It is agreed that the rental of \$70.00 per month and \$5.00 for
water service shall be on a month-to-month basis, payable in
advance starting fifteen (15) days following the date of recor-
dation of title.

It is understood and agreed that lessee's occupancy under this
agreement shall not extend beyond June 15, 1964.

Signed: _____

Executed this _____ day of _____, 19____.

EXHIBIT

B

RIGHT OF WAY DATA SHEET

Grantor Edw. B. Parales, et al Project: Reid-Hillview Airport Parcel No.: 3511-15-2
 Property Address 2079 Tully Road, San Jose Entire Area:
 Mailing Address: % John Turner, 511 E. Campbell 12,189+ sq. ft. 0.280 ac
Campbell
 Telephone: 378-2121 Part Required:
 Jurisdiction: San Jose sq. ft. All ac
 Remainder:
 sq. ft. None ac

Unit Land Cost: Appraisal O.P. Settlement
 Sq. Ft.: \$ 0.20 1961 Deposit
 Acre: \$ 9,000 Homesite \$ 2,500.00 \$ 2,500.00
 Improvements: \$13,000.00 AGENDA \$13,000.00
 Damages:
 Benefits: DATE 12-23-63
 Other Consideration ITEM NO. 8b
 ENC. NO. 10

BOARD ACTION

Total Consideration: \$15,500.00 \$15,500.00
 Cash to Grantor: \$15,500.00

- 1.X Removal of Imps. by Grantor
- 2. Const. Contract Items
- 3.X Rentals
- 4.X Withheld Funds
- 5. Excess Lands
- 6.X Continued Occupancy
- 7. Settlement Justification
- 8.X Title Exceptions
- 9.X Special Note

Description of Improvement Acquired				
No. of Rooms	Area Sq. Ft.	Age	Condition	
5	1,396	12	Good	

Title Co.: Title Insurance
 No.: 240592 Date: 8-28-63
 Grantor Acquired: 1963
 I.R.S. \$ unknown
 Appraised by: Clevenger & Staff
 Date: November 1961
 Type of Title: Fee
 Zoning: Residential
 Access Rights: None
 Suit Filed: 8-26-63
 O.P.: None
 Agreements: Attached
 Resolutions:
 Needs: To escrow Maps: Display
 W Agent: Justin F. Mitchell
 p. Co. Counsel: R. Harrison

ITEM #1 - REMOVAL OF IMPS. BY GRANTOR
 Clause 15 permits owner to remove outside window awnings.

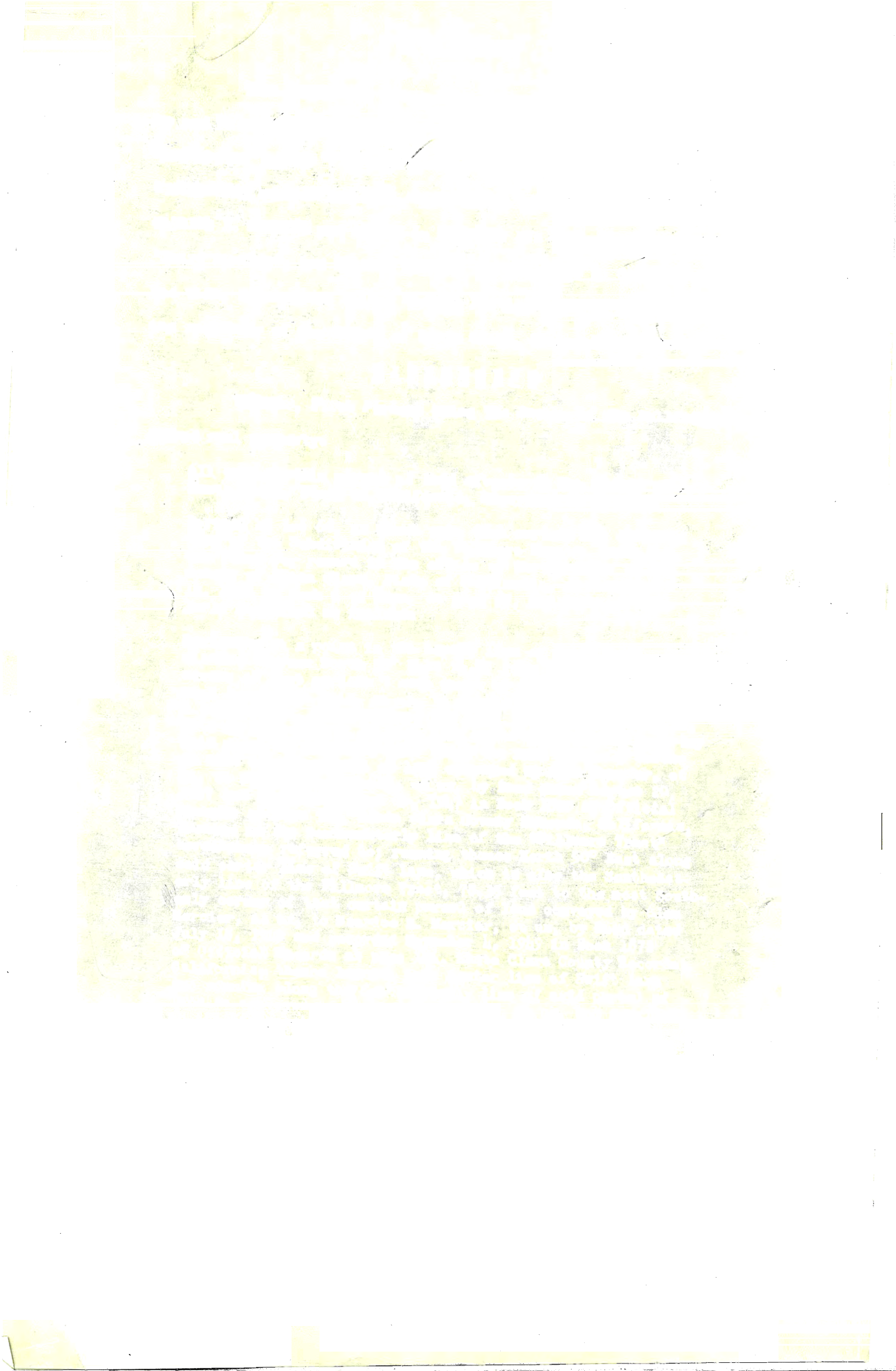
ITEM #3 & 6 - RENTAL CONTINUED OCCUPANCY
 Owner has 15-day grace period after close of escrow and per Clauses 11 & 12 can rent from County following end of grace period until June 15, 1962, for \$70/month plus \$5/month for water service.

ITEM #4 - \$140 is withheld per Clause 13
 Special Note: Clause 16 obligates County to have \$15,500 in escrow by 2-17-63 or deal is void.

ITEM #8 - TITLE EXCEPTIONS
 Clear: 1. Taxes 3. Trust Deed
 4. Agreement of sale.
 Subject to:
 2. Rights of public to use of roadway (Swift Lane).
 o's

E.D. Hodge
 Approval
 County Counsel:
 Date: 12/23/63 Item #
 (faces RC-11)

THE UNIVERSITY OF CHICAGO
LIBRARY
540 EAST 57TH STREET
CHICAGO, ILL. 60637
TEL: 773-936-3000
WWW.CHICAGO.EDU



...with the...
...to an iron pipe in the...
...of said...
...at the...
...with the...
...feet to the point of beginning.

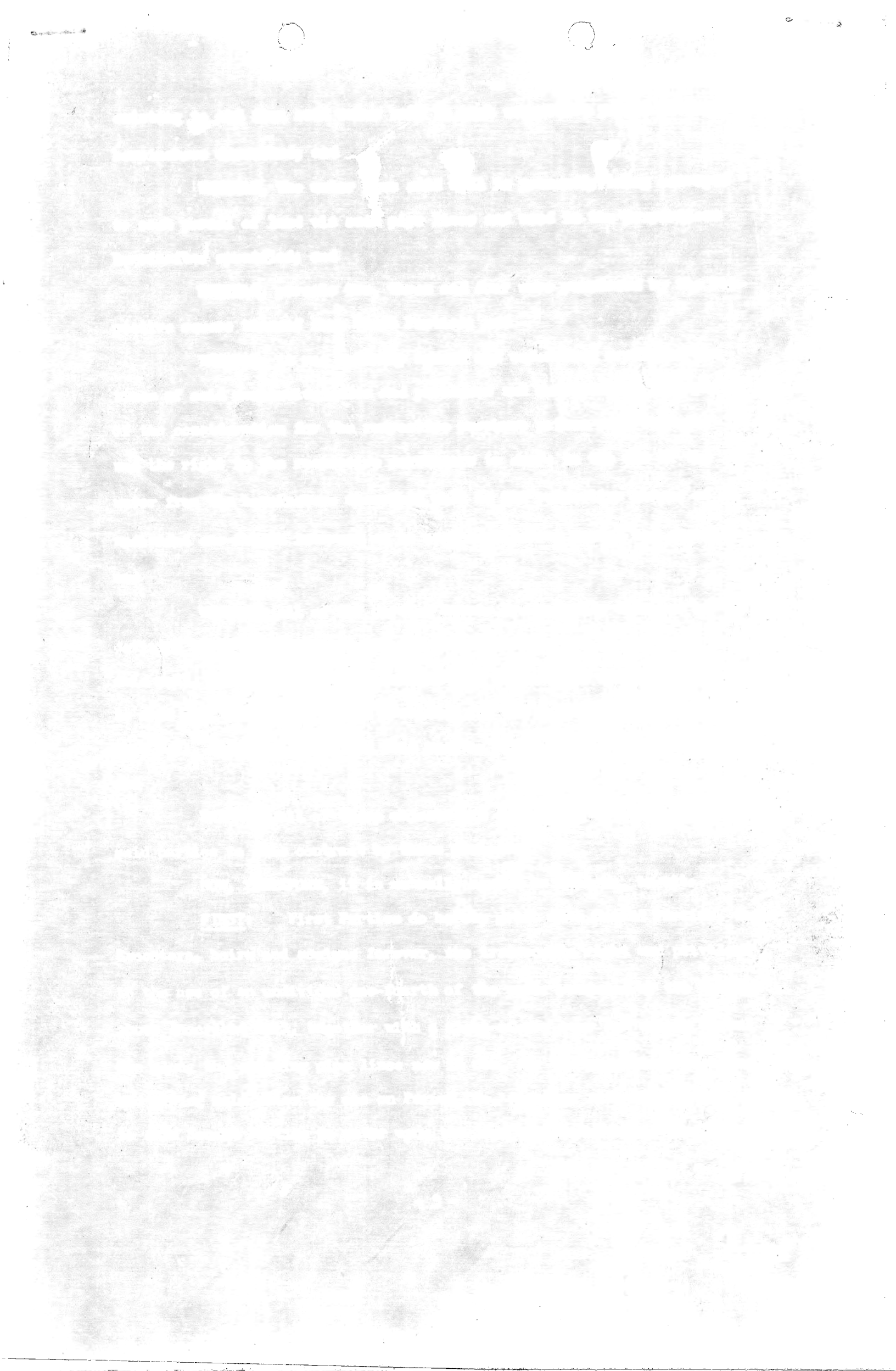
hereinafter and for the purposes of this Indenture called Parcel One; and

WHEREAS, Second Parties are the owners of that certain parcel of land situated in the County of Santa Clara, State of California, described in the Deed from Glen Mercer and M. Ethel Mercer, his wife, to William A. Carroll and Edith Louise Carroll, his wife, which said deed was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on January 21, 1943 in Book 1121 of Official Records, page 286, bearing Recorder's Serial No. 25480, hereinafter and for the purposes of this Indenture called Parcel Two; and

WHEREAS, Third Parties are the owners of that certain parcel of land situated in the County of Santa Clara, State of California, described in the Deed from Glen Mercer and M. Ethel Mercer, his wife, to William A. Mercer and Edith Louise Mercer, his wife, which said deed was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on August 29, 1947 in Book 1500 of Official Records, page 164, bearing Recorder's Serial No. 47713, hereinafter and for the purposes of this Indenture called Parcel Three; and

WHEREAS, Fourth Parties are the owners of that certain parcel of land situated in the County of Santa Clara, State of California, described in the Deed from Glen Mercer and M. Ethel Mercer, his wife, to William Carroll and Geraldine E. Carroll, his wife, which said deed was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on August 29, 1947 in Book 1500 of Official Records, page 164, bearing Recorder's Serial No. 47713, hereinafter and for the purposes of this Indenture called Parcel Four; and

WHEREAS, there is presently existing...
...well complete with pump and...
...and...
...and...



of operating and maintaining said pumping plant and pipe lines, and doing necessary maintenance work on said pumping plant and pipe lines, said easement and right-of-way herein granted for pipe line purposes to be maintained at the location where the present pipe line is now installed.

Article First Parties do hereby grant unto Third Parties, their Executors, heirs and assigns forever, the irrevocable right and privilege to the use of an undivided one-fourth of the water produced by the hereinabove described well, together with a right-of-way over and under Parcel One, along the existing pipe line now in use, for the purpose of securing and taking said water for use on Parcel One, together with the further right to said Third Parties to enter upon the land of First Parties for the purpose of operating said pumping plant, making necessary repairs and replacements, and doing necessary maintenance work on said pumping plant and pipe lines, said easement and right-of-way herein granted for pipe line purposes to be maintained at the location where the present pipe line is now installed.

Article First Parties do hereby grant unto Second Parties, their Executors, heirs and assigns forever, the irrevocable right and privilege to the use of an undivided one-fourth of the water produced by the hereinabove described well, together with a right-of-way over and under Parcel One, along the existing pipe line now in use, for the purpose of securing and taking said water for use on Parcel One, together with the further right to said Second Parties to enter upon the land of First Parties for the purpose of operating said pumping plant, making necessary repairs and replacements, and doing necessary maintenance work on said pumping plant and pipe lines, said easement and right-of-way herein granted for pipe line purposes to be maintained at the location where the present pipe line is now installed.

Article Third Parties do hereby grant unto Second Parties, their Executors, heirs and assigns forever, the irrevocable right and privilege to the use of an undivided one-fourth of the water produced by the hereinabove described well, together with a right-of-way over and under Parcel One, along the existing pipe line now in use, for the purpose of securing and taking said water

16-1024

In witness whereof, the parties have hereunto set their hands and year first hereinafore written.

John W. ...

W. C. ...

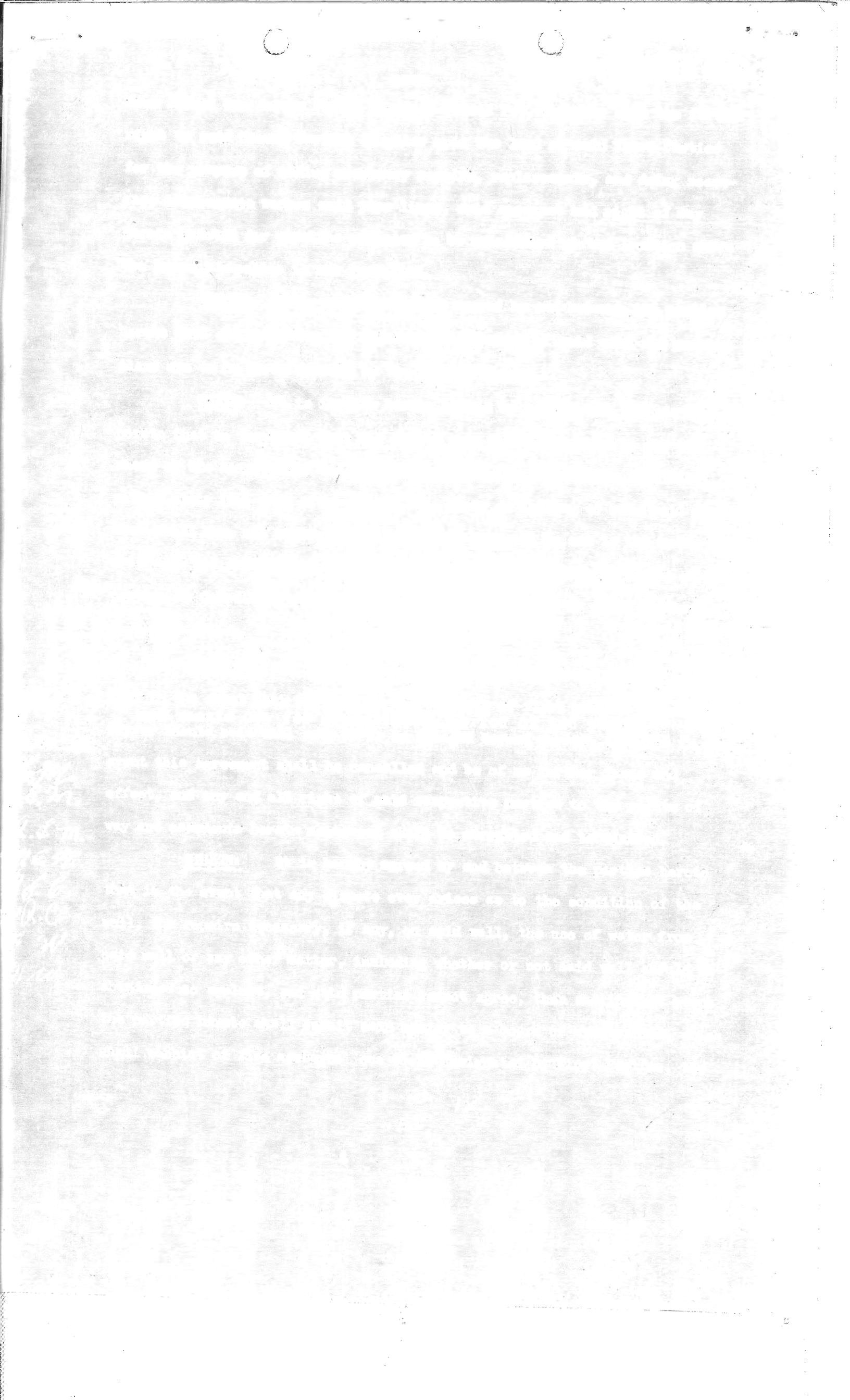
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...



ARTICLE 10. It shall be the duty of the parties to this agreement, their successors and assigns, to preserve their right or rights in and to the water flow and well with the necessary easements and rights of the land thereon, as hereinbefore specified, by taking over the operation of said well and plant for their own account. The parties desisting from the well shall bear all of the expense incident to the rehabilitation and operation of the well for the remainder of its life. All such operations shall be carried out in accordance with the best engineering practice and the parties shall be held liable for any damage or injury to the well or plant resulting therefrom. All such operations shall be carried out in accordance with the best engineering practice and the parties shall be held liable for any damage or injury to the well or plant resulting therefrom.

Any provision set forth in paragraph seventh or eighth of this agreement shall be deemed subordinate to the provisions of this paragraph.

THESE THINGS ARE DONE BY THE POWER OF THE
MIND TO BE SEEN BY THE EYE

THESE THINGS ARE DONE BY THE POWER OF THE
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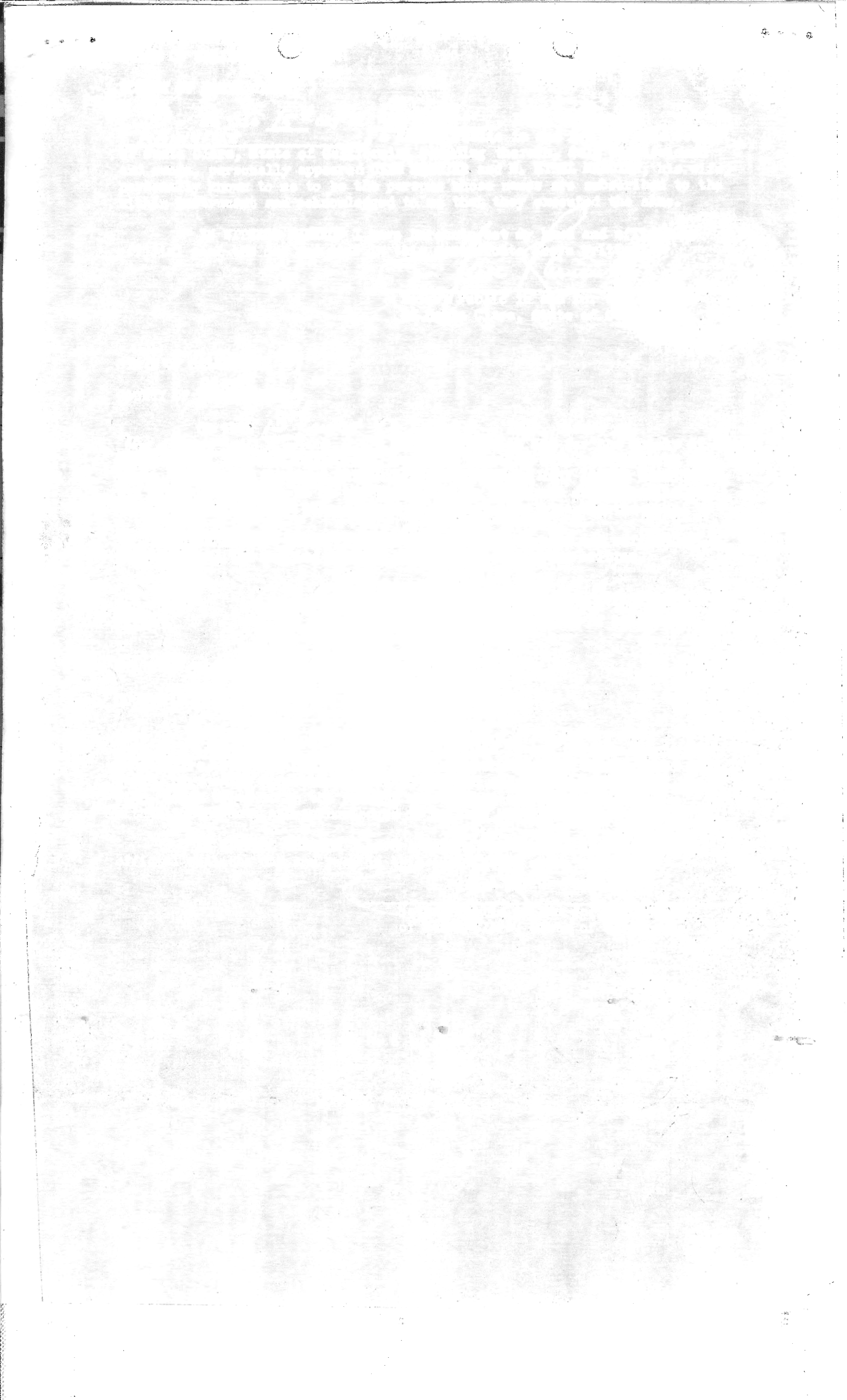
THESE THINGS ARE DONE BY THE POWER OF THE
MIND TO BE SEEN BY THE EYE

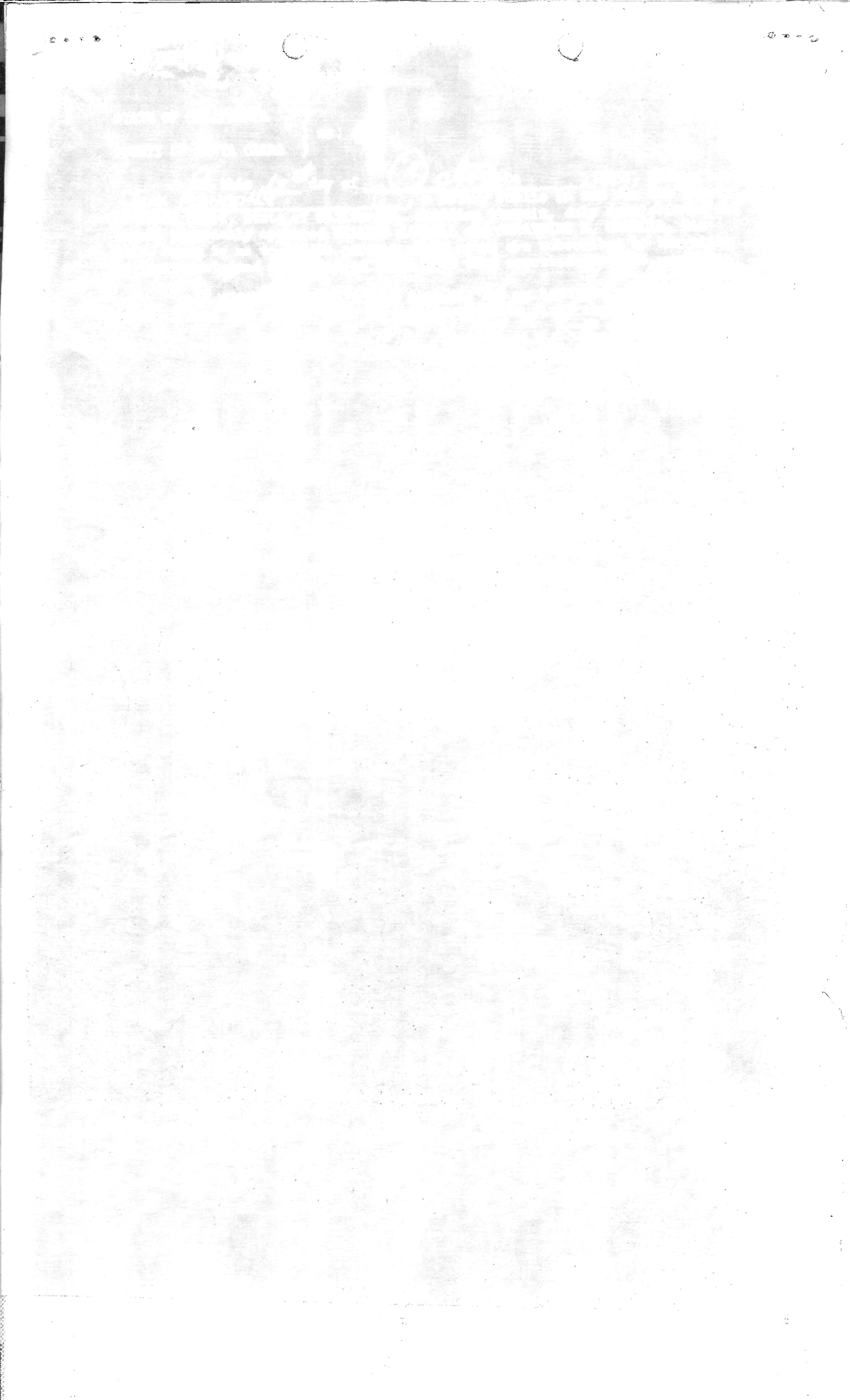
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MIND TO BE SEEN BY THE EYE

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MIND TO BE SEEN BY THE EYE

THESE THINGS ARE DONE BY THE POWER OF THE
MIND TO BE SEEN BY THE EYE





County of Santa Clara

S.D #2



COUNTY COUNSEL SPENDER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

December 13, 1963

Mr. E. D. Hodge
Chief Right of Way Agent
Department of Public Works
County of Santa Clara
San Jose, California

Re: County v. Mercier (Parales)
Reid-Hillview Airport (Parcel No. 3511-15-2)

Dear Mr. Hodge:

Enclosed are five copies of the purchase agreement covering the above parcel, which have been approved as to form. The document labeled "Rental Agreement" prepared by your staff and attached as Exhibit B to the purchase agreement, does not of course meet the standards of the normal county lease, and I construe it as merely a memorandum between the parties of a month-to-month rental arrangement, in addition to the terms set forth in the agreement itself.

The agreement may be presented to the Board of Supervisors for execution by them without the necessity of adopting a resolution of intention to purchase and the subsequent resolution consummating the purchase. Government Code Section 25350 sets forth the basic requirement that county land purchases in excess of \$2,000.00 be initiated by resolution of intention which must be published. However, the section specifically excludes from its requirements the settlement of eminent domain actions and acquisitions for county highways. To follow the resolution procedure in these two instances is therefore unnecessary, time consuming, and costly to the county, and the County Counsel advises that we should no longer follow such procedures.

AGENDA

DATE 12-23-63
ITEM NO. 86
ENC. NO. 10
BOARD ACTION with
encl.

COPY

Mr. E. D. Hodges
December 13, 1963
Page 2

You may therefore present the agreements to the Board for execution advising them that the particular acquisition is in settlement of an eminent domain action.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By *RS*
Richard S. Harrison
Deputy County Counsel

RSH:cw - encl.

cc: ~~Mr.~~ James T. Pott

COPIED

DEPT.

1963

MEMORANDUM

To: Myron L. Jose, Staff Engineer

From: George H. Miller, Senior Negotiator

SUBJECT: Reid Hillview Airport

Date: June 16, 1964

Parcels 3511-15-2, 15-3, 15-4 & 15-5

In accordance with your request, please find attached one copy of the Policy of Title Insurance regarding the following properties:

1. Parales ✓
2. Duarte
3. Borba
4. Perry

GHM:o's

Attachments

county of santa clara



DEPARTMENT OF PUBLIC WORKS JAMES B. ENOCHS, DIRECTOR
SANTA CLARA COUNTY OFFICE BUILDING 20 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA

March 17, 1964

Title Insurance & Trust Company
66 North First Street
San Jose 13, California

Attention: Mrs. Ortiz

Subject: Order #240592 - Parcel #3511-15-2
Parales (Mercier) Property
Reid Hillview Airport

Gentlemen:

The condition set forth in paragraph 12 of the Agreement constituting part of the preliminary instruction in the above-referenced escrow have been met and you are hereby authorized and instructed to release the \$140.00 which has been held in said escrow.

The current address of Mr. and Mrs. Edward B. Parales is 2631 Lombard Street, San Jose.

Very truly yours,

Justin F. Mitchell
Right of Way Agent

JFM:fm

c.c.: Mr. & Mrs. E.B. Parales

COPY

County of Santa Clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

February 26, 1964

Mrs. Jean Pullan, Clerk
Board of Supervisors
County of Santa Clara
70 West Hedding Street
San Jose, California

Re: County v. Mercier, Parales, et al.
Reid-Hillview Airport Acquisition
Parcel No. 3511-15-2

Dear Mrs. Pullan:

Enclosed for your files please find a grant deed, a certificate accepting deed and an original policy of title insurance covering property formerly owned by Parales-Mercier and acquired by the County for expansion of Reid-Hillview Airport. The tax cancellation has already been prepared, and this acquisition is therefore completed.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By *RSH*
Richard S. Harrison
Deputy County Counsel

RSH:cw - encl.

cc: Department of Public Works
Right of Way Section

COPY

February 7, 1964

Mr. C. J. MacPherson
Business Manager
Department of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Subject: Reid Hillview Airport
Parcel No. 3511-15-2
Parales

Dear Mr. MacPherson:

The following information pertains to the above parcel.

- Deed to County recorded on January 31, 1964.
- Property vacated pursuant to Order for Possession.
- Keys to be delivered to Business Management pursuant to agreement.
- Keys attached.
- Construction requires clearance of all improvements by _____.
- Property may be rented until approximately June 15, 1964.

Your attention is called to the Right of Way Data Sheet for property address, description of improvements purchased and other pertinent data relative to occupancy.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

JAMES H. WHITCOMB

EDH:JHW:

county of san clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

January 15, 1964

Mr. John Turner
511 East Campbell Avenue
Campbell, California

Re: County Purchase from Paraless (Mercier)
Parcel No. 3511-15-2

Dear Mr. Turner:

We wish to advise you that the County has deposited in escrow the purchase price for this property. If you have not done so already, the deed should be deposited by you at this time.

Thank you for your cooperation.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By *RSH*
Richard S. Harrison
Deputy County Counsel

RSH:cw

cc: Department of Public Works
Right of Way Section

RECEIVED
PUBLIC WORKS
JAN 15 1964

COPY

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

January 15, 1964

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Title Insurance & Trust Company
66 North First Street
San Jose 13, California

Re: Order No. 240592 - Parcel No. 3511-15-2
County v. Mercier, Parales, et al.
(Reid-Hillview Airport)

Gentlemen:

Enclosed is a county warrant in the sum of \$15,500 representing the purchase price for the property covered by the above order number and the subject of your preliminary title report dated August 27, 1962. Also enclosed is a copy of the purchase agreement whereby this property is being purchased by the County and a certificate of acceptance of deed.

You are instructed to pay the proceeds of the warrant only after you have issued a policy of title insurance showing title to be in the County free and clear of all liens and encumbrances except item number 2 as shown on your preliminary title report of August 27, 1962. Real property taxes for the fiscal year 1963-64 shall be prorated as of the date of close of escrow.

Kindly notify me by telephone on the day that this escrow closes and also the recorder's serial number. In that way we can process the tax cancellation without waiting for the recorded deed to arrive. We do not want the lien of the second installment of real property taxes to appear on the policy of title insurance. The County will pay the cost of title insurance. No revenue stamps are to be affixed to the deed.

COPY

Title Insurance & Trust Company
January 15, 1964
Page 2

I am also sending along at this time a letter addressed to Mr. Frank Thomas of the County Public Works Department. Kindly date and sign this letter on the day that title passes to the County and send to Mr. Thomas so that he can make appropriate records as to the County's ownership.

Kindly send the recorded deed and policy of title insurance to my attention.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By
Richard S. Harrison
Deputy County Counsel

RSH:cw - encl.

cc: Department of Public Works
Right of Way Section

STATE OF TEXAS
COUNTY OF

JAN 15 8 55 AM '64

PUBLIC WORKS
RECEIVED

COMMUNICATIONS
SECTION
RECEIVED

December 27, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reid Hillview Airport
3511-15-2 - Parales

Dear Mr. Williams:

Attached are the following papers:

- () Deed
- (x) Certificate of Acceptance
- (x) Rental Letter
- ()

Please process these papers in accordance
with standard procedure.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:GHM:o's

Reid Hillview Airport
3511-15-2 - Parales

Mr. Frank Thomas
Department of Public Works
20 West Rosa Street
San Jose, California

Dear Sir:

The property located at 2079 Tully Road, San Jose
is now vested in the County of Santa Clara.

^{owner}
This property is ~~tenant~~ occupied ~~and the next rental~~
~~payment due to the County is payable on~~ _____.

Very truly yours,

Escrow Officer
Western Title Company

cc: R/W Department

RENTAL AGREEMENT

This agreement, by and between Santa Clara County, lessor,
and Edward B. & Esther M. / Parales, lessee, covers the rental of
one frame dwelling at 2079 Tully Road, San Jose, California.

It is agreed that the rental of \$70.00 per month and \$5.00 for
water service shall be on a month-to-month basis, payable in
advance starting fifteen (15) days following the date of recor-
dation of title.

It is understood and agreed that lessee's occupancy under this
agreement shall not extend beyond June 15, 1964.

Signed: _____

Executed this _____ day of _____, 19____.

EXHIBIT

B

MEMORANDUM

To: All R/W Agents

From: E. D. Hodge *EDH*

SUBJECT: Submission of agreements to
Board of Supervisors

Date: December 16, 1963

Attached is a letter from Richard Harrison of County Counsels office advising this office of the latest procedure regarding agendizing of agreements.

Please read attached letter and initial below.

Future processing of Board material will conform to this latest procedure.

EDH:GHM:fm

JFM *JFM*
EAF *EAF*
RA *RA*
JW *JW*
FBS *FBS*
JB *JB*
GHM *GHM*

county of santa clara

COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

December 13, 1963

Mr. E. D. Hodge
Chief Right of Way Agent
Department of Public Works
County of Santa Clara
San Jose, California

Re: County v. Mercier (Parales)
Reid-Hillview Airport (Parcel No. 3511-15-2)

Dear Mr. Hodge:

Enclosed are five copies of the purchase agreement covering the above parcel, which have been approved as to form. The document labeled "Rental Agreement" prepared by your staff and attached as Exhibit B to the purchase agreement, does not of course meet the standards of the normal county lease, and I construe it as merely a memorandum between the parties of a month-to-month rental arrangement, in addition to the terms set forth in the agreement itself.

The agreement may be presented to the Board of Supervisors for execution by them without the necessity of adopting a resolution of intention to purchase and the subsequent resolution consummating the purchase. Government Code Section 25350 sets forth the basic requirement that county land purchases in excess of \$2,000.00 be initiated by resolution of intention which must be published. However, the section specifically excludes from its requirements the settlement of eminent domain actions and acquisitions for county highways. To follow the resolution procedure in these two instances is therefore unnecessary, time consuming, and costly to the county, and the County Counsel advises that we should no longer follow such procedures.


George C. Hodge

Mr. E. D. Hodge
December 13, 1963
Page 2

You may therefore present the agreements to the Board for execution advising them that the particular acquisition is in settlement of an eminent domain action.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By 
Richard S. Harrison
Deputy County Counsel

RSH:cw - encl.

cc: Mr. James T. Pott

MEMORANDUM

To: All R/W Agents

From: E. D. Hodge

SUBJECT: Submission of agreements to
Board of Supervisors

Date: December 16, 1963

*The memo also
in Gen. office
JPH*

Attached is a letter from Richard Harrison of County Counsels office advising this office of the latest procedure regarding agendizing of agreements.

Please read attached letter and initial below.

Future processing of Board material will conform to this latest procedure.

EDH:GHM:fm

JFM
EAF
RA
JW
FBS
JB
GHM

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

December 11, 1963

Richard S. Harrison
Parales

Mr. John Turner
511 East Campbell Avenue
Campbell, California

Re: County of Santa Clara v. Mercier

Dear Mr. Turner:

The County's right of way office advises me that an agreement has been reached settling the above-titled litigation. Therefore, it will not be necessary for the Parales to file an answer. Every effort will be made to complete the necessary paperwork so as to complete this purchase as soon as possible.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By *RS*
Richard S. Harrison
Deputy County Counsel

RSH:cw

cc: Department of Public Works
Right of Way Section

RECEIVED
DEPT. OF PUBLIC WORKS
SAN JOSE, CALIF. 95133
DEC 15 1 58 PM '63

COPY

SCC. No. 148905
Santa Clara County vs
Cher Mercier et al
Reid Hillview Airport

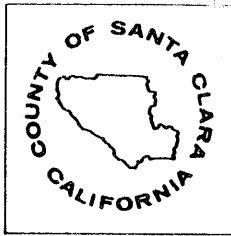
PROOF OF SERVICE 3511-~~14~~-148905 15-2

I am and was at the time of the service of the summons complaint and his pendens attached hereto, a citizen of the United States, over the age of eighteen years, and not a party to the within entitled action.

I personally served the attached summons, complaint and his pendens on the herein named defendant S, whom deponent knew to be the person S named in the said action by delivering to and leaving with _____ said defendant S personally, at the place hereinafter set forth in the State of California, County of Santa Clara, and at the time set opposite _____ respective name S, a copy of said _____ attached to a copy of the complaint referred to in said summons.

Name of Defendants Served	Place Where Served	Date of Service
<u>Edward B. Peralis</u>	<u>San Jose</u>	<u>Nov 22, 1963</u>
<u>Esther M. Peralis</u>	<u>"</u>	<u>"</u>
<u>John D. Turner</u>	<u>"</u>	<u>"</u>

I declare under penalty of perjury that the foregoing is true and correct. Executed on Nov 26, 1963, at San Jose, California.



DEPARTMENT OF PUBLIC WORKS
SANTA CLARA COUNTY OFFICE BUILDING
CIVIC CENTER

JAMES B. ENOCHS, DIRECTOR
20 WEST HEDDING STREET
SAN JOSE 10, CALIFORNIA

Title Insurance & Trust Company
66 North First Street
San Jose, California

Subject: Owner: C. Mercier
Project: Reid-Hillview Airport
Parcel No.: 3511-15-2
Escrow No.: 240592

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from August 27, 1962 the date of our preliminary report to *June 3, 1963* at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

W. G. Ragland, Title Officer

July 10, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Rose Street
San Jose, California

Subject: Reid-Hillview Airport - Project No. 3511

Dear Mr. Williams:

Transmitted herewith are requests for condemnation concerning the Reid-Hillview Airport expansion on the following properties:

<u>Vestee</u>	<u>Parcel Numbers</u>
Cadalbert	3511-14-5
Lujan	3511-14-8
Tabares	3511-14-12
Torres	3511-14-13
Crutcher	3511-14-18
Di Salvo	3511-14-20, 21, 22
Mercier (Parales)	3511-15-2
Home Mutual S. & L. (Guardian Capital Co.)	3511-15-12,13

The following documents are enclosed:

1. Suit Data Sheet-original and 2 copies
2. Property Data Sheet-original and 5 copies each
3. Updated Title Reports-1 each parcel
4. Descriptions-refer to title report (every parcel is a full take)
5. Property Plats -refer to title report (every parcel is a full take)
6. Termini Map- 10 (each parcel is colored where condemnation is being requested)

Mr. Spencer M. Williams

Page 2

July 10, 1968

All utility relocations are to be handled by Engineering. There are no other known off-record interests.

Upon completing the necessary proceedings for filing requested condemnation action, please return a completed copy of the enclosed data sheet for our right of way file.

Please advise if any further documents or other information is needed.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EMH:WHE:ois

Enclosure

MEMORANDUM

To: Right of Way From: Frank Thomas
SUBJECT: Reid Hillcrew Prop. Date: 3/17/67
Reid Hillcrew 2076 Sully Rd.

This is to certify that this dept made an inspection of the above named premises & found them quite in order. Keys are now in this office. Funds may be released.

Frank Thomas

2631 Lombard -
Off Capitol -
Fees -
Keys -

3/14/63 Met Mr & Mrs. V. made offer acceptable.

3/16th worked out details

3/18 Met for signatures. Should not sign until new house was OK. It appeared to have title problems with new house. They wanted me to work out title problem on new house. Told them to get an attorney or call Realty Advisory Service (J. Bellamy) or some similar person.

3/20 Went to home for signatures. They did not keep appt.

3/21 Mr. Turner Fe 83366, a mtg. loan man will negotiate for them. He wants more money based upon his appraisal. Told him absolutely no! \$4,500 is max. He said he'd count + loan. Told him that because of personal problems we would please not make any more calls until we are ready to serve. Told him that we may buy out Mercier's (the vendor) interest.
Suggest filing Suit

4/1 Turner phoned. I promised contact

4/4 made appt for 4/5 0900

4/5 met Turner. Reaffirmed offer of \$14,500.

He says \$15,950 of note charm, golf course.

Says we'll have to sue.

254

10-17-63 Talked with Turner. Offered him \$15,000 even. He wants \$15,810⁴⁶ but would take \$15,810⁰⁰. He has appraised property. Mentioned his cost approach and he has 10% depreciation. Talked about how Perales will have to pay more to replace their investment.

11-15-63 Offered to come half way with Turner to 15,500. He will recommend this, subject to his approval of agreement about to rent until June 15, 1963 at \$72 per month.

11-22-63 Turner came in before Perales. Knut picked Clause # 6, Perales came on. They mentioned the aluminum awnings had them excluded in his contract - add \$15.00 that item Perales as Turner has many tedious objections to terms of agreement.

11-25-63 Talked again with Turner. More technicalities on Turner's

Time table on airport

CAMPBELL MORTGAGE COMPANY

JOHN D. TURNER
MORTGAGE BROKER

511 E. CAMPBELL AVE.
CAMPBELL, CALIFORNIA
FR 8-2121

Sales Agmt June 1957

\$10,000 @ \$70/mo. incl. ~~6 1/2%~~
1,000 down

\$9,000 bal @ \$70/mo incl. .065 int.

	<u>.065</u>
	45000
	<u>54000</u>
12	<u>585.00</u>
	48.

	<u>.065</u>
	8000
	<u>520.000</u>

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid-Hillview Parcel No.: 14-11
 Grantor Catarina, Carlos Telephone: none Entire Area: _____
 Property Address: Cunningham Ave, near Swift Lane 8,250 sq. ft. or .19 ac
 Mailing Address: 53 Pleasant St., San Jose Part Required: _____
 Jurisdiction: _____ 8,250 sq. ft. or .19 ac
 Remainder: None _____ ac

Unit Land Cost: Budget Appraisal O.I.P.
 Sq. Ft.: \$ 0.30 196__ 1962 Deposit Settlement
 Acre: \$ 13,158
 Land Acquired: \$2,500 \$2,500
 Sq. Ft.: 8,250
 Acre: 0.19

Improvements: 1,500 1,500

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$4,000 \$4,000

Project Budget Data

Total Authorized: Cash Payment in this Contract:
 Balance after this Acquisition: % Obligated to Date:
 Current Indicated Budget Status - Budget Excess: Budget Deficit:

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. x Title Exceptions
- 10.
- 11.
- 12.

<u>Description of Improvement Acquired</u>			
<u>No. of Rooms</u>	<u>Area Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>
One story frame residence			
5	883	10	Poor

ITEM #9 - TITLE EXCEPTIONS
 Clear:
 1. Taxes
 County Take subject to:
 2. Road R/W

Title Co.: T. I. & Trust
 # 240602 Date: Oct. 23, 1962
 Grantor Acquired Date: Sept. 21, 1951
 I.R.S. \$1,65
 Appraised by: Staff
 Date: 12/62
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: No
 O.I.P. : _____
 Agreements: Attached
 Resolutions: _____
 Deeds: In R/W File Maps: Attached
 Negotiating Agent: Walter J. Doyle
 Dep. County Counsel: _____

AGENDA

DATE 4-15-63
 ITEM NO. 24c
 ENC. NO. 18

BOARD ACTION

Adopted resolution of intention to purchase. Hearings 5-14-63 10:00 a.m.

J.P. Sullivan
 Approval

To County Counsel: _____
 Agenda: Item# 5/16/63 C.S.

4/15/63

BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TITLE COMPANY
CONTROLLER
PUBLIC WORKS

Project: Red Hillview
Parcel No.: 1411
Grantor: Carlos, C.

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Catarino Carlos and Mary V. Carlos

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 Four Thousand Dollars-----
(\$ 4,000.00).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except Exception 2 of Report 240602 dated August 27, 1962

and agrees that said deed will be deposited with the & Trust Title Insurance Company in escrow account no. 240602 not later than 45 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.

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 heret have executed this agreement on the dates hereinbelow shown.

Executed by the County of Santa Clara, State of California, this _____ day of MAY 13 1963, 19____.

COUNTY OF SANTA CLARA

By *[Signature]*
Chairman of the Board of Supervisors

Executed by the Owner this 31st day of MARCH, 1963.

OWNER

Catavino Carlos

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

[Handwritten signature]

By *Gerald J. Thompson*
Deputy County Counsel

53 PLEASANT ST
SAN JOSE

BOARD OF SUPERVISORS
COUNTY COUNSEL
OWNER
TITLE COMPANY
CONTROLLER
PUBLIC WORKS

Project: Reid Hillview
Parcel No.: 14-11
Grantor: CARLOS, C.

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and CATARINO CARLOS AND MARY V. CARLOS, 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 Four Thousand Dollars (\$ 4000⁰⁰).

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 Exception Secours of report 240602 DATED August 27, 1962

and agrees that said deed will be deposited with the AND TRUST Title Insurance Company in escrow account no. 240602 not later than 45 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.

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 _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this 31st day of MARCH
1963.

OWNER

x Catalino Carlos

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

Spencer M. Williams

By _____
Deputy County Counsel

53 PLEASANT ST
SAN JOSE

EAH
Whitcomb

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

June 28, 1963

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

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

Project: **Reid-Hillview** *350-19-11*
Parcel No.: **240602**
Grantor: **Catarino and Mary V. Carlos**
Deed Recorded: Date: **(2415108) June 4, 1963**
Book: **6049**
Page: **388**

SPENCER M. WILLIAMS
County Counsel

s/ **John B. Gunn**

By
Deputy County Counsel

sh

Copies:

✓ Public Works - Right of Way Section
County Counsel

county of santa clara



COUNTY COUNSEL

SPENDER M. WILLIAMS, COUNTY COUNSEL

May 31, 1963

Title Insurance and Trust Company
66 North First Street
San Jose 13, California

Re: Escrow No. 240602 - Project: Reid-Hillview
Catarino Carlos and Mary V. Carlos, Owners
County of Santa Clara, Purchaser

Gentlemen:

This letter and the enclosed agreement of sale will constitute your escrow instructions in connection with the above purchase.

1. You are authorized and instructed to receive into escrow the enclosed warrant in the sum of \$4,000.
2. You are instructed to receive an executed grant deed from owners having a property description corresponding to that used in the agreement of sale. A certificate of acceptance of deed is enclosed. Upon receipt of said deed, you are instructed to issue a title insurance policy in favor of the County of Santa Clara, insuring title free and clear of all liens and encumbrances. Purchaser will, however, take subject to item number two of your title report number 240602, dated August 27, 1962. Title shall be insured in the amount of the purchase price.
3. Taxes will be prorated as of the close of escrow in accordance with provision number five of the agreement of sale.
4. Purchaser will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way Section.
5. You are further instructed that no revenue stamps are to be issued.

COPY

Title Insurance and Trust Company
May 31, 1963
Page 2

6. Upon close of escrow, please forward the recorded deed and title insurance policy to the Office of the County Counsel for inspection and approval.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By
Gerald J. Thompson
Deputy County Counsel

GJT:ew

Enc: Warrant
Certificate of Acceptance
Agreement of Sale
Grant Deed

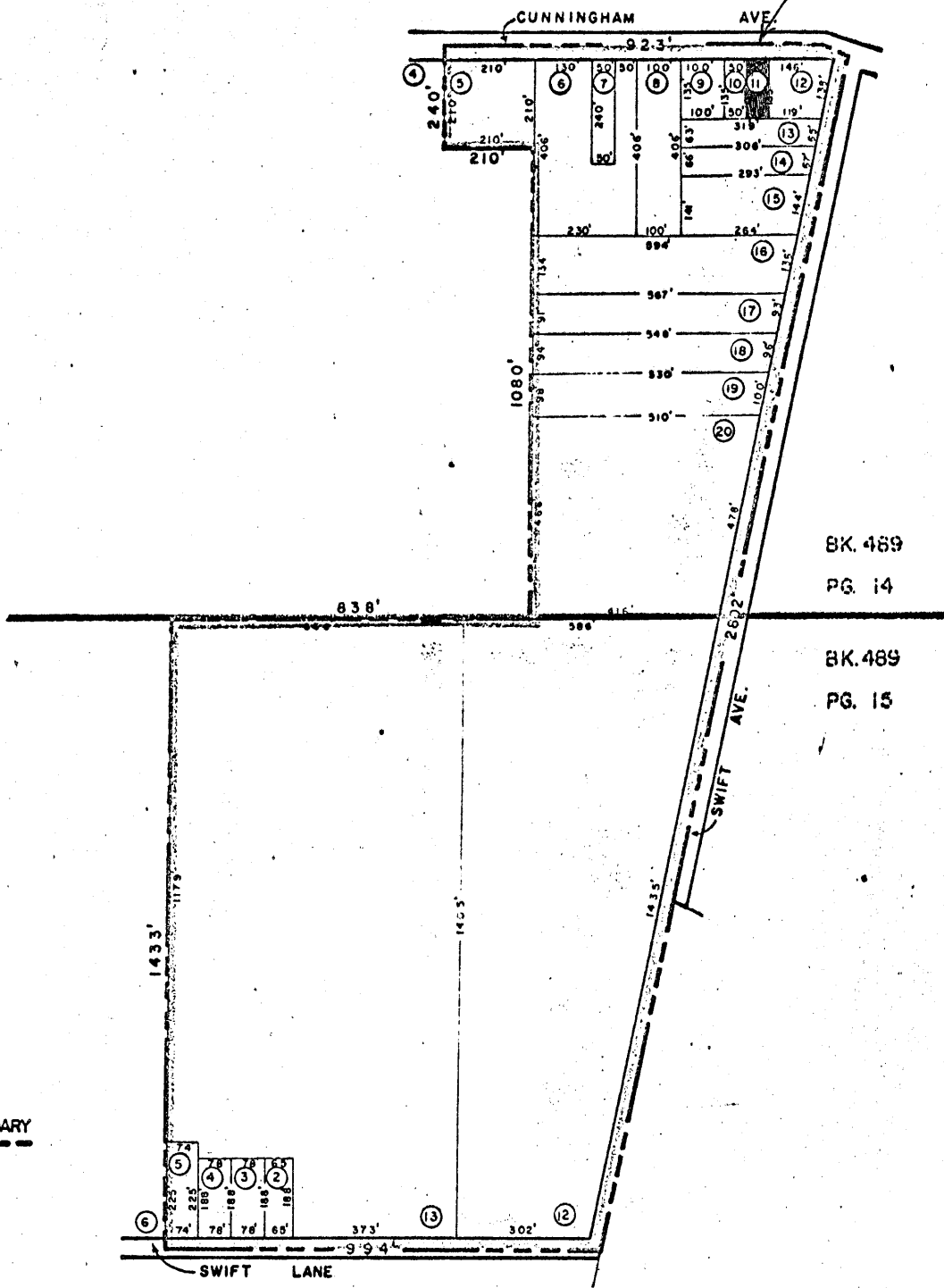
cc: ~~Department of Public Works~~
Right of Way Section

CORNER ENGINEERS

JUN 2 1963

DEPT. OF PUBLIC WORKS
RECEIVED

DEPT. OF PUBLIC WORKS
RECEIVED
JUN 5 1963



BK. 489

PG. 14

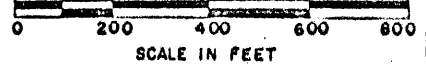
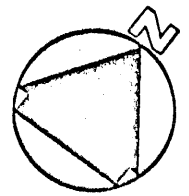
BK. 489

PG. 15

PROJECT BOUNDARY

SWIFT LANE RENEWAL PROJECT PROPERTY MAP

OCTOBER 1961



REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE, CALIF



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

October 23, 1962

- . Department of Public Works
- . 20 West Rosa Street
- . San Jose, California

IMPORTANT

When replying refer to
Our No. **240602**

Fee: \$52.50

Your No.

Hillview Airport

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m. *B. M. Blanchard*
B. M. Blanchard Title Officer

Vestee: **CATARINO CARLOS and MARY V. CARLOS,**
his wife, as joint tenants

Exceptions:

First: Taxes for the fiscal year 1962-63 now a lien, but not yet due or payable, including personal property tax, if any.

Second: Right of the public to use as a roadway so much of the premises as lies within the bounds of Cunningham Avenue.

Note 1: The above vestees acquired title to premises by Trustee's Deed from San Jose Abstract & Title Insurance Co., a corporation, dated September 21, 1951, recorded September 21, 1951 in Book 2281 Official Records, page 614, and to which Deed there were affixed Revenue Stamps in the sum of \$1.65.

Note 2: This Report includes an examination of the Municipal Records of the City of San Jose as to Taxes, Assessments and/or Bonds.

Note 3: Both installments of County and City Taxes for the fiscal year 1961-62 have been paid. Assessment Number 489-14-11. Code Number 44-75.

First installment	\$34.00
-------------------	---------

Second installment	\$34.00
--------------------	---------

Note 4: The assessed valuations of premises for County and City Taxes for the fiscal year 1961-62 are as follows:

Assessed value of real estate	\$500.00
Assessed value of improvement	300.00
Assessed value of personal property	none

The address of the above vestees as disclosed by the County Tax Rolls for the fiscal year 1961-62 is 53 Pleasant Street, San Jose, California.

DESCRIPTION

For description of the real property referred to herein see Exhibit A attached hereto and made a part hereof.

et/mf

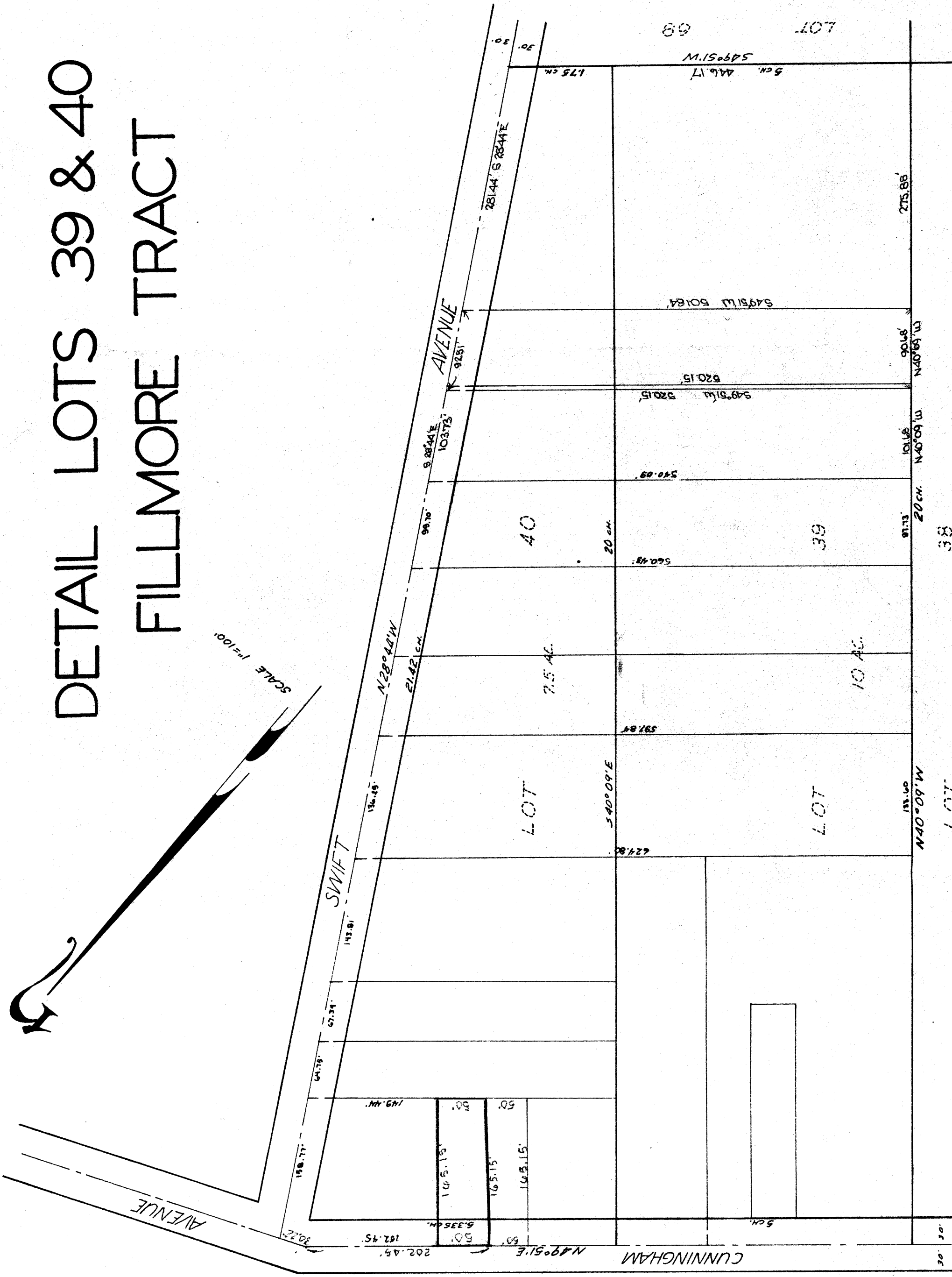
EXHIBIT A

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

BEGINNING at a point in the center line of Cunningham Avenue, distant thereon South $68^{\circ} 12'$ West 30.22 feet and South $49^{\circ} 51'$ West 152.45 feet from the point of intersection of said center line of Cunningham Avenue with the center line of Swift Avenue, as shown on the Map hereinafter referred to; thence running along said center line of Cunningham Avenue, South $49^{\circ} 51'$ West 50.00 feet; thence leaving said center line and running parallel with the line dividing Lots 39 and 40, as shown upon the Map hereinafter referred to, South $40^{\circ} 09'$ East 165.15 feet; thence parallel with the center line of Cunningham Avenue, North $49^{\circ} 51'$ East 50.00 feet; thence parallel with the line dividing said Lots 39 and 40, North $40^{\circ} 09'$ West 165.15 feet to the point of beginning, and being a portion of Lot 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

DETAIL LOTS 39 & 40 FILLMORE TRACT

SCALE 1"=100'



2415108

Assessment No. 489-14-11

Application No. 2415108 WER

BOOK
PAGE

Grant Deed Individual

CATARINO CARLOS and MARY V. CARLOS,
his wife, as joint tenants

do hereby GRANT TO

COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

the second part of all that real property situated in the
CITY OF SAN JOSE

County of Santa Clara, State of California, described as follows:

2415108

BOOK PAGE 383

DATE

The Company and Trust Company

JAN 2 21 PM 1953

COUNTY OF SANTA CLARA

D.H.

Below space for Recorder

BEGINNING at a point in the center line of Cunningham Avenue, distant thereon South 68° 12' West 30.22 feet and South 49° 51' West 152.43 feet from the point of intersection of said center line of Cunningham Avenue with the center line of Swift Avenue, as shown on the Map hereinafter referred to; thence running along said center line of Cunningham Avenue, South 49° 51' West 50.00 feet; thence leaving said center line and running parallel with the line dividing Lots 39 and 40, as shown upon the Map hereinafter referred to, South 40° 09' East 165.15 feet; thence parallel with the center line of Cunningham Avenue, North 49° 51' East 50.00 feet; thence parallel with the line dividing said Lots 39 and 40, North 40° 09' West 165.15 feet to the point of beginning, and being a portion of Lot 40, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book C of Maps, at page 57.

THESE deeds were READ and DELIVERED IN THE PRESENCE OF:

day of March 19 53

Walter J. Doyle
WALTER J. DOYLE

Catarino Carlos
Mary V. Carlos

CITY OF CALIFORNIA
CITY OF SANTA CLARA

On this 21st day of March 1953, before me, Notary Public for the County of Santa Clara, State of California, personally appeared

2415108

4.

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ACCEPTING THE GRANT OFFER OF THE UNITED STATES OF AMERICA THROUGH THE FEDERAL AVIATION AGENCY IN THE MAXIMUM AMOUNT OF \$22,145 TO BE USED UNDER PROJECT NO. 8-06-0225-01, IN THE DEVELOPMENT OF REID HILLVIEW AIRPORT

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California as follows:

1. That the County of Santa Clara shall accept the Grant Offer of the United States of America in the amount of \$22,145 for the purpose of obtaining Federal Aid under Project No. 8-06-0225-01 in the development of Reid Hillview Airport; and

2. That the Chairman of the Board of Supervisors of the County of Santa Clara is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Part II - Acceptance) on behalf of the County of Santa Clara; and the Clerk of the Board of Supervisors is hereby authorized and directed to attest the signature of the Chairman and to impress the official seal of the County of Santa Clara on the aforesaid statement of Acceptance; and

3. A true copy of the Grant Offer referred to herein is attached hereto and made a part hereof.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California on JUN 2 2 1971,

by the following vote:

AYES: Supervisors Mehrkens Sanchez Calvo Cortes

NOES: Supervisors NONE

ABSENT: Supervisors Quinn

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors

Jean Pullan

[Signature]
Chairman of the Board of Supervisors

Approved as to form

Gerald Thompson
Dep/Asst. County Counsel

7 certified to Public Works

JUN 2 2 1971 *[Signature]*

L & B Financing
etc

Form Approved.
Budget Bureau No. 04-R0006.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

PROJECT APPLICATION

(For Federal Aid for Development of Public Airports)

Part I-PROJECT INFORMATION

The County of Santa Clara (herein called the "Sponsor") hereby makes application to the Federal Aviation Administration (hereinafter called the "FAA"), for a grant of Federal funds pursuant to the Federal Airport Act and the Regulations issued thereunder, for the purpose of aiding in financing a project (herein called the "Project") for development of the Reid Hillview Airport of Santa Clara County Airport (herein called the "Airport") located in San Jose State of California.

It is proposed that the Project consist of the following-described airport development:

Land acquisition, airport development (5.1 acres)

all as more particularly described on the property map attached (hereto as Exhibit "A") * ~~as Exhibit "A" to Project Application dated~~ ~~Project No.~~ ~~and in the plans and specifications~~ ~~submitted to the FAA on~~ ~~made a part hereof~~

*Strike out the inappropriate clause.

THE FOLLOWING IS A SUMMARY OF THE ESTIMATED COSTS OF THE PROJECT:

ITEM	TOTAL ESTIMATED COST	ESTIMATED SPONSOR'S SHARE OF COST		ESTIMATED FEDERAL SHARE OF COST	
		AMOUNT	PER-CENT.	AMOUNT	PER-CENT.
1. LAND COSTS	\$40,860	18,910	46.3	21,950	53.7
2. CONSTRUCTION COSTS	--				
3. ENGINEERING AND SUPERVISION COSTS	--				
4. ADMINISTRATIVE COSTS	363				
5. Total of 2, 3, and 4 above	363	168	46.3	195	53.7
6. CONTINGENCIES	--	--		--	--
7. TOTAL ALL ESTIMATED PROJECT COSTS (Items 1, 5, and 6)	\$41,223	\$19,078		\$22,145	

Part II—REPRESENTATIONS

The Sponsor hereby represents and certifies as follows:

1. **Legal Authority.**—The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the Act and the Regulations; (2) to accept, receive, and disburse grants of funds from the United States in aid of the Project, on the terms and conditions stated in the Act and the Regulations; and (3) to carry out all of the provisions of Parts III and IV of this Project Application.

2. **Funds.**—The Sponsor now has on deposit, or is in a position to secure, \$ -- for use in defraying the costs of the Project. The present status of these funds is as follows:

Sponsor acquired ownership of Project property in 1964.

3. **Compatible Land Use.**—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Ordinance N.S. 1200.16, enacted February 26, 1940 regulates the erection and maintenance of obstructions dangerous to aerial transportation adjacent to or near public air navigation facilities. Santa Clara County proposes compatible zoning in the area. Adjacent lands lie within the city of San Jose.

4. Approvals of Other Agencies.—The Project has been approved by all non-Federal agencies whose approval is required, namely:

State Clearinghouse
Metropolitan Clearing House-Association of Bay Area
Governments

5. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

6. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Parts III and IV of the Project Application, either by limiting its legal or financial ability or otherwise, except as follows:

None

7. Land.—(a) The Sponsor holds the following property interest in the following areas of land¹ which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A": ←

Title in fee, free and clear of all liens, easements,
encumbrances and adverse interests in all airport property.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

¹ State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.
(9-64)

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land' on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land' which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

None

8. Exclusive Rights. There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

¹ State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

Part III—SPONSOR'S ASSURANCES

In order to furnish the assurances required by the Act and Regulations the Sponsor hereby covenants and agrees with the United States, as follows:

1. These covenants shall become effective upon acceptance by the Sponsor of an offer of Federal aid for the Project or any portion thereof, made by the FAA and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under this Project, but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project.

2. The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes: *Provided*, That the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; *And Provided Further*, That the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

3. The Sponsor—

a. Will not grant or permit any exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349(a)) at the airport, or at any other airport now or hereafter owned or controlled by it;

b. Agrees that, in furtherance of the policy of the FAA under this covenant, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

c. Agrees that it will terminate any existing exclusive right to engage in the sale of gasoline or oil, or both, granted before July 17, 1962, at such an airport, at the earliest renewal, cancellation, or expiration date applicable to the agreement that established the exclusive right; and

d. Agrees that it will terminate any other exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Federal Airport Act.

4. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of

this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the Sponsor will insert and enforce provisions requiring the contractor;

(1) to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; *Provided*, That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b. the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

5. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any service of a nonaeronautical nature or to obligate the Sponsor to furnish any particular nonaeronautical service at the Airport.

6. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes: *Provided*, That nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; *And Provided Further*, That nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

*Relates to
operating an
airport if
we relocate*

7. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23, as applied to Section 77.27, Part 77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land.

8. All facilities of the Airport developed with Federal aid and all those usable for the landing and taking off of aircraft, will be available to the United States at all times, without charge, for use by military and naval aircraft in common with other aircraft, except that if the use by military and naval aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. Unless otherwise determined by the FAA, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by military and naval aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or during any calendar month that:

a. Five (5) or more military or naval aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement and each takeoff as a movement) of military or naval aircraft is 300 or more, or the gross accumulative weight of military or naval aircraft using the Airport (the total movements of military or naval aircraft multiplied by gross certified weights of such aircraft) is in excess of five million pounds.

9. Whenever so requested by the FAA, the Sponsor will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for air traffic control activities, or weather reporting activities and communication activities related to air traffic control, such areas of land or water, or estate therein, or rights in buildings of the Sponsor as the FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes. The approximate amounts of areas and the nature of the property interests and/or rights so required will be set forth in the Grant Agreement relating to the Project. Such areas or any portion thereof will be made available as provided herein within 4 months after receipt of written request from the FAA.

10. The Sponsor will furnish the FAA with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the FAA, or may be submitted in such manner as

the Sponsor elects so long as the essential data are furnished. The Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, will be made available for inspection by any duly authorized representative of the FAA upon reasonable request. The Sponsor will furnish to the FAA, upon request, a true copy of any such document.

11. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the FAA to be eligible under the Act and Regulations to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with the Act, the Regulations, and these covenants.

12. The Sponsor will keep up to date at all times an airport layout plan of the Airport showing (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan, and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout plan. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan as so approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

13. Insofar as is within its power and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

14. If at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the Airport property, other than those set forth in Part II, paragraphs 7(a), 7(b), and 7(c), the existence of which creates an undue risk of interference with the operation of the Airport or the performance of the covenants of this Part, the Sponsor will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

15. Unless the context otherwise requires, all terms used in these covenants which are defined in the Act and the Regulations shall have the meanings assigned to them therein.

Part IV—PROJECT AGREEMENT

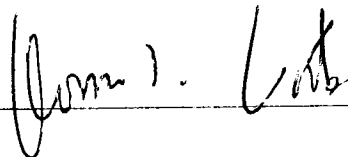
If the Project or any portion thereof is approved by the FAA, and an offer of Federal aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the Act and the Regulations, the plans and specifications for such development, as approved by the FAA, and the Grant Agreement with respect to the Project.

IN WITNESS WHEREOF, the Sponsor has caused this Project Application to be duly executed in its name, this 13th day of April, 19 71

County of Santa Clara

(Name of Sponsor)

By _____

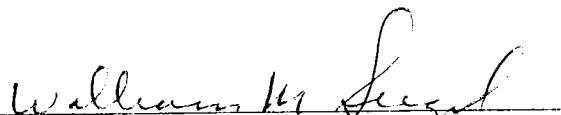


Chairman of the Board of Supervisors

(Title)

OPINION OF SPONSOR'S ATTORNEY

I HEREBY CERTIFY that all statements of law made in this Project Application and all legal conclusions upon which the representations and covenants contained herein are based, are in my opinion true and correct.


William M. Siegel

County Counsel

(Title)

April 13, 1971

(Date)

SPONSOR ASSURANCE TO ACCOMPANY PROJECT APPLICATION DATED
FOR A GRANT OF FUNDS FOR THE
DEVELOPMENT OR IMPROVEMENT OF THE REID HILLVIEW AIRPORT
AIRPORT

Nondiscrimination in Federally-assisted Programs of the FAA. In order to furnish the assurances required by Title VI of the Civil Rights Act of 1964, and by Part 21 of the Regulations of the Office of the Secretary of Transportation, the County of Santa Clara
(Insert name of Sponsor)
(hereinafter called the "Sponsor") hereby covenants and agrees with the United States (hereinafter called the "Government") as follows:

The Sponsor in the operation and use of the Reid Hillview Airport, will not on the grounds of race, color, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation.

The Sponsor will include, or require the inclusion of, the foregoing covenant in every agreement or concession pursuant to which any person or persons, other than the Sponsor, operates or has the right to operate any facility on the Airport providing services to the public, and a provision granting the Sponsor the right to take such action as the Government may direct to enforce such covenant.

Noncompliance with the above assurances shall constitute a material breach, and in the event of such noncompliance the Government may take appropriate action to enforce compliance, may terminate the Grant Agreement to which this covenant relates, or seek judicial enforcement.

The covenant shall become effective upon execution of a Grant Agreement pursuant to the above identified project application and shall constitute part of the Grant Agreement to which it relates and shall remain in full force and effect so long as the airport covered by such agreement continues to be used and operated as a public airport.

APR 13 1971

(Date)

County of Santa Clara

(Name of Sponsor)

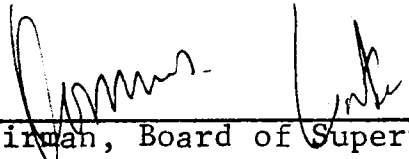
By

(Title)

Chairman of the Board of Supervisors

SUPPLEMENTARY STATEMENT
TO THE PROJECT APPLICATION
FOR F.A.A.P. 9-04-128-01-71
CONCERNING COMMUNITY
INTERESTS

The County of Santa Clara has considered the interests of all communities in or near the project location and has determined that the runway construction improvement under project will provide necessary airport facilities to further meet local aviation needs. This project is in conformance with the master plan and the project has been reviewed by the Association of Bay Area Governments and the City of San Jose. There are no objections or disapprovals known to the Sponsor.



Chairman, Board of Supervisors
APR 13 1971

memorandum



TO	Tevis Dooley Public Works, Arch. Div.	FROM	Clerk, Board of Supervisors	
SUBJECT	PROJECT APPLICATION & SPONSORS ASSURANCE FOR FAA FUNDS FOR Reid-Hillview Airport -- Land Acquisition - Airport Development (5.1 acres)		DATE	April 13, 1971

Agenda Item 7 - 4/13/71

Attached hereto please find original and four copies of the captioned Project Application and related documents as approved by the Board of Supervisors at its meeting of April 13, 1971.

kb
attachments

County of Santa Clara

California

TRANSMITTAL MEMORANDUM

S.D. 2

Page 1 of 1

DATE: April 2, 1971

FOR: BOARD OF SUPERVISORS AGENDA OF April 13, 19 71

FROM: DOOLEY, ARCHITECTURAL DIVISION, PUBLIC WORKS

TITLE: PROJECT APPLICATION AND SPONSORS ASSURANCE FOR FEDERAL FUNDS
AT REID HILLVIEW AIRPORT

DESCRIPTION:

The Federal Aviation Administration has allocated participation funding for 5.1 acres of land acquired by the County in 1964 for the Reid Hillview Airport. This Project Application is the application for these funds. Since the County has already acquired this land, there shall be no County cost incurred in this project.

TED:vrh

Attach.

APPROVED: JAMES POTT *JP*

HOWARD CAMPEN

AGENDA DATA: DATE: _____

BOARD ACTION: APR 13 1971 *J*

ITEM NO: _____

file R.H. Bergant
03 Project
C Rockwell

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF AND ACCEPTING AMENDMENT NUMBER 1 TO THE GRANT OFFER OF THE UNITED STATES OF AMERICA THROUGH THE FEDERAL AVIATION AGENCY UNDER PROJECT NUMBER 9-04-128-0503 IN THE DEVELOPMENT OF REID-HILLVIEW AIRPORT OF SANTA CLARA COUNTY, CALIFORNIA

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, as follows:

1. That the County of Santa Clara accepts Amendment Number 1 to Grant Offer as proposed by the United States of America through the Federal Aviation Agency under Project No. 9-04-052-0503 in the development of Reid-Hillview Airport; and
2. That the Chairman of the Board of Supervisors of the County of Santa Clara is hereby authorized and directed to execute said Amendment Number 1 to the Grant Offer on behalf of the County of Santa Clara; and the Clerk of the Board of Supervisors is hereby authorized and directed to attest the signature of the Chairman and to impress the official seal of the County of Santa Clara on the aforesaid Amendment; and
3. A true copy of the Amendment Number 1 to the Grant Offer referred to herein is attached hereto and made a part hereof.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on SEP 13 1965 by the following vote:

AYES:	Supervisors	Della Maggiore Spangler Mehrkens Sanchez Quinn
NOES:	Supervisors	None
ABSENT:	Supervisors	Spangler

Sig Sanchez
Chairman, Board of Supervisors

ATTEST: JEAN PULIAN, Clerk
Board of Supervisors
Donald M Rains
DONALD M. RAINS
Assistant Clerk Board of Supervisors

LJA:lj
9-2-65

*Reid Hillview Airport
9-04-128-D503*

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA,
AUTHORIZING THE EXECUTION OF AND ACCEPTING
AMENDMENT NO. 2 TO THE GRANT OFFER OF THE
UNITED STATES OF AMERICA THROUGH THE FEDERAL
AVIATION AGENCY UNDER PROJECT NUMBER 9-04-128-D503
IN THE DEVELOPMENT OF REID-HILLVIEW AIRPORT OF
SANTA CLARA, COUNTY, CALIFORNIA

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, as follows:

1. That the County of Santa Clara accepts Amendment Number 2 to Grant Offer as proposed by the United States of America through the Federal Aviation Agency under Project No. 9-04-128-D503 in the development of Reid-Hillview Airport; and

2. That the Chairman of the Board of Supervisors of the County of Santa Clara is hereby authorized and directed to execute said Amendment Number 2 to the Grant Offer on behalf of the County of Santa Clara; and the Clerk of the Board of Supervisors is hereby authorized and directed to attest the signature of the Chairman and to impress the official seal of the County of Santa Clara on the aforesaid Amendment; and

3. A true copy of the Amendment Number 2 to the Grant Offer referred to herein is attached hereto and made a part hereof.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on _____,
by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors

Chairman, Board of Supervisors

Approved as to form

Dep/Asst County Counsel

TD:CR:jc
6-13-69

Date: _____

AMENDMENT NO. 2 TO GRANT AGREEMENT FOR PROJECT NO. 9-04-128-D503

Reid-Hillview Airport of Santa Clara County
San Jose, California
Contract No. FA65WE-0121

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States that the Grant Agreement between the FAA, acting for and on behalf of the United States, and the County of Santa Clara, California, (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on the 16 day of November 1964, be amended as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree that:

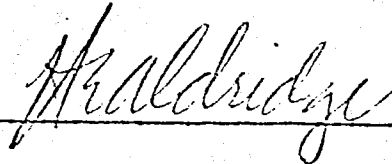
The described airport development as set forth in Amendment 1 to the Grant Agreement be and hereby is amended to read as follows:

Land acquisition (Parcels 03-1 and 03-2); clear and drain site; construct, mark and light runway (3100' x 75'), including taxiway guidance signs, beacon and tower, lighted wind cone and vault; construct parallel and connecting taxiways (3550' x 40'), holding apron (250' x 80'), hangar access taxiway (675' x 20'), parking apron (approximately 708,645 sq. ft.), including tie-downs; install security and perimeter fencing (approximately 13,864 l.f.), water line (approximately 3335 l.f.), including three (3) hydrants; remove obstructions in S/E clear zone.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of the _____ day of _____, 1969.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION
Western Region

By _____



Title San Francisco Area Manager

(SEAL)

By _____

Title _____

Attest: _____

Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for _____,
(hereinafter referred to as "Sponsor") do hereby certify:

That I have examined the foregoing Amendment to Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of California, and further that, in my opinion, said Amendment to Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____, this _____ day of _____, 19_____

Title _____

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part 1-Offer

Date of Offer 8 June 1971

**Reid Hillview Airport
of Santa Clara County**

Airport

Project No. 8-06-0225-01

Contract No. DOTFA71WE-1183

TO: County of Santa Clara, California
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Agency, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **13 April 1971**, for a grant of Federal funds for a project for development of the **Reid-Hillview Airport of Santa Clara County** Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Land acquisition, airport development (5.1 acres).

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION AGENCY, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, **53.72 per centum of the allowable costs.**

This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$ **22,145.**
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within **90** days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
 - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 151.45-151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations";
 - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 151.41 (b) of the Regulations.
4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 151.57 - 151.63 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 151.63 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 151.63 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the Airport as Provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 4 in Part III of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before **30 June 1971** or such subsequent date as may be prescribed in writing by the FAA.
8. It is understood and agreed that the terms "Federal Aviation Agency" or "Federal Airport Act", wherever they appear in this agreement, in the project application, plans, and specifications or in any other document constituting a part of this agreement shall be deemed to mean "Federal Aviation Administration" or the "Airport and Airway Development Act of 1970", as the case may be.
9. The sponsor agrees that it will maintain a fee and rental structure for the facilities and services being provided the airport users which will make the airport as self-sustaining as possible under the circumstances existing at that particular airport, taking into account such factors as the volume of traffic and economy of collection.
10. It is also understood and agreed that paragraph 2, Part III of the project application is revised to read as follows:

The sponsor will operate the airport as such for the use and benefit of the public. In furtherance of this covenant, (but without limiting its general applicability and effect) the sponsor specifically agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes; provided, that the sponsor may establish such fair equal and not unjustly discriminatory conditions to be met by all users of the airport; and provided further, that the sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary -

- (a) For safe and efficient use of the airport
- (b) To keep operation activities within acceptable noise levels, or
- (c) To serve the civil aviation needs of the public.

11. It is understood and agreed that subparagraphs a and b of paragraph 3 of Part III - Sponsor's Assurances of the Project Application - are amended and revised to delete the words "or hereafter" wherever they appear therein. It is the intent of this amendment to limit the application of the exclusive rights policy only to airports now owned or controlled by the sponsor.
12. It is further understood and agreed that paragraph 10, Part III of the project application is revised to read as follows:

The sponsor will furnish the FAA with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the FAA, or may be submitted in such manner as the sponsor elects as long as the essential data is furnished. The airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations, and other instruments will be made available for inspection and audit by the FAA and the Comptroller General of the United States, or his duly authorized representative upon reasonable request. The sponsor will furnish to the FAA or the General Accounting Office a true copy of any such documents.

13. It is further understood and agreed by and between the parties hereto that paragraph 8 of Part III - Sponsor's Assurances of the Project Application is hereby amended and revised to delete the words "military and naval aircraft," wherever they appear in said paragraph and substitute in lieu thereof the words "government aircraft."
14. The sponsor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan insurance, or guarantee the following Equal Opportunity clause.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the

event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The sponsor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The sponsor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor that it will furnish the administering agency with the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The sponsor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part III, Subpart D of the Executive Order. In addition, the sponsor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance guarantee); refrain from extending any further assistance to the sponsor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the sponsor; or refer the case to the Department of Justice for appropriate legal proceedings.

15. It is hereby understood and agreed by and between the parties hereto that the Sponsor will acquire a fee title or such lesser property interest as may be found satisfactory to the FAA to Area 2 (Parcel 15-7) as shown on the property map identified as Exhibit "A" of the Project Application, incorporated herein by reference, and that the United States will not make nor be obligated to make any payments involving Area 2 (Parcel 15-7) as shown on the property map identified as Exhibit "A" until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interest as may be found satisfactory to the FAA in and to said Area 2 (Parcel 15-7) (or any portion thereof for which grant payment is sought) subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk of interference with the use and operation of the airport.
16. By its acceptance hereof the Sponsor covenants and agrees that with respect to Area 2 (Parcel 15-7) as shown on Exhibit "A", it will clear said Area 2 (Parcel 15-7) of any existing structures, prior to final payment under the project and that, it will not erect nor permit the erection of any permanent structures therein except those required for aids to air navigation or those which may be specifically approved by the FAA.
17. The Federal Government does not now plan or contemplate the construction of any structures pursuant to Paragraph 9 of Part III - Sponsor's Assurances - of the Project Application dated 13 April 1971 and, therefore, it is understood and agreed that the Sponsor is under no obligation to furnish any areas or rights without cost to the Federal Government under this Grant Agreement. However, nothing contained herein shall be construed as altering or changing the rights of the United States and/or the obligations of the Sponsor under prior Grant Agreements to furnish rent-free space for the activities specified in such agreements.
18. It is understood and agreed by and between the parties hereto that paragraph 7 of Part III - Sponsor's Assurances - of the Project Application, incorporated herein by reference and made a part hereof, is hereby amended by deleting all reference therein to "Section 77.27" of the Federal Aviation Regulations and substituting in lieu thereof "Section 77.25."
19. It is understood and agreed that the sponsor will provide for FAA employees adequate parking accommodations satisfactory to the Administrator at all FAA technical facilities located on the airport. It is further understood and agreed that sponsor will provide, without cost, adequate land for the purpose of parking all official vehicles of the FAA (Government and privately owned when used for FAA business) necessary for the maintenance and operation of the FAA facilities on the airport. Such land shall be adjacent to the facilities served.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as herein-after provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY
WESTERN REGION
Charles J. Wenger
By Chief, Airports Division
(TITLE)

Part II-Acceptance

The **County of Santa Clara, California** does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this day of, 19 71 ..

County of Santa Clara, California
(Name of Sponsor)

(SEAL)

By
Title

Attest:

Title:

CERTIFICATE OF SPONSOR'S ATTORNEY

I,, acting as Attorney for **County of Santa Clara, California** (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at **San Jose, California** this day of, 19 71 ..

Title **County Counsel**

*Reid Hillview Airport
Reid Hillview Airport*

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ACCEPTING THE GRANT OFFER OF THE UNITED STATES OF AMERICA THROUGH THE FEDERAL AVIATION AGENCY IN THE MAXIMUM AMOUNT OF \$363,285 TO BE USED UNDER PROJECT NO. 9-04-128-D201 IN THE DEVELOPMENT OF REID-HILLVIEW AIRPORT

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, as follows:

1. That the County of Santa Clara shall accept the Grant Offer of the United States of America in the amount of \$363,285 for the purpose of obtaining Federal Aid under Project No. 9-04-128-D201 in the development of Reid-Hillview Airport; and
2. That the Chairman of the Board of Supervisors of the County of Santa Clara is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Part II - Acceptance) on behalf of the County of Santa Clara, and the Clerk of the Board of Supervisors is hereby authorized and directed to attest the signature of the Chairman and to impress the official seal of the County of Santa Clara on the aforesaid statement of Acceptance; and
3. A true copy of the Grant Offer referred to herein is attached hereto and made a part hereof.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on JUN 25 1962, 1962, by the following vote:

AYES:	Supervisors,	Levin Della Maggiore Spangler Mehrens Weichert
		None
NOES:	Supervisors,	
ABSENT:	Supervisors,	<i>Howard P. ...</i> Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors
Jean Pullan

*JEAN PULLAN
6/21/62*



C E R T I F I C A T E

I, JEAN PULLAN, Clerk of the Board of Supervisors of the County of Santa Clara, State of California, do hereby certify that the foregoing is a full, true, and correct copy of the resolution adopted at a regular meeting of the Board of Supervisors of the County of Santa Clara held on the ____ day of JUN 25 1962 1962, and that the same is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the County of Santa Clara this ____ day of JUN 25 1962, 1962.


Clerk of the Board of Supervisors

(seal)



RESOLUTION RELATING TO FEDERAL AID
REQUEST FOR REID'S HILLVIEW AIRPORT
PROJECT

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that it does hereby designate Howard W. Campen, County Executive, as the official representative of the County of Santa Clara relative to the request of the County for federal aid for the Reid's Hillview Airport project; and

BE IT FURTHER RESOLVED that the County Executive is hereby authorized to execute United States Department of Commerce - Civil Aeronautics Administration - Form ACA-1623, Request for Aid - Federal Aid Airport Program.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 23rd day of October, 1961, by the following vote:

AYES: Supervisors, Levin Della Maggiore Hubbard Mehrkens Weichert
NOES: Supervisors, None
ABSENT: Supervisors, None

Ed P. Levin
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the
Board of Supervisors

Jean Pullan

ADOPT: 5 9/23/61
NO: _____ ABSTAINS: _____
ABSENT: _____

WMS:meb - 10/19/61

cc: counsel
Cfec - 3

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RESOLUTION RELATING TO FEDERAL AID
REQUEST FOR REID'S HILLVIEW AIRPORT
PROJECT

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that it does hereby designate Howard W. Campen, County Executive, as the official representative of the County of Santa Clara relative to the request of the County for federal aid for the Reid's Hillview Airport project; and

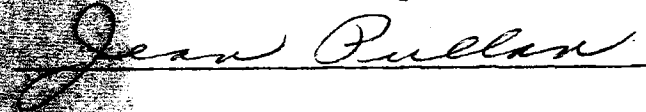
BE IT FURTHER RESOLVED that the County Executive is hereby authorized to execute United States Department of Commerce - Civil Aeronautics Administration - Form ACA-117, Notice of Construction or Alteration.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 23rd day of October, 1961, by the following vote:

AYES: Supervisors, Levin Della Maggiore Hubbard Mehrkens Weichert
NOES: Supervisors, None
ABSENT: Supervisors, None


Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors



OCT 23 1961
ADOPT: YES H L M W D
NO: ABSTAINS:
ABSENT:

WMS:meb - 10/19/61

e: counsel
Epc - 3.

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part I-OfferDate of Offer **June 20, 1962****Reid-Hillview**

Airport

Project No. **9-04-128-D201**Contract No. **FA-WE-2178**

TO: **The County of Santa Clara, California**
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Agency;
herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **May 23, 1962**, for a grant of Federal funds for a project for development of the **Reid-Hillview** Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Land acquisition (Parcels 1, 2 and 3)

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION AGENCY, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, **53.98 per centum of said allowable project costs, subject to the following terms and conditions.**

This Offer is made on and subject to the following terms and conditions:

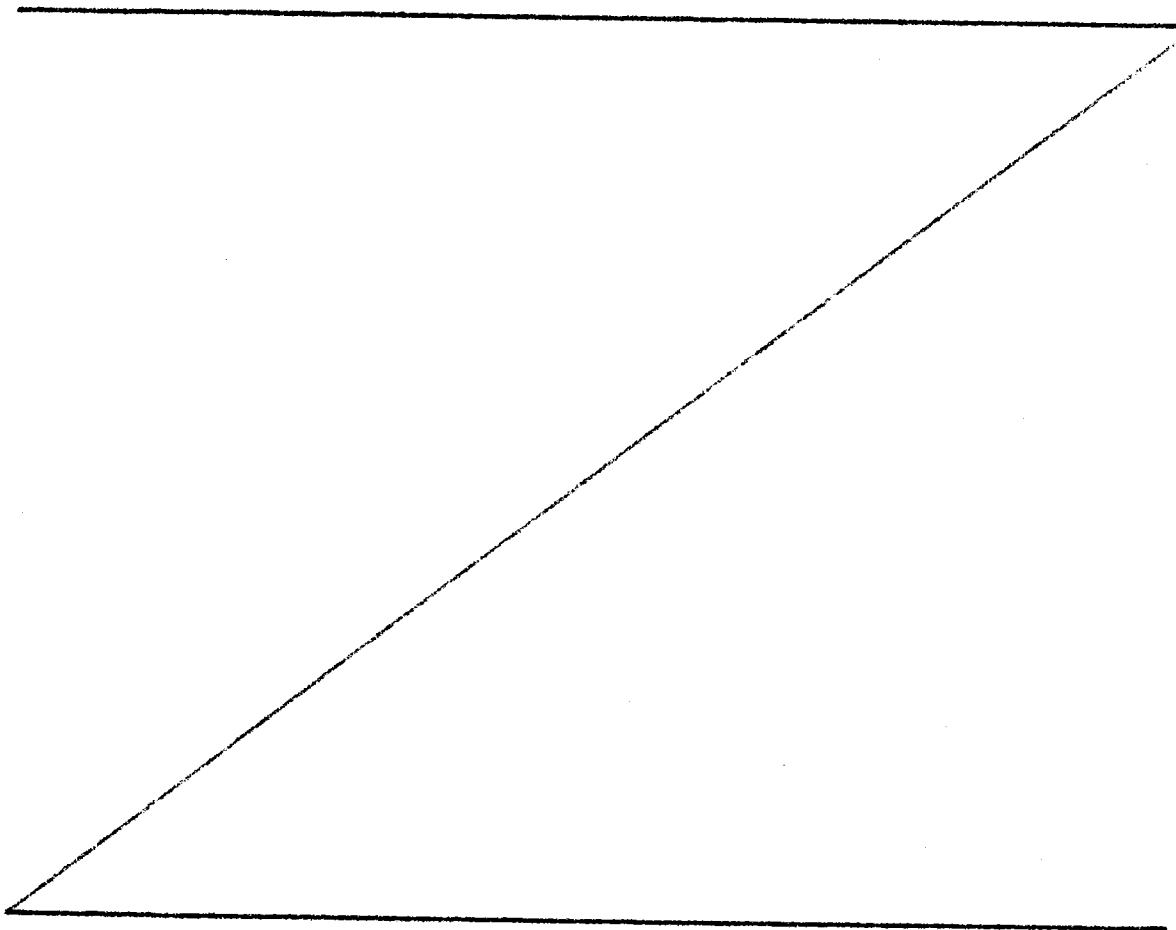
1. The maximum obligation of the United States payable under this Offer shall be **\$363,285.00.**
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within **thirty** days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
 - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 550.7 and 550.8 of the Regulations of the Federal Aviation Agency (14 CFR 550) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations".
 - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA, or his duly authorized representative.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 550.4(a) of the Regulations.
4. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of Section 550.9 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 550.9(d) of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 550.9(c) of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the Airport as provided in the Project Application incorporated herein.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before **June 30, 1962,** or such subsequent date as may be prescribed in writing by the FAA.
8. **It is understood and agreed by and between the parties hereto that Paragraph 9 of Part III-Sponsor's Assurances of the Project Application, dated May 23, 1962, is hereby deleted in its entirety. It is recognized by the parties hereto that Paragraph (5) of Section 11 of the Federal Airport Act (49 U.S.C. 1101 (5)), as amended, provides that the Sponsor "will furnish without cost to the Federal Government for use in connection with any air traffic control activities, or weather-reporting activities and communication activities related to air traffic control, such areas of land or water, or estate therein, or rights in buildings of the Sponsor as the Administrator may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes." It is therefore understood and agreed that the Sponsor will furnish the Federal Government, within four months after written demand therefor, without cost to the Federal Government, the estates or interests in land and/or rights in buildings as set forth in the attached Schedule A, which is incorporated herein and made a part hereof. It is further understood and agreed that nothing contained herein shall be construed as obligating the Federal Government to construct, occupy or operate a control tower or flight service station at the airport.**
9. It is further understood and agreed that the Sponsor will not construct or permit the construction of any structure that would obstruct visibility of any of the traffic patterns, approaches, runways, taxiways, operational portions of the apron(s), or any other operational area necessary for the control of ground or air traffic on or at the airport, from a control cab, the approximate center of which will be over that point described in Paragraph A of the attached Schedule and the elevation of which will be 48 feet above such point.
10. It is further understood and agreed by and between the parties hereto that the United States will not make nor be obligated to make any payments hereunder until the Sponsor has obtained firm commitment, satisfactory to the Administrator, from the City of San Jose, California, for the closing and vacating of that portion of Cunningham Avenue which lies within Parcels 1 and 2 as shown and delineated on Exhibit "A" attached hereto.
11. It is hereby understood and agreed by and between the parties hereto that the United States will not make nor be obligated to make any payments involving Parcels 2 and 3, as shown on the property map attached hereto and identified as Exhibit "A", until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interest as may be found satisfactory to the Administrator in and to said Parcels 2 and 3, or any portion thereof for which grant payment is sought, subject to

no liens, encumbrances, reservations or exceptions which in the opinion of the Administrator might create an undue risk of interference with the use and operation of the airport.

12. By its acceptance hereof, the Sponsor hereby covenants that to the extent it has or may have either present or future control over each area identified on the Exhibit "A" as "clear zone", and unless exceptions to or deviations from the following obligations have been granted to it in writing by the Administrator, it will clear said area or areas of any existing structure or any natural growth which constitutes an obstruction to air navigation within the standards established by the Federal Aviation Agency Technical Standard Order N18; and the Sponsor further covenants that it will control the subsequent erection of structures and control natural growth to the extent necessary to prevent the creation of obstructions within said standards.

13. It is understood and agreed by and between the parties hereto that the terms "Administrator of Civil Aeronautics", "Administrator", "Civil Aeronautics Administration", "Department of Commerce", "CAA" or "Section 303 of the Civil Aeronautics Act of 1938" wherever they appear in this Agreement, in the Project Application, plans and specifications or in any other documents constituting a part of this Agreement shall be deemed to mean the Federal Aviation Agency or the Administrator thereof or Section 308(a) of the Federal Aviation Act of 1958, as the case may be.



The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY, Western Region

By Charles J. Winger
(TITLE)
Chief, Airports Division
Part II-Acceptance

The **County of Santa Clara** does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of JUN 25 1962, 19_____.

THE COUNTY OF SANTA CLARA, CALIF.

(Name of Sponsor)

By Howard M. Weichert ✓

Title Chairman of the Board of Supervisors

(SEAL)

Attest: Jean Pullan
Title: Clerk of the Board

CERTIFICATE OF SPONSOR'S ATTORNEY

I, William M. Suzil, acting as Attorney for Santa Clara County, (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at San Jose this 27 day of June, 1962.

William M. Suzil
Title Assistant County Counsel

SCHEDULE A

Project No. 9-04-128-D201

Airport: Reid-Hillyview

There are set forth below the lands and estates or interests therein and rights the Sponsor is obligated to furnish the Federal Government pursuant to and in accordance with the provisions of Paragraph 8 of the Grant Agreement to which this Schedule is attached:

A. Air Traffic Control Tower:

Fee simple title, or such lesser estate or interest as is acceptable to FAA, to 32,400 sq. ft. of land, the approximate geographic center of which is identical with the geometric center point of the following described property:

From a granite monument located at the intersection of Tully Road and Swift Avenue, proceed N 50°0'45" E 1598.64 ft. to a point opposite a corner of the existing airport property, thence N 40°9'44" W 1431.14 ft. to the corner common to lots 34, 35, 64 and 65 in the Fillmore Tract, thence S 49°50'35" W 40 ft. to the point of beginning for this description; thence S 49°50'35" W 180 ft. to the proposed airport property line, thence N 40°9'44" W 180 ft., thence N 49°50'33" E 180 ft., thence S 40°9'44" E 180 ft. to the point of beginning, being a square plot of land containing 32,400 sq. ft.; together with the right of ready access thereto for construction, occupancy, and use of an air traffic control tower; and together with the right to connect to existing utilities and to utilize the utility services involved to the extent of available capacity at not more than the prevailing rates.

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA, CALIFORNIA, ACCEPTING THE GRANT OF FEDERAL FUNDS IN THE AMOUNT OF \$15,200 FOR THE PURPOSES OF OBTAINING FEDERAL AID UNDER PROJECT NO. 9-01-118-0201 IN THE DEVELOPMENT OF MID-HILLVIEW AIRPORT

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IT IS RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, as follows:

1. That the County of Santa Clara shall accept the Grant Offer of the United States of America in the amount of \$15,200 for the purpose of obtaining Federal Aid under Project No. 9-01-118-0201 in the development of Mid-Hillview Airport and

2. That the Chairman of the Board of Supervisors of the County of Santa Clara is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (attached Part II - Acceptance) on behalf of the County of Santa Clara and the Clerk of the Board of Supervisors is hereby authorized and directed to attest the signature of the Chairman and to impress the official seal of the County of Santa Clara on the aforesaid statement of Acceptance; and

3. A true copy of the Grant Offer referred to herein is attached hereto and made a part hereof.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on JUN 25 1962, 1962, by the following vote:

AYES: Supervisors, Levin Della Maggiore Spangler McHenry Weichert
NAYS: Supervisors, None
APPROVED: [Signature]
Chairman of the Board of Supervisors

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part I-Offer

Date of Offer June 20, 1962

Reid-Hillview Airport

Project No. 9-04-128-D201

Contract No. FA-ME-2178

TO: The County of Santa Clara, California
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Agency;
herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated
May 23, 1962, for a grant of Federal funds for a project
for development of the Reid-Hillview Airport (herein called
the "Airport"), together with plans and specifications for such project, which
Project Application, as approved by the FAA is hereby incorporated herein and
made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein
called the "Project") consisting of the following-described airport development:

Land acquisition (Parcels 1, 2 and 3)

0-1

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION AGENCY, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share of the allowable costs incurred in accomplishing the Project, 53.98 per centum of said allowable project costs, subject to the following terms and conditions.

This Offer is made on and subject to the following terms and conditions:

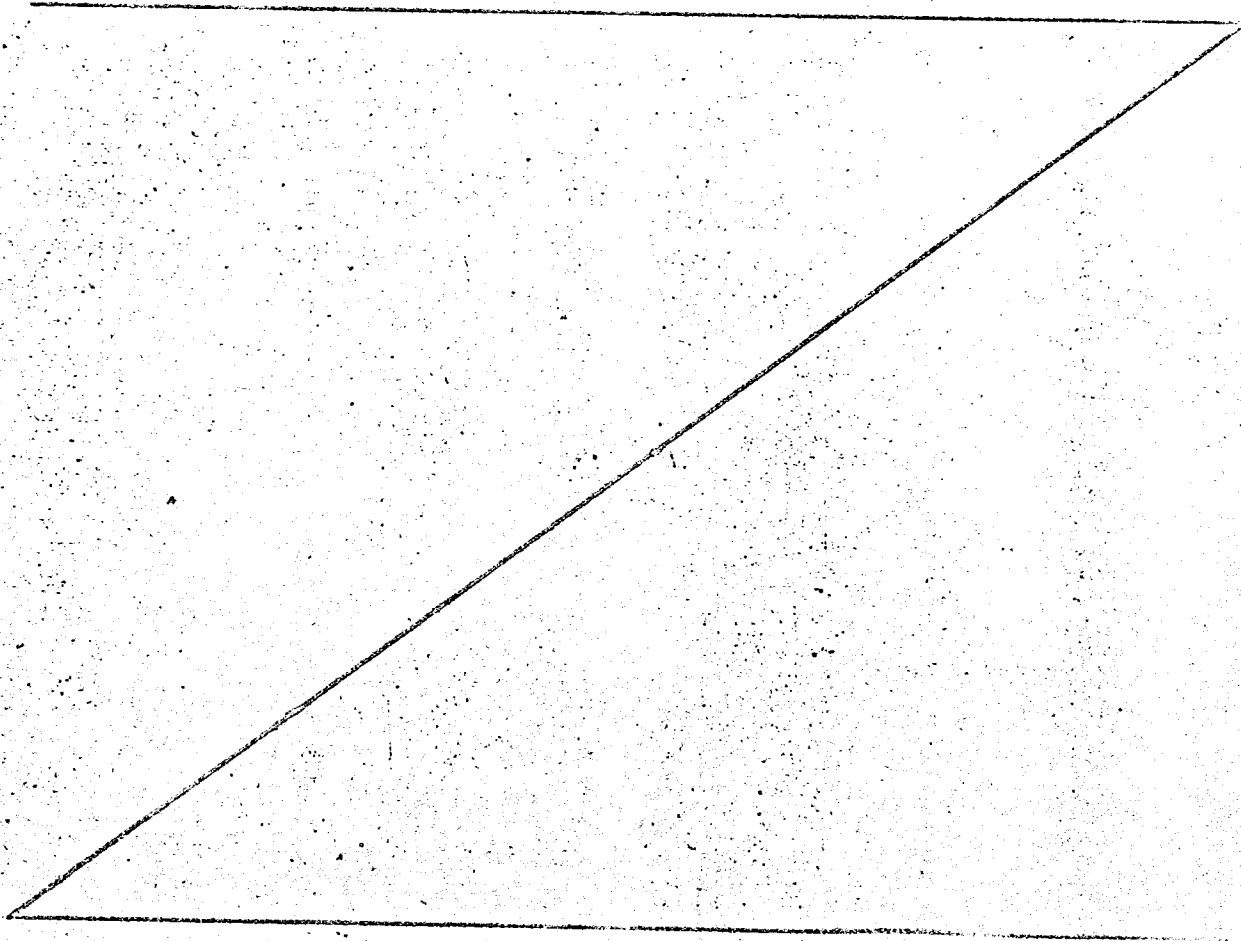
1. The maximum obligation of the United States payable under this Offer shall be \$363,285.00.
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within thirty days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
 - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 550.7 and 550.8 of the Regulations of the Federal Aviation Agency (14 CFR 550) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations".
 - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA, or his duly authorized representative.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 550.4(a) of the Regulations.
4. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of Section 550.9 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 550.9(d) of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 550.9(c) of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the Airport as provided in the Project Application incorporated herein.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before June 30, 1962, or such subsequent date as may be prescribed in writing by the FAA.
8. It is understood and agreed by and between the parties hereto that Paragraph 9 of Part III-Sponsor's Assurances of the Project Application, dated May 23, 1962, is hereby deleted in its entirety. It is recognized by the parties hereto that Paragraph (5) of Section 11 of the Federal Airport Act (49 U.S.C. 1101 (5)), as amended, provides that the Sponsor "will furnish without cost to the Federal Government for use in connection with any air traffic control activities, or weather-reporting activities and communication activities related to air traffic control, such areas of land or water, or estate therein, or rights in buildings of the Sponsor as the Administrator may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes." It is therefore understood and agreed that the Sponsor will furnish the Federal Government, within four months after written demand therefor, without cost to the Federal Government, the estates or interests in land and/or rights in buildings as set forth in the attached Schedule A, which is incorporated herein and made a part hereof. It is further understood and agreed that nothing contained herein shall be construed as obligating the Federal Government to construct, occupy or operate a control tower or flight service station at the airport.
9. It is further understood and agreed that the Sponsor will not construct or permit the construction of any structure that would obstruct visibility of any of the traffic patterns, approaches, runways, taxiways, operational portions of the apron(s), or any other operational area necessary for the control of ground or air traffic on or at the airport, from a control cab, the approximate center of which will be over that point described in Paragraph A of the attached Schedule and the elevation of which will be 48 feet above such point.
10. It is further understood and agreed by and between the parties hereto that the United States will not make nor be obligated to make any payments hereunder until the Sponsor has obtained firm commitment, satisfactory to the Administrator, from the City of San Jose, California, for the closing and vacating of that portion of Cunningham Avenue which lies within Parcels 1 and 2 as shown and delineated on Exhibit "A" attached hereto.
11. It is hereby understood and agreed by and between the parties hereto that the United States will not make nor be obligated to make any payments involving Parcels 2 and 3, as shown on the property map attached hereto and identified as Exhibit "A", until the Sponsor submitted evidence that it has acquired a fee title or such lesser property interest as may be found satisfactory to the Administrator in and to said Parcels 2 and 3, or any portion thereof for which grant payment is sought, subject to

no liens, encumbrances, reservations or exceptions which in the opinion of the Administrator might create an undue risk of interference with the use and operation of the airport.

12. By its acceptance hereof, the Sponsor hereby covenants that to the extent it has or may have either present or future control over each area identified on the Exhibit "A" as "clear zone", and unless exceptions to or deviations from the following obligations have been granted to it in writing by the Administrator, it will clear said area or areas of any existing structure or any natural growth which constitutes an obstruction to air navigation within the standards established by the Federal Aviation Agency Technical Standard Order N18; and the Sponsor further covenants that it will control the subsequent erection of structures and control natural growth to the extent necessary to prevent the creation of obstructions within said standards.

13. It is understood and agreed by and between the parties hereto that the terms "Administrator of Civil Aeronautics", "Administrator", "Civil Aeronautics Administration", "Department of Commerce", "CAA" or "Section 303 of the Civil Aeronautics Act of 1938" wherever they appear in this Agreement, in the Project Application, plans and specifications or in any other documents constituting a part of this Agreement shall be deemed to mean the Federal Aviation Agency or the Administrator thereof or Section 303(a) of the Federal Aviation Act of 1958, as the case may be.



The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY, Washington, D.C.

By Charles J. Whizer
(TITLE)
Director, Airports Division

Part II-Acceptance

The County of Santa Clara does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this JUN 25 1962 day of JUN 25 1962, 1962.

(Name of Sponsor)

BY Howard M. ...

Title Chairman of the Board of Supervisors

(SEAL)

Attests: [Signature]

Title: Clerk of the Board

CERTIFICATE OF SPONSOR'S ATTORNEY

I, [Signature], acting as Attorney for County of Santa Clara, (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at [Signature] this 25 day of June, 1962.

[Signature]
Title Attorney

SCHEDULE A

Project No. 9-04-128-B201

Airport: Raid-Hillview

There are set forth below the lands and estates or interests therein and rights the Sponsor is obligated to furnish the Federal Government pursuant to and in accordance with the provisions of Paragraph 8 of the Grant Agreement to which this Schedule is attached:

A. Air Traffic Control Tower:

Fee simple title, or such lesser estate or interest as is acceptable to FAA, to 32,400 sq. ft. of land, the approximate geographic center of which is identical with the geometric center point of the following described property:

From a granite monument located at the intersection of Tully Road and Swift Avenue, proceed N $50^{\circ}0'45''$ E 1593.64 ft. to a point opposite a corner of the existing airport property, thence N $40^{\circ}9'44''$ W 1431.14 ft. to the corner common to lots 34, 35, 64 and 65 in the Fillmore Tract, thence S $49^{\circ}50'35''$ W 40 ft. to the point of beginning for this description; thence S $49^{\circ}50'35''$ W 180 ft. to the proposed airport property line, thence N $40^{\circ}9'44''$ W 180 ft., thence N $49^{\circ}50'33''$ E 180 ft., thence S $40^{\circ}9'44''$ E 180 ft. to the point of beginning, being a square plot of land containing 32,400 sq. ft.; together with the right of ready access thereto for construction, occupancy, and use of an air traffic control tower; and together with the right to connect to existing utilities and to utilize the utility services involved to the extent of available capacity at not more than the prevailing rates.

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ACCEPTING THE GRANT OFFER OF THE UNITED STATES OF AMERICA THROUGH THE FEDERAL AVIATION AGENCY IN THE MAXIMUM AMOUNT OF \$384,878 TO BE USED UNDER PROJECT NO. 9-04-128-D402 IN THE DEVELOPMENT OF REID-HILLVIEW AIRPORT

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, as follows:

1. That the County of Santa Clara shall accept the Grant Offer of the United States of America in the amount of \$384,878 for the purpose of obtaining Federal Aid under Project No. 9-04-128-D402 in the development of Reid-Hillview Airport; and

2. That the Chairman of the Board of Supervisors of the County of Santa Clara is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Part II - Acceptance) on behalf of the County of Santa Clara, and the Clerk of the Board of Supervisors is hereby authorized and directed to attest the signature of the Chairman and to impress the official seal of the County of Santa Clara on the aforesaid statement of Acceptance; and

3. A true copy of the Grant Offer referred to herein is attached hereto and made a part hereof.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on OCT 7, 1963, by the following vote:

AYES: Supervisors, Levin Della Maggiore Spangier Mehrkens Sanchez
NOES: Supervisors, None
ABSENT: Supervisors, None

P. A. Mehrkens
Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors

Jean Pullan

WMS:sa
9/24/63
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COPIES OF
OCT 31 30 54 PM '63
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C E R T I F I C A T E

I, JEAN FULLAN, Clerk of the Board of Supervisors of the County of Santa Clara, State of California, do hereby certify that the foregoing is a full, true, and correct copy of the resolution adopted at a regular meeting of the Board of Supervisors of the County of Santa Clara held on the _____ day of OCT 7 1963, 1963, and that the same is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the County of Santa Clara this _____ day of OCT 7 1963, 1963.

Jean Fullan
Clerk of the Board of Supervisors

(seal)

CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA
OCT 10 11 30 AM '63
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CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SANTA CLARA
OCT 8 1 30 PM '63
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14
1967
JFA
CLERK

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF AND ACCEPTING AMENDMENT NO. 1 TO THE GRANT OFFER OF THE UNITED STATES OF AMERICA THROUGH THE FEDERAL AVIATION AGENCY UNDER PROJECT NUMBER 9-04-128-D402 IN THE DEVELOPMENT OF REID-HILLVIEW AIRPORT OF SANTA CLARA COUNTY, CALIFORNIA

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, as follows:

1. That the County of Santa Clara accepts Amendment Number 1 to Grant Offer as proposed by the United States of America through the Federal Aviation Agency under Project No. 9-04-128-D402 in the development of Reid-Hillview Airport; and

2. That the Chairman of the Board of Supervisors of the County of Santa Clara is hereby authorized and directed to execute said Amendment Number 1 to the Grant Offer on behalf of the County of Santa Clara; and the Clerk of the Board of Supervisors is hereby authorized and directed to attest the signature of the Chairman and to impress the official seal of the County of Santa Clara on the aforesaid Amendment; and

3. A true copy of the Amendment Number 1 to the Grant Offer referred to herein is attached hereto and made a part hereof.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on _____,

by the following vote:

- AYES: Supervisors
- NOES: Supervisors
- ABSENT: Supervisors

Chairman, Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors

TD:CR:kn
8-25-67

Approved as to form
William W. ...
Dep/Asst County Counsel
Date: 8-25-67

AMENDMENT NUMBER 1 TO GRANT AGREEMENT FOR PROJECT NO. 9-04-128-D402

Reid-Hillview Airport
County of Santa Clara, Calif.
Contract No. FA-WE-2986

WHEREAS, THE Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States that the Grant Agreement between the FAA, acting for and on behalf of the United States, and the County of Santa Clara, California, (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on the 7th day of October 1963, be amended as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree that the maximum amount of the obligation of the United States as set forth in paragraph 1 of the terms and conditions of the Grant Agreement between the United States and the Sponsor, accepted by said Sponsor on the 7th day of October 1963, relating to Reid-Hillview Airport, Project No. 9-04-128-D402, is hereby increased from \$384,878.00 to \$398,010.18.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of the _____ day of _____, 1967.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION, Western Region

By Donald E. Pearson
Acting Area Manager

(SEAL) THE COUNTY OF SANTA CLARA, CALIFORNIA
(Name of Sponsor)

Attest: _____ By : _____

Title : _____ Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for _____
(hereinafter referred to as "Sponsor") do hereby certify:

That I have examined the foregoing Amendment to Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of _____, and further that, in my opinion, said Amendment to Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____, this _____ day of _____, 19_____

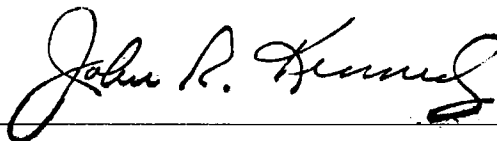
Title _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **John R. Kennedy**, acting as Attorney for **County of Santa Clara**,
(hereinafter referred to as "Sponsor") do hereby certify:

That I have examined the foregoing Amendment to Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of **California**, and further that, in my opinion, said Amendment to Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at **San Jose, Calif.**, this **2nd** day of **October**, 19**67**.



Title **COUNTY COUNSEL**

#12

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF AND ACCEPTING AMENDMENT NO. 1 TO THE GRANT OFFER OF THE UNITED STATES OF AMERICA THROUGH THE FEDERAL AVIATION AGENCY UNDER PROJECT NUMBER 9-04-128-D402 IN THE DEVELOPMENT OF REID-HILLVIEW AIRPORT OF SANTA CLARA COUNTY, CALIFORNIA

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, as follows:

- 1. That the County of Santa Clara accepts Amendment Number 1 to Grant Offer as proposed by the United States of America through the Federal Aviation Agency under Project No. 9-04-128-D402 in the development of Reid-Hillview Airport; and
2. That the Chairman of the Board of Supervisors of the County of Santa Clara is hereby authorized and directed to execute said Amendment Number 1 to the Grant Offer on behalf of the County of Santa Clara; and the Clerk of the Board of Supervisors is hereby authorized and directed to attest the signature of the Chairman and to impress the official seal of the County of Santa Clara on the aforesaid Amendment; and
3. A true copy of the Amendment Number 1 to the Grant Offer referred to herein is attached hereto and made a part hereof.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on OCT 2 1967, by the following vote:

AYES: Supervisors Della Maggiore, Mebrkens Sanchez Quinn
NOES: Supervisors None
ABSENT: Supervisors Spangler

ATTEST: JEAN PULLAN, Clerk Board of Supervisors

Donald M. Rains Assistant Clerk Board of Supervisors

TD:CR:kn 8-25-67

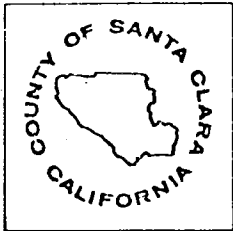
Public Works (3)

Chairman, Board of Supervisors

Approved as to form

Dep/Asst County Counsel

OCT 2 1967 Date: Sept 1, 1967



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: September 19, 1967

FOR: BOARD OF SUPERVISORS AGENDA OF October 2, 19 67

FROM: DOOLEY, Building Design Division, Department of Public Works

TITLE: Resolution by the Board of Supervisors of the County of Santa Clara, State of California, accepting Amendment Number 1 to the Grant Offer of the United States of America through the Federal Aviation Agency under Project No. 9-04-128-D402 in the Development of Reid Hillview Airport of Santa Clara County.

DESCRIPTION:

This Amendment Number 1 for the D402 Project provides for the increase of the Federal Grant from \$384,878.00 to \$398,010.18. The project involved land acquisition for airport expansion and the construction of Ocala Avenue as a substitute roadway for the abandoned Cunningham Avenue. This grant increase results from the percentage eligibility for actual cost of land acquisition above the estimated amount. Since the original Grant Agreement was for a maximum amount, it is necessary to adopt this resolution amending the Grant in order to receive the additional Federal money.

This new amount is the finalized Federal participation for the completed project.

RECOMMEND:

That the Board of Supervisors adopt this Resolution accepting Amendment Number 1 to the Grant Offer.

TED:CMR:pd

TED

APPROVED:

James T. Pott
JAMES T. POTT, COUNTY ENGINEER

AGENDA DATA

DATE: _____

ITEM NO: _____

BOARD ACTION _____

S. J. V. Corp. No 6, Philips - P.O. Address
File's R.H. Airport O&P Proj

August 23, 1967

270-264

112

Mr. Howard W. Campen
County Executive
County of Santa Clara
Department of Public Works
20 West Hedding Street
San Jose, California 95110

Dear Mr. Campen:

Enclosed are the original and three copies of Amendment No. 1 to the Grant Agreement for the Reid-Hillview Airport, Project No. 9-04-128-D402, Contract No. FA-WE-2986, increasing the maximum amount of the obligation of the United States from \$384,878.00 to \$398,010.18. This Amendment is based on the findings of the final audit of the project dated February 27, 1967.

The Amendment should be accepted in the same manner as the Grant Agreement. The enabling resolution approving the acceptance of the Amendment should contain a verbatim statement of the Amendment, or the resolution may contain the statement that the Amendment is incorporated in and made a part of the resolution. In this case, a copy of the Amendment, prior to execution, should be attached to each copy of the resolution.

The executed original and two copies of the Amendment, together with three certified copies of the resolution adopting and approving its execution, should be forwarded to this office as soon as practical.

Sincerely yours,

C. G. Hand
Chief, Airports Branch

Enclosures

VALID COPY
COPIES OF
AUG 30 1967
RECEIVED

This form shall be subject to the approval of the FAA. It is an application for a grant of Federal funds pursuant to the Federal Airport Act and the Regulations issued thereunder. The sponsor of the project shall be the owner of the property to be developed. The project shall be for the development of a public airport. The project shall be for the development of a public airport. The project shall be for the development of a public airport.

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY

PROJECT APPLICATION

(For Federal Aid for Development of Public Airports)

Part I—PROJECT INFORMATION

The COUNTY OF SANTA CLARA (herein called the "Sponsor") hereby makes application to the Federal Aviation Agency (hereinafter called the "FAA"), for a grant of Federal funds pursuant to the Federal Airport Act and the Regulations issued thereunder, for the purpose of aiding in financing a project (herein called the "Project") for development of the QUIR-HILLWIN Airport (herein called the "Airport") located in SAN JOSE State of CALIFORNIA.

It is proposed that the Project consist of the following-described airport development:

Construction of runway (3100' x 75'), including lighting and parallel taxiway system; construction of aircraft parking apron (400,000 S.F.); installation of perimeter fencing; construction of airport entrance road; and acquisition of land.

1. PROJECT NAME	QUIR-HILLWIN AIRPORT
2. LOCATION	SAN JOSE, CALIFORNIA
3. OWNER	COUNTY OF SANTA CLARA
4. PROJECT DESCRIPTION	CONSTRUCTION OF RUNWAY (3100' X 75'), LIGHTING AND PARALLEL TAXIWAY SYSTEM; CONSTRUCTION OF AIRCRAFT PARKING APRON (400,000 S.F.); INSTALLATION OF PERIMETER FENCING; CONSTRUCTION OF AIRPORT ENTRANCE ROAD; AND ACQUISITION OF LAND.
5. ESTIMATED COST	
6. FUNDING SOURCE	
7. PROJECT STATUS	
8. PROJECT COMPLETION DATE	
9. PROJECT START DATE	

all as more particularly described on the property map attached (hereto as Exhibit "A")* (as Exhibit "A" to Project Application dated _____ for Project No. _____), and in the plans and specifications submitted to the FAA on _____ which are made a part hereof.

THE FOLLOWING IS A SUMMARY OF THE ESTIMATED COSTS OF THE PROJECT:

ITEM	TOTAL ESTIMATED COST	ESTIMATED SPONSOR'S SHARE OF COST		ESTIMATED FEDERAL SHARE OF COST	
		AMOUNT	PER-CENT	AMOUNT	PER-CENT
1. LAND COSTS	\$269,000	\$123,847.60	46.04	\$145,152.40	53.96
2. CONSTRUCTION COSTS	535,500				
3. ENGINEERING AND SUPERVISION COSTS	55,000				
4. ADMINISTRATIVE COSTS	----				
5. Total of 2, 3, and 4 above	590,500	271,866.20	46.04	318,633.80	53.96
6. CONTINGENCIES	25,000	11,510.00	46.04	13,490.00	53.96
7. TOTAL ALL ESTIMATED PROJECT COSTS (Items 1, 5, and 6)	\$884,500	\$407,223.80		\$477,276.20	

Part II-REPRESENTATIONS

The Sponsor hereby represents and certifies as follows:

1. **Legal Authority.**—The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the Act and the Regulations; (2) to accept, receive, and disburse grants of funds from the United States in aid of the Project, on the terms and conditions stated in the Act and the Regulations; and (3) to carry out all of the provisions of Parts III and IV of this Project Application.

2. **Funds.**—The Sponsor now has on deposit, or is in a position to secure, \$ 407,223.80 for use in defraying the costs of the Project. The present status of these funds is as follows:

To be appropriated from County General Funds

ESTIMATED FEDERAL SHARE OF COST

(FOR RECORD AND FOR DEVELOPMENT OF FEDERAL SHARE)

ESTIMATED SPONSOR'S SHARE OF COST

3. **Approvals of Other Agencies.**—The Project has been approved by all non-Federal agencies whose approval is required, namely:

UNITED STATES DEPARTMENT OF AGRICULTURE

NONE

4. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NONE

5. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Parts III and IV of the Project Application, either by limiting its legal or financial ability or otherwise, except as follows:

NONE

6. Land.—The Sponsor holds the following property interests in the following areas of land which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

- Fee title acquired to Parcels 01-1 and 01-2 under Project 9-04-123-D201.
- Parcel 01-3, Clear Zone Air Easement acquired under Project 9-04-123-D201.
- Fee title to Parcels 02-1, 02-2, and 02-4 acquired under Project 9-04-123-D402.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

¹ State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

LOEW LTV-1034 (8-93) Q5201E1E B5EA1002-EDITION 1. This otherwise denigrated by the FAA as
 otherwise denigrated by the FAA as otherwise denigrated by the FAA as otherwise denigrated by the FAA as
 the Bureau of

Part III—SPONSOR'S ASSURANCES

In order to furnish the assurances required by the Act and Regulations the Sponsor hereby covenants and agrees with the United States, as follows:

1. These covenants shall become effective upon acceptance by the Sponsor of an offer of Federal aid for the Project or any portion thereof, made by the FAA, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under this Project, but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project.

2. The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds, and classes: *Provided*, That the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport: *And Provided Further*, That the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

3. The Sponsor will not grant or permit any exclusive right for the use of the airport forbidden by Section 308 of the Federal Aviation Act of 1958, and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right for the conduct of any aeronautical activities on the Airport, including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity: *Provided*, That the prohibition against the grant or permit of an exclusive right as set forth herein in no way alters the rights or obligations of the Sponsor under a surplus property instrument of transfer pursuant to which surplus property was conveyed to the Sponsor by the United States pursuant to the *Surplus Property Act of 1944, (61 Stat. 678), as amended*.

4. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or

sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof; and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service: *Provided*, That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

5. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any service of a nonaeronautical nature or to obligate the Sponsor to furnish any particular nonaeronautical service at the Airport.

6. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes: *Provided*, That nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; *And Provided Further*, That nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

7. Insofar as it is within its powers and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section A of FAA Technical Standard Order No. N18, dated April 26, 1950, as amended. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land.

8. All facilities of the Airport developed with Federal aid, and all those usable for the landing and taking-off of aircraft, will be available to the United States at all times, without charge, for use by military and naval aircraft in common with other aircraft, except that if the use by military and naval aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining

facilities so used, may be charged. Unless otherwise determined by the FAA, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by military and naval aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or during any calendar month that:

a. Five (5) or more military or naval aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement and each take-off as a movement) of military or naval aircraft is 300 or more, or the gross accumulative weight of military or naval aircraft using the Airport (the total movements of military or naval aircraft multiplied by gross certified weights of such aircraft) is in excess of five million pounds.

9. Whenever so requested by the FAA, the Sponsor will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for air traffic control activities, or weather-reporting activities and communication activities related to air traffic control, such areas of land or water, or estate therein, or rights in buildings of the Sponsor as the FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes. The approximate amounts of areas and the nature of the property interests and/or rights so required will be set forth in the Grant Agreement relating to the Project. Such areas or any portion thereof will be made available as provided herein within four months after receipt of written request from the FAA.

10. The Sponsor will furnish the FAA with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the FAA, or may be submitted in such manner as the Sponsor elects so long as the essential data are furnished. The Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, will be made available for inspection by any duly authorized representative of the FAA upon reasonable request. The Sponsor will furnish to the FAA, upon request, a true copy of any such document.

11. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the FAA to be eligible under the Act and the Regulations to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with the Act, the Regulations, and these covenants.

12. The Sponsor will keep up to date at all times a master plan layout of the Airport showing: (1) the boundaries of the Airport and of all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such master plan layout, and each amendment, revision, or modification

thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the master plan layout. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the master plan layout as so approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

13. (a) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interests in the following areas of land¹ on which such construction work is to be performed, all of which areas are identified on the property map which is attached hereto and identified as Exhibit "A":

APR 15 1967

COPY TO BE MAINTAINED IN THE FEDERAL ARCHIVES
OFFICE OF THE FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C. 20515
COPIES OF THIS COPY
FEDERAL AVIATION ADMINISTRATION **NONE**

(b) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interests in the following areas of land¹ which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the property map which is attached hereto and identified as Exhibit "A":

APR 15 1967

Parcels 03-1 and 03-2 to be acquired under this Project (9-04-123-D 03).

14. If at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the Airport property, other than those set forth in paragraph 6 of Part II and paragraphs 13(a) and 13(b) of this Part, the existence of which creates an undue risk of interference with the operation of the Airport or the performance of the covenants of this Part, the Sponsor will acquire, extinguish, or modify said right or claim of right in a manner acceptable to the FAA.

15. Unless the context otherwise requires, all terms used in these covenants which are defined in the Act and the Regulations shall have the meanings assigned to them therein.

¹ State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

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Part IV-PROJECT AGREEMENT

If the Project or any portion thereof is approved by the FAA, and an offer of Federal aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the Act and the Regulations, the plans and specifications for such development, as approved by the FAA, and the Grant Agreement with respect to the Project.

IN WITNESS WHEREOF, the Sponsor has caused this Project Application to be duly executed in its name, this _____ day of _____ MAR 9 1964 _____, 19_____

SANTA CLARA COUNTY
(Name of Sponsor)

By *M. J. Spangler*

Chairman of the Board of Supervisors

(Title)

OPINION OF SPONSOR'S ATTORNEY

I HEREBY CERTIFY that all statements of law made in this Project Application and all legal conclusions upon which the representations and covenants contained herein are based, are in my opinion true and correct.

John P. Kennedy

ASSISTANT COUNTY COUNSEL
COUNTY OF SANTA CLARA

(Title)

MARCH 12, 1964

(Date)

The sponsor has caused this Project Application to be duly executed in its name, this _____ day of _____ MAR 9 1964 _____, 19_____

SANTA CLARA COUNTY
(Name of Sponsor)

By *M. J. Spangler*

Chairman of the Board of Supervisors

(Title)

OPINION OF SPONSOR'S ATTORNEY

I HEREBY CERTIFY that all statements of law made in this Project Application and all legal conclusions upon which the representations and covenants contained herein are based, are in my opinion true and correct.

John P. Kennedy

ASSISTANT COUNTY COUNSEL
COUNTY OF SANTA CLARA

(Title)

MARCH 12, 1964

(Date)

01 file

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY

PROJECT APPLICATION

(For Federal Aid for Development of Public Airports)

Part I-PROJECT INFORMATION

The COUNTY OF SANTA CLARA, CALIFORNIA (herein called the "Sponsor") hereby makes application to the Federal Aviation Agency (hereinafter called the "FAA"), for a grant of Federal funds pursuant to the Federal Airport Act and the Regulations issued thereunder, for the purpose of aiding in financing a project (herein called the "Project") for development of the REID-HILLVIEW Airport (herein called the "Airport") located in SAN JOSE State of California

It is proposed that the Project consist of the following-described airport development:

1. LAND ACQUISITION:

- (a) Parcel 1 consisting of approximately 20 Acres.
- (b) Parcel 2 consisting of approximately 20 Acres.
- (c) Parcel 4 consisting of approximately 38.5 Acres.

2. CONSTRUCTION OF ROADWAYS

all as more particularly described on the property map attached (hereto as Exhibit "A")* (as Exhibit "A" to Project Application dated _____ for Project No. _____)*, and in the plans and specifications submitted to the FAA on _____ which are made a part hereof.

*Strike out the inappropriate clause.

7

FORM 100-1000-1-59 (REVISED 5-22-59) EDITION

THE FOLLOWING IS A SUMMARY OF THE ESTIMATED COSTS OF THE PROJECT:

ITEM	TOTAL ESTIMATED COST	ESTIMATED SPONSOR'S SHARE OF COST		ESTIMATED FEDERAL SHARE OF COST	
		AMOUNT	PER-CENT	AMOUNT	PER-CENT
1. LAND COSTS	\$648,000	298,792.80	46.11	\$349,207.20	53.89
2. CONSTRUCTION COSTS	110,200				
3. ENGINEERING AND SUPERVISION COSTS	110,000				
4. ADMINISTRATIVE COSTS	15,000				
5. Total of 2, 3, and 4 above	136,200	62,801.82	46.11	73,398.18	53.89
6. CONTINGENCIES					
7. TOTAL ALL ESTIMATED PROJECT COSTS (Items 1, 5, and 6)	\$784,200	361,594.62		422,605.38	

Part II-REPRESENTATIONS

The Sponsor hereby represents and certifies as follows:

1. Legal Authority.-The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the Act and the Regulations; (2) to accept, receive, and disburse grants of funds from the United States in aid of the Project, on the terms and conditions stated in the Act and the Regulations; and (3) to carry out all of the provisions of Parts III and IV of this Project Application.

2. Funds.-The Sponsor now has on deposit, or is in a position to secure, \$ 350,000 for use in defraying the costs of the Project. The present status of these funds is as follows:

Deposited in a special Airport Funds

Part I - PROJECT APPLICATION

(For use only for description of project purposes)

3. Approvals of Other Agencies.-The Project has been approved by all non-Federal agencies whose approval is required, namely:

None

4. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

5. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Parts III and IV of the Project Application, either by limiting its legal or financial ability or otherwise, except as follows:

None

6. Land.—The Sponsor holds the following property interests in the following areas of land which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas¹ are identified on the aforementioned property map designated as Exhibit "A":

See title opinion submitted with Project Application for project 9-04-128D-01 dated April 23, 1962.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

¹ State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

Part III—SPONSOR'S ASSURANCES

In order to furnish the assurances required by the Act and Regulations the Sponsor hereby covenants and agrees with the United States, as follows:

1. These covenants shall become effective upon acceptance by the Sponsor of an offer of Federal aid for the Project or any portion thereof, made by the FAA, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under this Project, but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project.

2. The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds, and classes: *Provided*, That the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport: *And Provided Further*, That the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

3. The Sponsor will not exercise, grant, or permit any exclusive right for the use of the Airport forbidden by Section 308 of the Federal Aviation Act of 1958. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will not either directly or indirectly exercise, or grant to any person, firm or corporation, or permit any person, firm, or corporation to exercise any exclusive right for the use of the Airport for commercial flight operations, including air carrier transportation, rental of aircraft, conduct of charter flights, operation of flight schools, or the carrying on of any other service or operation requiring the use of aircraft.

4. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service: *Provided*, That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

b. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

c. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection a, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection a.

5. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any service of a nonaeronautical nature or to obligate the Sponsor to furnish any particular nonaeronautical service at the Airport.

6. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes: *Provided*, That nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; *And Provided Further*, That nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

7. Insofar as it is within its powers and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section A of FAA Technical Standard Order No. N18, dated April 26, 1950, as amended. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land.

8. All facilities of the Airport developed with Federal aid, and all those usable for the landing and taking-off of aircraft, will be available to the United States at all times, without charge, for use by military and naval aircraft in common with other aircraft, except that if the use by military and naval aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. Unless otherwise determined by the FAA, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by military and naval aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or during any calendar month that:

1944 EDITION (REVISED) FEDERAL AERONAUTICS ADMINISTRATION

a. Five (5) or more military or naval aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement and each take-off as a movement) of military or naval aircraft is 300 or more, or the gross accumulative weight of military or naval aircraft using the Airport (the total movements of military or naval aircraft multiplied by gross certified weights of such aircraft) is in excess of five million pounds.

9. Whenever so requested by the FAA, the Sponsor will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for air traffic control activities, or weather-reporting activities and communication activities related to air traffic control, such areas of land or water, or estate therein, or rights in buildings of the Sponsor as the FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes. The approximate amounts of areas and the nature of the property interests and/or rights so required will be set forth in the Grant Agreement relating to the Project. Such areas or any portion thereof will be made available as provided herein within four months after receipt of written request from the FAA.

10. The Sponsor will furnish the FAA with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the FAA, or may be submitted in such manner as the Sponsor elects so long as the essential data are furnished. The Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, will be made available for inspection by any duly authorized representative of the FAA upon reasonable request. The Sponsor will furnish to the FAA, upon request, a true copy of any such document.

11. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the FAA to be eligible under the Act and the Regulations to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with the Act, the Regulations, and these covenants.

12. The Sponsor will keep up to date at all times a master plan layout of the Airport showing: (1) the boundaries of the Airport and of all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such master plan layout, and each amendment, revision, or modification

Part IV—PROJECT AGREEMENT

If the Project or any portion thereof is approved by the FAA, and an offer of Federal aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the Act and the Regulations, the plans and specifications for such development, as approved by the FAA, and the Grant Agreement with respect to the Project.

IN WITNESS WHEREOF, the Sponsor has caused this Project Application to be duly executed in its name, this 12th day of March, 1963

COUNTY OF SANTA CLARA

(Name of Sponsor)

BY Howard W. Campen

HOWARD W. CAMPEN

COUNTY EXECUTIVE

(Title)

OPINION OF SPONSOR'S ATTORNEY

I HEREBY CERTIFY that all statements of law made in this Project Application and all legal conclusions upon which the representations and covenants contained herein are based, are in my opinion true and correct.

John R. Kennedy

ASST. COUNTY COUNSEL

(Title)

March 12, 1963

(Date)

re: [Illegible text]

[Illegible text]

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part 1-Offer

Date of Offer September 4, 1963

Reid-Hillview

Airport

Project No. 9-04-128-D4C2

Contract No. FA-WE-2986

TO: The County of Santa Clara, California
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Agency, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated March 12, 1963, for a grant of Federal funds for a project for development of the Reid-Hillview Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Land acquisition (Parcels 1, 2 and 4); relocate Cunningham Avenue

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION AGENCY, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 53.89 per centum of said allowable project costs, subject to the following terms and conditions.

This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$ 384,879.00.
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within **sixty** days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
 - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 550.7 and 550.8 of the Regulations of the Federal Aviation Agency (14 CFR 550) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations";
 - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 550.4(a) of the Regulations.
4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Section 550.9 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 550.9(d) of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 550.9(c) of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the airport as provided in the Project Application incorporated herein and specifically covenants and agrees in accordance with its Assurance 4 in Part III of said Project Application that in its operation and the operation of all facilities thereof neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before November 4, 1963 or such subsequent date as may be prescribed in writing by the FAA.
8. It is recognized by the parties hereto that on February 11, 1963, Part 550 of the Regulations of the Federal Aviation Agency (14 CFR 550) was deleted and superseded by Part 151 of the Federal Aviation Regulations (27 FR 12348). Therefore, it is understood and agreed that Paragraphs 2(b), 3 and 4 of this Grant Agreement are hereby deleted and the following Paragraphs 2(b), 3 and 4 are substituted in their place and stead:

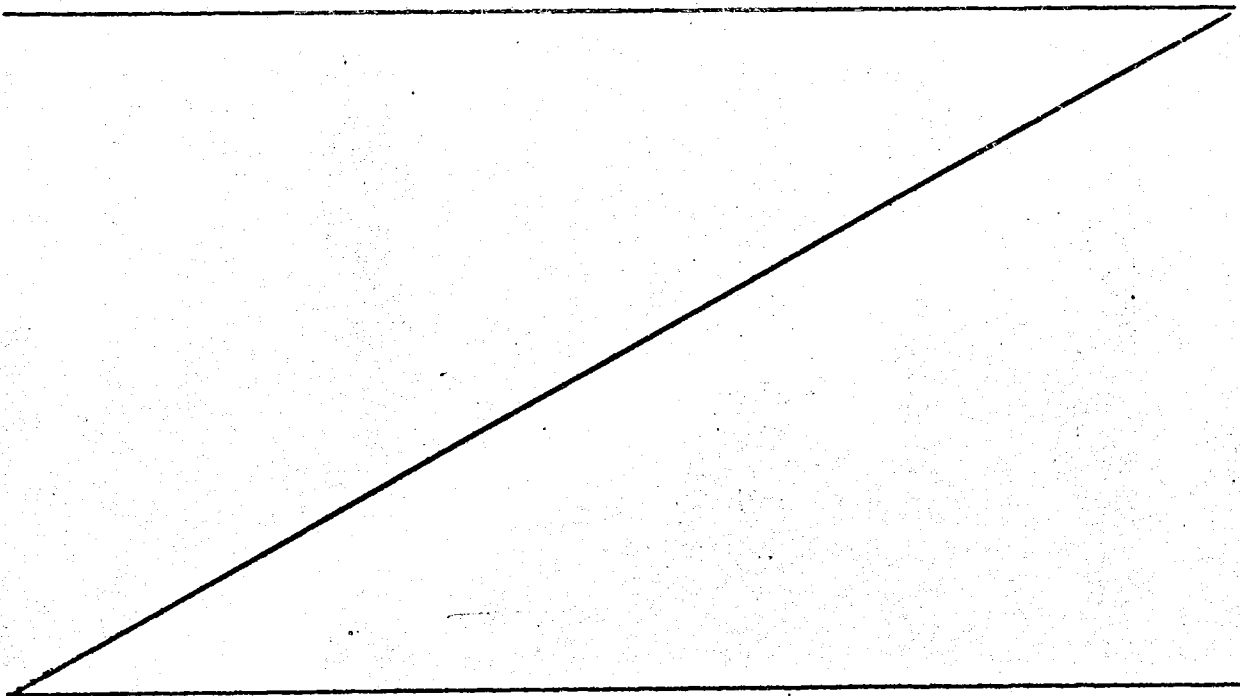
"2(b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, as amended, and Sections 151.45, 151.47, 151.49, 151.51, 151.53 and 151.55, of the Federal Aviation Regulations (27 FR 12348) in effect as of the date of acceptance of this Offer; which Regulations are hereafter referred to as the 'Regulations';"

"3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 151.41(b) of the Regulations."

"4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Section 151.57, 151.59, 151.61 and 151.63 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 151.63 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 151.63 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment."

9. It is understood and agreed that the following is substituted for the provisions of Paragraph 3, Part III-Sponsor's Assurances of the said Project Application: The Sponsor will not grant or permit any exclusive right for the use of the airport forbidden by Section 302 of the Federal Aviation Act of 1958 and will otherwise comply with all applicable laws, and with the policies of the Federal Aviation Agency with respect to the conduct of aeronautical activities on the airport as set forth in the statement of policy published in the Federal Register of July 25, 1962, (27 FR 7054). In furtherance of this covenant (but without limiting its general applicability and effect) the Sponsor specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation, the exclusive right for the conduct of any aeronautical activity on the airport, including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activities, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity: Provided, that, the Sponsor may grant such exclusive right that is permitted under any surplus property instrument of transfer pursuant to which surplus property was conveyed to the Sponsor by the United States pursuant to the Surplus Property Act of 1944, (61 Stat. 673), as amended.
10. It is understood and agreed that each contract awarded for construction work under this project is subject to the provisions of the Work Hours Act of 1962, P. L. 87-581. It is further understood and agreed that each such contract will contain stipulations requiring the contractor or subcontractor to pay wages to all laborers and mechanics employed on the work in conformance with the provisions of the Act and that the Sponsor may withhold or cause to be withheld from the contractor or subcontractor so much of the accrued payments as may be considered necessary to pay laborers and mechanics employed by any such contractor or subcontractor on the work the full amount of wages required by the contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided by the Act. It is also understood and agreed that, in the event of failure of any contractor or subcontractor to pay any laborer or mechanic employed or working on the site of the work all or part of the wages required by the contract, the FAA may, after written notice to the Sponsor, withhold from the Sponsor so much of the accrued payments or advances representing unpaid wages and liquidated damages.

11. The areas of land or water, or estate therein or rights in buildings required by the Federal Government for the activities set forth in Paragraph 9 of Part III of the Project Application shall be as set forth in Schedule "A" attached to the Grant Agreement for Project No. 9-04-128-D201, which said schedule is incorporated herein and made a part hereof by reference.
12. It is hereby understood and agreed by and between the parties hereto that the United States will not make nor be obligated to make any payments involving Parcels 1, 2 and 4 as shown on the property map attached hereto and identified as Exhibit "A" until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interest as may be found satisfactory to the FAA in and to said Parcels 1, 2 and 4 (or any portion thereof for which grant payment is sought) subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk of interference with the use and operation of the airport.
13. It is hereby understood and agreed by and between the parties hereto that the participation by the United States in the cost of relocating Cunningham Avenue shall be based on the cost of providing a comparable road.
14. It is hereby understood and agreed by and between the parties hereto that the United States will not make nor be obligated to make final payment hereunder until the Sponsor has furnished evidence satisfactory to the FAA that that portion of Cunningham Avenue which abuts Parcels 1 and 2, as delineated on the property map attached hereto as Exhibit "A", has been legally vacated and closed.



The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY

By Charles J. Winger
(TITLE)
Chief, Airports Division

Part II-Acceptance

The County of Santa Clara, California does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this day of OCT 7 1963, 19.....

THE COUNTY OF SANTA CLARA, CALIFORNIA
(Name of Sponsor)

By R. A. McHenry
Title Chairman of the Board of Supervisors

(SEAL)

Attest: Jean Pullan
Title: Clerk of the Board of Supervisors

CERTIFICATE OF SPONSOR'S ATTORNEY

I, John R. Kennedy....., acting as Attorney for the County of Santa Clara, (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California....., and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at San Jose, California, this ..7th.. day ofOctober....., 19.63.

/s/ John R. Kennedy
Title Assistant County Counsel

The foregoing instrument is a correct copy of the original
ATTEST: JEAN PULLAN
Clerk Board of Supervisors

By _____
Dated: OCT 7 1963

*L+B Financing
Airport Reid Hillview
FAA Grant*

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part 1-Offer

Date of Offer **September 4, 1963**

Reid-Hillview

Airport

Project No. **9-06-128-D402**

Contract No. **FA-42-2986**

TO: **The County of Santa Clara, California**
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Agency, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **March 12, 1963**, for a grant of Federal funds for a project for development of the **Reid-Hillview** Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Land acquisition (Parcels 1, 2 and 4); relocate Cunningham Avenue

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION AGENCY, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, **53.89 per centum of said allowable project costs, subject to the following terms and conditions.**

This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$ **384,878.00.** 396,010.19
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within **sixty** days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
 - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 550.7 and 550.8 of the Regulations of the Federal Aviation Agency (14 CFR 550) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations";
 - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 550.4(a) of the Regulations.
4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Section 550.9 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 550.9(d) of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 550.9(c) of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

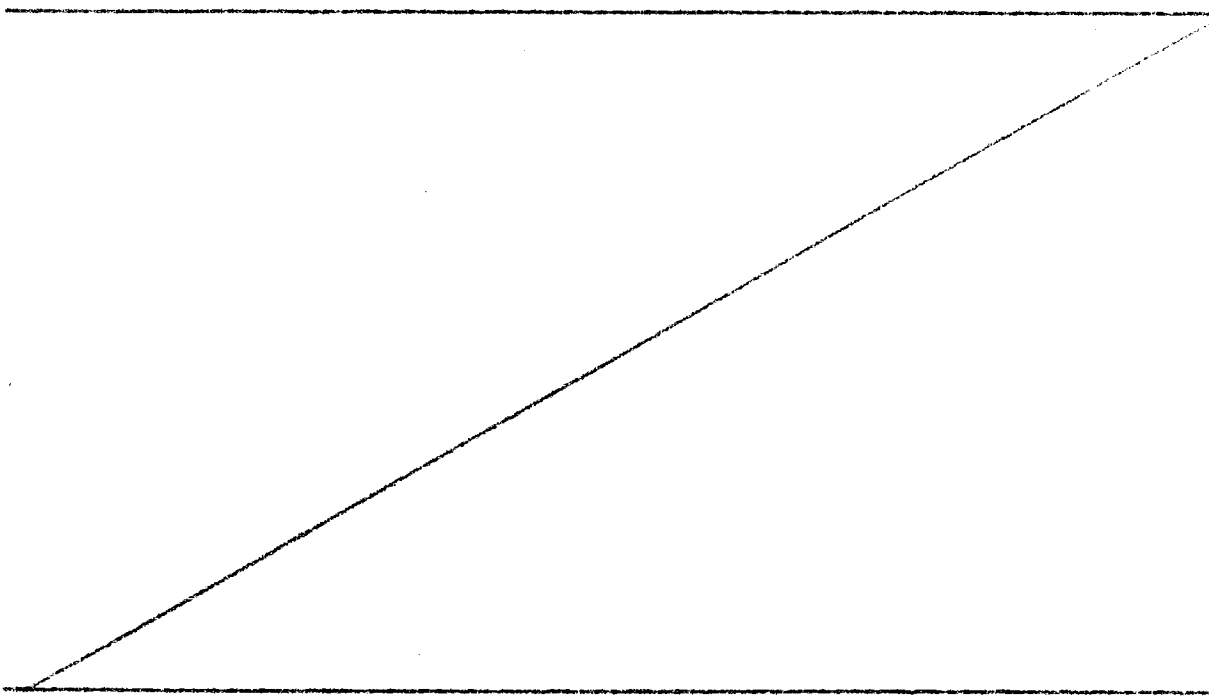
5. The Sponsor shall operate and maintain the airport as provided in the Project Application incorporated herein and specifically covenants and agrees in accordance with its Assurance 4 in Part III of said Project Application that in its operation and the operation of all facilities thereof neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before **November 4, 1963** or such subsequent date as may be prescribed in writing by the FAA.
8. It is recognized by the parties hereto that on February 11, 1963, Part 550 of the Regulations of the Federal Aviation Agency (14 CFR 550) was deleted and superseded by Part 151 of the Federal Aviation Regulations (27 FR 12348). Therefore, it is understood and agreed that Paragraphs 2(b), 3 and 4 of this Grant Agreement are hereby deleted and the following Paragraphs 2(b), 3 and 4 are substituted in their place and stead:

"2(b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, as amended, and Sections 151.45, 151.47, 151.49, 151.51, 151.53 and 151.55, of the Federal Aviation Regulations (27 FR 12348) in effect as of the date of acceptance of this Offer; which Regulations are hereafter referred to as the 'Regulations';"

"3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 151.41(b) of the Regulations."

"4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Section 151.57, 151.59, 151.61 and 151.63 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 151.63 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 151.63 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment."

9. It is understood and agreed that the following is substituted for the provisions of Paragraph 3, Part III-Sponsor's Assurances of the said Project Application: The Sponsor will not grant or permit any exclusive right for the use of the airport forbidden by Section 308 of the Federal Aviation Act of 1958 and will otherwise comply with all applicable laws, and with the policies of the Federal Aviation Agency with respect to the conduct of aeronautical activities on the airport as set forth in the statement of policy published in the Federal Register of July 25, 1962, (27 FR 7054). In furtherance of this covenant (but without limiting its general applicability and effect) the Sponsor specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation, the exclusive right for the conduct of any aeronautical activity on the airport, including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activities, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity: Provided, that, the Sponsor may grant such exclusive right that is permitted under any surplus property instrument of transfer pursuant to which surplus property was conveyed to the Sponsor by the United States pursuant to the Surplus Property Act of 1944, (61 Stat. 678), as amended.
10. It is understood and agreed that each contract awarded for construction work under this project is subject to the provisions of the Work Hours Act of 1962, P. L. 87-581. It is further understood and agreed that each such contract will contain stipulations requiring the contractor or subcontractor to pay wages to all laborers and mechanics employed on the work in conformance with the provisions of the Act and that the Sponsor may withhold or cause to be withheld from the contractor or subcontractor so much of the accrued payments as may be considered necessary to pay laborers and mechanics employed by any such contractor or subcontractor on the work the full amount of wages required by the contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided by the Act. It is also understood and agreed that, in the event of failure of any contractor or subcontractor to pay any laborer or mechanic employed or working on the site of the work all or part of the wages required by the contract, the FAA may, after written notice to the Sponsor, withhold from the Sponsor so much of the accrued payments or advances representing unpaid wages and liquidated damages.

11. The areas of land or water, or estate therein or rights in buildings required by the Federal Government for the activities set forth in Paragraph 9 of Part III of the Project Application shall be as set forth in Schedule "A" attached to the Grant Agreement for Project No. 9-04-128-D201, which said schedule is incorporated herein and made a part hereof by reference.
 12. It is hereby understood and agreed by and between the parties hereto that the United States will not make nor be obligated to make any payments involving Parcels 1, 2 and 4 as shown on the property map attached hereto and identified as Exhibit "A" until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interest as may be found satisfactory to the FAA in and to said Parcels 1, 2 and 4 (or any portion thereof for which grant payment is sought) subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk of interference with the use and operation of the airport.
 13. It is hereby understood and agreed by and between the parties hereto that the participation by the United States in the cost of relocating Cunningham Avenue shall be based on the cost of providing a comparable road.
 14. It is hereby understood and agreed by and between the parties hereto that the United States will not make nor be obligated to make final payment hereunder until the Sponsor has furnished evidence satisfactory to the FAA that that portion of Cunningham Avenue which abuts Parcels 1 and 2, as delineated on the property map attached hereto as Exhibit "A", has been legally vacated and closed.
-
- 

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as herein-after provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY

By Charles J. Winger
(TITLE)
Chief, Airports Division

Part II-Acceptance

The **County of Santa Clara, California** does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 7th day of October, 19 63

THE COUNTY OF SANTA CLARA, CALIFORNIA
(Name of Sponsor)

By Ramchikhan
Title Chairman of the Board of Supervisors

(SEAL)

Attest: Jean Pullan
Title: Clerk of the Board of Supervisors

CERTIFICATE OF SPONSOR'S ATTORNEY

I, John R. Kennedy, acting as Attorney for the County of Santa Clara, (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at San Jose, California this 7th day of October, 19 63.

John R. Kennedy
Title Assistant County Counsel

L. B. Swasey
7-04-128-D402

#12

October 10, 1967

Mr. C. G. Hand, Chief
Airports Branch
Federal Aviation Administration
831 Mitten Road
Burlingame, California

Subject: Agreement with Federal Aviation Administration
For Amendment No. 1 to Grant Agreement
For Project #9-04-128-D402
Reid Hillview Airport
Contract No. FA-WE-2986

Dear Mr. Hand:

Enclosed you will find (3) fully executed copies 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 October 2, 1967 approved this agreement on behalf of the County.

The enclosed copies are for your records.

Very truly yours,

JEAN PULLAN, Clerk
of the Board of Supervisors

By _____
Deputy Clerk

JP: jc

Encl.

Three certified copies of resolution authorizing execution of above amendment are also enclosed.
No. 4

AMENDMENT NUMBER 1 TO GRANT AGREEMENT FOR PROJECT NO. 9-04-128-D402

Reid-Hillview Airport
County of Santa Clara, Calif.
Contract No. FA-WE-2986

WHEREAS, THE Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States that the Grant Agreement between the FAA, acting for and on behalf of the United States, and the County of Santa Clara, California, (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on the 7th day of October 1963, be amended as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree that the maximum amount of the obligation of the United States as set forth in paragraph 1 of the terms and conditions of the Grant Agreement between the United States and the Sponsor, accepted by said Sponsor on the 7th day of October 1963, relating to Reid-Hillview Airport, Project No. 9-04-128-D402, is hereby increased from \$384,878.00 to \$398,010.18.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of the _____ day of _____, 1967.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION, Western Region

By *Donald G. Pearson*
ACTING Area Manager

(SEAL)

THE COUNTY OF SANTA CLARA, CALIFORNIA
(Name of Sponsor)

Attest: *Shirley M. Rainey*

By: *J. J. [Signature]*

Title: Deputy

SANTA CLARA MARCS
Title: Chairman of the Board of

P.U. (3)

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
SAN FRANCISCO AREA OFFICE
831 MITTEN ROAD
BURLINGAME, CALIFORNIA 94010

*San Francisco
Airports Repl H
FAA*

#12
10/2/67

October 11, 1967
IN REPLY
REFER TO: SFO-600

Mr. Howard W. Campen, County Executive
County of Santa Clara
Department of Public Works
20 West Hedding Street
San Jose, California 95110

Dear Mr. Campen:

This will acknowledge receipt of the executed Amendment No. 1 to
Grant Agreement for Reid-Hillview Airport, San Jose, California,
Federal Aid Airport Project No. 9-04-128-D402.

FAW E - 296

Sincerely yours,

Original signed by Ned E. Nelson

C. G. Hand
Chief, Airports Branch

cc:
Jean Pullan, Clerk of Board of Supervisors

RECEIVED
OCT 13 11 45 AM '67
SAN FRANCISCO
COMMUNICATIONS SECTION

AMENDMENT NUMBER 1 TO GRANT AGREEMENT FOR PROJECT NO. 9-04-128-D402

Reid-Hillview Airport
County of Santa Clara, Calif.
Contract No. FA-WE-2986

WHEREAS, THE Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States that the Grant Agreement between the FAA, acting for and on behalf of the United States, and the County of Santa Clara, California, (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on the 7th day of October 1963, be amended as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree that the maximum amount of the obligation of the United States as set forth in paragraph 1 of the terms and conditions of the Grant Agreement between the United States and the Sponsor, accepted by said Sponsor on the 7th day of October 1963, relating to Reid-Hillview Airport, Project No. 9-04-128-D402, is hereby increased from \$384,878.00 to \$398,010.18.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to said Grant Agreement to be duly executed as of the _____ day of _____, 1967.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION, Western Region

By Donald E. Pearson
ACTING Area Manager

(SEAL)

THE COUNTY OF SANTA CLARA, CALIFORNIA
(Name of Sponsor)

Attest: Shirley M. Rainey

By: Sally Della Macis
SALLY DELLA MACIS

Title: _____

Title: Chairman of the Board of Supervisors

P.W. (3)



FEDERAL AVIATION AGENCY
WESTERN REGION
P.O. Box 90007, Airport Station
Los Angeles 9, California

*L & B Airports
Reid Hillview
Gen*

AUG 18 1963

*Extra item
Aug 19, 1963*

IN REPLY
REFER TO: _____

(Oral report by Co. Executive)

AIRMAIL

Mr. Howard W. Campen
County Executive
County of Santa Clara
70 West Rosa Street
San Jose, California

Dear Mr. Campen:

In response to your request to participate in the Fiscal Year 1964 Federal-aid Airport Program, the Administrator has allocated \$402,500.00 under the terms of the Federal Airport Act for a project at the Reid-Hillview Airport to perform the following airport development:

Construct runway (3100' x 75') including lighting and parallel taxiway system (40' x 4800')	\$151,431.00
Construct aircraft parking apron (400,000 sq. ft.)	107,780.00
Acquire land - airport development (13 acres)	77,840.00
Install perimeter fence (approximately 12,000 L. F.)	19,400.00
Acquire land - airport development (6.9 acres) - Parcel 2	37,184.00
Construct airport entrance road (700' x 24')	<u>8,865.00</u>
Total	\$402,500.00

This airport development is considered desirable and necessary to improve the Reid-Hillview Airport so that it becomes a more effective part of the national system of public airports. This allocation of funds is specific and firm insofar as the United States is concerned

8/16/63

(Signature)

as long as you proceed with due diligence and meet the requirements for project approval by the date specified herein. These funds are to be used only for the development specified above and may not be allocated toward other development without the approval of the Federal Aviation Agency.

Under the terms of the Federal Airport Act, a Grant Offer can be made only if the Project Application and other related documents have been submitted to and approved by this Agency. Therefore, this allocation of funds is subject to the Project Application meeting the requirements of the Act and the Regulations of the Administrator promulgated thereunder.

This allocation, or any remaining portion thereof, will be automatically withdrawn in the event a Project Application and other related documents are not submitted on or before March 15, 1964. This date is established in order that a Grant Agreement may be executed no later than June 30, 1964.

There are a number of specific requirements necessary in the processing of a Project Application. For further information regarding these requirements, please contact the District Airport Engineer, Federal Aviation Agency, P. O. Box 8307, Airport Station, San Francisco 28, California.

Sincerely yours,


Charles J. Winger
Chief, Airports Division

8/20/63

cc: Board of Supervisors
Otis Calhoun

*L & B Financing
Airports Reid Hillview*

Date: October 8, 1963

MEMORANDUM *FAA Grant*
County of Santa Clara

To: County Executive

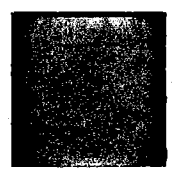
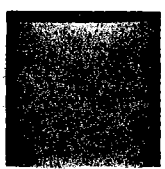
Dept: Clerk of the Board

From: Mrs. Jean Pullan

SUBJECT: Reid-Hillview Airport, Federal-Aid Project

FORM PD 14

In accordance with your request, we are returning herewith all fully executed papers for transmittal to the FAA.



35
FEDERAL AVIATION AGENCY
WESTERN REGION
DISTRICT AIRPORT ENGINEER
P. O. Box 8307
San Francisco, California 94128

September 10, 1963

Mr. Howard W. Campen
County Executive
County of Santa Clara
70 West Rosa Street
San Jose 10, California

Dear Mr. Campen:

The Reid-Hillview Airport, Federal-Aid Project No. 9-04-128-D402 has been approved. Enclosed are the original and three copies of the Grant Offer, dated September 4, 1963, under which the United States proposes to commit itself to participate in the allowable costs of the project not to exceed \$384,878.00. Your attention is directed to the special provisions on Pages 3, 3a, and 3b which are self-explanatory.

You are advised that the Grant Offer Form FAA-1632 has been revised to incorporate a new paragraph 5 relative to discrimination.

The Grant Offer should be accepted by a duly authorized representative of Santa Clara County on or before November 4, 1963. The resolution authorizing its acceptance should either include the Grant Offer verbatim, or, the Grant Offer should be included by reference and a true copy of the Grant Offer attached to the Resolution. It is important that the date of acceptance of the Grant Offer be the same date or a date subsequent to the date of the enabling Resolution. Also, the certificate at the bottom of Page 4 should be signed by the County Attorney as of the date of Grant Offer acceptance, or a date subsequent.

It will be appreciated if you will return the original and two executed copies of the Grant Agreement to this office, together with four certified copies of the enabling Resolution.

You are advised that on acceptance of this Grant Offer the following allocated items under the 1964 Fiscal Year Federal Aid Airport Program remain unobligated:

<u>Item</u>	<u>Amount</u>
Construct runway (3100' x 75') including lighting and parallel taxiway system (40' x 4800')	\$151,431.00
Construct aircraft parking apron (400,000 sq. ft.)	107,780.00


OCT 7 1963

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

Acquire land - airport development (13 acres)	77,840.00
Install perimeter fence (approx. 12,000 L. F.)	19,400.00
Acquire land - airport development (6.9 acres) Parcel 2	37,184.00
Construct airport entrance road (700' x 24')	<u>8,865.00</u>
Total	\$402,500.00

The tentative allocation for the above items expires March 15, 1964. It is requested the County commence the preparation of the Project Application and plans and specifications for these items in order that a Grant Agreement may be entered into at the earliest possible date.

Sincerely,


C. G. Hand
District Airport Engineer

Enclosures
Grant Offer - 4

cc: Mr. Otis Calhoun, Assistant Director
Department of Public Works
San Jose, California

#35

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ACCEPTING THE GRANT OFFER OF THE UNITED STATES OF AMERICA THROUGH THE FEDERAL AVIATION AGENCY IN THE MAXIMUM AMOUNT OF \$384,878 TO BE USED UNDER PROJECT NO. 9-04-128-D402 IN THE DEVELOPMENT OF REID-HILLVIEW AIRPORT

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, as follows:

1. That the County of Santa Clara shall accept the Grant Offer of the United States of America in the amount of \$384,878 for the purpose of obtaining Federal Aid under Project No. 9-04-128-D402 in the development of Reid-Hillview Airport; and

2. That the Chairman of the Board of Supervisors of the County of Santa Clara is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Part II - Acceptance) on behalf of the County of Santa Clara, and the Clerk of the Board of Supervisors is hereby authorized and directed to attest the signature of the Chairman and to impress the official seal of the County of Santa Clara on the aforesaid statement of Acceptance; and

3. A true copy of the Grant Offer referred to herein is attached hereto and made a part hereof.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on OCT 7 1963, 1963, by the following vote:

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



Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk of the Board of Supervisors



WMS:sa
9/24/63

cc: Co. Council
Pub. Works
Co. Office


adopted
10-7-63

C E R T I F I C A T E

I, JEAN PULLAN, Clerk of the Board of Supervisors of the County of Santa Clara, State of California, do hereby certify that the foregoing is a full, true, and correct copy of the resolution adopted at a regular meeting of the Board of Supervisors of the County of Santa Clara held on the _____ day of OCT 7 1963, 1963, and that the same is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the County of Santa Clara this _____ day of OCT 7 1963, 1963.


Clerk of the Board of Supervisors

(seal)

FEDERAL AVIATION AGENCY

GRANT AGREEMENT

Part 1-Offer

Date of Offer	October 26, 1964	
Reid-Hillview Airport of Santa Clara County		Airport
Project No.	9-04-128-D503	
Contract No.	FA65WE-0121	

TO: The County of Santa Clara, California
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Agency, herein referred to as the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated March 9, 1964, for a grant of Federal funds for a project for development of the Reid-Hillview Airport of Santa Clara County Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the FAA is hereby incorporated herein and made a part hereof; and

WHEREAS, the FAA has approved a project for development of the Airport (herein called the "Project") consisting of the following-described airport development:

Land acquisition (Parcels 03-1 and 03-2); clear and drain site, including relocation of 3 hangars (Buildings 1, 2 and 3); construct, mark and light runway (3100' x 75'), including taxiway guidance signs, beacon and tower, lighted wind cone and vault; construct parallel and connecting taxiways (3550' x 40'), holding apron (250' x 80'), hangar access taxiway (675' x 20'), parking apron (approximately 708,645 S.F.), including tie-downs; install security and perimeter fencing (approximately 13,864 L.F.), water line (approximately 3335 L.F.), including 3 hydrants.

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Federal Airport Act, as amended (49 U.S.C. 1101), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport as herein provided, THE FEDERAL AVIATION AGENCY, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 53.96 per centum of said allowable project costs.

This Offer is made on and subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be \$ 346,570.
2. The Sponsor shall:
 - (a) begin accomplishment of the Project within sixty days after acceptance of this Offer or such longer time as may be prescribed by the FAA, with failure to do so constituting just cause for termination of the obligations of the United States hereunder by the FAA;
 - (b) carry out and complete the Project without undue delay and in accordance with the terms hereof, the Federal Airport Act, and Sections 151.45-151.55 of the Regulations of the Federal Aviation Agency (14 CFR 151) in effect as of the date of acceptance of this Offer; which Regulations are hereinafter referred to as the "Regulations";
 - (c) carry out and complete the Project in accordance with the plans and specifications and property map, incorporated herein, as they may be revised or modified with the approval of the FAA.
3. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Section 151.41 (b) of the Regulations.
4. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of Sections 151.57 - 151.63 of the Regulations. Final determination as to the allowability of the costs of the project will be made at the time of the final grant payment pursuant to Section 151.63 of the Regulations: Provided, that, in the event a semi-final grant payment is made pursuant to Section 151.63 of the Regulations, final determination as to the allowability of those costs to which such semi-final payment relates will be made at the time of such semi-final payment.

5. The Sponsor shall operate and maintain the Airport as Provided in the Project Application incorporated herein and specifically covenants and agrees, in accordance with its Assurance 4 in Part III of said Project Application, that in its operation and the operation of all facilities thereof, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed or national origin in the use of any of the facilities provided for the public on the airport.
6. The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.
7. This Offer shall expire and the United States shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the Sponsor on or before December 26, 1964 or such subsequent date as may be prescribed in writing by the FAA.
8. The areas of land or water, or estate therein or rights in buildings required by the Federal Government for the activities set forth in Paragraph 9 of Part III of the Project Application shall be as set forth in Schedule "A" attached to the Grant Agreement for Project No. 9-04-128-D201, which said schedule is incorporated herein and made a part hereof by reference.
9. It is understood and agreed by and between the parties hereto that the United States will not make nor be obligated to make any payments involving Parcels 03-1 and 03-2 as shown on the property map attached hereto and identified as Exhibit "A" until the Sponsor has submitted evidence that it has acquired a fee title or such lesser property interest as may be found satisfactory to the FAA in and to said Parcels 03-1 and 03-2 (or any portion thereof for which grant payment is sought) subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk of interference with the use and operation of the airport.
10. It is understood and agreed by and between the parties hereto that the United States will not participate nor be obligated to participate in the cost of acquiring that portion of Parcel 03-2 (approximately 5 acres) which will be utilized for automobile parking.
11. Notwithstanding the inclusion of the following items of construction in the plans and specifications for this project, it is hereby understood and agreed by and between the parties hereto that the United States will not participate nor be obligated to participate in the cost thereof:
 1. Access road.
 2. Wash rack.
 3. Service lines from re main.
 4. Sanitary sewer line.

5. Apron paving within 25 feet of the west side and south end of Hangar No. 1.
 6. The paving between Hangars 1 and 2, except for the 675' x 20' access taxiway.
 7. Apron tie-down marking.
 8. Relocation of any buildings except those numbered 1, 2 and 3 on the approved project plans.

 12. It is understood and agreed by and between the parties hereto that participation by the United States in the cost of installing the perimeter fence shall be based on the cost of installing a 6 foot fence.
 13. By its acceptance of this Grant Offer, the Sponsor covenants and agrees that insofar as is within its power and to the extent reasonable, it will take such action as may be necessary to restrict the use of land, adjacent to or in the immediate vicinity of the airport, to activities and purposes compatible with normal airport operations including landing and take-off of aircraft.
 14. The Sponsor covenants and agrees that such financial records of the project established, maintained, and made available to personnel of the FAA, in conformity with Section 351.55 of the Regulations of the Federal Aviation Agency (14 CFR 151), will also be made available to representatives of the Comptroller General of the United States.
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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as herein-after provided, and said Offer and Acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
FEDERAL AVIATION AGENCY

By

(TITLE)

Chief, Airports Division

Part II-Acceptance

The does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this day of, 19.....

THE COUNTY OF SANTA CLARA, CALIFORNIA
(Name of Sponsor)

By

Title

(SEAL)

Attest:

Title:

CERTIFICATE OF SPONSOR'S ATTORNEY

I,, acting as Attorney for
(herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of California, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at this day of, 19.....

Title

4/23/62

PROJECT APPLICATION

(For Federal Aid for Development of Public Airports)

Part I—PROJECT INFORMATION

County of Santa Clara, California

The _____ (herein called the "Sponsor") hereby makes application to the Administrator of Civil Aeronautics (herein called the "Administrator") for a grant of Federal funds pursuant to the Federal Airport Act and the Regulations issued thereunder, for the purpose of aiding in financing a project (herein called the "Project") for development of the _____ Airport (herein called the "Airport") located at latitude 37° - 19' - 58" longitude 121° 49' - 07", in the _____ County of Santa Clara of the State of California.

It is proposed that the Project consist of the following-described airport development:

- (1) Reimbursement for acquisition of Parcel 1.
- (2) Acquisition of Parcel 2.
- (3) Acquisition of Easement over Parcel 3.

All as indicated on attached property map - Exhibit "A".

1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100

all as more particularly described in the property map attached hereto as Exhibit "A" and the plans and specifications separately submitted to the Administrator on none which are made a part hereof.

THE FOLLOWING IS A SUMMARY OF THE ESTIMATED COSTS OF THE PROJECT:

ITEM	TOTAL ESTIMATED COST	ESTIMATED SPONSOR'S SHARE OF COST		ESTIMATED FEDERAL SHARE OF COST	
		AMOUNT	PERCENT	AMOUNT	PERCENT
1. LAND COSTS	731,342	336,564	46.02	394,778	53.98
2. CONSTRUCTION COSTS					
3. ENGINEERING AND SUPERVISION COSTS					
4. ADMINISTRATIVE COSTS					
5. Total of 2, 3, and 4 above	731,342	336,564	46.02	394,778	53.98
6. CONTINGENCIES					
7. TOTAL ALL ESTIMATED PROJECT COSTS (Items 1, 5, and 6)	731,342	336,564		394,778	

Part II—REPRESENTATIONS

The Sponsor hereby represents and certifies as follows:

1. Legal Authority.—The Sponsor has the legal power and authority: (1) to do all things necessary in order to undertake and carry out the Project in conformity with the Act and the Regulations; (2) to accept, receive, and disburse grants of funds from the United States in aid of the Project, on the terms and conditions stated in the Act and the Regulations; and (3) to carry out all of the provisions of Parts III and IV of this Project Application.

2. Funds.—The Sponsor now has on deposit, or is in a position to secure, \$350,000 for use in defraying the costs of the Project. The present status of these funds is as follows:

A total of 601,994 has already been paid out for the purchase of Parcel One (1).

NOTICE OF PUBLIC HEARING
(For the purpose of the development of Public Works)
NOTICE OF PUBLIC HEARING

The Sponsor will deposit all Project funds in County Treasury, which is qualified by law to act as a depository of public funds. The Sponsor hereby designates County Controller to receive payments representing the United States' share of the Project costs.

3. Land.—The Sponsor holds the following property interests in the following areas of land which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas¹ are identified on the property map which is attached hereto as Exhibit "A":

Parcel 1 - See County Counsel's Title Report dated February 27, 1962, attached hereto.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

4. Approvals of Other Agencies.—The Project has been approved by all non-Federal agencies whose approval is required, namely:

None Required

5. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

6. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which (a) are known or by due diligence might be known; (b) in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Parts III and IV of the Project Application, either by limiting its legal or financial ability or otherwise; and (c) have not been brought to the attention of an authorized representative of the Administrator.

¹ State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

Part III—SPONSOR'S ASSURANCES

In order to furnish the Administrator the Sponsor's assurances required by the Act and the Regulations, the Sponsor hereby covenants and agrees with the United States, as follows:

1. These covenants shall become effective upon acceptance by the Sponsor of an offer of Federal aid for the Project or any portion thereof, made by the Administrator, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project.
2. The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds, and classes: *Provided*, That the Sponsor may establish such fair, equal, and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport: *And Provided Further*, That the Sponsor may prohibit any given type, kind, or class of aeronautical use of the Airport if such action will best serve the aeronautical needs of the area served by the Airport.
3. The Sponsor will not exercise, grant, or permit any exclusive right for the use of the Airport forbidden by Section 303 of the Civil Aeronautics Act of 1938, as amended. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will not either directly or indirectly exercise, or grant to any person, firm, or corporation, or permit any person, firm, or corporation to exercise any exclusive right for the use of the airport for commercial flight operations, including air carrier transportation, rental of aircraft, conduct of charter flights, operation of flight schools, or the carrying on of any other service or operation requiring the use of aircraft.
4. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:
 - a. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render any service or furnish any parts, materials, or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:
 - (1) to furnish good, prompt, and efficient service² adequate to meet all the demands for its service² at the Airport;
 - (2) to furnish said service² on a fair, equal, and nondiscriminatory basis to all users thereof, and
 - (3) to charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service:² *Provided*, That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

² Note: As used in these subsections the word "service" shall include furnishing of parts, materials, and supplies (including sale thereof) as well as furnishing of service.

b. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform;

c. That if the Sponsor exercises any of the rights or privileges set forth in subsection (a) of this paragraph it will be bound by and adhere to the condition specified for contractors set forth in said subsection (a).

5. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any service of a nonaeronautical nature.

6. The Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for aeronautical purposes: *Provided*, That nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere substantially with such operation and maintenance. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the Airport.

7. Insofar as is within its powers and reasonably possible, the Sponsor will prevent the use of any land either within or outside the boundaries of the Airport in any manner (including the construction, erection, alteration, or growth of any structure or other object thereon) which would create a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit the usefulness of the Airport. This objective will be accomplished either by the adoption and enforcement of a zoning ordinance and regulations or by the acquisition of easements or other interests in lands or air space, or by both such methods. With respect to land outside the boundaries of the Airport, the Sponsor will also remove or cause to be removed any growth, structure, or other object thereon which would be a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or if such removal is not feasible, will mark or light such growth, structure, or other object as an airport obstruction or cause it to be so marked or lighted. The airport approach standards to be followed in performing the covenants contained in this paragraph shall be those established by the Administrator in Office of Airports Drawing No. 672, dated September 1, 1946, unless otherwise authorized by the Administrator.

8. All facilities of the Airport developed with Federal aid, and all those usable for the landing and taking-off of aircraft, will be available to the United States at all times, without charge, for use by military and naval aircraft in common with other aircraft, except that if the use by military and naval aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. The amount of use to be considered "substantial," and the charges to be made therefor, shall be determined by the Sponsor and the using agency.

9. Whenever so requested by the Administrator, the Sponsor will furnish to any civil agency of the United States, without charge (except for light, heat, janitor service, and similar facilities and services at the reasonable cost thereof), such space in airport buildings as may be determined by the Administrator to be reasonably adequate for use in connection with any airport air traffic control activities, weather-reporting activities, and communications activities related to airport air traffic control, which are necessary to the safe and efficient operation of the Airport and which such agency may deem it necessary

to establish and maintain at the Airport for such purposes: *Provided, however, That* the amounts of space the Sponsor may be required to furnish for such purposes, and on such conditions, shall not be in excess of the maximum amounts prescribed in the Grant Agreement relating to the Project. Such space or any portion thereof will be made available as provided herein within 6 months after receipt of written request from the Administrator. Additional building space for such purposes may be furnished to any civil agency of the United States upon such terms as may be agreed upon between such civil agency and the Sponsor.

10. After completion of the Project, and during the term of these covenants, the Sponsor will maintain a current system of Airport accounts and records, using a system of its own choice, sufficient to provide annual statements of income and expense. It will furnish the Administrator with such annual or special Airport financial and operational reports as he may reasonably request. Such reports may be submitted to the Administrator on forms furnished by him, or may be submitted in such other manner as the Sponsor elects, provided the essential data are furnished. The Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, will be available for inspection by any duly authorized representative of the Administrator upon reasonable request. The Sponsor will furnish to the Administrator, upon request, a true copy of any such document.

11. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the Act and the Regulations to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the Act, the Regulations, and these covenants.

12. The Sponsor will maintain a master plan layout of the Airport having the current approval of the Administrator. Such layout shall show building areas, approach areas, and landing areas, indicating present and future proposed development. The Sponsor will conform to such master plan layout in making any future improvements or changes at the Airport which, if made contrary to the master plan layout might adversely affect the safety, utility, or efficiency of the Airport.

13. (a) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interests in the following areas of land ¹ on which such construction work is to be performed, all of which areas are identified on the property map which is attached hereto and identified as Exhibit "A":

None

¹ State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

(b) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interests in the following areas of land¹ which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the property map which is attached hereto and identified as Exhibit "A":

- (1) Fee title to Parcel 2
- (2) Air easement over Parcel 3 for 500' clear zone.

14. If at any time it is determined by the Administrator that there is any outstanding right or claim of right in or to the Airport property, other than those set forth in paragraph 8 of Part II and paragraph 13(a) and 13(b) of this Part, the existence of which creates an undue risk of interference with the operation of the Airport or the performance of the covenants of this Part, the Sponsor will acquire, extinguish, or modify said right or claim of right in a manner acceptable to the Administrator.

15. Unless the context otherwise requires, all terms used in these covenants which are defined in the Act and the Regulations shall have the meanings assigned to them therein.

COMMISSIONER OF REVENUE
STATE OF NEW YORK
ALBANY, N. Y.

DEPARTMENT OF REVENUE

STATE OF NEW YORK
DEPARTMENT OF REVENUE

SECTION 1117, TAX LAW OF 1936

IN WITNESS WHEREOF, the Director has caused this notice to be printed and published in the Official Journal of the State of New York, and the same to be filed in the office of the Director of the Department of Revenue, on this 10th day of June, 1964.

¹ State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

Part IV—PROJECT AGREEMENT

If the Project or any portion thereof is approved by the Administrator, and an offer of Federal aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the Act and the Regulations, the plans and specifications for such development, as approved by the Administrator, and the Grant Agreement with respect to the Project.

IN WITNESS WHEREOF, the Sponsor has caused this Project Application to be duly executed in its name, this 23rd day of April, 19 62

County of Santa Clara
(Name of Sponsor)

By Howard W. Campen
Howard W. Campen

County Executive
(Title)

OPINION OF SPONSOR'S ATTORNEY

I HEREBY CERTIFY that all statements of law made in this Project Application and all legal conclusions upon which the representations and covenants contained herein are based, are in my opinion true and correct.

Agustin W. Williams
Agustin W. Williams

County Counsel
(Title)
April 23, 1962
(Date)

U. S. GOVERNMENT PRINTING OFFICE 10-58003-1



POLICY OF TITLE INSURANCE

ISSUED BY

Title Insurance and Trust Company

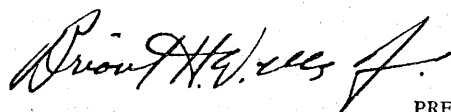
Title Insurance and Trust Company, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal 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;

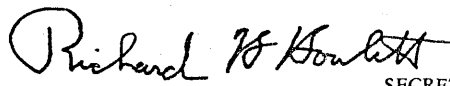
all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

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

SCHEDULE A

Amount \$40,860.00

Effective Date May 14, 1964
at 10:40 a.m.

I N S U R E D

Premium \$ 258.00

Policy No. B-244862
Reid-Hillview
Parcel 3511-15-7
Gilmore, Ray

COUNTY OF SANTA CLARA,
State of California

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

COUNTY OF SANTA CLARA,
State of California

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.

Application No. B-244862

TO 1012-1B Cont. C
California Land Title Association
Standard Coverage Policy—1963

SCHEDULE B — (*Continued*)

PART II

1. Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Lane.

Appl. No. B-244862

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

SCHEDULE C

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

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

EXHIBIT A

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

PORTION OF LOT 64, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract" which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book C of Maps, at page 57, and more particularly described as follows:

BEGINNING at a point on the Southeasterly line of Fillmore Tract, hereinabove referred to, at the common corner of Lots 64 and 65, as shown on the Map of said Fillmore Tract; thence along the Southeasterly line of said Fillmore Tract, (said Southeasterly line being in Swift Land), South 50° West 155 feet; thence leaving the Southeasterly line of said Fillmore Tract, and running parallel with the line dividing said Lots 64 and 65, Northwesterly 1431.54 feet, more or less, to the Northwesterly line of said Lot 64; thence along said Northwesterly line North $49^{\circ} 51'$ East 155 feet to the most Northerly corner of said Lot 64; thence along the line dividing said Lots 64 and 65, Southeasterly 1432.20 feet to the point of beginning.

CONTAINING APPROXIMATELY 5.09 acres of land.

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

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

MAP
of the
Subdivision
of the
Filmore Tract

Surveyed October 1887 by
Hermann Brock & Company C.E.

REQUISITORY
I, Wm. H. White
of the County of Santa Clara,
State of California, do hereby certify that the above described map is a true and correct copy of the original map on file in my office.

Wm. H. White
County Clerk
Santa Clara County
California



I hereby certify that I am the proprietor of the tract of land shown and returned on the map hereto attached, that said tract has been laid out and the lots and lots numbered according to my intention that the attached map, fully and fairly represents said tract, the name and subdivisions thereon are hereby returned to the streets (roads) city and square, or share on the accompanying map, to the use of the public.

Done San Jose Ca, this 9th day of May 1888.

Wm. H. White
County Clerk
Santa Clara County
California

I, Wm. H. White
of the County of Santa Clara,
State of California, do hereby certify that the above described map is a true and correct copy of the original map on file in my office.

Wm. H. White
County Clerk
Santa Clara County
California

CONDEMNATION RESOLUTION REQUEST
RIGHT OF WAY OR PROPERTY DAMAGE SHEET

S.D.# 2

To: _____ Project: Reid-Hillview Parcel No.: 3511-15-7
 Grantor: R. B. Gilmore Telephone: _____ Entire Area: _____
 Property Address: N. side Swift Lane adj. W. S. 221,720± sq. ft. or 5.09± ac
 Mailing Address: 939 W. Iowa Ave., Snyle. Airport Part Required: _____
 Jurisdiction: San Jose sq. ft. or All ac
 Remainder: None ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>0.18±</u>	196	196	Deposit	Settlement
Acre: \$ <u>8,000</u>		3		
Land Acquired:		\$40,720 (Estimate)		
Sq. Ft.: <u>221,720±</u>				
Acre: <u>5.09±</u>				

Improvements: NOT APPRAISED

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$40,720 (estimate)

Project Budget Data

Total Authorized:	Cash Payment in this Contract:
Balance after this Acquisition:	% Obligated to Date:
Current Indicated Budget Status - Budget Excess:	Budget Deficit:

1. Removal of Imps. by Grantor
 2. Const. Contract Items
 3. Rentals
 4. Withheld Funds
 5. Excess Lands
 6. Salvage Bldgs.
 7. Continued Occupancy
 8. Settlement Justification
 9. Title Exceptions
 - 10.
 - 11.
 - 12.
- Title Co.: Title Insurance & Trust
 # 244862 Date: March 28, '63
 Grantor Acquired Date: Feb. 28, '62
 I.R.S. \$25.85
 Appraised by: Not Appraised
 Date: _____
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: _____
 O.I.P. : _____
 Agreements: _____
 Resolutions: _____
 Deeds: _____ Maps: _____
 Negotiating Agent: McCready
 Dep. County Counsel: Harrison

Description of Improvement Acquired

<u>No. of Rooms</u>	<u>Area Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>
<p><i>Authorization to purchase this parcel was received only recently. Appraisal has been requested and when it arrives and upon receipt thereof the owner will be contacted and presented an offer.</i></p>			

Approval _____
 To County Counsel:
 Agenda: _____ Item# _____

RIGHT OF WAY DATA SHEET

Grantor: Roy B. Gilmore Project: Reid-Hillview Airport Parcel No.: 3511-15-7
 Property Address N. side Swift Lane adj. W. side Airport Entire Area:
 Mailing Address: 939 W. Iowa Avenue, Sunnyvale 221,720 ± sq. ft. 5.09 ± ac
 Telephone: 736-3312 Part Required:
 Jurisdiction: San Jose All sq. ft. All ac
 Remainder:
None sq. ft. All ac

Unit Land Cost: Appraisal O.P. Settlement
 Sq. Ft.: \$ 0.18 ± 1963 Deposit
 Acre: \$ 8,000.00 \$40,720.00 -----

Improvements: 0.00

Damages:

Benefits:

Other Consideration

Total Consideration: \$40,720.00 -----
 Cash to Grantor:

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Continued Occupancy
7. Settlement Justification
8. Title Exceptions
- 9.

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
--------------	--------------	-----	-----------

- | | | | |
|----|--|--|------|
| 1. | Old frame dwelling | | Poor |
| 2. | Several miscellaneous garage type frame structures and sheds. None of the improvements add to the value of the property. | | |

Title Co.: Title Ins. & Trust Co.

No.: 244862 Date: 3-28-63

Grantor Acquired: 2-28-62

I.R.S. \$ 25.85

Appraised by: Samuelson

Date: 9-19-63

Type of Title: Fee

Zoning: R1

Access Rights: ---

Suit Filed: ---

O.P.: ---

Agreements: ---

Resolutions: ---

Deeds: --- Maps: ---

R/W Agent: (McCready) Cronin

Dep. Co. Counsel: Harrison

E. D. Hodge

Approval

To County Counsel:

Agenda: 11/25

Item #

AGENDA

DATE 11-25-63

ITEM NO. 10a

ENC. NO. 13

BOARD ACTION Adopted resol. to condemn.

RIGHT OF WAY DATA SHEET

S. D. # 2

Project 04

Grantor: Roy B. Gilmore, et ux Project: Reid Hillview Airport Parcel No.: 3511-15-7

Property Address Tully Road, San Jose Entire Area:

Mailing Address: % M. di Leonardo, Attny. at Law 221,720 sq. ft. 5.09 ac
400 Office Center, Sunnyvale

Telephone: _____ Part Required:

Jurisdiction: San Jose _____ sq. ft. All ac

Remainder:

_____ sq. ft. None ac

Unit Land Cost:	*Appraisal	O.P.	Settlement
Sq. Ft.: \$ <u>0.19</u>	<u>19 63</u>	Deposit	
Acre: \$ <u>8,200.00</u>			
5.09 ac. gross	\$40,720.00		\$40,860.00
4.983 ac. net			
Improvements:	0.00		0.00

Damages:

Benefits:

Other Consideration

Total Consideration: \$40,720.00 \$40,860.00
 Cash to Grantor: \$40,860.00

1. Removal of Imps. by Grantor
2. Const. Contract Items
- 3.* Rentals
4. Withheld Funds
5. Excess Lands
- 6.* Continued Occupancy
- 7.* Settlement Justification
8. Title Exceptions
9. SUIT PREVIOUSLY FILED

Title Co.: Title Insurance & Tr.
 No.: 244862 Date: 3-28-63

Grantor Acquired: 2-28-62

I.R.S. \$ 25.85

Appraised by: Samuelson, Cty. Staff
 Date: Sept., '63

Type of Title: Fee

Zoning: R-1

Access Rights: -

Suit Filed: yes

O.P.: no

Agreements: _____

Resolutions: _____

Deeds: R/W file Maps: Display

R/W Agent: Justin F. Mitchell

Dep. Co. Counsel: R. Harrison

E. D. Hodge

Approval

To County Counsel:

Agenda: 4/13

Item #

Description of Improvement Acquired

No. of	Area	Age	Condition
<u>Rooms</u>	<u>Sq. Ft.</u>		

Old wood frame house and sheds --no value

ITEM #3 - RENTALS

Premises are occupied by E. W. Brackett and family of nine children. Rental has been handled through a realtor, W. Atkinson, phone 251-3065. Rental is \$85.00/month, next due 4/1/64.

ITEM #6 - CONTINUED OCCUPANCY

Clause 12 of Agreement obligates owner to give tenant 30-day written notice to vacate upon approval of Agreement by County. However, tenant is to be allowed to stay on until close of school in June.

ITEM #7 - SETTLEMENT JUSTIFICATION

Appraisal by Samuelson in September 1963 indicated the above value based on gross acreage at \$8,000/per acre. Subsequent review by County Staff in November 1963 indicated values upwards of \$8,500/acre. Settlement was made through Owner's attorney at \$8,200/acre with payment only for net area outside Tully Road R/W. The attorney was well-informed as to values in the general vicinity of subject property.

ITEM #8 - TITLE EXCEPTIONS

Clear:

1. Taxes
3. Trust deed outstanding

Subject to:

2. Swift Lane R/W

o's 3-31-64

CONDEMNATION RESOLUTION REC ST
RIGHT OF WAY OR PROPERTY DATA SHEET

S.D.# 2
3511-15-12

To: _____ Project: Reid-Hillview Parcel No. 3511-15-13
 Grantor: Home Mutual Savings & Loan Telephone: _____ Entire Area: _____
 Property Address: NE corner Swift Ave. & Swift Lane 1,502,820± sq. ft. or 34.5± ac
 Mailing Address: First Charter Finance Corp. 9465 Wilshire Part Required: _____
 Jurisdiction: San Jose Blvd. Beverly Hills sq. ft. or A11 ac
 Remainder: None ac

Unit Land Cost:	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ <u>0.18±</u>	196__	196 <u>3</u>	Deposit	Settlement
Acre: \$ <u>8,000</u>				
Land Acquired:		\$276,000		
Sq. Ft.: <u>1,502,820±</u>				
Acre: <u>34.5±</u>				

Improvements:

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$276,000

Project Budget Data

Total Authorized:	Cash Payment in this Contract:
Balance after this Acquisition:	% Obligated to Date:
Current Indicated Budget Status - Budget Excess:	Budget Deficit:

	<u>Description of Improvement Acquired</u>			
	<u>No. of Rooms</u>	<u>Area Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>
1. Removal of Imps. by Grantor				
2. Const. Contract Items				
3. Rentals				
4. Withheld Funds				
5. Excess Lands				
6. Salvage Bldgs.				
7. Continued Occupancy				
8. Settlement Justification				
9. Title Exceptions				
10.				
11.				
12.				

1 old barn - no value

Owner wants \$10,000 per acre, and if condemned his attorney states he will answer for \$700,000 or \$20,000 an acre.

Title Co.: Title Insurance & Trust
 # 240593 Date: Aug. 27, '62
 Grantor Acquired Date: Dec. 21, '61
 I.R.S. \$26.80
 Appraised by: Samuelson & Staff
 Date: Feb, 1963
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: _____
 O.I.P. : _____
 Agreements: _____
 Resolutions: _____
 Deeds: _____ Maps: _____
 Negotiating Agent: McCready & Doyle
 Dep. County Counsel: Harrison

Approval _____
 To County Counsel:
 Agenda: _____ Item# _____



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

April 10, 1963

Fee: \$52.50

IMPORTANT
When replying refer to
Our No. **244862**

- County of Santa Clara
- Department of Public Works
- 70 West Rosa Street
San Jose, California

Your No.

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of March 28, 1963 at 7:30 a.m. *B. M. Blanchard*
B. M. BLANCHARD Title Officer

Vestee: ROY B. GILMORE and PEARL M. L. GILMORE,
his wife, as joint tenants

Exceptions:

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 Swift Lane.
3. Deed of Trust by Ben F. Carlile Jr. and Alma Letha Carlile, his wife, to City Title Insurance Company, a California corporation, as Trustee, to secure the payment to Peter Della Maggiore and Mary Della Maggiore, his wife, of \$11,962.55 and additional advances, dated September 1, 1960 and recorded February 23, 1961 in Book 5081 Official Records, page 155. Recorder's Serial Number 1955914.

Note 1: County Ordinance No. 84 purports to prohibit the erecting or placing of any building, structure or other improvement on the Northwesterly 15 feet of the Southeasterly 45 feet of the herein described property, within the exterior lines of Swift Lane as the same is proposed to be widened to a width of 90 feet as shown on that certain Map filed September 18, 1952 in Book 2 of Official Plan Lines, at pages 4 and 5.

Note 2: This Report includes an examination of the Municipal Records of the City of San Jose, as to taxes, assessments and/or bonds.

Note 3: Both installments of County and City taxes for the fiscal year 1962-63, have been paid. Assessment Number 489-15-7.

First installment	\$303.77
-------------------	----------

Second installment	\$303.77
--------------------	----------

The above installments include \$11.13 personal property tax.

Note 4: The assessed valuations of premises for County and City taxes for the fiscal year 1962-63, are as follows:

Assessed value real estate	\$4,590.00
Assessed value improvement	\$2,100.00
Assessed value personal property	\$130.00

The address of the above Vestees, as disclosed by the County Tax Rolls for the fiscal year 1962-63 is 939 West Iowa Avenue, Sunnyvale, California.

Note 5: The above Vestees acquired title to premises by Deed from Ben F. Carlile, Jr. and Alma Letha Carlile, his wife, dated February 28, 1962 and recorded March 2, 1962 in Book 5486 Official Records, Page 693, Recorder's Serial Number 2150741, and to which Deed there were affixed Revenue Stamps in the sum of \$25.85.

DESCRIPTION

For description of the real property referred to herein, see EXHIBIT A attached hereto and made a part hereof.

WGR/JL
4 copies to Applicant

•

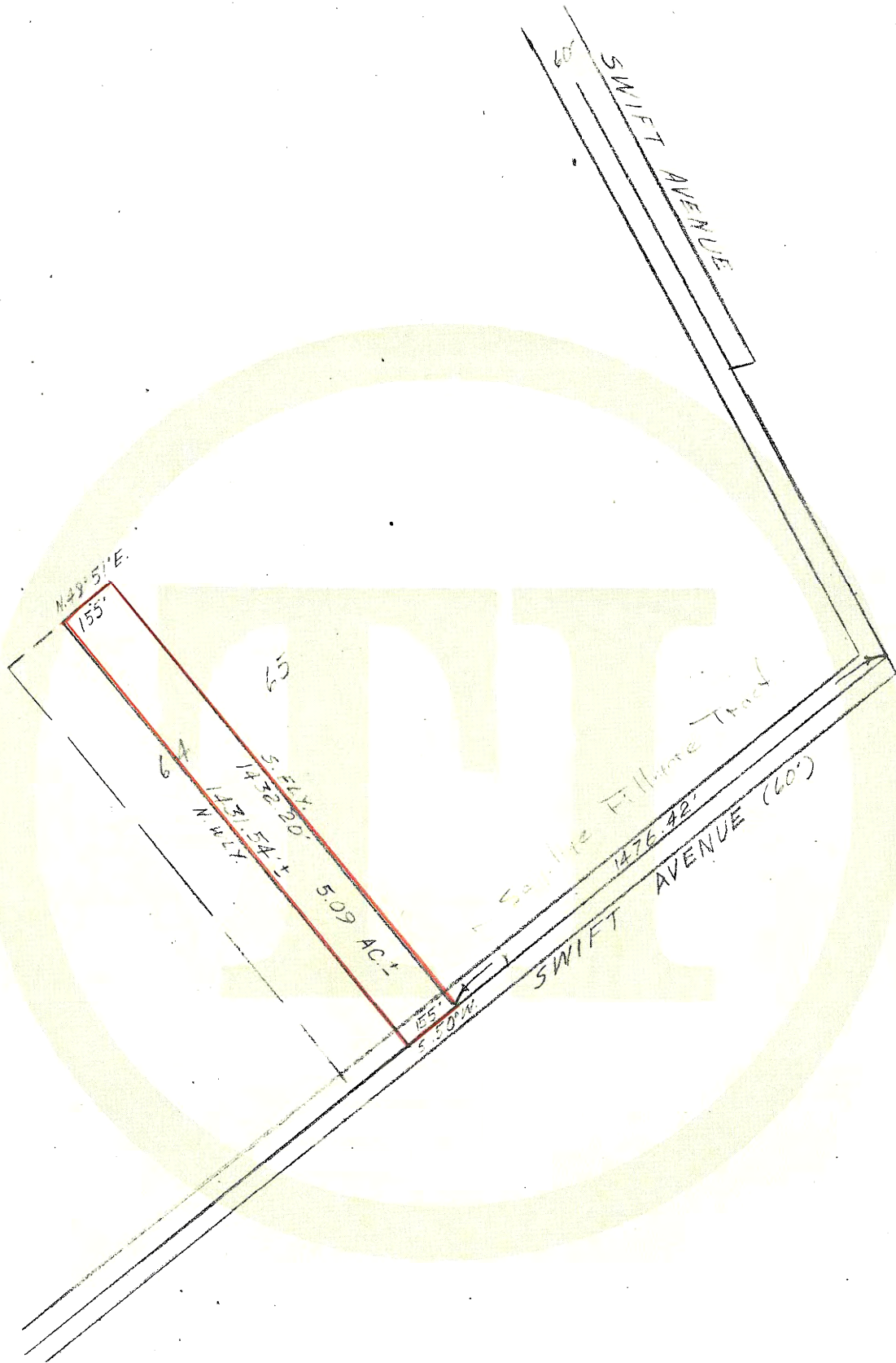
EXHIBIT A

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

PORTION OF LOT 64, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract" which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book C of Maps, at page 57, and more particularly described as follows:

BEGINNING at a point on the Southeasterly line of Fillmore Tract, hereinabove referred to, at the common corner of Lots 64 and 65, as shown on the Map of said Fillmore Tract; thence along the Southeasterly line of said Fillmore Tract, (said Southeasterly line being in Swift Land), South 50° West 155 feet; thence leaving the Southeasterly line of said Fillmore Tract, and running parallel with the line dividing said Lots 64 and 65, Northwesterly 1431.54 feet, more or less, to the Northwesterly line of said Lot 64; thence along said Northwesterly line North $49^{\circ} 51'$ East 155 feet to the most Northerly corner of said Lot 64; thence along the line dividing said Lots 64 and 65, Southeasterly 1432.20 feet to the point of beginning.

CONTAINING APPROXIMATELY 5.09 acres of land.



PORTION LOT 6A SUBDIVISION OF THE FILLMORE TRACT
C-MAPS-57



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

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Date: April 29, 1964

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

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

Project: Reid-Hillview Airport
Parcel No.: 3511-15-12, 13
Grantor: Home Mutual Savings & Loan
Deed Recorded:
Date: April 16, 1964
Book: 6467
Page: 524

Tax cancellation forms have been forwarded to
Assessor's Office on April 17, 1964.

SPENCER M. WILLIAMS
County Counsel

RSH:go
encls

By
Richard S. Harrison
Deputy County Counsel

✓ cc: Department of Public Works
Right of Way Section

MEMORANDUM

Whitecomb

TO: Don Hodge
FROM: Phil Cronin
SUBJECT: Settlement on Reid Hillview Airport
Parcel: Home Mutual Savings & Loan Association
3511-15-12, 13
DATE: November 18, 1963

Attached herewith is an "Agreement in Settlement and Compromise of Litigation" on the above captioned parcel. This transaction was completed by County Counsel. Guardian Capital Company, a corporation, has the authority to convey title to the County of Santa Clara.

PC:ap

Attachment

MEMORANDUM

To: E. D. Hodge - Dept. of Public Works

From: Richard S. Harrison
Deputy County Counsel

SUBJECT: Resolution to Condemn
Reid-Hillview Airport

Date: July 23, 1963

Attached hereto are resolutions to condemn properties for Reid-Hillview Airport for placement on the Board of Supervisor's agenda.

RSH

RSH:bn
attachments

Tom,
Where are
data sheets,
files, etc.?
JRM

Justin -

I presume these are
on the agenda for the 29th.
If so give proper # of copies of
each to Erma. (To late - changed to 8/5 agenda)

MEMORANDUM

To: E. D. Hodge

From: Francis B. Sullivan

SUBJECT: Reid Hillview Airport

Date: October 3, 1963

Parcels 3511-15, -12, -13
Home Mutual Savings & Loan

Reference is made to memo dated August 27 from George Miller regarding subject parcel.

The transaction between Home Mutual & Garden View Homes was investigated and appears to be in order, and grantor and grantee appear to have no relationship. There are varying degrees of comparability between subject parcel and this comparable. After consideration it was concluded that their difference was generally offsetting and therefore the sale can be considered comparable to subject.

This transaction occurred subsequent to the date of Samuelson's report at \$8,000 per acre. If we are not charged with holding to a valuation date, it would appear that the rate of \$8,500 per acre would appear to be a reasonable rate to apply currently to the subject parcel.

FBS:o's

FBS

26

*Miller -
no conflict on value dates.
negotiate on basis of current
value of \$8,500 per acre
EDH Hodge*

county of santa clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

October 1, 1963

Mr. Arch MacDonald
MacDonald, Brunsell and Walters
Attorneys at Law
Financial Center Building
Oakland 12, California

Dear Mr. MacDonald:

Recently you wrote to a Mr. McCready in the County's Public Works Department relative to the acquisition of the Home Mutual Savings & Loan parcel for expansion of Reid-Hillview Airport. Mr. McCready has left the County, and I now have your letter.

We have filed an action on the property though no service has been made. The Public Works Department will probably authorize me, shortly, to meet your price of \$8,500 per acre. In the meantime and if it is acceptable to you, I would prepare a stipulation for judgment. In that way the matter could be wrapped up very quickly rather than going through the posting and publishing necessary when the County purchases under the usual contract.

If this procedure meets your approval, I would appreciate hearing from you and I will draft the stipulation.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By
Richard S. Harrison
Deputy County Counsel

RSH:cw

COPY

ARCH MACDONALD
CLAYTON W. BRUNSELL
WILLIAM WALTERS

LAW OFFICES
MACDONALD, BRUNSELL & WALTERS
FINANCIAL CENTER BUILDING
OAKLAND 12, CALIFORNIA
TELEPHONE TEMPLEBAR 6-1866
August 22, 1963

Mr. Thomas C. McCready
Right-of-Way Agent
Department of Public Works
County of Santa Clara
20 W. Rosa Street
San Jose 10, California

Re: 35 acre Parcel for Expansion
of Hillview Airport

Dear Tom:

This is to advise that the written escrow instructions with Garden View Homes acquiring the Quinn property on the basis of \$8,500.00 per acre have been executed, and a signed copy of the same is with Valley Title Company in Escrow No. 115467. The total acreage involved is 130.131.

This escrow is now in the process of being closed and you may seek confirmation of this price from Jim Castagnoli. You may show him this letter as your authorization to seek the desired information.

I am anxious to hear from the County on closing the 35 acre parcel presently contemplated for purchase. If the County is no longer interested in the property I would appreciate having you so advise me. The long delay in closing this transaction will entail additional interest and taxes, which will have to be reflected in the purchase price.

With best regards, I am

Very truly yours,

MacDONALD, BRUNSELL & WALTERS


Arch MacDonald

AMacD:t

*Jim C. on location
will return used*

Valley Title Company
38 North First Street
San Jose, California

Re: Escrow # 115467
Del Monte Homes, Inc.
to
Garden View Homes, Inc.

Gentlemen:

Handed you herewith please find the following deeds:

(1) Grant deed dated July 17, 1963 duly executed and acknowledged by Del Monte Homes, Inc., A. L. Branden, Inland Land Co., a corporation, and Lakewood Sales Organization, Inc., a corporation, in favor of Del Monte Homes, Inc., a corporation, conveying property described as Parcels Nos. 2, 3, 4, 5, and 6 in your Report No. 115467 issued under date of April 23, 1963.

(2) Deed dated July 17, 1963 executed by A. L. Branden in favor of City of San Jose, relating to a ten (10) foot strip for street purposes.

(3) Deed dated July 17, 1963 executed by A. L. Branden and Norwich Homes, Inc., a corporation, in favor of City of San Jose relating to a ten (10) foot strip for street purposes in connecting with Unit No. 10.

(4) Deed dated July 17, 1963, executed by Del Monte Homes, Inc., a corporation, in favor of Garden View Homes, Inc., a corporation, purchaser, conveying title to Parcels Nos. 2, 3, 4, 5 and 6 as described in your Preliminary Report No. 115467 issued under date of April 23, 1963.

The total purchase price for said real property is the sum of \$1,106,113.50 payable as follows:

(a) Down payment in the sum of \$219,427.50; and

(b) the balance in the sum of \$886,686.00 to be evidenced by a promissory note payable in principal installments of \$127,500.00 each, (or more), on January 1, 1964, March 1, 1964, May 1, 1964, and the unpaid balance in full on or before July 1, 1964. The promissory note shall provide for interest at the annual rate of 7-1/2 per cent on the unpaid balance, with interest payable monthly on the 30th day of each month commencing with August 30, 1963. The promissory note shall be secured by a Deed of Trust upon all of said real property except for 25.815 acres conveyed free and clear in connection with the down payment. Said 25.815 acres comprise Tract 3265, San Jose, consisting of 13.283 acres and Tract 3266 consisting of 12.532.

Seller agrees to deliver Tracts 3265 and 3266 to purchaser with final maps ready for recordation and civil engineering fees to MacKay & Soms for professional services rendered in connection with said two tracts fully paid. As for engineering fees due or for professional services to be rendered by MacKay & Soms in connection with the rest of said real property shall be the obligation of purchaser.

Paragraph Sterns c-o

"In between is what they are taking (Garden Homes) title subject to". F. Menzies Escrow Officer Asst VP Valley Title Co

(p) Seller agrees that Valley Title Company shall retain possession of the purchase money promissory note and deed of trust executed by purchaser and shall credit payments of principal and interest on said note as such payments are made by purchaser, and said title company is hereby authorized to execute partial reconveyances from time to time as principal payments are made in accordance with the provisions herein. Reconveyances shall be in contiguous parcels commencing with Tract 3267 (No. 13) as a unit, Tract 3268 (No. 14) as a unit, Tract 3269 (No. 15) as a unit, and Tract 3270 (No. 16) as a unit, in this order, and then the remaining acreage adjoining Capitol Avenue on the West and progressing easterly with the acreage located East of Capitol Avenue and South of Ocala. The above order of release shall be followed unless otherwise mutually agreed in writing between seller and purchaser.

(q) Time is made the essence of all of the provisions herein.

(r) Valley Title Company is hereby authorized to join in the execution of any final maps relating to subject property as may be required in connection with it acting as Trustee of the purchase money deed of trust.

(s) Valley Title Company is authorized to record upon the close of the within escrow the two deeds in favor of the City of San Jose relating to street purposes and listed as Items 2 and 3 above.

(t) MacKay & Soms, civil engineers, in addition to provision herein above mentioned for Tracts 3265 and 3266, have the following sums due for boundary survey, topographical and tentative map work affecting subject property:

Tract 3267 (Unit 13)	\$960.00
Tract 3268 (Unit 14)	\$930.00
Tract 3269 (Unit 15)	\$975.00
Tract 3270 (Unit 16)	\$1020.00

Purchaser may use the services of MacKay & Soms in connection with the above said tracts, but a contract for such services has to be negotiated and the above items in all probability will be included, and, if so, purchaser agrees to pay such obligations. However, if purchaser does not retain the services of MacKay & Soms, Seller will cause said sums to be paid from escrow from the proceeds received from the next principal payment made by purchaser, and said title company is hereby authorized to pay the above sums to MacKay & Soms. In the event Seller pays such sums to MacKay & Soms, purchaser agrees to reimburse Seller for said sums as it records the final maps for the respective units.

The foregoing shall constitute joint instructions to Valley Title Company from seller and purchaser.

Instructions for the payment of real estate commission to M. Rose Gaspar and legal fees to Arch MacDonald will be given by sellers supplemental instructions.

Dated at San Jose, California

DEL MONTE HOMES, INC.

By *Arch MacDonald*
its attorney

GARDEN VIEW HOMES, INC.

By *W. W. [Signature]*
its President

A. [Signature], Sec.

ARCH MACDONALD
CLAYTON W. BRUNSELL
WILLIAM WALTERS

LAW OFFICES
MACDONALD, BRUNSELL & WALTERS
FINANCIAL CENTER BUILDING
OAKLAND 12, CALIFORNIA
TELEPHONE TEMPLEBAR 6-1866

July 10, 1963

Mr. Thomas McCready
Right of Way Agent
Department of Public Works
County of Santa Clara
20 West Rosa Street
San Jose 10, California

Re: Swift Lane Property for Proposed
Hillview Airport

Dear Mr. McCready:

Enclosed herewith please find City Title Insurance Company's Preliminary Title Report No. 174377 in connection with the County's proposed acquisition.

The proposed conveyance to the County will be made free and clear of all encumbrances except Items 5, 6, 7 and 8 as shown on the Preliminary Report. Real property taxes will be prorated as of the date of closing. Revenue stamps will be affixed by seller and premium of title insurance is to be paid by purchaser.

As we have discussed verbally, any condemnation suit should name Guardian Capital Company, a corporation, and I would appreciate this suit being separate from the condemnation action filed relating to other properties.

As I mentioned to you, it is possible to close this deal out promptly on the basis of \$8,500.00 per acre. This figure contemplates a cash transaction to be completed prior to August 1, 1963.

Very truly yours,

MACDONALD, BRUNSELL & WALTERS


Arch Macdonald

AMacD:t
cc: Don Scinson

July 10, 1963

Mr. Spencer M. Williams
County Council
County of Santa Clara
70 West Rosa Street
San Jose, California

Subject: Reid-Hillview Airport - Project No. 3511

Dear Mr. Williams:

Transmitted herewith are requests for condemnation concerning the Reid-Hillview Airport expansion on the following properties:

<u>Vestee</u>	<u>Parcel Numbers</u>
Cadalbert	3511-14-5
Lujan	3511-14-8
Tabares	3511-14-12
Torres	3511-14-13
Crutcher	3511-14-18
Di Salvo	3511-14-20, 21, 22
Mercier (Parales)	3511-15-2
Home Mutual S. & L. (Guardian Capital Co.)	3511-15-12, 13

The following documents are enclosed:

1. Suit Data Sheet-original and 2 copies
2. Property Data Sheet-original and 5 copies each
3. Updated Title Reports-1 each parcel
4. Descriptions-refer to title report (every parcel is a full take)
5. Property Plats -refer to title report (every parcel is a full take)
6. Termini Map- 10 (each parcel is colored where condemnation is being requested)

Mr. Spencer M. Williams

Page 2

July 10, 1968

All utility relocations are to be handled by Engineering. There are no other known off-record interests.

Upon completing the necessary proceedings for filing requested condemnation action, please return a completed copy of the enclosed data sheet for our right of way file.

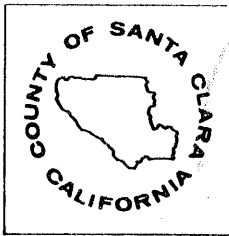
Please advise if any further documents or other information is needed.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:WKL:0/s

Enclosure



DEPARTMENT OF PUBLIC WORKS
SANTA CLARA COUNTY OFFICE BUILDING
CIVIC CENTER

JAMES B. ENOCHS, DIRECTOR
20 WEST HEDDING STREET
SAN JOSE 10, CALIFORNIA

Title Insurance & Trust
66 North First Street
San Jose, California

Subject: Owner: Home Mutual Savings & Loan Assoc.
Project: Reid-Hillview Airport
Parcel No.: 2511-15-12 & 3511-15-13
Escrow No.: 240593

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from August 27, 1962 the date of our preliminary report to *June 3, 1963* at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

W. E. Rayland, Title Officer

COUNTY OF SANTA CLARA

Department of PUBLIC WORKS

JAMES B. ENOCHS - DIRECTOR OF PUBLIC WORKS

SANTA CLARA COUNTY OFFICE BLDG. •
20 W. ROSA STREET • SAN JOSE 10, CALIFORNIA

OTIS T. CALHOUN - ASST. DIRECTOR - BUILDINGS
JAMES T. POTT - ASST. DIRECTOR - HIGHWAYS

June 3, 1963

Subject: Owner: Home Mutual Savings and Loan Association
Project: Reid-Hillview Airport
Parcel No.: 3511-15-12 and 3511-15-13
Escrow No.: T.I.T. 240593

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from August 27, 1962 the date of our preliminary report to at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

COPY

May 14, 1963

Mr. Stuart A. Ripley
First Charter Financial Corporation
9465 Wilshire Boulevard
Beverly Hills, California

Subject: Reid-Hillview Airport - No. T.I. 240593
Request for Temporary Right-of-Way

Dear Mr. Ripley:

Thank you for your letter of May 9, 1963. In compliance with your request, we are enclosing a copy of the legal description of the parcel, a plot plan of the parcel itself showing its relationship with Swift Lane and then extension of Tully Road and a copy of the page from the Santa Clara County Street Guide in which the subject property appears. You will see the parcel outlined in red adjacent to Reid's Hillview Airport at the corner of Swift Lane and Tully Road.

We trust that these guides will aid you in definitely locating the subject property.

Very truly yours,

JAMES H. WHITCOMB
Engineering Aide

JHW:o's

Enclosures



FIRST CHARTER FINANCIAL CORPORATION

9465 WILSHIRE BOULEVARD • BEVERLY HILLS, CALIFORNIA • TELEPHONE 878-1400
273-3300

S. MARK TAPER
CHAIRMAN OF THE BOARD

May 9, 1963

CHARLES A. WELLMAN
PRESIDENT

Mr. James H. Whitcomb
Engineering Aide
Department of Public Works
County of Santa Clara
Santa Clara County Office Building
20 West Rosa Street
San Jose 10, California

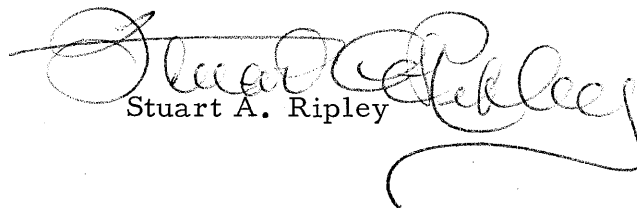
Subject: Reid-Hillview Airport - Escrow No. T.I. 240593
Request for Temporary Right-of-Way for Purpose
of Drilling Test Borings

Dear Mr. Whitcomb:

This will acknowledge your letter of May 3, 1963. In order to definitely ascertain subject property, would you kindly forward to the undersigned an over-all vicinity map and legal description. The map supplied is hardly legible and of equal importance, we need to definitely ascertain this location with the general area as a whole. A larger vicinity map would answer this purpose.

Very truly yours,

FIRST CHARTER FINANCIAL CORPORATION


Stuart A. Ripley

SAR:m

SAVINGS AND LOAN ASSOCIATIONS OF FIRST CHARTER FINANCIAL CORPORATION

AMERICAN SAVINGS AND LOAN ASSOC.
WHITTIER, CALIFORNIA

BERKELEY SAVINGS AND LOAN ASSOC.
BERKELEY, CALIFORNIA

HOME MUTUAL SAVINGS AND LOAN ASSOC.
SAN FRANCISCO, CALIFORNIA

LANCASTER-PALMDALE SAVINGS AND LOAN ASSOC.
LANCASTER, CALIFORNIA

MUTUAL SAVINGS AND LOAN ASSOC.
OF ALHAMBRA, CALIFORNIA

PIONEER INVESTORS SAVINGS AND LOAN ASSOC.
SAN JOSE, CALIFORNIA

THESE CALIFORNIA ASSOCIATIONS ARE MEMBERS OF THE FEDERAL HOME LOAN BANK SYSTEM AND THE FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION

May 3, 1963

Mr. Stuart Ripley
First Charter Financial Corp.
9465 Wilshire Boulevard
Beverly Hills, California

Subject: Reid-Hillview Airport - Escrow No. T.I. 240593

Dear Mr. Ripley:

The County of Santa Clara is currently engaged in the development of the Reid-Hillview Airport in San Jose, California, and in conjunction with this development it is required that we drill a number of test holes for a soil analysis report. One of the parcels upon which we must enter for this purpose is owned by Home Mutual Savings & Loan Association, said property being also under option at least for a period, to Del Monte Homes or Lakewood Sales Corporation, companies of which Mr. A. L. Brandon is president. It is our understanding, however, that transactions regarding this property are handled through First Charter Financial Corporation and that you are empowered to act for this corporation.

We are therefore sending two copies of a right-of-entry along with plat maps showing the property involved and the location of the required test holes. As the forms indicate, the County or its agents will exercise all due care in the drilling of these holes and the property will be left in substantially the same condition as existed at the time of our entry. One copy of the right-of-entry form and map may be retained for the Home Mutual Records.

Since there is a desire to accomplish these tests as soon as possible, your cooperation in obtaining the necessary signatures and returning the right-of-entry to us at your earliest convenience will be most appreciated.

Very truly yours,

JAMES H. WHITCOMB
Engineering Aide

JHW.:o's

Enclosures

MEMORANDUM

To: Don Hodge **From:** Phil Cronin
Settlement on Reid Hillview Airport
SUBJECT: Parcel: Home Mutual Savings & Loan Association **Date:** November 18, 1963
3511-15-12, 13

Attached herewith is an "Agreement in Settlement and Compromise of Litigation" on the above captioned parcel. This transaction was completed by County Counsel. Guardian Capital Company, a corporation, has the authority to convey title to the County of Santa Clara.

PC:ap

Attachment

PH

26

*File
Parcel # 3511-15/2(B)*

MEMORANDUM

To: E. D. Hodge

From: Francis B. Sullivan

SUBJECT: Reid Hillview Airport
Parcels 2511-15, -12, -13
Home Mutual Savings & Loan

Date: October 3, 1963

Reference is made to memo dated August 27 from George Miller regarding subject parcel.

The transaction between Home Mutual & Garden View Homes was investigated and appears to be in order, and grantor and grantee appear to have no relationship. There are varying degrees of comparability between subject parcel and this comparable. After consideration it was concluded that their difference was generally offsetting and therefore the sale can be considered comparable to subject.

This transaction occurred subsequent to the date of Samuelson's report at \$8,000 per acre. If we are not charged with holding to a valuation date, it would appear that the rate of \$8,500 per acre would appear to be a reasonable rate to apply currently to the subject parcel.

FBS:o's

file

June 11, 1963

Mr. Stuart A. Ripley
First Charter Financial Corp.
9465 Wilshire Boulevard
Beverly Hills, California

Subject: Reid-Hillview Airport-Parcel No. 3511-15-12
Request for Temporary Right of Entry

Dear Mr. Ripley:

On May 14, 1963, we sent, in compliance with your request of May 9, a plot plan, a street map and a legal description of the Home Mutual Savings and Loan property adjacent to Reid-Hillview Airport upon which we are requesting from your corporation a temporary right of entry for the purpose of drilling test borings. To date we have not heard from your corporation concerning the granting of this right of entry and we would like to again mention that there is some degree of urgency in the completion of the soil tests necessary for our development of the airport. Therefore, anything you can do to expedite the issuing of this right of entry will be greatly appreciated.

Very truly yours,

JAMES H. WHITCOMB
Engineering Aide

JHW:o's

December 21, 1970

Mr. Carl G. Hand
Chief, Airports Branch
Federal Aviation Administration
831 Mitten Road
Burlingame, California 94010

Subject: Reid Hillview Airport - Parcel 3511-15-7

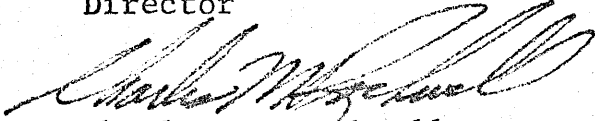
Dear Mr. Hand:

Transmitted herewith are the following documents requested by Mr. M. Lange for evaluation of the County's request for aid under the Airport and Airway Development Act dated October 26, 1970:

- A. 3 copies of original grant deed.
- B. 3 copies of T. I. Policy of Title Insurance #B-244862.
- C. 1 copy of H. M. Samuelson's letter appraisal dated 9-19-63.
- D. 1 copy of F. B. Sullivan memo dated 11-18-63 reviewing additional sales data on which the Gilmore settlement was based.
- E. Original and 2 copies of letter by Gerald J. Thompson, Assistant County Counsel, certifying condition of acquired title on the Gilmore parcel. Letter dated 12-18-70.

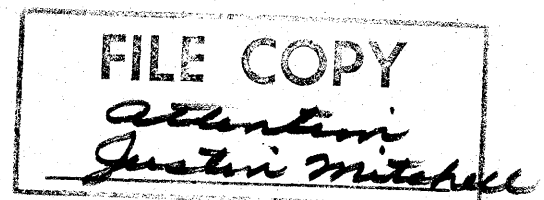
Very truly yours,

JAMES T. POTT
Director


Charles M. Rockwell
Senior Civil Engineer

CMR:me

Attachments



C. Rockwell
Sr. Civil Engineer

J. F. Mitchell
Real Estate Agent

Reid Hillview Airport
Parcel 3511-15-7 (Gilmore)
FAA Documentation

December 21, 1970

Pursuant to 12-16-70 telephone request of Milton Lange of FAA, herewith are documents relating to acquisition of the above referenced parcel.

- A. 3 copies of original grant deed.
- B. 3 copies of T.I. Policy of Title Insurance #B-244862.
- C. 1 copy of H. M. Samuelson's letter appraisal dated 9-19-63.
- D. 1 copy of F. B. Sullivan memo dated 11-18-63 reviewing additional sales data on which the Gilmore settlement was based.
- E. Original and 2 copies of letter by Gerald J. Thompson, Assistant County Counsel, certifying condition of acquired title on the Gilmore parcel. Letter dated 12-18-70.

Please forward package to C. G. Hand of FAA.

JFM:ai

Attachments

COPY

County of Santa Clara
California

Office of the County Counsel
507 County Administration Building
70 West Hedding Street
San Jose, California 95110
299-2111 Area Code 408

William M. Siegel, County Counsel

December 18, 1970

Mr. C. G. Hand
District Airport Engineer
Federal Aviation Agency
P.O. Box 8307
San Francisco, California

Re: Certification of Condition of Title
Reid-Hillview Airport - Parcel 3511-15-7 (Gilmore)

Dear Mr. Hand:

I am the Assistant County Counsel for the County of Santa Clara, and duly licensed to practice law in the State of California.

I have examined all documents relating to this acquisition, including the policy of title insurance as issued by Title Insurance and Trust Company, a California corporation. I hereby certify that title to this parcel is in the County of Santa Clara free from any impediment, lien, claim or charge which would prevent the land from being used and developed for airport purposes.

If you have any further questions, please do not hesitate to contact me.

Very truly yours,

WILLIAM M. SIEGEL
County Counsel

By
Gerald J. Thompson
Assistant County Counsel

GJT:bc

memorandum



TO G. Thompson
Assistant County Counsel

FROM J. F. Mitchell
Real Estate Agent

SUBJECT
Reid-Hillview Airport
Parcel 3511-15-7 (Gilmore)

DATE
December 17, 1970

Mr. Milton Lange of the Federal Aviation Agency is requesting legal opinion of County Counsel as to the condition of title acquired on the above parcel.

Would you please review the attached copy of our policy of title insurance (T. I. #B-244862) which Gary V. obtained from the Board file and assure the Feds that we have clean, clear title.

On a past certification on other acquisitions at Reid-Hillview in September 1965 Larry Aurbach stated as to the parcels in question as follows:

"Title in the County is free from any impediment, lien, claim or charge which would prevent the land from being used and developed for airport purposes."

We are sending them copies of the recorded grant deed, policy of title insurance and our appraisal and settlement info. We need your certification of title along the lines of past certifications. Your letter should be addressed to:

Mr. C. G. Hand
District Airport Engineer
Federal Aviation Agency
P.O. Box 8307
San Francisco, Cal.

Would you forward us your original cert letter so we can package it with the other materials for mailing to FAA?

JFM:ai

12/10/70

Doc -

M. H. Long. at F.A.T. caused refer
re Gilman purchase for Ross - Williams
on Tully Rd.

He wanted to know how much we had
pd for the property. I first checked
w/ Rockwell & he would give me the
info. - I called Long back (692-2441 ²⁸⁸ Ex
& advised him we had pd \$ 40,260.00 - He
then wanted to know if we had an appraisal
& in what amount. - I told him Samuelson
had appraised it for 40,720 - but our
staff found a subsequent sale - so our
settlement was a little over the appraisal.

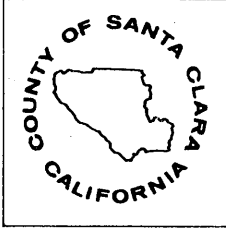
He said he want going to quote for
\$ 142⁰⁰ but he would need the
following & he was apparently expecting
Rockwell of the same:

1. copy of 3-63 Samuelson appraisal &
letter appraisal of 9-19-63
2. County council opinion of title required
3. Title policy - 3 copies
4. Grant Deed - 3 copies

Ernie -
Dig is out & give to Rockwell

county of santa clara

S.D. 2



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: April 3, 1964

FOR: BOARD OF SUPERVISORS AGENDA OF April 13, 19 64

FROM: Hodge, Right of Way Division, Public Works

TITLE: Agreement to Purchase Real Property Required for Reid Hillview Airport

DESCRIPTION:

Parcel 3511-15-7 Roy B. Gilmore, et ux; \$40,860.00; property located on Tully Road adjacent on southwest to existing Reid Hillview runway. 5.09 acres gross, 4.983 acres net at \$8,200 per acre (\$0.19 sq. ft.), old house and shed at no value.

Zoning: R-1

Note: Condemnation action previously filed.

COMM

DEBL

MOBK

AGENDA DATA

DATE: APR 13 1964

ITEM NO: 11.9d

BOARD ACTION Authorized

APPROVED:

James T. Pott

JAMES T. POTT, COUNTY ENGINEER

county of santa clara

Reid Hillview
3511-15-7



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

June 24, 1964

Mrs. Jean Pullan, Clerk
Board of Supervisors
County Administration Building
San Jose, California

Re: County vs. Gilmore

Dear Mrs. Pullan:

Enclosed for your files please find a deed and policy of title insurance, by which title is now vested in the County of Santa Clara to the former Gilmore property, for the Reid-Hillview Airport.

Taxes have been cancelled and this acquisition is now complete.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By
Richard S. Harrison
Deputy County Counsel

RSH:gmw
Encls.

cc: Dept. of Public Works
Right of Way

COPIY

County of Santa Clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

April 28, 1964

Title Insurance & Trust Company
66 North First Street
San Jose, California

Re: Escrow No. 244862 - Reid-Hillview Airport
Roy Gilmore, et ux. - Owners
Parcel No. 3511-15-7

*Hand delivered
to E. Wilson
4/29/64*

Gentlemen:

This letter and the enclosed purchase agreement will constitute your escrow instructions in connection with the above purchase.

1. You are authorized and instructed to receive into escrow the enclosed warrant in the sum of \$40,860.00.

2. We are enclosing one executed grant deed from owners having a property description corresponding to that used in the purchase agreement. One certificate of acceptance of deed is also enclosed. Upon recordation of said deed you are instructed to issue a title insurance policy in favor of the County of Santa Clara insuring title free and clear of all liens and encumbrances. Purchaser will, however, take subject to item number two of the above-entitled title report. Title shall be insured in the amount of the purchase price.

3. Taxes will be prorated as of the close of escrow in accordance with provision number five of the purchase agreement.

4. Purchaser will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way Section.

5. You are further instructed that County shall pay the costs of revenue stamps as provided for in the purchase agreement.

COPY

Title Insurance & Trust Company
April 28, 1964
Page 2

6. Also enclosed is a rental letter to be returned to Mr. Frank E. Thomas of the Department of Public Works. The rent has been paid by the present tenant to the seller in the amount of \$85.00 per month up to May 1, 1964. You are to confirm this fact with the seller and after confirmation thereof shall prorate the rent as of the date of close of escrow. Any portion of rent allocable to the County is to be deducted from the purchase money on deposit and paid over to the County.

7. Upon close of escrow please forward the recorded deed and title insurance policy to the office of the County Counsel for inspection and approval.

8. Kindly notify me by telephone on the day escrow closes of the recorder's serial number on the deed so that we may immediately process the tax cancellation.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By
Richard S. Harrison
Deputy County Counsel

RSH:cw

encl: Warrant
Purchase Agreement
Grant Deed
Certificate of Acceptance
Rental Letter

cc: Department of Public Works
~~Right of Way Section~~

RECEIPT FOR DOCUMENTS

Gilmore
Rid Bellview

TI Title Insurance and Trust Company 3511-157

- SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET
SAN JOSE 13, CALIFORNIA
CYPRESS 2-4212
- LOS ALTOS OFFICE
168 MAIN STREET
LOS ALTOS, CALIFORNIA
WHITECLIFF 8-4403
- PALO ALTO OFFICE
248 HAMILTON AVENUE
PALO ALTO, CALIFORNIA
DAVENPORT 3-5114
- SUNNYVALE OFFICE
348 SOUTH MURPHY AVENUE
SUNNYVALE, CALIFORNIA
REGENT 6-5451
- VALLEY FAIR OFFICE
319 SOUTH MONROE STREET
SAN JOSE 28, CALIFORNIA
ADMINISTER 6-8119

San Jose California 4-28 1964 Application No. 244862

RECEIVED OF County of Santa Clara
Address _____ Telephone _____

1. Letter of Instatement dated 4-28-64.
 2. Deed from Jay Gilmore, et al to County of Santa Clara.
 3. Check in the sum of \$40,860.-
 4. Rental letter.
 5. Certificate of Acceptance.
- to be delivered upon receipt of the sum of _____

which is to be disbursed as herein set forth upon delivery, subject to the exceptions and conditions of the California Land Title Association Standard Form of title insurance policy, of

6. Copy of Agreement for Purchase.

	\$						
Notary Fees		Rev. Stamps					
Recording Deed							
" D. of T.		Recon.					
Title Ins.		Report		Escrow Fee			
Conveyancing		Trustee Fee					
Balance to							\$

Authority to deliver hereunder includes authority to record, and recordation shall be deemed to be delivery.

Approved and Accepted Justin F. Mitchell Title Insurance and Trust Company
By Loise Wilson

This receipt must be presented when calling for money or instruments.

April 17, 1964

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reid Hillview Airport, Roy Gilmore-3511-15-7

Dear Mr. Williams:

Attached are the following papers:

- (X) Deed
- (X) Certificate of Acceptance
- (X) Rental Letter
- ()

Please process these papers in accordance
with standard procedure.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:GEM:o's

MICHAEL DI LEONARDO
ROBERT L. BLAKE
JAMES T. KELLY, JR.
JESS JOSEPH AGUILAR
STANLEY F. LEAL

LAW OFFICES
OF
di Leonardo, Blake, Kelly, Aguilar & Leal
P. O. BOX 791
400 SUNNYVALE OFFICE CENTER
CIVIC CENTER
SUNNYVALE, CALIFORNIA
736-3474

SAN JOSE OFFICE
TELEPHONE
293-3314

March 28, 1964

Justin F. Mitchell
Right of Way Agent
Department of Public Works
20 West Rosa Street
San Jose 10, California

Re: County of Santa Clara vs. Gilmore et al
Santa Clara Co. Superior Court No. 152074

Dear Mr. Mitchell:

Pursuant to your request of March 27, 1964, I am enclosing,
herewith, the original Agreement for Purchase of Real Property.

I am sorry that we did not forward this to you along with
the copies previously sent to you. Our client had retained this as his
copy in error.

Yours very truly,


(Mrs.) Barbara C. Davies

bcd
Encl.

MEMORANDUM

To: Richard Harrison, Dep. County
Counsel

From: Justin F. Mitchell, R/W Ag.

SUBJECT: Reid Hillview Airport-3511-5-7
County of Santa Clara vs. Roy B. Gilmore, et al
S.C.C. No. 152074

Date: January 6, 1964

Forwarded in accordance with your request is a Right of Way Data sheet and one copy each of a letter to the Board of Supervisors and a letter from the FHA Director regarding development problems on the above parcel.

JFM:o's

Attachment

MEMORANDUM

To: Don Hodge

From: Francis R. Sullivan

SUBJECT: Reid Hillview Airport

Date: November 18, 1963

General file

At your request we are offering comments and opinion as to the general value of land involved in the remaining parcels to be purchased for this project.

At the inception of the purchasing effort for these airport properties the County came into possession of two appraisal reports made for redevelopment purposes. Early purchases were made based on a basic land value in the \$6,000.00 - \$6,500.00 per acre range. This value range, in my opinion, represented value for those poorly developed parcels adjacent to the existing airport as of that point in time.

Subsequent to this time the County purchased the 15 acre parcel north of Cunningham that will be traded to the City of San Jose at the rate of \$8,000.00 per acre. This apparently set a new price plateau for this area as shortly thereafter a market sale was made to Garden View Homes at \$8,500.00 per acre nearby this 15 acre parcel. At about this same time, but without knowledge of the last mentioned sale, Harold Samuelson appraised the Gilmore property at \$8,000.00 per acre.

26

Based on the above, it is the opinion of this section that our basic acreage rate for this area should be \$8,500.00 per acre valued as though free and clear of all encumbrances. Parcels which are burdened with some special encumbrance which might affect their development should be treated separately by making whatever adjustments are deemed necessary to the above shown basic rate.

FBS:fm

November 14, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Reid Hillview Airport - Gilmore-3511-15-7

Subject:

Request for Condemnation Resolution

Dear Mr. Williams:

You are requested to secure a Condemnation Resolution and file suit on the above parcel. The following enclosures are for your assistance in preparation of the resolution and related documents.

1. Suit Data Sheet (2 copies)
2. Right of Way Data Sheet
3. Current Title Reports
4. Description (10 copies)
5. Key Map (8 copies)
6. Parcel Map (8 copies)

All utility relocations are to be handled by Engineering. There are no known off-record interests other than those shown on the suit data sheet.

X

- () Possession is not required at this time.
- () Early possession is required. Please arrange for concurrent filing of Order of Possession.

In this action it appears that Service of Summons (and Order for Possession) on all fee owners will be a useful negotiating tool. Upon completion of filing of suit, please return a completed copy of the enclosed suit data sheet and sufficient copies of the Summons and Complaint (and Order for Possession) for the negotiating agent to make service on the fee owners.

This property is required for airport purposes.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:PJC:o's



DEPARTMENT OF PUBLIC WORKS JAMES B. ENOCHS, DIRECTOR
SANTA CLARA COUNTY OFFICE BUILDING 20 WEST HEDDING STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA

November 13, 1963

Title Insurance & Trust Co.
66 North First Street
San Jose, California

Subject: Owner: Roy B. Gilmore, etux
Project: Reid Hillview Airport
Parcel No.: 3511-15-7
Escrow No.: 244862

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from *March 28, 1963 at 7³⁰ am.* the date of our preliminary report to *November 4, 1963* at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours
A. B. England, Title Officer

COPY



DEPARTMENT OF PUBLIC WORKS JAMES B. ENOCHS, DIRECTOR
SANTA CLARA COUNTY OFFICE BUILDING 20 WEST HEDDING STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA

November 13, 1963

Title Insurance & Trust Co.
66 North First Street
San Jose, California

Subject: Owner: Roy B. Gilmore, etux
Project: Reid Hillview Airport
Parcel No.: 3511-15-7
Escrow No.: 244862

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from the date of our preliminary report to at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

COPY

SUIT DATA SHEET

Project Reid Hillview Airport W.O. No. 3511

County vs. _____

S.C.C. No. _____ Filed _____

O. P. Filed _____ Effective _____

County Counsel Richard Harrison

<u>Cronin</u>	<u>Samuelson</u>	<u>None</u>
Agent	Appraiser	Deposit

<u>Purpose</u>	<u>Title</u>	<u>Taking</u>
Freeway ()	Fee (x)	Partial ()
Conventional Hwy. ()	Easement ()	Entire (x)
Other, see letter (x)	Other, see letter ()	Excess ()

Buildings Straddling Right of Way Line

Yes () No () Cut at Line () Remove Entire (x)

<u>Name & Address</u>	<u>Interest</u>	<u>Date Served</u>	
		<u>Summons</u>	<u>O.P.</u>
<u>Roy B. Gilmore</u> <u>939 W. Iowa Avenue</u> <u>Sunnyvale</u>	<u>Owner</u>		
<u>Pearl M. L. Gilmore</u> <u>939 W. Iowa Avenue</u> <u>Sunnyvale</u>	<u>Owner</u>		
<u>City Title Insurance Company</u>	<u>Trustee</u>		
<u>Peter Della Maggiore</u>	<u>Beneficiary</u>		
<u>Mary Della Maggiore</u>	<u>Beneficiary</u>		

MICHAEL DI LEONARDO
ROBERT L. BLAKE
JAMES T. KELLY, JR.
JESS JOSEPH AGUILAR
STANLEY F. LEAL

LAW OFFICES
OF
di Leonardo, Blake, Kelly, Aguilar & Leal
P. O. BOX 791
400 SUNNYVALE OFFICE CENTER
CIVIC CENTER
SUNNYVALE, CALIFORNIA
736-3474

SAN JOSE OFFICE
TELEPHONE
293-3314

March 25, 1964

Justin F. Mitchell
Right of Way Agent
Department of Public Works
20 West Rosa Street
San Jose 10, California

Re: SD No. 2
Project Reid-Hillview Airport
Parcel No. 3511-15-7
Grantor, Roy B. Gilmore et us
Title Insurance & Trust Co. Escrow Acct. No. 244862
County of Santa Clara vs. Gilmore et al
Santa Clara Co. Superior Court No. 152074

Dear Justin:

I enclose, herewith, the following:

1. Original Grant Deed by the terms of which Roy B. Gilmore and Pearl M. L. Gilmore, his wife, convey to the County of Santa Clara the real property described therein involved in the above entitled acquisition proceedings; and
2. Original and copy of Agreement for Purchase of Real Property duly executed by my clients Roy B. Gilmore and Pearl M. L. Gilmore, his wife.

My understanding is that this matter will be set for consideration by the Board of Supervisors of the County of Santa Clara on April 13, 1964, and that as quickly as possible thereafter the above entitled escrow will be closed.

By the terms of the agreement we are required to give a 30-day notice to vacate the premises upon the tenants presently occupying the premises.

It is also my understanding that you wish us to request said tenants to remove and take with them various used and/or parts of used automobiles presently upon the premises. This I have agreed we will do for you.

If you will advise me immediately upon acceptance by the Board of Supervisors I will immediately give such written notice to the tenants.

di Leonardo, Blake, Kelly, Aguilar & Leal

Justin F. Mitchell

-2-

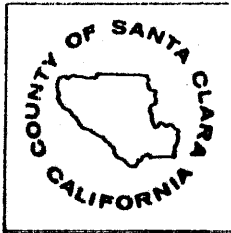
March 25, 1964

If there is anything further I may do to aid in expediting the closing of this transaction and settlement do not hesitate to call upon me.

Yours very truly,

Michael di Leonardo
Michael di Leonardo

MdiL:bcd
Encls.



DEPARTMENT OF PUBLIC WORKS
SANTA CLARA COUNTY OFFICE BUILDING
CIVIC CENTER

JAMES S. ENOCHS, DIRECTOR
20 WEST HEDDING STREET
SAN JOSE 10, CALIFORNIA

Title Insurance & Trust Company
66 North First Street
San Jose, California

Subject: Owner: R. B. Gilmore
Project: Reid-Hillview Airport
Parcel No.: 3511-15-7
Escrow No.: 244862

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

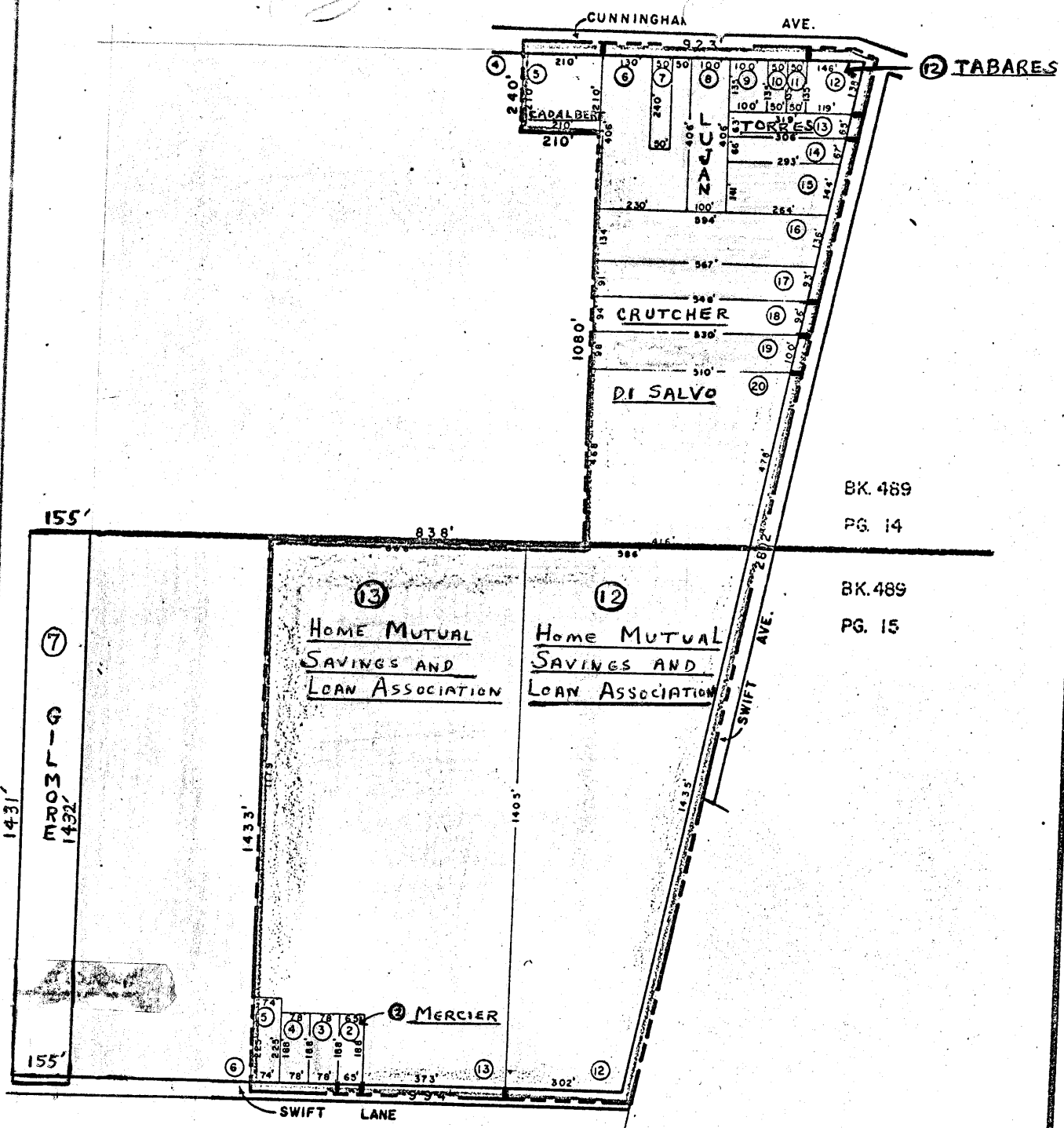
Gentlemen:

This is to advise you that from March 28, 1962² the date of our preliminary report to June 3, 1963 at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

W. H. Regland, Title Officer



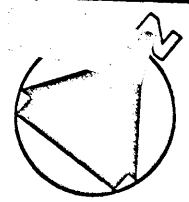
BK. 489

PG. 14

BK. 489

PG. 15

OCTOBER 1



0 200 400 600 800
SCALE IN FEET

MEMORANDUM

To: E. D. Hodge

From: Francis B. Sullivan

SUBJECT: Reid Hillview Airport
Parcel 3511-15-7
Roy B. Gilmore

Date: October 3, 1963

Attached is a copy of the appraisal report submitted by H. M. Samuelson for this parcel. This report has been reviewed and the value therein appears reasonable.

FBS:o's

cc: GHM

FBS

*George -
assign to Cronin*

Hodge

H. M. SAMUELSON & COMPANY
REAL ESTATE APPRAISERS

2411 FOREST AVENUE • SAN JOSE 28, CALIFORNIA • AXminster 6-6333

September 19, 1963

Mr. Francis B. Sullivan
Senior Right of Way Agent
Department of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Dear Mr. Sullivan:

At your request, I have estimated the market value of 5.09 acres located on Tully Road adjacent to Reid's Airport, owned by Roy B. Gilmore and Pearl M. I. Gilmore.

Reference is made to my report dated March 1, 1963 appraising other properties in the area for the expansion of said Airport. The sales of comparable properties contained therein are useful to the valuation of the Gilmore parcel.

The Gilmore property, by itself, has serious limitations for developing to its highest and best use, residential subdivision, by reason of its narrow width of 155 lineal feet. Although it is deep, meaning 1,432.20 ft. on the Easterly side and 1,431.54 ft. on the Westerly side, it would be necessary to run a street down one side of the property which would leave shallow lots.

This parcel would, no doubt, be more valuable if added to the adjacent piece for subdivision purposes.

The adjoining parcel to the West together with the parcel to the rear of subject sold on November 30, 1962. Grantor was Bertha Hamilton (City Title) and Grantees were the operators of San Jose Speedway, Raymond Leon, Robert Barkhimer, Joseph Sunseri and Joseph Leon. Price was \$85,500 for approximately 11.749 acres or \$7,277 per acre.

On the basis of this sale and others incorporated in my report of March 1, 1963. I estimate the fair market value of subject property to be \$8,000 per acre or a total of \$40,720.

Improvements on the property consist of an old frame dwelling in very poor condition and some sheds and outbuildings also in very poor condition. No value was given to the improvements as they detract from the highest and best use of the property.

Assessed value of the property for 1962-63 is: Land \$4,590; Improvements, \$2,100; or a total of \$6,690. Taxes for 1962-63 were \$607.54.

Address of the vestee is 939 West Iowa Avenue, Sunnyvale, California.

Very truly yours,



Harold M. Samuelson



DEPARTMENT OF PUBLIC WORKS
SANTA CLARA COUNTY OFFICE BUILDING
CIVIC CENTER

JAMES B. ENOCHS, DIRECTOR
20 WEST HEDDING STREET
SAN JOSE 10, CALIFORNIA

Title Insurance & Trust Company
66 North First Street
San Jose, California

Subject: Owner: R. B. Gilmore
Project: Reid-Hillview Airport
Parcel No.: 3511-15-7
Escrow No.: 244862

Gentlemen:

Your company issued a preliminary report of title under the above order number. Please review this report and if you find a change as to vesting or exceptions, furnish six copies of a supplemental report. If there is no change, please sign the duplicate copy of this letter and return it to this office within ten days of date of this letter.

Very truly yours,

E. D. HODGE
Chief Right-of-Way Agent

Gentlemen:

This is to advise you that from ~~March 28, 1963~~ ^{June 3, 1963} the date of our preliminary report to at 8:00 a.m., we find nothing further on record affecting the title to the property described in our report.

This does not include a report on County or Municipal Taxes.

Very truly yours

W. S. Ragland, Title Officer

Jan. 22 1961

MEMORANDUM

County of Santa Clara

Dept: Counsel.

Date: Jan. 22 1961
To: Justin Mitchell - R/W
From: R. Harmsen
SUBJECT: County v. Gilmore

Attached is letter from D. Leonardo.
Give him a call at your convenience
RPH.

LAW OFFICES
OF

di Leonardo, Blake, Kelly, Aguilar & Leal

P. O. BOX 791

400 SUNNYVALE OFFICE CENTER

CIVIC CENTER

SUNNYVALE, CALIFORNIA

736-3474

SAN JOSE OFFICE
TELEPHONE
293-3314

MICHAEL DI LEONARDO
ROBERT L. BLAKE
JAMES T. KELLY, JR.
JESS JOSEPH AGUILAR
STANLEY F. LEAL

January 21, 1964

Richard S. Harrison
Deputy County Counsel
70 West Hedding Street
San Jose 10, California

Re: County of Santa Clara vs. Gilmore et al
Santa Clara Co. Superior Court No. 152074

Dear Dick:

In connection with the above entitled pending action, I have yet to hear from anyone representing the plaintiff concerning the acquisition of the parcel.

I had anticipated, consistent with our discussions, that an acquisition agent would call upon me.

I shall set the file ahead and wait for such an appointment.

Yours very truly,

Michael di Leonardo
Michael di Leonardo

MdiL:bcd

RECEIVED
JAN 22 1964
COUNTY COUNSEL

MEMORANDUM

To: Richard Harrison, Deputy County Counsel From: E. D. Hodge

SUBJECT: County of Santa Clara vs. Date: December 31, 1963
Roy B. Gilmore, et al
S.C.C. No. 152074
Reid Hillview Airport

Forwarded herewith is Proof of Service in the above referenced action. We are also returning original summons herewith.

For your information, there appears some possibility that we can negotiate a settlement in this matter. If it does not materialize you will be promptly advised.

EDH:JFM:fm



Office of
THE DIRECTOR

FEDERAL HOUSING ADMINISTRATION



100 California Street
San Francisco 11, California

April 26, 1961

In reply please refer to:
V-53B

Mr. Donald E. Koreski
P. O. Box 796
Sunnyvale, California

Re: Lands of Cadile
San Jose, California
Santa Clara County

Dear Mr. Koreski:

In accordance with your request for subdivision analysis, we have reviewed the exhibits submitted in connection with the captioned subdivision and have conducted a site inspection.

After careful consideration, it is our conclusion that this site, due to its proximity to the flight activity at Hillview Airport, represents a degree of mortgage risk too great to be eligible for FHA mortgage insurance consideration.

Yours very truly,

Robert C. Macduff
Director

REGENCY REALTY CO.

510 South Murphy Avenue
Sunnyvale, California
REgent 6-4996

DONALD E. KORESKI, Broker

Real Estate - Insurance
Business Opportunities

44
October 25, 1961

Board of Supervisors
Santa Clara County Court House
First & Rosa Streets
San Jose, California

Gentlemen:

A client of mine, one Ben F. Carlile, is the owner of a five acre parcel of land South of and contiguous to the Hillview Airport. Map of which is enclosed.

In view of the fact that you have recently purchased the Hillview Airport, I am asking if you would consider purchasing the above mentioned five acres also?

The reason for this request is because the owner is unable to secure financing to construct single family residences on this property. F. H. A. has refused to assist in this matter. Copy of their letter attached.

In view of the fact that subject property is within the City Limits of San Jose, is zoned R-1 (and the City planning commission has informed me that they have no intention of changing the zoning) financing is not attainable, and my client is paying City Taxes, I feel that Mr. Carlile is suffering a very definite hardship, inso far as he is unable to put this property to any useful purpose.

Thanking you in advance for your consideration of this matter.

Yours truly,

REGENCY REALTY CO.

Donald E. Koreski
Donald E. Koreski

NOV 6 1961

DEK/eal
E_ncl.2

Date _____
APPROVED *JKW*
RE: CE CC PC DPW FLD
NO: _____ ABSTAINS: _____

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

MEMORANDUM

To: Richard Harrison, Deputy County Counsel From: E. D. Hodge

SUBJECT: County of Santa Clara vs. Date: December 31, 1963
Roy B. Gilmore, et al
S.C.C. No. 152074
Reid Hillview Airport

in duplicate
Forwarded herewith is Proof of Service in the above referenced action. We are also returning original summons herewith.

For your information, there appears some possibility that we can negotiate a settlement in this matter. If it does not materialize you will be promptly advised.

EDH:JFM:fm

PROOF OF SERVICE

I am and was at the time of the service of the summons
and complaint attached hereto, a citizen of
the United States, over the age of eighteen years, and not a party
to the within entitled action.

I personally served the attached Summons and complaint

on the herein named defendant s, whom deponent knew to be the
person s named in the said documents by
delivering to and leaving with the said defendant s
personally, at the place hereinafter set forth in the State of
California, County of Santa Clara, and at the time set
opposite their respective names, a copy of said summons
attached to a copy of the complaint referred to in said summons.

<u>Name of Defendants Served</u>	<u>Place Where Served</u>	<u>Date of Service</u>
<u>Roy B. Gilmore</u>	<u>Sunnyvale, California</u>	<u>December 30, 1963</u>
<u>Pearl M. L. Gilmore</u>	<u>"</u>	<u>"</u>

I declare under penalty of perjury that the foregoing is
true and correct. Executed on December 31, 1963, at
San Jose, California.

Justin F. Mitchell
Justin F. Mitchell

County of Santa Clara vs.
B. Gilmore, et al.
S.C.C. No. 152074
Reid Hillview Airport

PROOF OF SERVICE

I am and was at the time of the service of the summons
and complaint attached hereto, a citizen of
the United States, over the age of eighteen years, and not a party
to the within entitled action.

I personally served the attached Summons and
complaint
on the herein named defendant S, whom deponent knew to be the
person S named in the said documents by
delivering to and leaving with the said defendant S
personally, at the place hereinafter set forth in the State of
California, County of Santa Clara, and at the time set
opposite their respective names S, a copy of said Summons
attached to a copy of the complaint referred to in said summons.

Name of Defendants Served	Place Where Served	Date of Service
Roy B. Gilmore	Sunnyvale, Calif.	December 30, 1963
Pearl M.L. Gilmore	" "	" "

I declare under penalty of perjury that the foregoing is
true and correct. Executed on December 3, 1963, at S
San Jose, California.

Justin F. Mitchell

COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL

COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

December 19, 1963

Mr. E. D. Hodge
Chief Right of Way Agent
Department of Public Works
County of Santa Clara
San Jose, California

*Con Mary Off El Cam
MATHILDA, Pasteria & Mary
W. Secor 3 hrs for El Cam*

Re: County v. Gilmore (Reid-Hillview Airport)
Parcel No. 3511-15-7

Dear Mr. Hodge:

Enclosed is an original summons and two copies of summons, complaint and lis pendens. Kindly have your agent serve the same upon Roy B. Gilmore and Pearl M. Gilmore, 939 West Iowa Avenue, Sunnyvale, and return the original summons and proof of service to me.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By *Richard S. Harrison*
Richard S. Harrison
Deputy County Counsel

RSH:cw

encl.

MEMORANDUM

file

To: E. D. Hodge

From: Francis B. Sullivan

SUBJECT: Reid Hillview Airport
Parcel 3511-15-7
Roy B. Gilmore

Date: October 3, 1963

Attached is a copy of the appraisal report submitted by H. M. Samuelson for this parcel. This report has been reviewed and the value therein appears reasonable.

FBS:o's

cc: GHM

Board of Supervisors _____
 County Counsel _____
 Owner _____
 Title Company _____
 Controller _____
 Public Works _____

S. D. No. 4
 Project: Reid Hillview Airport
 Parcel No.: 3511-15-7
 Grantor: Roy B. Gilmore, et ux

AGREEMENT FOR PURCHASE OF REAL PROPERTY

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

Roy B. Gilmore and Pearl M. L. Gilmore

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 ~~Forty Thousand Eight Hundred Sixty Dollars~~ ~~-----~~ (~~\$40,860.00~~).

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 exception 2 of Title Insurance and Trust preliminary report dated March 28, 1963

and agrees that said deed will be deposited with the _____
 Title Insurance ^{& Trust} Company in escrow account number 244862 not later than 20 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. Said escrow costs shall not, however, include usual and customary reconveyance fees, trustee's fees, forwarding fees, or penalty (if any) for payment in full in advance of maturity 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.

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 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.

11. Lease Warranty

The Owner warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Owner further agrees to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of the Owner's for a period exceeding one month.

12. It is understood and agreed that Owner will serve thirty days written notice to vacate upon tenants now occupying the premises immediately upon approval of this agreement by County. A copy of said written notice will be forwarded to the County.

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 _____, 19_____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this 25 day of MAR,
19 64.

S/
ROY B. GILMORE

/
PEARL M. L. GILMORE

Owner

Address _____

APPROVED AS TO FORM:

SPENCER M. WILLIAMS, County Counsel

By _____
Deputy County Counsel

4-5-63

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

PORTION OF LOT 64, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract" which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book C of Maps, at page 57, and more particularly described as follows:

BEGINNING at a point on the Southeasterly line of Fillmore Tract, hereinabove referred to, at the common corner of Lots 64 and 65, as shown on the Map of said Fillmore Tract; thence along the Southeasterly line of said Fillmore Tract, (said Southeasterly line being in Swift Land), South 50° West 155 feet; thence leaving the Southeasterly line of said Fillmore Tract, and running parallel with the line dividing said Lots 64 and 65, Northwesterly 1431.54 feet, more or less, to the Northwesterly line of said Lot 64; thence along said Northwesterly line North $49^{\circ} 51'$ East 155 feet to the most Northerly corner of said Lot 64; thence along the line dividing said Lots 64 and 65, Southeasterly 1432.20 feet to the point of beginning.

EXHIBIT "A"

EXHIBIT "A"

RIGHT OF WAY DATA SHEET

Grantor: Roy B. Gilmore, et ux Project: Reid Hillview Airport Parcel No.: 3511-15-7
 Property Address Tully Road, San Jose Entire Area:
 Mailing Address: Z. M. di Leonardo, Attny. at Law 221,720 sq. ft. 5.09 ac
400 Office Center, Sunnyvale
 Telephone: _____ Part Required:
 Jurisdiction: San Jose _____ sq. ft. All ac
 Remainder:
 _____ sq. ft. None ac

Unit Land Cost: _____ *Appraisal _____ O.P. _____ Settlement _____
 Sq. Ft.: \$ 0.19 _____ 19 63 _____ Deposit _____
 Acre: \$ 8,200.00 _____
5.09 ac. gross \$40,720.00 _____ \$40,860.00
4.983 ac. net
 Improvements: _____ 0.00 _____ 0.00
 Damages:
 Benefits:
 Other Consideration

Total Consideration: \$40,720.00 \$40,860.00
 Cash to Grantor: \$40,860.00

1. Removal of Imps. by Grantor
 2. Const. Contract Items
 - 3.* Rentals
 4. Withheld Funds
 5. Excess Lands
 - 6.* Continued Occupancy
 - 7.* Settlement Justification
 8. Title Exceptions
 9. **SUIT PREVIOUSLY FILED**
- Title Co.: Title Insurance & Tr.
 No.: 244862 Date: 3-28-63
 Grantor Acquired: 2-28-62
 I.R.S. \$ 25.85
 Appraised by: Samuelson, Cty. Staff
 Date: Sept., '63
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: yes
 O.P.: no
 Agreements: _____
 Resolutions: _____
 Deeds: R/W file Maps: Display
 R/W Agent: Justin F. Mitchell
 Dep. Co. Counsel: R. Harrison

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
			Old wood frame house and sheds --no value
ITEM #3 - RENTALS			
Premises are occupied by E. W. Brackett and family of nine children. Rental has been handled through a realtor, W. Atkinson, phone 251-3065. Rental is \$85.00/month, next due 4/1/64.			
ITEM #6 - CONTINUED OCCUPANCY			
Clause 12 of Agreement obligates owner to give tenant 30-day written notice to vacate upon approval of Agreement by County. However, tenant is to be allowed to stay on until close of school in June.			
ITEM #7 - SETTLEMENT JUSTIFICATION			
Appraisal by Samuelson in September 1963 indicated the above value based on gross acreage at \$8,000/per acre. Subsequent review by County Staff in November 1963 indicated values upwards of \$8,500/acre. Settlement was made through Owner's attorney at \$8,200/acre with payment only for net area outside Tully Road R/W. The attorney was well-informed as to values in the general vicinity of subject property.			
ITEM #8 - TITLE EXCEPTIONS			
Clear:			
1. Taxes			
2. Trust deed outstanding			
Subject to:			
2. Swift Lane R/W			

Approval _____
 To County Counsel: _____
 Agenda: 4/13 Item # _____
 382 (Replaces RC-11)

o's 3-31-64

I.R.S.

Grant Deed Individual

ROY B. GILMORE and PEARL M. L. GILMORE,
his wife

the first part *ies*, hereby GRANT TO the

COUNTY OF SANTA CLARA

the second part *y*, all that real property situated in the

County of Santa Clara, State of California, described as follows:

Above space for Recorder

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

PORTION OF LOT 64, as shown upon that certain Map entitled, "Map
of the Subdivision of the Fillmore Tract" which Map was filed
for record in the Office of the Recorder of the County of Santa
Clara, State of California on February 14, 1888 in Book C of
Maps, at page 57, and more particularly described as follows:

BEGINNING at a point on the Southeasterly line of Fillmore
Tract, hereinabove referred to, at the common corner of Lots
64 and 65, as shown on the Map of said Fillmore Tract; thence
along the Southeasterly line of said Fillmore Tract, (said
Southeasterly line being in Swift Land), South 50° West 155
feet; thence leaving the Southeasterly line of said Fillmore
Tract, and running parallel with the line dividing said Lots
64 and 65, Northwesterly 1431.54 feet, more or less, to the
Northwesterly line of said Lot 64; thence along said North-
westerly line North 49° 51' East 155 feet to the most Northerly
corner of said Lot 64; thence along the line dividing said Lots
64 and 65, Southeasterly 1432.20 feet to the point of beginning.

WITNESS

hand

this

25th

day of

March

, 19

65

S/
ROY B. GILMORE

S/
PEARL M. L. GILMORE

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } ss.

On this _____ day of _____, 19 _____, before me,

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

be the person whose name

subscribed to the foregoing instrument, and acknowledged to me that

known to me to
executed the same.

Notary Public

RESOLUTION TO CONDEMN

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that it hereby finds, determines and declares that the public interest, convenience and necessity require the acquisition by said County of the property hereinafter described for the establishment and maintenance thereon of public buildings and grounds to be used by said County for airport purposes.

IT IS HEREBY DETERMINED that the land hereinafter described is required and necessary for the public uses above set out.

BE IT FURTHER RESOLVED that it is necessary to acquire title to all of said land in fee simple absolute for the public uses and purposes above set out, and that said land should be acquired by proceedings in eminent domain in accordance with the appropriate provisions of the Code of Civil Procedure of the State of California relating thereto.

BE IT FURTHER RESOLVED by the Board of Supervisors that the County Counsel of said County of Santa Clara, State of California, be, and he is hereby, authorized and directed 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 said real property hereinafter described for the uses and purposes hereinabove set out, and to take all steps which may be necessary or proper to be taken for the condemnation thereof.

That said land is more particularly described as follows:

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

"PORTION OF LOT 64, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract" which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book C of Maps, at page 57, and more particularly described as follows:

"BEGINNING at a point on the Southeasterly line of Fillmore Tract, hereinabove referred to, at the common corner of Lots 64 and 65, as shown on the Map of said Fillmore Tract; thence along the Southeasterly line of said Fillmore Tract, (said Southeasterly line being in Swift Land), South 50° West 155 feet; thence leaving the Southeasterly line of said Fillmore Tract, and running parallel with the line dividing said Lots 64 and 65, Northwesterly 1431.54 feet, more or less, to the Northwesterly line of said Lot 64; thence along said Northwesterly line North 49° 51' East 155 feet to the most Northerly corner of said Lot 64; thence along the line dividing said Lots 64 and 65, Southeasterly 1432.20 feet to the point of beginning.

"CONTAINING APPROXIMATELY 5.09 acres of land.

BE IT FURTHER RESOLVED that the land hereinabove described is selected and located in the manner which will be most compatible with the greatest public good and the least private injury, and that said land hereinabove described is, in the opinion of this Board, that which is best adapted for the public uses and purposes hereinabove set out.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on _____, 1963, by the following vote:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

Chairman of the Board of Supervisors

ATTEST: JEAN PULLAN, Clerk
Board of Supervisors

ARCH MACDONALD
CLAYTON W. BRUNSELL
WILLIAM WALTERS

LAW OFFICES
MACDONALD, BRUNSELL & WALTERS
FINANCIAL CENTER BUILDING
OAKLAND 12, CALIFORNIA
TELEPHONE TEMPLEBAR 6-1866

July 10, 1963

Mr. Thomas McCready
Right of Way Agent
Department of Public Works
County of Santa Clara
20 West Rosa Street
San Jose 10, California

Re: Swift Lane Property for Proposed
Hillview Airport

Dear Mr. McCready:

Enclosed herewith please find City Title Insurance Company's Preliminary Title Report No. 174377 in connection with the County's proposed acquisition.

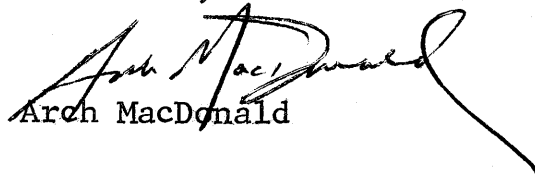
The proposed conveyance to the County will be made free and clear of all encumbrances except Items 5, 6, 7 and 8 as shown on the Preliminary Report. Real property taxes will be prorated as of the date of closing. Revenue stamps will be affixed by seller and premium of title insurance is to be paid by purchaser.

As we have discussed verbally, any condemnation suit should name Guardian Capital Company, a corporation, and I would appreciate this suit being separate from the condemnation action filed relating to other properties.

As I mentioned to you, it is possible to close this deal out promptly on the basis of \$8,500.00 per acre. This figure contemplates a cash transaction to be completed prior to August 1, 1963.

Very truly yours,

MACDONALD, BRUNSELL & WALTERS


Arch Macdonald

AMacD:t
cc: Don Stinson



CITY TITLE INSURANCE COMPANY

San Jose Office West San Jose Office Sunnyvale Office Los Altos Office Palo Alto Office
76 North First St. 1687 W. San Carlos 211 So. Frances Ave. 171 Main St. 116 University Ave.
CYpress 3-7315 CYpress 7-3986 REgent 6-5423 WHitediff 8-6676 DAvenport 6-0880

PRELIMINARY REPORT
NO LIABILITY HEREUNDER

PLEASE REFER TO:

Office..... San Jose
Office No..... 174377/AJC
Application No.....

CITY TITLE INSURANCE COMPANY, a corporation, hereby reports that title to the land hereinafter described is on June 27, 1963 at 8:00 a. m. vested in:

GUARDIAN CAPITAL COMPANY, a corporation

SUBJECT TO:

1. Taxes for the fiscal year 1963-64 a lien not yet due or payable, including personal property taxes, if any.

2. Taxes for the fiscal year 1962-63 a lien, as follows:
1st Installment \$525.00 DELINQUENT plus 6% penalty
2nd Installment \$525.00 DELINQUENT plus penalty and \$3.00 Cost
Bill No. 489-15-012 - Code Area 40-381 (Affects Parcel 2)

1st Installment \$731.39 DELINQUENT plus 6% penalty
2nd Installment \$731.39 DELINQUENT plus penalty and \$3.00 Cost
Bill No. 489-15-013 - Code Area 40-381 (Affects Parcel 1)

3. Sale to the State of California on June 29, 1962 for non-payment of Delinquent Taxes for the fiscal year 1961-62. Sale No. 36091. Amount necessary to redeem if paid on or before July 31, 1963 is \$1,051.16. (Affects Parcel 2)

4. Sale to the State of California on June 29, 1962 for non-payment of Delinquent Taxes for the fiscal year 1961-62. Sale No. 36092. Amount necessary to redeem if paid on or before July 31, 1963 is \$2,290.09. (Affects Parcel 1)

5. Right of the Public to use as a roadway so much of the premises as lies with in the limits of Swift Lane.

6. Right of Way for a single line of towers for the transmission of electrical energy, as granted by Mary Jones, et vir, to Pacific Gas and Electric Company, a corporation, by instrument recorded November 14, 1927 in Book 358 of Official Records, page 317.

Said Right of Way is described as follows:

Beginning at a point in the Northwesterly line of Lot 69, hereinafter described, from which a 2" x 3" stake marking the intersection of the Northwesterly boundary line of said Lot 69 with the Southwesterly boundary line of Swift Avenue bears North 49° 47'

East 88.0 feet distant; and running thence South 39° 20' East 355.8 feet; thence South 35° 33 1/2' East 620.0 feet, more or less, to a point on the Northeasterly boundary line of said Lot 69. (Affects Parcel 2)

7. Right of Way for crossarms and wires, as granted by Glen Mercier, et ux, to Pacific Gas and Electric Company and The Pacific Telephone and Telegraph Company, California corporations, by instrument recorded October 23, 1946 in Book 1384 of Official Records, page 272.

Said Right of Way is described as follows:

(A) A strip of land of the uniform width of 4 feet lying contiguous to and Southwesterly of the Northeasterly boundary line of Lot 69, and extending from the Northwesterly boundary line of Lot 69 Southeasterly 630 feet, as said Lot is delineated and so designated upon that certain Map of Fillmore Tract, recorded in Book "C" of Maps, at page 57.

(B) A strip of land of the uniform width of 10 feet extending from the Northeasterly boundary line of said Lot 69 Southeasterly to the Northwesterly boundary line of the County Road known as Swift Avenue extending along the Southeasterly boundary line of said Lot 69, and lying equally on each side of that certain line which begins at a point in the Northwesterly boundary line of said Swift Avenue, distant thereon 25.5 feet Southwesterly from the intersection thereof, with the Northeasterly boundary line of said Lot 69, and runs thence North 20° 07' West 170 feet, more or less, to a point in the Northeasterly boundary line of said Lot 69.

Said instrument contains the following statement: "No poles are to be erected thereunder". (Affects Parcel 2)

8. Official Plan Line 15.00 feet Northerly of the present line of Swift Lane (50.0 feet wide), as shown upon Official Plan Line Map of Tully Road and Swift Lane, filed for record on September 18, 1952 in Book 2 of Plan Lines, at pages 4 and 5.

DESCRIPTION:

That certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

ALL OF LOTS 68 and 69, and portion of Lots 60 and 67, as shown upon that certain Map entitled, "MAP OF THE SUBDIVISION OF THE FILLMORE TRACT", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, page 57, and more particularly described as follows:

BEGINNING at a point in the center line of Swift Lane at the Easternmost corner of that certain parcel of land described in the Deed from Cien Mercier, et ux, to Arthur L. Wickersham, et ux, dated January 13, 1949 and recorded January 21, 1949 in Book 1735 of Official Records, page 286, Santa Clara County Records; running thence N. 50° E. along the said center line of Swift Lane, 698.65 feet to the Easternmost corner of Lot 69, as said Lot is shown upon the Map above referred to; running thence N. 28° 44' W. along the Northwesterly line of said Lot 69 for a distance of 1464.54 feet to the Northernmost corner thereof; running thence S. 49° 51' W. along the Northwesterly line of Lots 69, 68, 67 and 66 of said Sub-division, 1282.19 feet to the Northernmost corner of that certain 5.00 acre tract of land described in the Deed from Cecil Reid, et ux, to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942 and recorded February 16, 1942 in Book 1084 of Official Records, page 133, Santa Clara County Records; thence running S. 40° 09' E. along the Northeastery line of the said 5.00 acre tract, 1178.58 feet to the Westernmost corner of that certain parcel of land described in the Deed from Cien Mercier, et ux, to William R. Carroll, et ux, dated August 20, 1947 and recorded August 29, 1947 in Book 1500 of Official Records, page 568, Santa Clara County Records; running thence N. 50° E. along the Northwesterly line of the land so described in the Deed to said Carroll, et ux, 74.07 feet to the Northernmost corner thereof; running thence S. 40° 09' E. along the Northeastery line of the land so described in the Deed to said Carroll, et ux, 37.16 feet to the intersection thereof with the prolongation Southwesterly of the Northwesterly line of the land so described in the Deed to said Wickersham, et ux; running thence N. 50° E. along said prolonged line and along the Northwesterly line of the land so described in the Deed to said Wickersham, 217.42 feet to the Northernmost corner thereof; running thence S. 40° 09' E. along the Northeastery line of the land so described in the Deed to said Wickersham, 217.32 feet to the point of beginning.

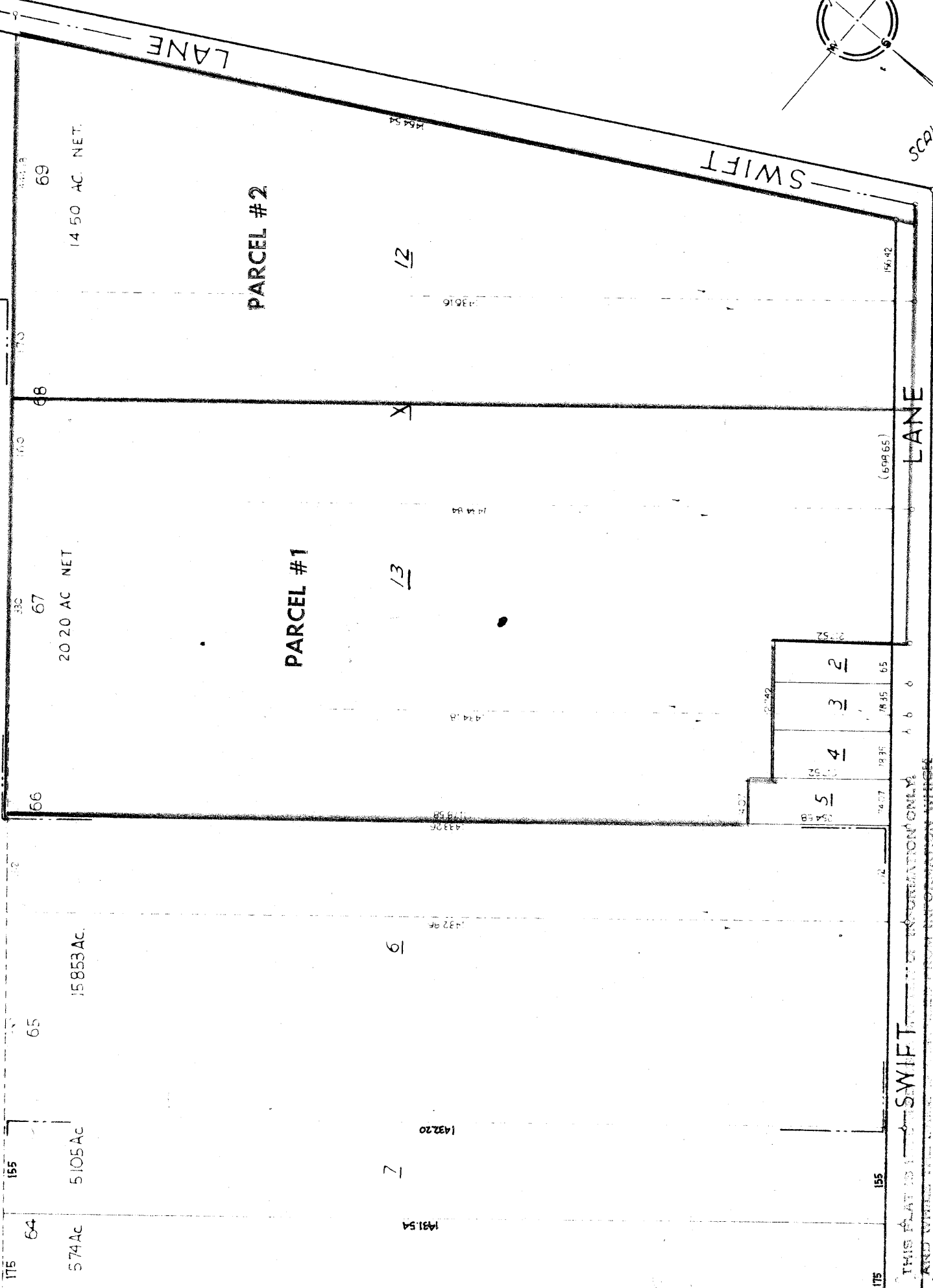
EXCEPTING THEREFROM that portion as granted by City Title Insurance Company, a California corporation, to Pioneer Investors Savings and Loan Association, a corporation, by Deed dated February 17, 1961 and recorded February 20, 1961 in Book 5078 of Official Records, page 198, and more particularly described as follows:

ALL OF LOT 69 and the Northeasterly 170 feet of Lot 68, measured at right angles to the Northeasterly line thereof, as said Lots are shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book "C" of Maps, page 57.

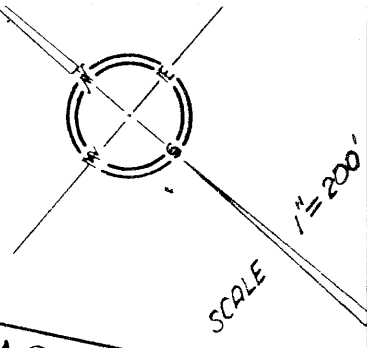
(Continued)

PARCEL TWO:

ALL OF LOT 69, and the Northeasterly 170 feet of Lot 68, measured at right angles to the Northeasterly line thereof, as said Lots are shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book "C" of Maps, page 57.



34



THIS PLAT IS A SWIFT LANE
 AND WHILE THE SURVEY IS FOR INFORMATION ONLY,
 WE BELIEVE TO BE CORRECT, NO LIABILITY IS ASSUMED BY
 THIS COMPANY AS TO THE CORRECTNESS OF SAID INFORMATION.

34

J. F. Debie

Title Examiner

By

John F. Debie

CITY TITLE INSURANCE COMPANY

This report does not include an examination of, and the policy of title insurance in the usual form will not insure against loss by reason of:

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 waters.
5. Any laws, government 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.

"TAXING AGENCY" when used herein means the State and each County, City or District in which the land or some part thereof is situated, that levies taxes or assessments on real property.

"PUBLIC RECORDS" when used herein means those public records which, under the recording laws, impart constructive notice of matters relating to said land.

JFD/jc

3 of Applicant
 2 of Buyer
 2 of Title
 SD No. 174377

CITY TITLE INSURANCE COMPANY

HOME OFFICE

214 VAN NESS AVENUE
UNDERHILL 3-3080
SAN FRANCISCO, 2

BRANCH OFFICES

CITY AND COUNTY
OF SAN FRANCISCO

CITY TITLE INSURANCE COMPANY

160 SUTTER STREET, SAN FRANCISCO
EXBROOK 2-2142
2329 IRVING STREET, SAN FRANCISCO
LOMBARD 6-8088
4955 MISSION STREET, SAN FRANCISCO
DELAWARE 3-6900

SAN MATEO COUNTY

CITY TITLE INSURANCE COMPANY

601 HAMILTON STREET, REDWOOD CITY
EMERSON 9-4121
220 E. FIFTH AVENUE, SAN MATEO
DIAMOND 2-3261
495 SAN BRUNO AVE. WEST, SAN BRUNO
JUNO 3-1913
1471 BURLINGAME AVE., BURLINGAME
DIAMOND 2-9543

SANTA CLARA COUNTY

CITY TITLE INSURANCE COMPANY

76 NORTH FIRST STREET, SAN JOSE
CYPRESS 8-4242
1687 W. SAN CARLOS STREET, SAN JOSE
CYPRESS 8-5151
171 MAIN STREET, LOS ALTOS
WHITECLIFF 8-6676
211 So. FRANCES AVENUE, SUNNYSVALE
REGENT 6-5423
116 UNIVERSITY AVENUE, PALO ALTO
DAVENPORT 6-0880
460 So. CALIFORNIA AVENUE, So. PALO ALTO
326-4262
192 SARATOGA AVENUE, LOS GATOS
354-8410

PRELIMINARY REPORT

FOR A

POLICY OF TITLE INSURANCE

TO BE ISSUED BY

CITY TITLE INSURANCE COMPANY

FOUNDED 1898



COUNTY ENGINEER

RECEIVED
DEPT. OF PUBLIC WORKS
JUL 11 1963

CITY TITLE INSURANCE COMPANY

ASSOCIATED COMPANIES

EL DORADO COUNTY

TAHOE TITLE GUARANTY COMPANY
532 MAIN STREET, PLACERVILLE
BIYOU, LAKE TAHOE

FRESNO COUNTY

HOME TITLE COMPANY
2032 MARIPOSA STREET, FRESNO

LAKE COUNTY

LAKEPORT TITLE GUARANTY COMPANY
350 NO. MAIN STREET, LAKEPORT

MARIN COUNTY

MARIN TITLE GUARANTY COMPANY
1300 FOURTH STREET, SAN RAFAEL

MENDOCINO COUNTY

REDWOOD EMPIRE TITLE COMPANY
OF MENDOCINO COUNTY
201 NORTH STATE STREET, UKIAH

PLACER COUNTY

TAHOE TITLE GUARANTY COMPANY
1385 LINCOLN WAY, AUBURN

SOLANO COUNTY

TITLE GUARANTY CO. OF SOLANO COUNTY
2524 SONOMA BLVD, VALLEJO

SONOMA COUNTY

REDWOOD EMPIRE TITLE COMPANY
801 VILLAGE COURT, SANTA ROSA
5 PETALUMA BLVD. NORTH, PETALUMA

STANISLAUS COUNTY

INTER-VALLEY TITLE COMPANY
1315 J STREET, MODESTO

SUTTER COUNTY

FEATHER RIVER TITLE GUARANTY COMPANY
646 PLUMAS STREET, YUBA CITY

YUBA COUNTY

FEATHER RIVER TITLE GUARANTY COMPANY
313 FIFTH STREET, MARYSVILLE

NEVADA

TAHOE TITLE GUARANTY COMPANY
OF NEVADA
618 So. CENTER STREET, RENO

JBE

EDH

we never authorized the figure because we were not asked. we were willing. A PROBLEM IS SKOWING HERE. THERE MUST BE MUTUAL RESPECT & CONSULTATION

To: Spencer Williams
From: Dick Harrison
Date: November 6, 1963
Re: Agreement in settlement and compromise of condemnation litigation (Guardian Capital Company parcel - Reid Hillview Airport)

Enclosed is the original of an agreement in settlement of condemnation litigation, whereby the County agrees to purchase 34.70 acres of land from the Guardian Capital Company, for expansion of the Reid Hillview Airport.

Guardian Capital Company is one of the Arch MacDonald-Branden companies, and they have asked that the escrow close by November 15, 1963. Perhaps you could present the agreement to the Board at its November 12th meeting.

The agreed price is \$8,500/acre for 34.70 acres, or a total purchase price of \$294,950. That acreage price was under study by the Department of Public Works for several weeks to see if the sales in the area justified the price, and they subsequently authorized me to offer this sum, which was acceptable to the sellers.

This parcel is the largest single parcel being acquired for the airport expansion and is an important one to acquire since the "exposure risk" is high with this large an acreage.

It should be noted that we have several other parcels to acquire in the immediate area for which we are not offering the same price, as they are inferior parcels. So as not to make the negotiations on these other parcels more difficult, it might be advisable to minimize any publicity given to this acquisition.

R.S.H.

RSH/go:

cc: Don Hodge
Public Works ✓

AGREEMENT IN SETTLEMENT
AND COMPROMISE OF LITIGATION

This agreement is entered this _____ day of _____, 1963, by and between the COUNTY OF SANTA CLARA of the State of California, (hereinafter referred to as "Buyer") and GUARDIAN CAPITAL COMPANY, a corporation, (hereinafter referred to as "Seller") and is based upon the following circumstances:

WHEREAS, the Buyer has heretofore commenced proceedings to condemn for public use the hereinafter described land owned by Seller; and

WHEREAS, Buyer and Seller have reached agreement as to a final settlement in compromise of said litigation and do desire to express such settlement and compromise in writing;

NOW, THEREFORE, it is agreed as follows:

1. Buyer agrees to buy and Seller agrees to sell all that real property described on Exhibit "A" which is attached hereto and incorporated by reference.

2. The agreed price for said land is Two Hundred Ninety Four Thousand Nine Hundred Fifty Dollars (\$294,950.00) in full and final settlement of all claims for land value and severance damages. This agreement assumes said property to contain 34.70 acres.

3. The Seller agrees to convey said land to Buyer free and clear of all taxes, liens, encumbrances or defects of title, excepting only items numbered 5, 6, 7, and 8 as shown upon the preliminary title report issued by City Title Insurance Company on June 27, 1963, under San Jose number 174377. The lien of real property taxes for the fiscal year 1963-64 will be prorated as of the date of close of escrow.

4. Upon the execution of this agreement by both parties Seller will deposit in escrow with City Title Insurance Company, San Jose, a grant deed conveying title to Buyer in accordance with paragraph 3.

Buyer will deposit the purchase price in escrow with instructions to pay the same to Seller only after having issued a policy of title insurance insuring title to be in Buyer in accordance with paragraph 3 herein.

5. The cost of revenue stamps on the deed will be paid by Seller and Buyer will pay the cost of title insurance.

6. This agreement shall be binding on the successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

COUNTY OF SANTA CLARA
of the State of California

GUARDIAN CAPITAL COMPANY,
a corporation

By _____
Chairman, Board of Supervisors

By A. L. Brandt

By A. B. Stinson

STATE OF CALIFORNIA)
)
)
COUNTY OF SANTA CLARA) ss.

On this 5th day of November, 1963, before me, ADA C. TAYLOR, a Notary Public in and for said County of Santa Clara, personally appeared A. L. Brandt, known to me to be the President, and A. B. Stinson, known to me to be the Secretary of Guardian Capital Company, the corporation that executed the foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

Ada C. Taylor
Notary Public in and for the County
of Santa Clara, State of California
My commission expires: Nov 12, 1964

EXHIBIT A

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

PARCEL ONE

ALL OF LOT 69, and the Northeasterly 170 feet of Lot 68, measured at right angles to the Northeasterly line thereof, as said Lots are shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Book "C" of Maps, page 57.

PARCEL TWO

ALL OF LOTS 68 and 69, and portion of Lots 66 and 67, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "c" of Maps, page 57 and more particularly described as follows:

BEGINNING at a point in the center line of Swift Lane at the Easternmost corner of that certain parcel of land described in the Deed from Clem Mercier, et ux, to Arthur L. Wickersham, et ux, dated January 13, 1949 and recorded January 21, 1949 in Book 1735 of Official Records, page 286, Santa Clara County Records; running thence North 50° East along the said center line of Swift Lane, 698.65 feet to the Easternmost corner of Lot 69, as said Lot is shown upon the Map above referred to; running thence North $28^{\circ} 44'$ West along the Northeasterly line of said Lot 69 for a distance of 1464.54 feet to the Northernmost corner thereof; running thence South $49^{\circ} 51'$ West along the Northwesternly line of Lots 69, 68, 67 and 66 of said Subdivision 1282.19 feet to the Northernmost corner of that certain 5.00 acre tract of land described in the Deed from Cecil Reid, et ux, to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942 and recorded February 16, 1942 in Book 1084 of Official Records, page 138, Santa Clara County Records; thence running South $40^{\circ} 09'$ East along the Northeasterly line of the said 5.00 acre tract, 1178.58 feet to the Westernmost corner of that certain parcel of land described in the Deed from Clem Mercier, et ux, to William R. Carroll, et ux, dated August 20, 1947 and recorded August 29, 1947 in Book 1500 Official Records, page 568, Santa Clara County Records; running thence North 50° East along the Northwesternly line of the land so described in the Deed to said Carroll, et ux, 74.07 feet to the Northernmost corner thereof; running thence South $40^{\circ} 09'$ East along the Northeasterly line of

the land so described in the Deed to said Carroll, et ux, 37.16 feet to the intersection thereof with the prolongation Southwesterly of the Northwesterly line of the land so described in the Deed to said Wickersham, et ux; running thence North 50° East along said prolonged line and along the Northwesterly line of the land so described in the Deed to said Wickersham, 217.42 feet to the Northernmost corner thereof; running thence South $40^{\circ} 09'$ East along the Northeasterly line of the land so described in the Deed to said Wickersham, 217.52 feet to the point of beginning.

EXCEPTING THEREFROM that portion as granted by City Title Insurance Company, a California corporation, to Pioneer Investors Savings and Loan Association, a corporation, by Deed dated February 17, 1961 and recorded February 20, 1961 in Book 5078 Official Records, page 198, and more particularly described as follows:

ALL OF LOT 69, and the Northeasterly 170 feet of Lot 68, measured at right angles to the Northeasterly line thereof, as said Lots are shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book C of Maps, page 57.



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

SUPPLEMENTAL REPORT

Department of Public Works
20 West Hedding Street
San Jose 10, California

Attn: E. D. Hodge, Chief R/W Agent

Fee: \$15.00

IMPORTANT
When replying refer to
Our No. 240596

Your No. Hillview Airport

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of June 3, 1963

at 7:30 a.m.

B. M. BLANCHARD

Title Officer

Vestee:

WM. J. CRUTCHER and FLORENCE O. CRUTCHER,
his wife, as joint tenants

Exceptions:

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 boundary line over Swift Avenue as shown on the Map herein referred to.
3. Easement for road purposes over any portion of the premises hereinafter described lying within the limites of Swift Avenue.
4. Tower and electric transmission line easement as granted in the Deed from Manuel C. Silva and Mary Silva, husband and wife, to Pacific Gas and Electric Company, a corporation, dated November 17, 1927 and recorded November 30, 1927 in Book 344 of Official Records, page 228, said towers shall be located along a line described as follows:

BEGINNING at a point on the Southeasterly boundary line of Lot 39, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in Book "C" of Maps, at page 57, records of Santa Clara County, California (marked by a fence now upon the ground), from which a 2" x 3" stake marking the intersection of the Southeasterly boundary line of Lot 40 with the Southwesterly boundary line of Swift Avenue, as shown upon said Map, bears North 49° 47' East 88.0 feet distant; and running thence North 39° 20' West 800.00 feet, more or less, to a point in the Northeasterly boundary line of said Lot 39.

5. Tower and electric transmission line easement as granted in the

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

Deed from John Andrews and Marena Andrews, husband and wife, to Pacific Gas and Electric Company, a corporation, dated December 20, 1932 and recorded February 11, 1933 in Book 638 of Official Records, page 360, said towers shall be located along a line described as follows:

BEGINNING at a point on the Northwesterly boundary line of Lot 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record in Book C of Maps, page 57, records of Santa Clara County, California (said boundary line being marked by the center line of Cunningham Avenue), from which the intersection of the Southwesterly boundary line of said Lot 40 with the Southeasterly boundary line of Cunningham Avenue (said intersection being marked by the intersection of fences now upon the ground), bears South $7^{\circ} 39'$ East 35.7 feet distant, and running thence South $39^{\circ} 20'$ East 1300 feet, more or less to a point in the Southwesterly boundary line of said Lot 40.

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose, as to Taxes, Assessments and/or Bonds.

Note 2: Both installments of County and City Taxes for the fiscal year 1962-63, have been paid. Assessment Number 489-14-18. Code Number 40-377.

First installment	\$41.05
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Second installment	\$41.05
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Note 3: The assessed valuations of premises for County and City Taxes for the fiscal year 1962-63, as follows:

Assessed value real estate	\$760.00
Assessed value improvement	\$100.00
Assessed value personal property	NONE

The address of the above vestees as disclosed by the return address endorsed on the acquisition deed hereinafter referred to, is 2390 Madden Avenue, San Jose, California.

Note 4: The above vestees acquired title to premises by Deed from Henry R. Rothman and Mollie Rothman, his wife, dated April 22, 1963 and recorded May 9, 1963 in Book 6017 Official Records, page 92, Recorder's Serial Number 2399848, and to which Deed there were affixed Revenue Stamps in the sum of \$11.55.

DESCRIPTION

For description of the real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

WGR/ad

•6 copies to Department of Public Works

EXHIBIT A

All that certain parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point on the center line of Swift Avenue, 60 feet wide, distant thereon South $28^{\circ} 44'$ East 663.89 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, said point of beginning also being the most Easterly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Pedro A. Gutierrez, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 223; thence along the center line of Swift Avenue, South $28^{\circ} 44'$ East 96.11 feet to the most Northerly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Frank Cabrera, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 303; thence leaving the center line of Swift Avenue and running along the Northwesterly line of said 1.17 acre tract of land so conveyed to Cabrera, South $49^{\circ} 51'$ West 560.43 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of Lot 39, as shown upon the Map hereinafter referred to; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 94.21 feet to an iron pipe set at the most Southerly corner of said 1.17 acre tract of land conveyed to Gutierrez; thence along the Southeasterly line of said 1.17 acre tract, North $49^{\circ} 51'$ East 579.05 feet to the point of beginning and being a portion of Lots 39 and 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57.

mp
16

CUNNINGHAM
AVE

SUJIFT

S 28°44'E 66.39'

TO CENTER LINE

AVE

S 28°44'E
96.11'

N 49° 51' E
579.05'

S 60° 43'

S 49° 51' W

1.17 ACRES

20'

N 43° 09' W
94.21'

PTN LOTS 39 & 40 FILLMORE TR
C/57



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

5988
240596
mp
1/6

CUNNINGHAM AVE

SWIFT
S 28° 24' E 163.39' TO CENTER LINE

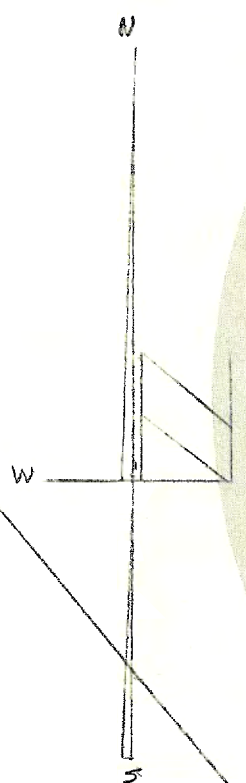
AVE

Lot 39

Lot 40

Fillmore Tract

no blags, staves, drilling etc.



W

S 28° 24' E
94.17'

N 49° 51' E
519.09'

S 49° 51' E
519.09'

1.17 ACRES

N 94° 21' E
94.21'

PTN LOTS 39 & 40 FILLMORE TR
C/57



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



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

Fee: \$15.00

IMPORTANT

When replying refer to

Our No. 240596

SUPPLEMENTAL REPORT

.Department of Public Works
.20 West Hedding Street
.San Jose 10, California

Your No. Hillview Airport

Attn: E. D. Hodge, Chief R/W Agent

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of June 3, 1963

at 7:30 a.m.

Bm Blanchard

B. M. BLANCHARD

Title Officer

Vestee:

WM. J. CRUTCHER and FLORENCE O. CRUTCHER,
his wife, as joint tenants

Exceptions:

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 boundary line over Swift Avenue as shown on the Map herein referred to.
3. Easement for road purposes over any portion of the premises hereinafter described lying within the limites of Swift Avenue.
4. Tower and electric transmission line easement as granted in the Deed from Manuel C. Silva and Mary Silva, husband and wife, to Pacific Gas and Electric Company, a corporation, dated November 17, 1927 and recorded November 30, 1927 in Book 344 of Official Records, page 228, said towers shall be located along a line described as follows:

BEGINNING at a point on the Southeasterly boundary line of Lot 39, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in Book "C" of Maps, at page 57, records of Santa Clara County, California (marked by a fence now upon the ground), from which a 2" x 3" stake marking the intersection of the Southeasterly boundary line of Lot 40 with the Southwesterly boundary line of Swift Avenue, as shown upon said Map, bears North 49° 47' East 88.0 feet distant; and running thence North 39° 20' West 800.00 feet, more or less, to a point in the Northeasterly boundary line of said Lot 39.

5. Tower and electric transmission line easement as granted in the

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

Deed from John Andrews and Marena Andrews, husband and wife, to Pacific Gas and Electric Company, a corporation, dated December 20, 1932 and recorded February 11, 1933 in Book 638 of Official Records, page 360, said towers shall be located along a line described as follows:

BEGINNING at a point on the Northwesterly boundary line of Lot 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record in Book C of Maps, page 57, records of Santa Clara County, California (said boundary line being marked by the center line of Cunningham Avenue), from which the intersection of the Southwesterly boundary line of said Lot 40 with the Southeasterly boundary line of Cunningham Avenue (said intersection being marked by the intersection of fences now upon the ground), bears South $7^{\circ} 39'$ East 35.7 feet distant, and running thence South $39^{\circ} 20'$ East 1300 feet, more or less to a point in the Southwesterly boundary line of said Lot 40.

Note 1: This Report includes an examination of the Municipal Records of the City of San Jose, as to Taxes, Assessments and/or Bonds.

Note 2: Both installments of County and City Taxes for the fiscal year 1962-63, have been paid. Assessment Number 489-14-18. Code Number 40-377.

First installment \$41.05

Second installment \$41.05

Note 3: The assessed valuations of premises for County and City Taxes for the fiscal year 1962-63, as follows:

Assessed value real estate	\$760.00
Assessed value improvement	\$100.00
Assessed value personal property	NONE

The address of the above vestees as disclosed by the return address endorsed on the acquisition deed hereinafter referred to, is 2390 Madden Avenue, San Jose, California.

Note 4: The above vestees acquired title to premises by Deed from Henry R. Rothman and Mollie Rothman, his wife, dated April 22, 1963 and recorded May 9, 1963 in Book 6017 Official Records, page 92, Recorder's Serial Number 2399848, and to which Deed there were affixed Revenue Stamps in the sum of \$11.55.

DESCRIPTION

For description of the real property referred to herein see EXHIBIT A attached hereto and made a part hereof.

WGR/ad

6 copies to Department of Public Works

EXHIBIT A

All that certain parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point on the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 663.89 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, said point of beginning also being the most Easterly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Pedro A. Gutierrez, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 223; thence along the center line of Swift Avenue, South 28° 44' East 96.11 feet to the most Northerly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Frank Cabrera, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 303; thence leaving the center line of Swift Avenue and running along the Northwesterly line of said 1.17 acre tract of land so conveyed to Cabrera, South 49° 51' West 560.43 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of Lot 39, as shown upon the Map hereinafter referred to; thence along the Southwesterly line of said Lot 39, North 40° 09' West 94.21 feet to an iron pipe set at the most Southerly corner of said 1.17 acre tract of land conveyed to Gutierrez; thence along the Southeasterly line of said 1.17 acre tract, North 49° 51' East 579.05 feet to the point of beginning and being a portion of Lots 39 and 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57.

5988
240596
m/p

CUNNINGHAM
AVE

SUIJET

S 28°44'E 663.89 TO CEJTEZ LAJE

AVE

S 28°44'E
916.11

N 49° 51' E
579.05

S 49° 51' W
560.43

1.17 ACRES

N 43° 09' W
942.1

PTN. LOTS 39 & 40 FILLMORE TR
C/57



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



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE

66 N. FIRST STREET

TELEPHONE CYPRESS 2-4212

SAN JOSE 13, CALIFORNIA

DATE OCT. 29, 1962

APPLICATION NO. 240593

ESCROW OFFICER RPF:DW

CITY OF SAN JOSE
DEPARTMENT OF PUBLIC WORKS
20 WEST ROSA STREET
SAN JOSE, CALIF.

AMT.
ENCLOSED \$ _____

PLEASE ENCLOSE THIS STUB WITH YOUR REMITTANCE

HOME MUTUAL SAVINGS AND LOAN ASS'N, LOTS 67, 68, 69 FILLMORE TRACT

REPORT

COPY TO SHAW
197 11 28
CALL OR WRITE NOW
SECRETARY

\$52.50

- REPORTS •
- L LITIGATION
 - N NAME RUN
 - P PRELIMINARY
 - C CHATTEL MORTGAGE
 - F FORECLOSURE



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

November 2, 1962

IMPORTANT

When replying refer to
Our No. **240593**

- Department of Public Works
- 20 West Rosa Street
- San Jose, California

Hillview Airport

Your No.

Fee: \$52.50

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962

at 7:30 a.m.

B.M. BLANCHARD

Title Officer

Vestee: **HOME MUTUAL SAVINGS AND LOAN ASSOCIATION,**
a corporation

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Sale to the State of California on June 29, 1962 on account of non-payment of both installments of County and City Taxes for the fiscal year 1961-62. Assessment Number 489-15-12. Code Number 43-81. The amount necessary to redeem this sale on or before September 28, 1962 according to estimate furnished by County Tax Collector is \$482.79. (Affects Parcel 1)
- Third:** Sale to the State of California on June 29, 1962 on account of non-payment of both installments of County and City Taxes for the fiscal year 1961-62. Assessment Number 489-15-13. Code Number 43-81. The amount necessary to redeem this sale on or before September 28, 1962 according to estimate furnished by County Tax Collector is \$671.61. (Affects Parcel 2)
- Fourth:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Swift Lane and Swift Avenue.
- Fifth:** Easement for electrical transmission line (and for telegraph and telephone line connected therewith) across Lot 69 herein described, granted to Pacific Gas and Electric Company, a corporation, by instrument dated November 3, 1927 and recorded November 14, 1927 in Book 358 Official Records, page 317, said line to be constructed on towers along a line which crosses said lot as follows:

Beginning at a point in the Northwesterly boundary line of said

In addition to any exceptions shown herein, and not cleared, the policy, if issued, will contain stipulations and also exceptions as to matters outside its coverage which are required by the particular form.

Lot 69 (marked by a fence now upon the ground) from which a 2" x 3" stake marking the intersection of the Northwesterly boundary line of said Lot 69 with the Southwesterly boundary line of Swift Avenue, bears North 49° 47' East 88 feet distant and running thence South 39° 20' East 355.8 feet; thence South 35° 33 1/2' East 620 feet, more or less, to a point in the Northeasterly boundary line of said Lot 69. (Affects Parcel 1)

Sixth: Right to suspend, maintain and use such wires and crossarms as second parties shall from time to time in its discretion deem to be reasonably required for transmitting, distributing by Pacific Gas of Electric energy and for rendering by Pacific Telephone of Telephone and Telegraph Service, respectively, together with a right of way therefor, over, and across those certain strips of land situate in the County of Santa Clara, State of California, which are described as follows:

1. A strip of land of the uniform width of 4 feet lying contiguous to and Southwesterly of the Northeasterly boundary line of Lot 69 and extending from the Northwesterly boundary line of Lot 69, Southeasterly 630 feet, as said Lot is delineated and so designated upon that certain Map of Fillmore Tract, recorded in Book C of Maps, page 57, records of said Santa Clara County.
2. A strip of land of the uniform width of 10 feet extending from the Northeasterly boundary line of said Lot 69 Southeasterly to the Northwesterly boundary line of the County Road known as Swift Avenue, extending along the Southeasterly boundary line of said Lot 69, and lying equally on each side of that certain line which begins at a point in the Northwesterly boundary line of said Swift Avenue, distant thereon 25.5 feet Southwesterly from the intersection thereof with the Northeasterly boundary line of said Lot 69, and runs thence North 20° 07' West 170 feet, more or less, to a point in the Northeasterly boundary line of said Lot 69. No Poles are to be erected hereunder, (Affects Parcel 1)

as granted to Pacific Gas and Electric Company and The Pacific Telephone and Telegraph Company, California corporations, by instrument dated August 22, 1946 and recorded October 23, 1946 in Book 1384 Official Records, page 272.

Note 1: The effect of the Map filed in the office of the County Recorder of Santa Clara, on September 18, 1952 in Book 2 of Official Plan Lines, pages 4 and 5 under City Ordinance No. 84 whereon a building line is shown 15 feet Northwesterly of the existing Northwesterly line of Swift Lane, 50 feet wide.

Note 2: This Report includes an examination of the Municipal Records of the City of San Jose as to Taxes, Assessments and/or Bonds.

Note 3: The above Vestee acquired title to premises by virtue of the following:

(a) Deed from Guardian Capital Company, a corporation, to Home Mutual Savings and Loan Association, a corporation, dated December 19, 1961 and recorded December 21, 1961 in Book 5407 Official Records, page 665, (Recorder's Serial Number 2113123), and to which Deed no Revenue Stamps were affixed thereto. (Affects Parcel 1)

(b) Deed from City Title Insurance Company, a corporation, to Home Mutual Savings and Loan Association, a corporation, dated December 19, 1961 and recorded December 21, 1961 in Book 5407 Official Records, page 666, (Recorder's Serial Number 2113124), and to which Deed there were affixed Revenue Stamps in the sum of \$26.80. (Affects Parcel 2)

Note 4: The assessed valuations of premises for County and City Taxes for the fiscal year 1962-63 are as follows:

Assessment Number 489-15-12. Code Number 43-81. (Affects Parcel 1)

Assessed value Real Estate	\$10,150.00
Assessed value Improvement	NONE
Assessed value Personal Property	NONE

Assessment Number 489-15-13. Code Number 43-81. (Affects Parcel 2)

Assessed value Real Estate	\$14,140.00
Assessed value Improvement	NONE
Assessed value Personal Property	NONE

The Address of the above Vestee as disclosed by the County Tax Rolls for the fiscal year 1962-63 is Home Mutual Savings & Loan Association, P. O. Box 850, San Jose, California.

24,190

DESCRIPTION

For Description of the real property referred to herein,
see EXHIBIT A, attached hereto and made a part hereof.

RPF:ko

5 copies to Department of Public Works - Attn: Mr. Besson

EXHIBIT A

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

PARCEL ONE

ALL OF LOT 69, and the Northeasterly 170 feet of Lot 68, measured at right angles to the Northeasterly line thereof, as said Lots are shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Book "C" of Maps, page 57.

PARCEL TWO

ALL OF LOTS 68 and 69, and portion of Lots 66 and 67, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "c" of Maps, page 57 and more particularly described as follows:

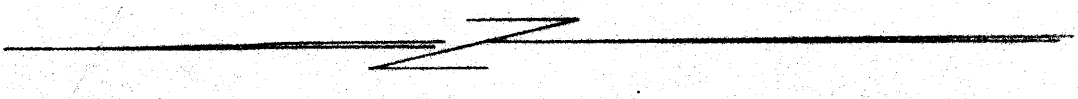
BEGINNING at a point in the center line of Swift Lane at the Easternmost corner of that certain parcel of land described in the Deed from Clem Mercier, et ux, to Arthur L. Wickersham, et ux, dated January 13, 1949 and recorded January 21, 1949 in Book 1735 of Official Records, page 286, Santa Clara County Records; running thence North 50° East along the said center line of Swift Lane, 698.65 feet to the Easternmost corner of Lot 69, as said Lot is shown upon the Map above referred to; running thence North $28^{\circ} 44'$ West along the Northeasterly line of said Lot 69 for a distance of 1464.54 feet to the Northernmost corner thereof; running thence South $49^{\circ} 51'$ West along the Northwesternly line of Lots 69, 68, 67 and 66 of said Subdivision 1282.19 feet to the Northernmost corner of that certain 5.00 acre tract of land described in the Deed from Cecil Reid, et ux, to Reid's Hillview Airport, Inc., a corporation, dated January 27, 1942 and recorded February 16, 1942 in Book 1084 of Official Records, page 138, Santa Clara County Records; thence running South $40^{\circ} 09'$ East along the Northeasterly line of the said 5.00 acre tract, 1178.58 feet to the Westernmost corner of that certain parcel of land described in the Deed from Clem Mercier, et ux, to William R. Carroll, et ux, dated August 20, 1947 and recorded August 29, 1947 in Book 1500 Official Records, page 568, Santa Clara County Records; running thence North 50° East along the Northwesternly line of the land so described in the Deed to said Carroll, et ux, 74.07 feet to the Northernmost corner thereof; running thence South $40^{\circ} 09'$ East along the Northeasterly line of

the land so described in the Deed to said Carroll, et ux, 37.16 feet to the intersection thereof with the prolongation Southwesterly of the Northwesterly line of the land so described in the Deed to said Wickersham, et ux; running thence North 50° East along said prolonged line and along the Northwesterly line of the land so described in the Deed to said Wickersham, 217.42 feet to the Northernmost corner thereof; running thence South 40° 09' East along the Northeasterly line of the land so described in the Deed to said Wickersham, 217.52 feet to the point of beginning.

EXCEPTING THEREFROM that portion as granted by City Title Insurance Company, a California corporation, to Pioneer Investors Savings and Loan Association, a corporation, by Deed dated February 17, 1961 and recorded February 20, 1961 in Book 5078 Official Records, page 198, and more particularly described as follows:

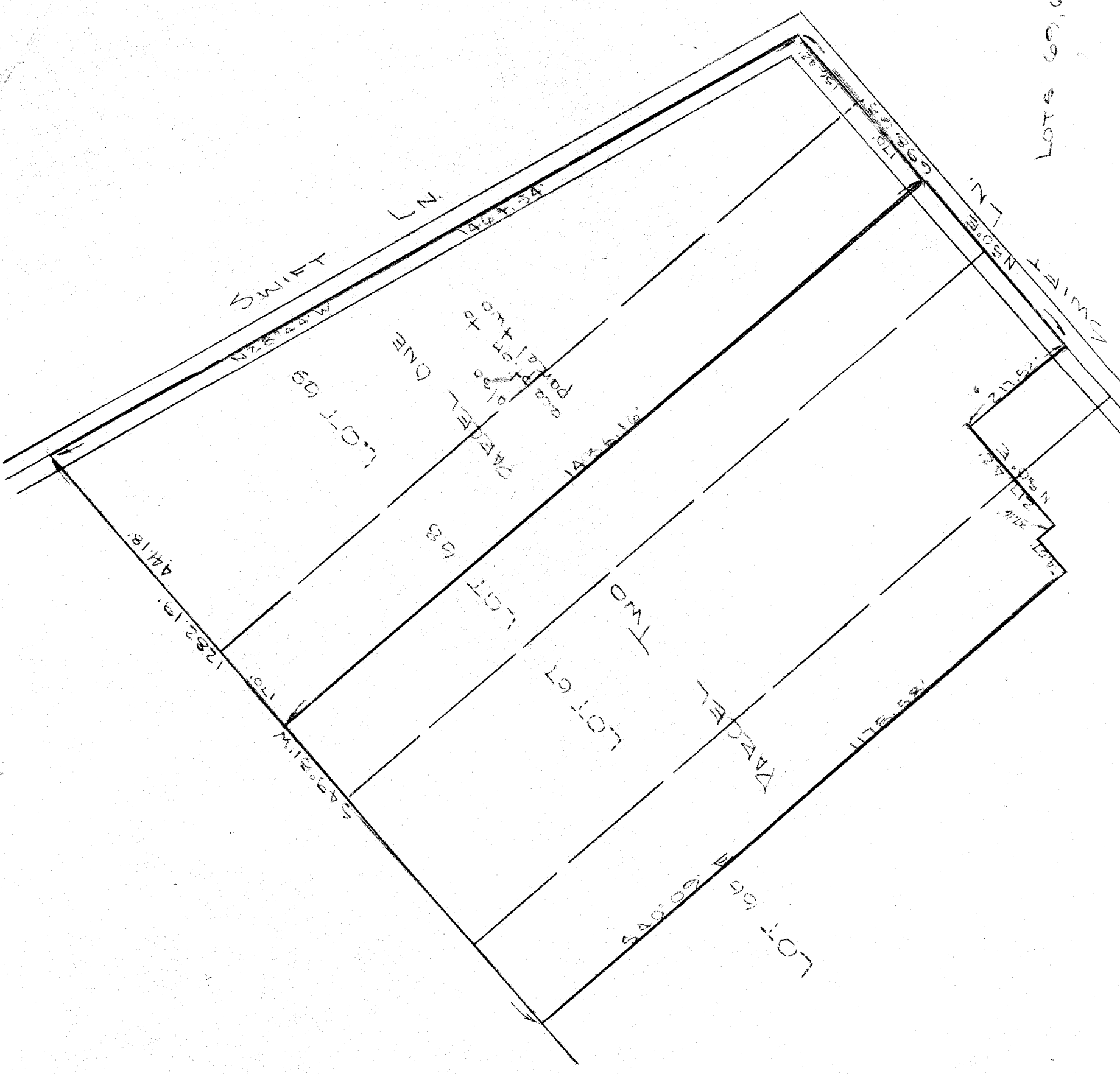
ALL OF LOT 69, and the Northeasterly 170 feet of Lot 68, measured at right angles to the Northeasterly line thereof, as said Lots are shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California in Book C of Maps, page 57.

240593
8957



SCALE 1"=200'

gpd



LOTS 69, 68 & PTN. LOTS 67, 66

county of santa clara

S.D. 2



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: February 21, 1964

FOR: BOARD OF SUPERVISORS AGENDA OF March 2, 19 64

FROM: Hodge, Right of Way Division, Public Works

TITLE: Agreement for Purchase of Real Property Required for Reid Hillview Airport

DESCRIPTION:

Parcel No. 3511-14-18 Wm. J. Crutcher, et ux; \$8,000.00; suit previously filed; located on Swift Lane southeasterly of Cunningham Avenue, entire taking of vacant land comprising 1.17 net acres excluding portion in roadway. \$7,000.00 per acre (0.16 per sq. ft.) for unencumbered fee and $\frac{1}{2}$ fee value for P. G. & E. Company tower line easement area.
Zoning: R-1

AGENDA DATA

DATE: 3-2-64

ITEM NO: 7c

BOARD ACTION Auth.

APPROVED:

JAMES T. POTT, COUNTY ENGINEER

RIGHT OF WAY DATA SHEET

Grantor: W. J. Crutcher, et ux Project: Reid Hillview Parcel No.: 3511-14-18
 Property Address Swift Lane, S E'ly of Cunningham Avenue Entire Area:
 Mailing Address: 1/2 R. J. Wylie, Atty.-at-Law 50,965 sq. ft. 1.17 ac
1299 N. First St., San Jose
 Telephone: 298-4606 Part Required:
 Jurisdiction: San Jose sq. ft. All ac
 Remainder:
 sq. ft. None ac

Unit Land Cost:	\$0.16 (fee)	Appraisal	O.P.	
Sq. Ft.:	\$ 0.08 (encumbered)	<u>19 62</u>	Deposit	Settlement
Acre:	\$ 7,000.00 (fee)	\$8,000.00 Land		\$8,000.00
	\$ 3,500.00 (encumbered)	\$2,000.00 Imps.*		

Improvements: 1.17 ac. net area outside road 0.00
 Damages: 0.09 ac. P.G. & E. easement
 Benefits: 1.08 ac. unencumbered fee
 Other Consideration

Total Consideration: \$10,000.00 \$8,000.00
 Cash to Grantor: \$8,000.00

1. Removal of Imps. by Grantor
 2. Const. Contract Items
 3. Rentals
 4. Withheld Funds
 5. Excess Lands
 6. Continued Occupancy
 7.* Settlement Justification
 8.* Title Exceptions
 9..

Title Co.: Title Ins. & Trust Co.
 No.: 240596 Date: 6-3-63
 Grantor Acquired: 5-9-63
 I.R.S. \$ 11.55
 Appraised by: H. Samuelson
 Date: Jan., 1962
 Type of Title: Fee
 Zoning: R-1
 Access Rights: ---
 Suit Filed: 8-26-63
 O.P.: No.

Agreements: _____
 Resolutions: _____
 Deeds: In R/W File Maps: Display
 R/W Agent: Justin F. Mitchell
 Dep. Co. Counsel: R. Harrison

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
--------------	--------------	-----	-----------

Improvements:
 * At time of appraisal the property was improved with a 5-room wood frame residence and old storage shed. The above allowance was made by the appraiser on the basis of their use for basic shelter. The improvements were progressively vandalized over the past several years and finally demolished and removed prior to our reaching agreement with owners.

8. Title
 Clear:
 Exc. 1. Taxes prorated close of escrow.
 Subject to:
 Exc. 2 & 3. Public rights in Swift Avenue.
 Exc. 4 & 5. P. G. & E. tower line easements.

7.- Settlement Justification
 Settlement was based on the appraisal, but, as noted above, the improvements existing at time of appraisal had been removed. Therefore their appraised value was deducted, and vacant land only is herein being acquired.

E. D. Hodge
 Approval

f.m.
 2-18-64

To County Counsel:
 Agenda : 3/2/64 Item #

RIGHT of WAY -

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Public Works Department of Santa Clara County up to 12 o'clock noon July 22, 1963, at the office of Property Management Division located in Room 107, 20 West Hedding Street, San Jose for the demolition and removal of all improvements on 8 sites located on Cunningham Avenue and Swift Lane (signs posted on property).

1. (Bondesen) dwelling, garage and accessory buildings, known as Rt. 7, Box 191.
2. (Garcia) dwelling, garage and fences, known as Rt. 7, Box 1931.
3. (Carlos Cotariana) dwelling next East of #2.
4. (Norberto Castro) 1st South of Torres on Swift Lane, dwelling.
5. (Moses Chavez) small dwelling in rear under P.G. & E. highline.
6. (Castenada) property on Swift Lane dwelling, next South of #5.
7. (Mosqueda) property dwelling and foundation for second structure next South of #6.
8. (Munoz) property, 2 dwellings and several small accessory structures, 2nd lot South of #7.

Corresponding Signs posted on each site.

THE SUCCESSFUL BIDDER MUST BE PREPARED TO:

1. Furnish the County proof of having the necessary State (C-21) and City licenses for engaging in this type of operation.
2. Furnish the County with a Faithful Performance Bond in the amount of \$3,000. guaranteeing the satisfactory completion of this work within the specified time.
3. Secure all necessary permits and comply with all local fire and safety regulations.
4. Furnish the County with a certificate of liability insurance in the amount of \$100,000. per each person and \$300,000. each occurrence and \$100,000. property damage, naming Santa Clara County as additional insured.
5. Hold the County harmless from any and all claims arising out of this operation.
6. Completely demolish and remove all resultant debris including concrete foundation and private walks if any, all fences except bordering public right of way, and fill any basements or excavations or depressions 12" or over in depth.
7. Complete entire operation within 15 calendar days of date of signing of contract to:

County of Santa Clara
Department of Public Works
Property Management Division
20 West Hedding Street, Rm. 107
San Jose 10, California

Gentlemen:

I have read and understand the terms of the foregoing notice to Bidders and hereby submit a bid in the amount of \$ _____.

Signed: _____

Dated: _____

License No. _____

Witness: _____

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Reid-Hillview Parcel No.: 3511-14-18
 Grantor: W. J. Crutcher Telephone: 258-2796 Entire Area: _____
 Property Address: W. side Swift Ave., E. side of 50,794 + sq. ft. or 1.17 + ac
 Mailing Address: 2390 Madden Avenue airport Part Required: _____
 Jurisdiction: San Jose S.J. sq. ft. or 1.17 ac
 Remainder: None ac

Unit Land Cost:	Budget	Appraisal	O.I.P.
Sq. Ft.: \$ <u>0.13 ±</u>	196	196	Deposit Settlement
Acre: \$ <u>6,000</u>			
Land Acquired:		\$7,020	
Sq. Ft.: <u>50,794 ±</u>			
Acre: <u>1.17 ±</u>			

Improvements: (See Description below)

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$7,020

Project Budget Data

Total Authorized:	Cash Payment in this Contract:
Balance after this Acquisition:	% Obligated to Date:
Current Indicated Budget Status - Budget Excess:	Budget Deficit:

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
- 10.
- 11.
- 12.

<u>Description of Improvement Acquired</u>			
No. of Rooms	Area Sq. Ft.	Age	Condition
(Improvements have only salvage value)			
1. Residence			
5	870	10 (est.)	Fair to poor
2. Shed			
1	315		

Property was transferred a few days after owner received county's offer of \$7,000. The "new" owner says he has \$11,000 in the property and would not consider taking any less.

Title Co.: Title Insurance & Trust
 # 240596 Date: Aug. 27, '62
 Grantor Acquired Date: Aug. 23, 1962
 I.R.S. \$2,20
 Appraised by: Clevenger, Samuelson & Staff
 Date: Nov. 61 June 62 & Jan. 63
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: _____
 O.I.P. : _____
 Agreements: _____
 Resolutions: _____
 Deeds: _____ Maps: _____
 Negotiating Agent: McCready (Doyle)
 Dep. County Counsel: Harrison

Approval _____
 To County Counsel:
 Agenda: _____ Item# _____

RIGHT OF WAY OR PROPERTY DATA SHEET
FEE TITLE FULL TAKE

To: _____ Project: **Airport Expansion** Parcel No.: **240589**
 Grantor: **Machado, J.** Telephone: **CY 7-1165** Entire Area: **20± ac**
 Property Address: **Cunningham Ave. S.J.** **871,200** sq. ft. or **20± ac**
 Mailing Address: **1110 N. First St. S.J.** Part Required: _____
 Jurisdiction: **County of Santa Clara** **871,200±** sq. ft. or **20± ac**
 Remainder: **0** **0** ac

Cunningham Ave. underlying

Unit Land Cost:	Fee	Budget	Appraisal	O.I.P.	
Sq. Ft.: \$ 0.14±	\$00.01±	196	196	Deposit	Settlement
Acre: \$ 6,000	\$70±				
Land Acquired:	(Cumm. Ave.)				
Sq. Ft.: 851,380±	19,820±		\$117,270		
Acre: 19,545±	0.455±		Nominal 30		

Improvements: **Interim Value** **1,200**

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: **\$118,500**

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: _____
 Balance after this Acquisition: _____ % Obligated to Date: _____
 Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
- 10.
- 11.
- 12.

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
--------------	--------------	-----	-----------

This property vests in the name of **Julia Machado**. Mrs. Machado's husband, **Attorney John Machado** is representing her in this matter.

Mr. Machado refused to accept an offer of settlement of \$118,500. He declined to commit himself as to what would be satisfactory terms of settlement.

As a matter of fact, Mr. Machado stated "The property is not for sale."

Title Co.: **Title Ins. & Trust.**
 # **240589** Date: **Dec. 13, 62**
 Grantor Acquired Date: **Oct. 24, 1960**
 I.R.S. # **58.85** i.e. **\$53,500**
 Appraised by: **Gillam**
 Date: **Dec. 1962**
 Type of Title: **Fee**
 Zoning: **Potential Residential**
 Access Rights: **Does not apply**
 Suit Filed: _____
 O.I.P. : _____
 Agreements: _____
 Resolutions: _____
 Deeds: _____ Maps: _____
 Negotiating Agent: **McCreedy**
 Dep. County Counsel: **Sturges**

Adopted Resol.

1-14-63

*ITEM No 33
ENC No 34*

Approval

To County Counsel:
Agenda: *1/21/63* Item#

OFFICE OF THE COUNTY COUNSEL

COUNTY OF SANTA CLARA

Date: **June 16, 1964**

TO: Clerk of Board of Supervisors

FROM: County Counsel

SUBJECT: Property Acquisition

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

Project: **Reid-Hillview Airport**

Parcel No.: **3511-14-18**

Grantor: **William J. Crutcher, et ux.**

Deed Recorded: Date: **4-10-64**
Book: **6459**
Page: **312**

Tax cancellation forms have been forwarded to Assessor's Office (4-14-64).

SPENCER M. WILLIAMS
County Counsel

By **/s/ Richard S. Harrison**
Deputy County Counsel

cw

Copies:

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

March 27, 1964

Mr. Richard J. Wylie
Attorney at Law
1299 North First Street
San Jose, California

Subject: Reid Hillview Airport - 3511-14-18 (Crutcher)

Dear Mr. Wylie:

In answer to your letter of March 23 concerning the above-referenced matter, I have checked with the title company handling the escrow and the Escrow Officer tells me that they are waiting for tax proration information.

It appears quite likely the escrow should close no later than the middle of next week.

Very truly yours,

JUSTIN F. MITCHELL
Right of Way Agent

JFM:o's

COPY

MORGAN, BEAUZAY & HOLMES

ROBERT MORGAN
VICTOR H. BEAUZAY
PETER R. HOLMES
RICHARD J. WYLIE
CLARENCE J. FERRARI, JR.
GEORGE R. HUTCHINSON
DAVID W. LEAHY
LAWRENCE G. BLUNT
DAVID W. STERNBERG
HARLIN J. PERRYMAN
RALPH J. STEINBERG
PHILIP L. HAMMER

ATTORNEYS AT LAW
1299 NORTH FIRST STREET
SAN JOSE, CALIFORNIA 95112

CABLE ADDRESS "TRIAL"
TELEPHONE 298-4606
AREA CODE 408

March 23, 1964

Department of Public Works
20 West Hedding Street
San Jose, California

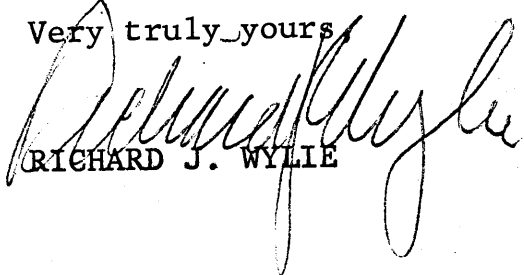
Attention: Justin F. Mitchell, Right-of-way Agent

Re: Reid Hillview Airport - 3511-14-18
(Crutcher)

Gentlemen:

Please advise the undersigned at your earliest convenience as to when you anticipate escrow will close and payment will be made for the above acquisition.

Very truly yours


RICHARD J. WYLIE

RJW:gs

cc: Mr. & Mrs. Wm. Crutcher

county of sant clara



COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

March 17, 1964

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Title Insurance & Trust Company
66 North First Street
San Jose, California

Re: Escrow No. 240596 - Reid-Hillview
William J. Crutcher, et ux., Owners
Parcel No. 3511-14-18

Gentlemen:

This letter and the enclosed purchase agreement will constitute your escrow instructions in connection with the above purchase.

1. You are authorized and instructed to receive into escrow the enclosed warrant in the sum of \$8,000.00.
2. We are enclosing an executed grant deed from owners having a property description corresponding to that used in the purchase agreement. A certificate of acceptance of deed is also enclosed. Upon receipt of said deed you are instructed to issue a title insurance policy in favor of the County of Santa Clara insuring title free and clear of all liens and encumbrances. Purchaser will, however, take subject to items number two, three, four and five of your title report number 240596 dated June 3, 1963. Title shall be insured in the amount of the purchase price. A rental letter is also enclosed.
3. Taxes will be prorated as of the close of escrow in accordance with provision number five of the purchase agreement.
4. Purchaser will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way Section.

COPY

Title Insurance & Trust Company
March 17, 1964
Page 2

5. You are further instructed that no revenue stamps are to be issued.

6. Upon close of escrow please forward the recorded deed and title insurance policy to the office of the County Counsel for inspection and approval.

7. Kindly notify me by telephone on the day escrow closes of the Recorder's serial number on the deed so that we may immediately process the tax cancellation.

Yours very truly,

SPENCER M. WILLIAMS
County Counsel

By
Richard S. Harrison
Deputy County Counsel

RSH:cw

encl: Warrant
Purchase Agreement
Grant Deed
Certificate of Acceptance

cc: Department of Public Works
Right of Way Section

March 5, 1964

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Hedding Street
San Jose, California

Subject: Reid Hillview - 3511-14-18
Crutcher - TI 240596

Dear Mr. Williams:

Attached are the following papers:

- (x) Deed
- (x) Certificate of Acceptance
- (x) Rental Letter
- ()

Please process these papers in accordance
with standard procedure.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:GHM:o's

Reid Hillview
Parcel 3511-14-18
Crutcher

Mr. Frank E. Thomas
Property & Record Analyst
Department of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Dear Sir:

The property located at Swift Lane, Reid Hillview
is now vested in the County of Santa Clara.

This property is tenant occupied and the next
rental payment due to the County is payable on

This property is owner occupied and the next
rental payment due to the County is payable on
Property is vacant. No rentals involved.

Very truly yours,

Escrow Officer

cc: Right of Way Department

LAW OFFICES

Morgan, Beauzay & Holmes

ROBERT MORGAN
VICTOR H. BEAUZAY
PETER R. HOLMES
RICHARD J. WYLIE
GEORGE R. HUTCHINSON
CLARENCE J. FERRARI, JR.
LAWRENCE G. BLUNT
HARLIN J. PERRYMAN
ARTHUR WELLS, JR.

PLEASE REPLY TO
1299 NORTH FIRST STREET
SAN JOSE, CALIFORNIA 95112
TELEPHONE 298-4606
CABLE ADDRESS — TRIAL

February 10, 1964

Department of Public Works
20 West Hedding Street
San Jose, California

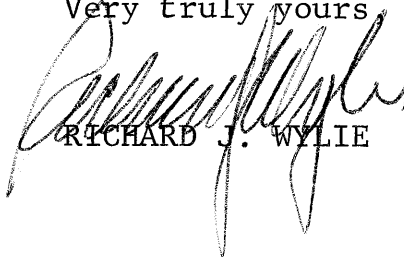
Attention: Justin F. Mitchell, Right of Way Agent

Re: Reid Hillview Airport - 3511-14-18
(Crutcher)

Gentlemen:

Enclosed pursuant to your request you will find the executed Grant Deed and purchase agreements. Please forward your draft upon approval and make same payable to William J. Crutcher, Florence O. Crutcher and Morgan, Beauzay & Holmes, their attorneys.

Very truly yours



RICHARD J. WYLIE

RJW:gs

Encls.

January 23, 1964

Mr. Richard Wylie
Attorney at Law
1299 North First Street
San Jose, California

Subject: Reid Hillview Airport - 3511-14-18
(Crutcher)

Dear Sir:

Pursuant to our telephone conversation of January 21, I am submitting three copies of a Purchase Agreement and Grant Deed covering the Wm. J. Crutcher property on Swift Lane, San Jose.

If the Agreement as proposed meets with your approval and is acceptable to your client, please have all three copies of the Agreement and the Grant Deed executed and I will then pick them up for presentation to the Board of Supervisors. The Grant Deed should be acknowledged, the Agreements need not be.

Thank you for your cooperation in this matter.

Very truly yours,

JUSTIN F. MITCHELL
Right of Way Agent

JFM:o's

Enclosures

COPY

PROOF OF SERVICE

I am and was at the time of the service of the summons
complaint and lis pendens attached hereto, a citizen of
the United States, over the age of eighteen years, and not a party
to the within entitled action.

I personally served the attached summons,
complaint and lis pendens
on the herein named defendant ____, whom deponent knew to be the
person__ named in the said documents by
delivering to and leaving with _____ said defendant__
personally, at the place hereinafter set forth in the State of
California, County of Santa Clara, and at the time set
opposite her respective name__, a copy of said _____
attached to a copy of the complaint referred to in said summons.

Name of Defendants Served	Place Where Served	Date of Service
<u>Florence O. Crutcher</u>	<u>San Jose</u>	<u>10-17-63</u>

I declare under penalty of perjury that the foregoing is
true and correct. Executed on November 11, 1963, at _____
San Jose, California.

Philip J. Cronin

July 10, 1963

Mr. Spencer M. Williams
County Counsel
County of Santa Clara
70 West Ross Street
San Jose, California

Subject: Reid-Millview Airport - Project No. 3511

Dear Mr. Williams:

Transmitted herewith are requests for condemnation concerning the Reid-Millview Airport expansion on the following properties:

<u>Vestee</u>	<u>Parcel Numbers</u>
Cadalbert	3511-14-5
Lujan	3511-14-8
Tebares	3511-14-12
Torres	3511-14-13
Crutcher	3511-14-18
Di Salvo	3511-14-20, 21, 22
Mercier (Parales)	3511-15-2
Home Mutual S. & L. (Guardian Capital Co.)	3511-15-12, 13

The following documents are enclosed:

1. Suit Data Sheet-original and 2 copies
2. Property Data Sheet-original and 5 copies each
3. Updated Title Reports-1 each parcel
4. Descriptions-refer to title report (every parcel is a full take)
5. Property Plats -refer to title report (every parcel is a full take)
6. Termini Map- 10 (each parcel is colored where condemnation is being requested)

Mr. Spencer M. Williams

Page 2

July 10, 1963

All utility relocations are to be handled by Engineering. There are no other known off-record interests.

Upon completing the necessary proceedings for filing requested condemnation action, please return a completed copy of the enclosed ^{data} sheet for our right of way file.

Please advise if any further documents or other information is needed.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

EDH:WRE:0js

Enclosures

I.R.S.

Grant Deed Individual

WM. J. CRUTCHER and FLORENCE O. CRUTCHER,
his wife,

the first parties, herby GRANT TO the

COUNTY OF SANTA CLARA,
STATE OF CALIFORNIA

the second party all that real property situated in the
City of San Jose

County of Santa Clara, State of California, described as follows:

2608203
BOOK 6459 PAGE 312

Abstract of
Title Insurance Trust Company
APR 10 1964 4:50 AM
SANTA CLARA COUNTY RECORDS

JH

Above space for Recorder

BEGINNING at a point on the center line of Swift Avenue, 60 feet wide, distant thereon South 23° 44' East 663.89 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, said point of beginning also being the most Easterly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Pedro A. Gutierrez, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 223; thence along the center line of Swift Avenue, South 23° 44' East 90.11 feet to the most Northerly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Frank Cabrera, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in book 1589 of Official Records, page 303; thence leaving the center line of Swift Avenue and running along the Northwesterly line of said 1.17 acre tract of land so conveyed to Cabrera, South 49° 51' West 560.43 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of Lot 39, as shown upon the Map hereinafter referred to; thence along the Southwesterly line of said Lot 39, North 40° 09' West 94.21 feet to an iron pipe set at the most Southerly corner of said 1.17 acre tract of land conveyed to Gutierrez; thence along the Southeasterly line of said 1.17 acre tract, North 49° 51' East 579.05 feet to the point of beginning and being a portion of Lots 39 and 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57.

WITNESS OUR hand this Seventh day of February, 1964

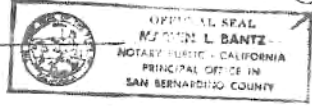
Wm. J. Crutcher
WM. J. CRUTCHER
Florence O. Crutcher
FLORENCE O. CRUTCHER

FL

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On this 7th day of February, 1964, before me, Marvin L. Bantz
a Notary Public in and for said County and State, personally appeared Wm. J. Crutcher and Florence O. Crutcher

he the person whose name are subscribed to the foregoing instrument, and acknowledged to me that they known to me to executed the same



Marvin L. Bantz
Notary Public

My Commission Expires Oct. 17, 1967

2608203 APR 10 1964

Reid Hillview
Crutcher
3511-14-18
TI 240596

CERTIFICATE OF ACCEPTANCE
(GOVERNMENT CODE SECTION 27281)

BOOK 6459 PAGE 313

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 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 5th day of March 196 4.

By: James J. Hill
Acting Director of Public Works
County of Santa Clara

JRK:o's

2606303AFR1064

county of santa clara

S.D. 2



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: February 21, 1964

FOR: BOARD OF SUPERVISORS AGENDA OF March 2, 19 64

FROM: Hodge, Right of Way Division, Public Works

TITLE: Agreement for Purchase of Real Property Required for Reid Hillview Airport

DESCRIPTION:

Parcel No. 3511-14-18 Wm. J. Crutcher, et ux; \$8,000.00; suit previously filed; located on Swift Lane southeasterly of Cunningham Avenue, entire taking of vacant land comprising 1.17 net acres excluding portion in roadway. \$7,000.00 per acre (0.16 per sq. ft.) for unencumbered fee and $\frac{1}{2}$ fee value for P. G. & E. Company tower line easement area.
Zoning: R-1

AGENDA DATA

DATE: _____

ITEM NO: _____

BOARD ACTION _____

APPROVED: _____
JAMES T. POTT, COUNTY ENGINEER

Board of Supervisors _____
County Counsel _____
Owner _____
Title Company _____
Controller _____
Public Works /

S. D. No. 2
Project: Reid Hillview Airport
Parcel No.: 3511-14-18
Grantor: Wm. J. Crutcher, et ux

AGREEMENT FOR PURCHASE OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Wm. J. Crutcher and Florence O Crutcher,

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 Thousand Dollars----- (\$8,000.00-----).

3. The Owner agrees to execute a grant deed and to convey fee title to said property free and clear of all liens and encumbrances, except exceptions 2, 3, 4 & 5 of Title Insurance & Trust preliminary report #240596 dated June 3, 1963

and agrees that said deed will be deposited with the _____
& Trust
Title Insurance Company in escrow account number 240596 not later than 20 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. Said escrow costs shall not, however, include usual and customary reconveyance fees, trustee's fees, forwarding fees, or penalty (if any) for payment in full in advance of maturity 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.

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 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.~~ **approval of this agreement by County.**

11. Lease Warranty

The Owner warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Owner further agrees to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of the Owner's for a period exceeding one month.

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 _____, 19 ____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this 7th day of February,
19 64.

J

Wm. J. Crutcher

F

Florence O. Crutcher

Owner

Address J. R. Wylie, Attorney

1299 North First Street
San Jose

APPROVED AS TO FORM:

SPENCER M. WILLIAMS, County Counsel

By Spencer M. Williams
Deputy County Counsel

4-5-63

EXHIBIT A

All that certain parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point on the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 663.89 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, said point of beginning also being the most Easterly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Pedro A. Gutierrez, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 223; thence along the center line of Swift Avenue, South 28° 44' East 96.11 feet to the most Northerly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Frank Cabrera, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 303; thence leaving the center line of Swift Avenue and running along the Northwesterly line of said 1.17 acre tract of land so conveyed to Cabrera, South 49° 51' West 560.43 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of Lot 39, as shown upon the Map hereinafter referred to; thence along the Southwesterly line of said Lot 39, North 40° 09' West 94.21 feet to an iron pipe set at the most Southerly corner of said 1.17 acre tract of land conveyed to Gutierrez; thence along the Southeasterly line of said 1.17 acre tract, North 49° 51' East 579.05 feet to the point of beginning and being a portion of Lots 39 and 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57.

RIGHT OF WAY DATA SHEET

Grantor: W. J. Crutcher, et ux Project: Reid Hillview Parcel No.: 3511-14-18
 Property Address Swift Lane, S Ely of Cunningham Avenue Entire Area:
 Mailing Address: W. J. Wylie, Atty.-at-law 50,965 sq. ft. 1.17 ac
1299 N. First St., San Jose
 Telephone: 203-4606 Part Required:
 Jurisdiction: San Jose sq. ft. All ac
 Remainder:
 sq. ft. None ac

Unit Land Cost:	\$0.16 (fee)	Appraisal	O.P. Deposit	Settlement
Sq. Ft.:	\$ 0.03 (encumbered)	19 62		
Acre:	\$ 7,000.00 (Fee)	\$8,000.00 Land		\$8,000.00
	\$ 3,500.00 (encumbered)	\$2,000.00 Imp.*		
Improvements:	1.17 ac. net area outside road			0.00
Damages:	0.02 ac. P.G. & E. easement			
Benefits:	1.03 ac. unencumbered fee			
Other Consideration				
Total Consideration:		\$10,000.00		\$8,000.00
		Cash to Grantor:		\$8,000.00

1. Removal of Imps. by Grantor
 2. Const. Contract Items
 3. Rentals
 4. Withheld Funds
 5. Excess Lands
 6. Continued Occupancy
 7.* Settlement Justification
 8.* Title Exceptions
 9.*

Title Co.: Title Ins. & Trust Co.
 No.: 240596 Date: 6-3-63
 Grantor Acquired: 5-9-63
 I.R.S. \$ 11.55
 Appraised by: H. Samuelson
 Date: Jan., 1962
 Type of Title: Fee
 Zoning: R-1
 Access Rights: ---
 Suit Filed: 3-26-63
 O.P.: No.

Agreements: _____
 Resolutions: _____
 Deeds: In R/W File Maps: Display
 R/W Agent: Justin P. Mitchell
 Dep. Co. Counsel: R. Harrison

Description of Improvement Acquired

No. of Rooms	Area Sq. Ft.	Age	Condition
<u>Improvements:</u>			
* At time of appraisal the property was improved with a 5-room wood frame residence and old storage shed. The above allowance was made by the appraiser on the basis of their use for basic shelter. The improvements were progressively vandalized over the past several years and finally demolished and removed prior to our reaching agreement with owners.			

8. Title
 Clear:
 Exc. 1. Taxes prorated close of escrow.
 Subject to:
 Exc. 2 & 3. Public rights in Swift Avenue.
 Exc. 4 & 5. P. G. & E. tower line easements.

7.- Settlement Justification
 Settlement was based on the appraisal, but, as noted above, the improvements existing at time of appraisal had been removed. Therefore their appraised value was deducted, and vacant land only is herein being acquired.

Approval
 To County Counsel:
 Agenda : 3/2/64 Item # _____
 382 (Replaces RC-11)

f.m.
 2-18-64

2 offered \$6,000²
4-63 Mr. Rothman came to the office. Stated that he would settle
500 based on the Mosqueda⁽¹⁴⁻¹⁷⁾ Settlement which he believed to be \$12,500
his Mosqueda was \$11,500 = \$4,500 Imps
9,000 land
11,500

his appraisal was \$7,000
less pink house 1,000 - to clear
\$6,000

Offered \$7,000 if he accepted now otherwise house will be -1000 or 6000
said no he will spend \$500 to fix up house which will add
05 to value. Told him to come back in 2 years. We may
use our minds when we need the property

3-63 offer is at 67000 per acre. Check location of power easement, P/C
17-63 actually offer is at \$7020⁰⁰.

Served Mrs Crutcher. Mr Crutcher will be back on
10-25-63. Mrs Crutcher expects County to ball them
out of a burn deal. (Assuming that there is
no collusion between Rothman and Crutcher).

6-25-63 Called Crutcher. Mr Crutcher has not returned.

10-28-63 Talked to Mrs Crutcher again. Mr Crutcher is
back but cannot see him until at least Thursday

10-30-63 Atty Richard Wylie now handling the
matter. Ph 298-4606

11-15-63 Called Atty Wylie. He has hired Larry Doyle
to make a preliminary appraisal. Contact
him in about a week

11-22-63 Called Wylie to see if Doyle had any information.
Larry is going to try and get this done before
he goes to the hospital. Told him to contact
Dick Harrison and get a delay in answering.

1 SPENCER M. WILLIAMS, County Counsel
2 RICHARD S. HARRISON, Deputy County Counsel
3 Room 507, County Administration Building
4 70 West Hedding Street
5 San Jose 10, California
6 Telephone: 299-2111

7 Attorneys for Plaintiff.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SANTA CLARA

10
11 COUNTY OF SANTA CLARA,)

12 Plaintiff,)

13 -vs-)

14 WILLIAM J. CRUTCHER; FLORENCE O.
15 CRUTCHER; DOE ONE; DOE TWO; DOE
16 THREE; DOE FOUR; DOE FIVE; DOE
17 SIX; DOE SEVEN; DOE EIGHT; DOE
18 NINE; DOE TEN; and all other
19 persons unknown claiming any
20 right, title or interest in and
21 to the real property described
22 in the Complaint,)

23 Defendants.)

NO. 148901

S U M M O N S

1 YOU AND EACH OF YOU ARE HEREBY DIRECTED to appear and answer
2 the Complaint of plaintiff above named in the above-entitled action,
3 brought against you by the above-named plaintiff in the Superior
4 Court of the State of California, in and for the County of Santa
5 Clara, within ten (10) days after service upon you of this Summons
6 if served within said County, or within thirty (30) days if served
7 elsewhere.

8 This proceeding is brought to condemn fee title in the real
9 property situate in the County of Santa Clara, State of California,
10 hereinafter more particularly described in "Exhibit A", attached
11 hereto and made a part hereof by reference, for a public use, to
12 wit: a county airport.

13 AND YOU ARE HEREBY NOTIFIED to appear and show cause, if any
14 you have, why the said real property should not be condemned as
15 prayed for in the said Complaint, and unless you appear and answer
16 said Complaint as above directed and required, the said plaintiff,
17 County of Santa Clara, will apply to the said court for the relief
18 demanded and prayed for in the said Complaint.

19
20 GIVEN under my hand and the Seal of
21 the Superior Court of the State of
22 California, in and for the County
23 of Santa Clara, AUG 28 1967.

24 PAUL R. TEILH, Clerk

(SEAL)

25 By D. H. SWANSON
26 Deputy Clerk.

EXHIBIT A

All that certain parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEGINNING at a point on the center line of Swift Avenue, 60 feet wide, distant thereon South $28^{\circ} 44'$ East 663.89 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, said point of beginning also being the most Easterly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Pedro A. Gutierrez, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 223; thence along the center line of Swift Avenue, South $28^{\circ} 44'$ East 96.11 feet to the most Northerly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Frank Cabrera, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 303; thence leaving the center line of Swift Avenue and running along the Northwesterly line of said 1.17 acre tract of land so conveyed to Cabrera, South $49^{\circ} 51'$ West 560.43 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of Lot 39, as shown upon the Map hereinafter referred to; thence along the Southwesterly line of said Lot 39, North $40^{\circ} 09'$ West 94.21 feet to an iron pipe set at the most Southerly corner of said 1.17 acre tract of land conveyed to Gutierrez; thence along the Southeasterly line of said 1.17 acre tract, North $49^{\circ} 51'$ East 579.05 feet to the point of beginning and being a portion of Lots 39 and 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57.

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SPENCER M. WILLIAMS, County Counsel
RICHARD S. HARRISON, Deputy County Counsel
Room 507, County Administration Building
70 West Hedding Street
San Jose 10, California
Telephone: 299-2111

(ENDORSED)
FILED
AUG 26 1963
PAUL R. TEILH, Clerk
BY D. H. SWANSON
DEPUTY

Attorneys for Plaintiff.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

COUNTY OF SANTA CLARA,)
)
) Plaintiff,)
)
) -vs-)
)
) WILLIAM J. CRUTCHER; FLORENCE O.)
) CRUTCHER; DOE ONE; DOE TWO; DOE)
) THREE; DOE FOUR; DOE FIVE; DOE)
) SIX; DOE SEVEN; DOE EIGHT; DOE)
) NINE; DOE TEN; and all other)
) persons unknown claiming any)
) right, title or interest in and)
) to the real property described)
) in the Complaint,)
)
) Defendants.)

NO. 148901

COMPLAINT IN
EMINENT DOMAIN

1 owned by the defendants or in which the defendants claim an
2 interest.

3 IV.

4 Each and every manner, fact and thing stated and set forth
5 in the said resolution was and is true, and the same is incorpo-
6 rated herein as though fully set forth.

7 V.

8 The plaintiff is informed and believes and on such infor-
9 mation and belief alleges that the names of all owners of and
10 claimants to some right, title or interest in the property sought
11 to be condemned are as follows: WILLIAM J. CRUTCHER and FLORENCE O
12 CRUTCHER.

13
14 WHEREFORE, plaintiff prays judgment that:

15 1. The said parcels of real property be condemned for
16 plaintiff's use for the purposes set forth above;

17 2. Just compensation for said taking and any damages
18 incidental thereto be assessed as well as any special benefits;

19 3. That all liens and encumbrances of record against the
20 real property sought to be taken be satisfied out of the judgment
21 rendered herein;

22 4. For such other and further relief as the Court may deem
23 just and proper.

24
25 SPENCER M. WILLIAMS, County Counsel
26 RICHARD S. HARRISON, Deputy County Counsel

27 By /s/ Richard S. Harrison
28 Attorneys for Plaintiff.

29
30
31 RSH:cw - 8-13-63

William J. Crutcher
Reid-Hillview Airport
Parcel No. 3511-14-18

RESOLUTION TO CONDEMN

BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that it hereby finds, determines and declares that the public interest, convenience and necessity require the acquisition of said County of the property hereinafter described for the establishment and maintenance thereon of public buildings and grounds to be used by said County for airport purposes.

IT IS HEREBY DETERMINED that the land hereinafter described is required and necessary for the public uses above set out.

BE IT FURTHER RESOLVED that it is necessary to acquire title to all of said land in fee simple absolute for the public uses and purposes above set out, and that said land should be acquired by proceedings in eminent domain in accordance with the appropriate provisions of the Code of Civil Procedure of the State of California relating thereto.

BE IT FURTHER RESOLVED by the Board of Supervisors that the County Counsel of said County of Santa Clara, State of California, be and he is hereby authorized and directed 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 said real property hereinafter described for the uses and purposes hereinabove set out, and to take all steps which may be necessary or proper to be taken for the condemnation thereof.

That said land is more particularly described as follows:

"All that certain parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

"BEGINNING at a point on the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 663.89 feet from the point of intersection of said center line

Exhibit A

of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, said point of beginning also being the most Easterly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Pedro A. Gutierrez, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 223; thence along the center line of Swift Avenue, South 28° 44' East 96.11 feet to the most Northerly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux to Frank Cabrera, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 303; thence leaving the center line of Swift Avenue and running along the Northwesterly line of said 1.17 acre tract of land so conveyed to Cabrera, South 49° 51' West 560.43 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of Lot 39, as shown upon the Map hereinafter referred to; thence along the Southwesterly line of said Lot 39, North 40° 09' West 94.21 feet to an iron pipe set at the most Southerly corner of said 1.17 acre tract of land conveyed to Gutierrez; thence along the Southeasterly line of said 1.17 acre tract, North 49° 51' East 579.05 feet to the point of beginning and being a portion of Lots 39 and 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume 'C' of Maps, page 57."

BE IT FURTHER RESOLVED that the land hereinabove described is selected and located in the manner which will be most compatible with the greatest public good and the least private injury, and that said land hereinabove described is, in the opinion of this Board, that which is best adapted for the public uses and purposes hereinabove set out.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, this 5 day of AUG, 1963, by the following vote:

AYES: Supervisors, [REDACTED] Della Maggiore Spangler Mehrkens Sanchez
 NOES: Supervisors, None
 ABSENT: Supervisors, Levin

R. H. ...
 Chairman of the Board of Supervisors.

ATTEST: JEAN PULLAN, Clerk
 of the Board of Supervisors.

Jean Pullan

1 SPENCER M. WILLIAMS, County Counsel
2 RICHARD S. HARRISON, Deputy County Counsel
3 Room 507, County Administration Building
4 70 West Hedding Street
5 San Jose 10, California
6 Telephone: 299-2111

7 Attorneys for Plaintiff.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SANTA CLARA

10 COUNTY OF SANTA CLARA,)

11)
12 Plaintiff,)

13 -vs-)

14 WILLIAM J. CRUTCHER; FLORENCE O.)
15 CRUTCHER; DOE ONE; DOE TWO; DOE)
16 THREE; DOE FOUR; DOE FIVE; DOE)
17 SIX; DOE SEVEN; DOE EIGHT; DOE)
18 NINE; DOE TEN; and all other)
19 persons unknown claiming any)
20 right, title or interest in and)
21 to the real property described)
22 in the Complaint,)

23 Defendants.)

NO. 148901

LIS PENDENS

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NOTICE IS HEREBY GIVEN that plaintiff has filed a proceeding against the above-named defendants in the above-entitled Court affecting the title to and right of possession of the hereinafter described parcel of real property, which said proceeding is now pending; that said proceeding is for the purpose of condemning a fee simple title in said parcel of land for a public use, to wit: for a county airport.

The real property affected by said proceeding is situated in the County of Santa Clara, State of California, and is more particularly described in Exhibit A, attached hereto and made a part hereof by reference.

DATED: AUG 26 1963.

SPENCER M. WILLIAMS, County Counsel
RICHARD S. HARRISON, Deputy County Counsel

By /s/ Richard S. Harrison
Attorneys for Plaintiff.

RSH:cw - 8-13-63

EXHIBIT A

All that certain parcel of land situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

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Julia Machado
Hillview Airport

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 the property hereinafter described for airport purposes;

That the use to which the said lands is to be applied is for the construction of the said airport, 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 airport 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 airport, a fee title in the following described lands, situate in the County of Santa Clara, State of California, described as follows: to wit:

ALL OF LOTS 10 and 11, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on February 14, 1888 in Book "C" of Maps, at page 57.

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 airport, and to take all steps necessary for the condemnation of such real property in the name of the County;

To make an application to said Court for an order fixing the amount or amounts or such security in the way of money deposits as said Court may direct to be made upon the taking of possession of said real 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 _____ 196___, by the following vote:

AYES: Supervisors;

NOES: Supervisors,

ABSENT: Supervisors,

Chairman of the Board of Supervisors
of the County of Santa Clara.

ATTEST: JEAN PULLAN, Clerk
of the Board of Supervisors



Title Insurance and Trust Company

SANTA CLARA COUNTY OFFICE
66 NORTH FIRST STREET SAN JOSE 13
CYPRESS 2-4212

September 20, 1962

IMPORTANT

When replying refer to
Our No. 240589

.Department of Public Works
.20 West Rosa Street
.San Jose, California

Hillview Airport
Your No.

The following is a report on the title to the land described in your application for a Policy of Title Insurance, and is made without liability and without obligation to issue such policy.

Dated as of August 27, 1962 at 7:30 a.m. B. M. BLANCHARD Title Officer

Vestee:

JULIA MACHADO

Exceptions:

- First:** Taxes for the fiscal year 1962-63, now a lien, but not yet due or payable, including personal property tax, if any.
- Second:** Right of the public to use as a roadway so much of the premises as lies within the bounds of Cunningham Avenue.
- Third:** Deed of Trust by Julia Machado to Valley Title Company of Santa Clara County, a corporation, as Trustee, to secure the payment to Belmira S. Freitas, a widow of \$35,000.00 and additional advances, dated October 21, 1960 and recorded October 24, 1960 in Book 4959 Official Records, page 78. Recorder's Serial Number 1896517.

Note 1: The above Vestee acquired title to premises by Deed from Manuel I. Freitas and Belmira S. Freitas, his wife, dated May 7, 1959 and recorded October 24, 1960 in Book 4959 Official Records, page 77, Recorder's Serial Number 1896516, and to which Deed there were affixed revenue stamps in the amount of \$58.85.

Note 2: The assessed valuations of premises for County Taxes for the fiscal year 1961-62 are as follows:

Assessed Value Real Estate	\$16,000.00
Assessed Value Improvement	880.00
Assessed Value Personal property	None

The address of the above Vestee as disclosed by the County Tax Rolls for the fiscal year 1961-62 is 1110 North First Street, San Jose, California.

Note 3: Both installments of County Taxes for the fiscal year 1961-62 have been paid. Assessment Number 489-32-4. Code Number 54-7.

First installment	\$671.10
Second installment	\$671.10

Note 4: The description contained in this report is the same as contained in the acquisition deed above referred to.

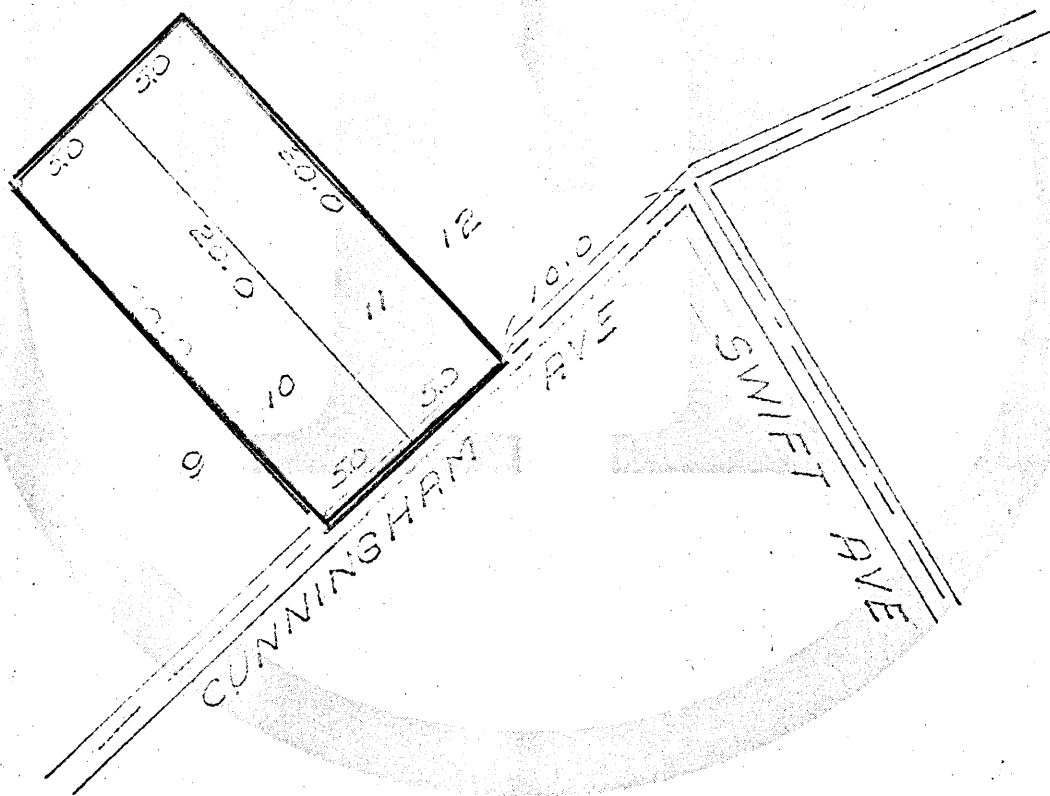
DESCRIPTION

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

ALL OF LOTS 10 and 11, as shown upon that certain Map entitled, "Map of the Subdivision of the Fillmore Tract", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on February 14, 1888 in Book "C" of Maps, at page 57.

wgrcr

5 Copies to: Dept. of Public Works



LOTS 10-11 SUBDIVISION OF THE FILLMORE TRACT C-MAPS-57



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

COMPARABLE

NO. VR-530.6, SJs-61
I. R. S. § 36.30

LOCATION West side of McLaughlin Road No. of Loupe Road
SUBDIVISION --
DESCRIPTION Portion Rancho Yerba Buena

GRANTOR Tsuneo Sasaki
GRANTEE Ted Purwin et al
INTERVIEWED Grantor

BOOK 5145 PG. 410 DOC. NO. 1986897 DATE 4-24-61
DATE OF DEAL 4-21-61 ZONE A USE Res-Agric.

DOWN PAYMENT - SALE PRICE \$ 53,000.00

TRUST DEED - DATE - LENDER -

IMPS.

1-story sgle. fam. res. 4 bedrms., 1½ baths
1,050 sq. ft. - Sustaining Use

IMPS. VALUE \$ 2,400.00

LAND SIZE 277x1394' AREA 8.5+ ac. LAND VALUE \$ 50,600.00

UNIT LAND VALUE \$5,953+ per ac.

GROSS ANNUAL INCOME	\$	X	=	TOTAL VALUE
NET ANNUAL INCOME, BEFORE DEPRECIATION	\$	=		% OF VALUE
ASSESSED 19 62	LAND \$ 4,250.00	X 11.9	=	LAND VALUE
	IMPS. <u>2,340.00</u>	X 1.0	=	IMP. VALUE
	TOTAL \$ 6,590.00	X 8.0	=	TOTAL VALUE

REMARKS:

Residence is rented for \$100 per month.

Highest and Best Use: R-1

DATE: July 1962

BY: W. A. Kendall

4374



COMPARABLE

NO. VR-1450.6, SJs-61
I. R. S. \$ 157.50

LOCATION No. side of Aborn Rd. 1/2 Mile E.
of King Road
SUBDIVISION --
DESCRIPTION Portion Rancho Yerba Buena

GRANTOR Emil Fahrner et ux
GRANTEE Keyoshi Matsumoto et al

INTERVIEWED Grantor

BOOK 5091 PG. 648 DOC. NO. 1960994 DATE 3-3-61

DATE OF DEAL 2-26-61 ZONE A USE Res-Agric.

DOWN PAYMENT \$42,050.00 SALE PRICE \$ 145,000.00

TRUST DEED \$102,950.00 DATE 1-31-61 LENDER Grantor

IMPS.

1-story frame residence - no value

IMPS. VALUE \$ 0.00

LAND SIZE Irregular AREA 25.12 acs. LAND VALUE \$ 145,000.00

UNIT LAND VALUE \$5,772.00+ per acre

GROSS ANNUAL INCOME \$ X = TOTAL VALUE

NET ANNUAL INCOME, BEFORE DEPRECIATION \$ = % OF VALUE

ASSESSED 19⁶² LAND \$ 10,050.00 X 14.4 = LAND VALUE

IMPS. 3,620.00 X - = IMP. VALUE

TOTAL \$ 13,670.00 X - = TOTAL VALUE

REMARKS:

Highest and Best Use: R-1



COMPARABLE

NO. VR-526.2, SJs-61
I. R. S. \$ 55.00

LOCATION No. side of Aborn Rd. 3/4 Mile E. of King Rd.

SUBDIVISION --

DESCRIPTION Portion Rancho Yerbo Buena

GRANTOR Arnold S. Romanello

GRANTEE Kiyoshi Mastsumoto et al

INTERVIEWED Grantor

BOOK 5097 PG. 679 DOC. NO. 1963925 DATE 3-9-61

DATE OF DEAL 2-10-61 ZONE R-1 USE Res-Agric.

DOWN PAYMENT Cash SALE PRICE \$ 50,000.00

TRUST DEED - DATE - LENDER -

IMPS.
None

IMPS. VALUE \$ 0.00

LAND SIZE Irregular AREA 9.5 ac. LAND VALUE \$ 50,000.00

UNIT LAND VALUE \$5,263.00+ per ac.

GROSS ANNUAL INCOME \$ X = TOTAL VALUE

NET ANNUAL INCOME, BEFORE DEPRECIATION \$ = % OF VALUE

ASSESSED 19 62 LAND \$ 3,310.00 X 15.1 = LAND VALUE

IMPS. 1,680.00 X - = IMP. VALUE

TOTAL \$ 4,990.00 X - = TOTAL VALUE

REMARKS:

Grantor's opinion is that the residence has no value.

Highest and Best Use: R-1

DATE: July 1962

BY: Wm. A. Kendall

4374



COMPARABLE

NO. VR-1240.1, SJs-61
I. R. S. \$ 136.40

LOCATION West side of King Road 1/2 mile S. of
Tully Road
SUBDIVISION --
DESCRIPTION Metes & Bounds

GRANTOR Fred A. Fosti
GRANTEE Hitree Invest. Co. & Cool Water Dev. Co.
INTERVIEWED Mr. Fosti

BOOK 5220 PG. 373 DOC. NO. 2023158 DATE 7-6-61

DATE OF DEAL 5-25-61 ZONE R-1 USE R-1 Sub.

DOWN PAYMENT \$5,000.00 SALE PRICE \$ 124,000.00

TRUST DEED \$119,000.00 DATE 5-26-61 LENDER Grantor

IMPS.

None

IMPS. VALUE \$ 0.00

LAND SIZE Irregular AREA 16.869 ac. LAND VALUE \$ 124,000.00

UNIT LAND VALUE \$7,350+ per ac.

GROSS ANNUAL INCOME	\$	X	=	TOTAL VALUE
NET ANNUAL INCOME, BEFORE DEPRECIATION	\$	=		% OF VALUE
ASSESSED 19 62	LAND \$ 8,420.00	X	14.7	= LAND VALUE
	IMPS. <u>1,360.00</u>	X	-	= IMP. VALUE
	TOTAL \$ 9,780.00	X	-	= TOTAL VALUE

REMARKS:

Improvements have been removed and land is now being subdivided, also includes multi-res.

Highest and Best Use: R-1

DATE: July 1962

BY: W. A. Kendall

4374



UR-1240.1
8/20-61

Listing

COMPARABLE

(Listing, Opinion, Appraisal, etc.)

NO. R-367-2

SJs-61

PROPERTY ADDRESS East side of King Road north of Aborn Road

LEGAL DESCRIPTION

AMOUNT \$36,750.00

TERMS 20% down

PRESENT OWNER (W. R. & Eve Brown)
Raymond Brown

ADDRESS

LISTED WITH Fortune Realty Co.

DATE LISTED July 1, 1961

ZONING R-1B-6

PRESENT USE Residential

INTERVIEWED Mr. Louis De Savo

DATE 7/25/61

BY Gustafson

LAND:

3.985 acres @ \$7,300.00

\$29,090.50

Listing Asking Price

IMPROVEMENTS:

One-story single family residence; 1 bath, 1 bedroom
wood frame construction; 12 years old

Living area 736 s.f. \$10.00 = \$7,360.00
Other improvements 299.50

7,659.50

TOTAL VALUE : 36,750.00

GROSS ANNUAL INCOME	\$		X		=	TOTAL VALUE
NET ANNUAL INCOME BEFORE DEPRECIATION	\$		=			% OF VALUE
ASSESSED 1960-61		LAND	\$ 1,990.00	X 14.6	=	LAND VALUE
		IMPS.	1,250.00	X 6.1	=	IMP. VALUE
		TOTAL	\$ 3,240.00	X 11.3	=	TOTAL VALUE

REMARKS:

A storage shed is located in the rear yard. Several large shade trees in the front of the property. Entry could not be obtained. Property is situated in the City of San Jose. Highest and best use, R1.

DATE: August 9, 1961

BY: Edward J. Walsh

Book 4346



LISTINGS

COMPARABLE

(Listing, Opinion, Appraisal, etc.)

NO. VR-2224.1, SJs-62

PROPERTY ADDRESS 2719 So. King Road

LEGAL DESCRIPTION Metes & Bounds

AMOUNT \$ 222,480.00

TERMS Reasonable

PRESENT OWNER Alvin Nickel

ADDRESS 2719 So. King Road

LISTED WITH Owner

DATE LISTED 5-21-62

ZONING A

PRESENT USE Agric.

INTERVIEWED Owner

DATE 7-10-62 **BY** WAK

LAND:

27.81 ac. @ \$8,000.00

\$ 222,480.00

Listing Asking Price

IMPROVEMENTS:

1-story fr. resid. owner states the resid. and barn have no value

0.00

TOTAL VALUE \$ 222,480.00

GROSS ANNUAL INCOME \$ × = **TOTAL VALUE**

NET ANNUAL INCOME BEFORE DEPRECIATION \$ = **% OF VALUE**

ASSESSED 19 62 **LAND** \$ 11,120.00 × 20.0 = **LAND VALUE**

IMPS. 6,340.00 × - = **IMP. VALUE**

TOTAL \$ 17,460.00 × - = **TOTAL VALUE**

REMARKS: This deal is now in escrow at listing price. Grantor unwilling to disclose terms. He did state that there was little down but expects greater part of payment next year. It appears somewhat like an option. Grantee, Hyman Weisel of Proud Construction Company.

Highest and Best Use: R-1

DATE: July 1962

BY: W. A. Kendall 4374



Listing

COMPARABLE

(Listing, Opinion, Appraisal, etc.)

NO. VR-8250.1
SJs-62

PROPERTY ADDRESS NW corner of Rte. 68 & Loupe Road

LEGAL DESCRIPTION Portion of Rancho Yerba Buena

AMOUNT : 825,000.00

TERMS Reasonable

PRESENT OWNER James Pusateri

ADDRESS -

LISTED WITH Guerra Realty

DATE LISTED 7-13-62

ZONING A

PRESENT USE Agric.

INTERVIEWED Owner

DATE 7-17-62 BY WAK

LAND:

110+ ac. @ \$7,500.00 (average)

\$825,000.00

Listing, Appraisal, etc.

IMPROVEMENTS:

Improved with barns & sheds - no value is assigned to these improvements

0.00

TOTAL VALUE : 825,000.00

GROSS ANNUAL INCOME	\$	X	=	TOTAL VALUE
NET ANNUAL INCOME BEFORE DEPRECIATION	\$	=		% OF VALUE
ASSESSED 19	LAND \$ W.O.P.	X	=	LAND VALUE
	IMPS.	X	=	IMP. VALUE
	TOTAL \$	X	=	TOTAL VALUE

REMARKS: Grantor will only seel entire property at the listed price. Includes land abutting highway and lesser valued land (\$6,000 or less per acre) to the southwest. This property includes Parcel 31045.

Highest and Best Use: R-1

DATE: July 1962

BY: W. A. Kendall 4374



WR-2250
540-62

COMPARABLE

NO. VR-50.62

I. R. S. \$ 173.25

LOCATION E. side of Bayshore, 4,000' south of Loupe Road,
San Jose
SUBDIVISION Rancho Yerba Buena
DESCRIPTION Metes and Bounds

GRANTOR Clifford W. Swenson et ux

GRANTEE L. C. Smith et ux

INTERVIEWED Mr. Swenson

BOOK 5341 PG. 61 DOC. NO. 2081834 DATE October 25, 1961

DATE OF DEAL 10/25/61 ZONE Agri. USE Agriculture

DOWN PAYMENT \$55,000 SALE PRICE \$157,500.00

TRUST DEED \$122,500.00 DATE 10/19/61 LENDER Grantor

IMPS. 6-room, 4-bedroom, 3-bath residence 2,000 s.f.
Detached 4-room bungalow 550 s.f.
Detached wood frame barn 1,950± s.f.
Misc. fencing & landscaping

(Seller feels improvements have interim value, only, of about 50% of \$50,000; he figures improvements would be worth if site remains unchanged. See **IMPR. VALUE** 25,000.00 Remarks

LAND SIZE 500±' x 2,640±' AREA 26.25± ac. **LAND VALUE** 132,500.00

UNIT LAND VALUE \$5,047.00+ acre.

GROSS ANNUAL INCOME	0	X	=	TOTAL VALUE	
NET ANNUAL INCOME, BEFORE DEPRECIATION	0	=		% OF VALUE	
ASSESSED 19	LAND	0	X	=	LAND VALUE
	IMPS.	Assessed with	X	=	IMP. VALUE
	TOTAL	0 other property.	X	=	TOTAL VALUE

REMARKS: Seller says land purchased for L. C. Smith's daughter who now resides there. No access to this property from Bayshore. Seller figures interim value only for improvements on basis that land would soon be developed R-1 which would require demolition of existing improvements. Highest and best use - R-1

April 24, 1962

S. M. Hovorka

Book 4368

DATE:

BY:



TRANSMITTAL MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

DATE: June 12, 1964

FOR: BOARD OF SUPERVISORS AGENDA OF June 15, 19 64

FROM: Hodge, Right of Way, Public Works

TITLE: Reid-Hillview Airport Parcel 3511-14-13 Torres

DESCRIPTION:

The attached data sheet covers the settlement reached this past week just prior to trial. Settlement was reached on the understanding that this would be quickly agendized, therefore, County Counsel is putting it on as a special item.

Note that the appraisal, which was the basis of proposed testimony, is in the amount of \$6,250.00. Settlement at \$6,500.00 includes an obligation for owner to remove all personal property and the building improvements. The personal property consists of several old, wrecked automobiles and the house has no salvage value. Normal clearance costs of the structures and autos would exceed the \$250.00 being allowed owner to accomplish this. The \$250.00 is being withheld pending owner's completion of removal.

chk info to see if want show
2 copies ENGINEERS

MISSING

DEPT. OF PUBLIC WORKS

RECEIVED

AGENDA DATA

DATE: 6-15-64

ITEM NO: EXTRA

BOARD ACTION Authorized execution of Agmt. & settlement of litigation.

APPROVED: _____
JAMES T. POTT, COUNTY ENGINEER

RIGHT OF WAY DATA SHEET

Grantor: Edwiges Torres et ux Project: Reid Hillview Airport Parcel No.: 3511-14-13
 Property Address: 193 C Swift Lane, San Jose Entire Area:
 Mailing Address: % Garvin Hale, Attorney 19,832± sq. ft. 0.431± ac
633 North First Street
 Telephone: _____ San Jose Part Required:
 Jurisdiction: San Jose _____ sq. ft. All ac
 Remainder:
 _____ sq. ft. None ac

Unit Land Cost:	Appraisal	O.P.	Settlement
Sq. Ft.: \$ <u>0.23</u>	<u>19 64</u>	Deposit	
Acre: \$ <u>10,000.00</u>	<u>\$4,300.00</u>	None	<u>\$4,300.00</u>
(site value)			
Improvements:	<u>1,950.00</u>		<u>1,950.00</u>
Damages:			
Benefits:			
Other Consideration (see Item #7 re clearance by Grantor)			<u>250.00</u>
Total Consideration:	<u>\$6,250.00</u>		<u>\$6,500.00</u>
(see special note #9) Cash to Grantor:			<u>\$6,500.00</u>

1. * Removal of Imps. by Grantor
 2. Const. Contract Items
 3. * Rentals
 4. * Withheld Funds
 5. Excess Lands
 6. Continued Occupancy
 7. * Settlement Justification
 8. * Title Exceptions
 9. * See special note re payment

Title Co.: Title Ins. & Trust Co.
 No.: 240583 Date: _____
 Grantor Acquired: Sept., 1957
 I.R.S. \$ 4.95
 Appraised by: F. Clevenger
 Date: Current - Pre-trial
 Type of Title: Fee
 Zoning: R-1
 Access Rights: --
 Suit Filed: Yes
 O.P.: No
 Agreements: By County Counsel
 Resolutions: _____
 Deeds: To escrow Maps: Display
 R/W Agent: Justin Mitchell
 Dep. Co. Counsel: R. Harrison

Description of Improvement Acquired				
No. of Rooms	Area Sq. Ft.	Age	Condition	
Fr. Hse. 4	464	15	Poor	
Shed. Hse.	294	15	Poor	
ITEM #1 - <u>Removal of Imps. by Grantor</u> Grantor is to clean site of all improvements and debris by August 1, 1964.				
ITEM #2 - <u>Rentals</u> None				
ITEM #4 - <u>Withheld Funds</u> See special note - Item #9				
ITEM #7 - <u>Settlement Justification</u> Settlement based on pre-trial appraisal by F. Clevenger at \$6,250.00. An additional \$250.00 is allowed to compensate owner for clearance of improvements. Said improvements have zero salvage value, and costs to County for their demolition and clearance by others would considerably exceed this amount.				
ITEM #8 Title Exceptions Clear: 1. Taxes prorated close of escrow. 5. Agreement to reimburse County for indigent aid.				

E. D. Hodge
Approval

To County Counsel:
 Agenda: 6/10/64 Item #
 (Replaces RC-11)

(continued on attached page)
 f.m.
 6-11-64

ITEM #8 - Title Exceptions (continued)

- 6 & 7. Trust deeds (County is beneficiary).
- 8. Trust deed.

Subject to:

- 2. Public rights in Swift Ave.
- 3. P. G. & E. tower line easement.
- 4. P. G. & E. and P. T. & T. pole line easement.

ITEM #9 - Special Note re Payments into escrow

Paragraph 5 of Agreement specifies two separate deposits into escrow:

- (a) \$6,250.00 initial deposit to be disbursed when title vests in County.
- (b) \$250.00 final deposit when and if grantor has cleared site on or before August 1, 1964.

RIGHT OF WAY OR PROPERTY DATA SHEET

To: _____ Project: Raid-Hillview Parcel No.: 3511-14-13
 Grantor: E. Torres Telephone: _____ Entire Area: _____
 Property Address: 193 e Swift Lane, San Jose 19,832± sq. ft. or 0.431± ac
 Mailing Address: 193 e Swift Lane, San Jose Part Required: _____
 Jurisdiction: San Jose sq. ft. or All ac
 Remainder: None ac

Unit Land Cost: Budget Appraisal O.I.P.
 Sq. Ft.: \$ 0.17± 196 196 3 Deposit Settlement
 Acre: \$ 7,500±
 Land Acquired: \$3,200
 Sq. Ft.: 19,832±
 Acre: 0.431±

Improvements: \$2,300

Severance:

Benefits:

Other Consideration:

Total Consideration - Offset by Benefits: \$3,500

Project Budget Data

Total Authorized: _____ Cash Payment in this Contract: _____
 Balance after this Acquisition: _____ % Obligated to Date: _____
 Current Indicated Budget Status - Budget Excess: _____ Budget Deficit: _____

1. Removal of Imps. by Grantor
2. Const. Contract Items
3. Rentals
4. Withheld Funds
5. Excess Lands
6. Salvage Bldgs.
7. Continued Occupancy
8. Settlement Justification
9. Title Exceptions
10. _____
11. _____
12. _____

<u>Description of Improvement Acquired</u>				
	<u>No. of Rooms</u>	<u>Area Sq. Ft.</u>	<u>Age</u>	<u>Condition</u>
1. Resid.	4	464	15	Poor
2. Sleeping & Storage Shed		294	15	Poor
Offer of \$5,500 rejected by owner.				
Attorney states that the owner has over \$6,500 invested in the property.				

Title Co.: Title Insurance & Trust
 # 240583 Date: August 27, '62
 Grantor Acquired Date: Sept. 12, '57
 I.R.S. \$4.95
 Appraised by: Clevenger-Samuelson & Staff
 Date: Nov., '61 June 62 & Jan. 63
 Type of Title: Fee
 Zoning: R-1
 Access Rights: _____
 Suit Filed: _____
 O.I.P. : _____
 Agreements: _____
 Resolutions: _____
 Deeds: _____ Maps: _____
 Negotiating Agent: McCready (Boyle)
 Dep. County Counsel: Harrison

Condemnation data sheet

Approval _____
 To County Counsel: _____
 Agenda: 8/28/62 Item# _____

Project: Reid's Hillview

Parcel No.: 14-13

Grantor: Torres

AGREEMENT FOR PURCHASE
OF REAL PROPERTY

The Board of Supervisors of the County of Santa Clara, hereinafter referred to as "the County", and Edwiges Lozam Torres and Amelia Torres, 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

(\$ _____).

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 Exceptions 2, 3 and 4 of preliminary title report #240583 dated October 8, 1962

and agrees that said deed will be deposited with the T.I. & Trust Title Insurance Company in escrow account no. 240583 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.

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 _____, 19____.

COUNTY OF SANTA CLARA

By _____
Chairman of the Board of Supervisors

Executed by the Owner this _____ day of _____, 19____.

Owner

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

By _____
Deputy County Counsel

9/29/61

EXHIBIT A

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

PORTION of Lot 40 as said Lot is shown upon that certain Map entitled, "Map of Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Book C of Maps, page 57, and more particularly described as follows:

Beginning at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South $28^{\circ} 44'$ East 158.77 feet from the point of intersection of said center line of Swift Avenue with the centerline of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinabove referred to; thence running along said center line of Swift Avenue South $28^{\circ} 44'$ East 64.76 feet to the most Northwesterly corner of the parcel of land conveyed by Carlos Franco, et ux, to Artemio Castro, et ux, by Deed recorded January 12, 1951 in Book 2132 of Official Records, page 540, Santa Clara County Records, thence leaving said line of Swift Avenue and running along the Northwesterly line of said Castro Parcel South $49^{\circ} 51'$ West 336.62 feet to a point in the line dividing Lots 39 and 40 as shown upon the Map hereinabove referred to; thence along said dividing line North $40^{\circ} 09'$ West 63.48 feet to a point in said dividing line which bears South $40^{\circ} 08'$ East 165.16 feet from the point of intersection of said dividing line with the said center line of Cunningham Avenue hereinabove referred to; thence parallel with the said center line of Cunningham Avenue North $49^{\circ} 51'$ East 349.44 feet to the point of beginning.

July 23, 1964

Public Works Department
County of Santa Clara
20 West Hedding Street
San Jose, California

3511-32-4

Attention: Mr. E. D. Hodge

Dear Don:

Attached is an invoice for the balance of a title premium in the amount of \$144.27 received from Title Insurance and Trust Company. This invoice has to do with purchase of property by the County from Julia Machado.

You will note that the invoice contains a statement that the County was given credit for \$144.27 on the proration of taxes and that this credit was incorrect. This matter has been reviewed and approved for payment by Mr. Williams. We would, therefore, appreciate your taking the necessary steps to prepare a warrant payable to the Title Insurance and Trust Company as reimbursement of this amount.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

JRK:go
encl

By 
John R. Kennedy
Assistant County Counsel

SEARCHED
SERIALIZED
INDEXED
FILED



Title Insurance and Trust Company

66 N. FIRST STREET TELEPHONE CYpress 2-4212
SAN JOSE 13, CALIFORNIA

3-20-64
file

DATE 2-14-64

OUR NO. 240589

ATTENTION AO/dp

YOUR NO.

3511-32-4

• /COUNTY OF SANTA CLARA
DEPT. OF PUBLIC WORKS
20 W. ROSA STREET
ATTN: GERALD THOMPSON
RIGHT OF WAY SECTION

AMT. ENCLOSED \$ _____

PLEASE ENCLOSE THIS STUB WITH YOUR REMITTANCE

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
	AMENDED BILLING			
	Premium	719.00		
	Pro-rata taxes 1-1-64/2-4-64		144.27	\$ 574.73

465-1F
orig. to Cond
2-21-64/cond

Bill Hillman Airport

RECEIVED

to file

5

Title Insurance and Trust Company

719.
144.27
574.13

County of Santa Clara

COUNTY COUNSEL

March 11, 1964

Department of Public Works
20 West Hedding Street
San Jose, California

Attention: Mr. Otis Calhoun

Re: Reid-Hillview Airport

Gentlemen:

You have requested our office to review the current status of the acquisition of certain parcels of property acquired for the Reid-Hillview County Airport. For the purpose of convenient reference, we will identify the parcel by the number indicated on your property map and in parentheses designate the former property owner.

Parcel 01-2 (City of San Jose)

This parcel has been acquired and the transaction closed. No policy of title insurance has been acquired in connection with this acquisition for the reason that it was acquired from the City of San Jose and the City had previously obtained a policy of title insurance. At the time of acquisition of this property by the County, the official records of the County of Santa Clara were searched and no liens or encumbrances were of record.

Parcel 02-1 (Machado)

A final order of condemnation was recorded February 4, 1964 and a copy was forwarded to the title company with a request for a policy of title insurance. The policy has not been received as of this date.

Parcel 02-2 (Topaz Builders)

A purchase agreement was executed February 3, 1964 and the matter is now in escrow awaiting closing and issuance of the title insurance policy.

Department of Public Works
March 11, 1964
Page 2

Parcel 02-4

This parcel consists of several individual property acquisitions. The former property owners are Mercier, Sanches, Borba, Perry, and Home Mutual Savings and Loan (aka Pioneer Investors). Each of these parcels has been acquired, the deed recorded and a policy of title insurance issued, with one exception. The deed from the Home Mutual Savings and Loan contained a restriction and the deed has been returned to the title company for removal of the restriction and the correction of the deed in this respect. Although the deed is in the process of being corrected, the County is in receipt of a title policy which insures title free and clear of the restriction contained in the deed. It is our opinion that this last mentioned matter is a technical correction that does not affect the County's title.

If you have any further questions in connection with the County's ownership in the above described parcels, please let me know.

So far as we know, there has been no change in any ownership interest of the County regarding the adjoining properties making up the Reid-Hillview Airport since the last report of this nature submitted by our office.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By: 
John R. Kennedy
Assistant County Counsel

JRK:pt
cc: Mr. Howard W. Campen

OFFICE OF THE COUNTY COUNSEL
COUNTY OF SANTA CLARA

Date: March 12, 1964

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

Final Order & Decree of Condemnation
Enclosed are a ~~deed and~~ title insurance policy
for your permanent records for the following property
acquisition:

Project: Airport Expansion

Parcel No.: 2405-89

Grantor: Julia Machado

Deed Recorded: Date: 2/3/64
Book: 6371
Page: 502

Tax cancellation forms have been forwarded to
Assessor's Office (February 19, 1964).

SPENCER M. WILLIAMS
County Counsel

By /s/ Gerald J. Thompson
Deputy County Counsel

GJT/gc:
Copies:

Public Works - Right of Way Section
County Counsel

County of Santa Clara



*Public Works
Right of Way ✓*

COUNTY COUNSEL SPENCER M. WILLIAMS, COUNTY COUNSEL
COUNTY ADMINISTRATION BUILDING 70 WEST ROSA STREET
CIVIC CENTER SAN JOSE 10, CALIFORNIA 299-2111

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

February 6, 1964

Title Insurance & Trust Company
66 N. First Street
San Jose, Calif.

Re: [unclear]

Re: Escrow #240589: County of Santa Clara
purchase from Julia Machado

Gentlemen:

This letter will constitute your escrow instructions in connection with the above acquisition.

1. You will find enclosed warrant #298 in the sum of \$175,000.00 which represents the purchase price.
2. You will also find enclosed a copy of the Interlocutory Judgment and a copy of the Final Order and Decree of Condemnation which has been forwarded to the County Recorder's office for recordation.
3. Please issue a title insurance policy in the sum of \$175,000.00. The title is to be insured free and clear of all encumbrances. We will take subject to exception of roadway on Cunningham Avenue.
4. Taxes are to be pro-rated as of the date of the recording of the Final Order and Decree of Condemnation as provided for in said Order.
5. The county will pay all costs of escrow and title insurance policy. Your invoice should be mailed to the Santa Clara County Department of Public Works, Right of Way section.

COPY

Title Insurance & Trust Company
Page Two
February 6, 1964

6. Upon close of escrow please forward the title insurance policy to the Office of the County Counsel for inspection and approval.

7. It would be appreciated if you would expedite this escrow as much as possible.

Very truly yours,

SPENCER M. WILLIAMS
County Counsel

By
Gerald J. Thompson
Deputy County Counsel

GJT/gc:

encls: Warrant
Interlocutory Judgment (copy)
Final Order (copy)

cc/encls: Machado, Feeley and Machado
1110 North First Street
San Jose 12, Calif.

cc: Public Works, Right of Way

STATE OF CALIFORNIA
COMMISSIONER
FEB 13 1964
PUBLIC WORKS
RECEIVED

February 7, 1964

Mr. C. J. MacPherson
Business Manager
Department of Public Works
County of Santa Clara
20 West Hedding Street
San Jose, California

Subject: Reid Hillview Airport
Parcel No. 3511-32-5
Machado

Dear Mr. MacPherson:

The following information pertains to the above parcel.

- Deed to County recorded on February 4, 1964.
- Property vacated pursuant to Order for Possession.
- Keys to be delivered to Business Management pursuant to agreement.
- Keys attached.
- Construction requires clearance of all improvements by _____.
- Property may be rented until approximately _____.

Your attention is called to the Right of Way Data Sheet for property address, description of improvements purchased and other pertinent data relative to occupancy.

Very truly yours,

E. D. HODGE
Chief Right of Way Agent

JAMES H. WHITCOMB

EDH:JHW:

ISSUE

CONTROLLER'S NO. _____
SAN JOSE, CALIF.

TO THE TREASURER
OF THE
COUNTY OF SANTA CLARA
OR ANY BANK OR BANKER

No. 11075

PAY -----Eighty-four and 30/100 Dollars ----- \$ 84.30

TO THE ORDER OF PAUL R. TELLM, Clerk of the Superior Court

PAYABLE FROM FUND NO. 234

COUNTY COUNSEL TRUST FUND

TO THE COUNTY CONTROLLER:
YOU ARE HEREBY AUTHORIZED TO DRAW YOUR WARRANT IN FAVOR OF THE
ABOVE, FROM THE County Counsel's TRUST FUND IN
WHICH DEPOSIT IN LIKE OR GREATER AMOUNT HAS BEEN MADE, FOR
THE AMOUNT OF \$ 84.30 OFFICIAL SPENCER M. WILLIAMS
County Counsel

DATE NOVEMBER 14 19 63
BY [Signature] Deputy County Counsel

APPROVED
EDWARD N. GLAESER
COUNTY CONTROLLER
NON-NEGOTIABLE
DEPUTY CONTROLLER

DATE OF CLAIM	ABOVE WARRANT IS IN PAYMENT OF ITEMS LISTED BELOW	EXPLANATORY	PLEASE DETACH THIS VOUCHER OF WARRANT	AMOUNT
11/14/63	County vs. Machado SC No. 142967 (Reid-Hillview Airport Expansion)	(Jury Fee Deposit) 311-32-1 465-1P		\$84.30
			TOTAL	\$84.30

IF THIS WARRANT IS NOT CORRECT, RETURN TO THE
SANTA CLARA COUNTY CONTROLLER WITHOUT ALTERATION, AND STATE DIFFERENCE

ISSUE

TO THE TREASURER OF THE COUNTY OF SANTA CLARA OR ANY BANK OR BANKER
CONTROLLER'S NO. SAN JOSE, CALIF.

No. 11075

PAY -----Eighty-four and 30/100 Dollars ----- \$ 84.30

TO THE ORDER OF PAUL R. TELLM, Clerk of the Superior Court

PAYABLE FROM FUND NO. 234

COUNTY COUNSEL TRUST FUND

TO THE COUNTY CONTROLLER: DATE NOVEMBER 14 19 63
YOU ARE HEREBY AUTHORIZED TO DRAW YOUR WARRANT IN FAVOR OF THE
COUNTY COUNSEL'S TRUST FUND IN
WHICH DEPOSIT IN LIKE OR GREATER AMOUNT HAS BEEN MADE, FOR
THE AMOUNT OF \$ 84.30
OFFICIAL: SPENCER M. WILLIAMS
Deputy County Counsel

APPROVED BY EDWARD N. GLAESER COUNTY CONTROLLER
NON-NEGOTIABLE
DEPUTY CONTROLLER

DATE OF CLAIM	ABOVE WARRANT IS IN PAYMENT OF ITEMS LISTED BELOW	EXPLANATORY	PLEASE DETACH THIS VOUCHER OF WARRANT	AMOUNT
11/14/63	County vs. Machado SC No. 142967 (Reid-Hillview Airport Expansion)	(Jury Fee Deposit) 465-1P		\$84.30
			TOTAL	\$84.30

IF THIS WARRANT IS NOT CORRECT, RETURN TO THE SANTA CLARA COUNTY CONTROLLER WITHOUT ALTERATION, AND STATE DIFFERENCE

July 22, 1963

Mr. Floyd Clevenger
2363 Pruneridge Avenue
Santa Clara, California

Subject: Reid-Hillview Airport

Dear Mr. Clevenger:

As per our telephone conversation, enclosed is Title Insurance and Trust Company's preliminary report No. 240589, concerning the parcel of land vested in the name of Julia Machado. This 20 acre \pm parcel located on the northwesterly line of Cunningham Avenue is required in connection with the improvement to the Reid-Hillview Airport.

We are informed by County Counsel that a pre-trial conference is set for a date approximately two weeks from today and that a trial date will probably be set for September or early October. As of this date it is reasonable to assume that this case will probably go to trial, and therefore your report should be suitable for this purpose.

Reference is made to our Appraiser-County Policy letter dated early in 1962 in your file. Fees for your appraisal, pre-trial conferences and attendance in court, will be at the agreed-on rate for days or fractions thereof.

Very truly yours,

JAMES T. POTT
Assistant Director

JTP:FBS:o's

Enclosure

EXHIBIT "K"

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

Beginning at the Northwest corner of Lot 10 shown upon that certain map entitled, "Map of Subdivision of the Millerton Tract", recorded February 26, 1936, in Book 8 of Maps, page 57, Santa Clara County records; thence Easterly along the Northernly line of Lots 10 and 11 as shown on said Map to the Northeast corner of Lot 11; thence Southerly along the Easterly line of Lot 11 45.00 feet; thence leaving said Easterly line of Lot 11 and proceeding Westerly along a line parallel to the Northernly line of Lots 10 and 11 to a point in the Westerly line of Lot 10; thence Northernly along the Westerly line of Lot 10 to the point of beginning. The here-in described lands being the most Northernly 45.00 ft. of said lots 10 & 11.

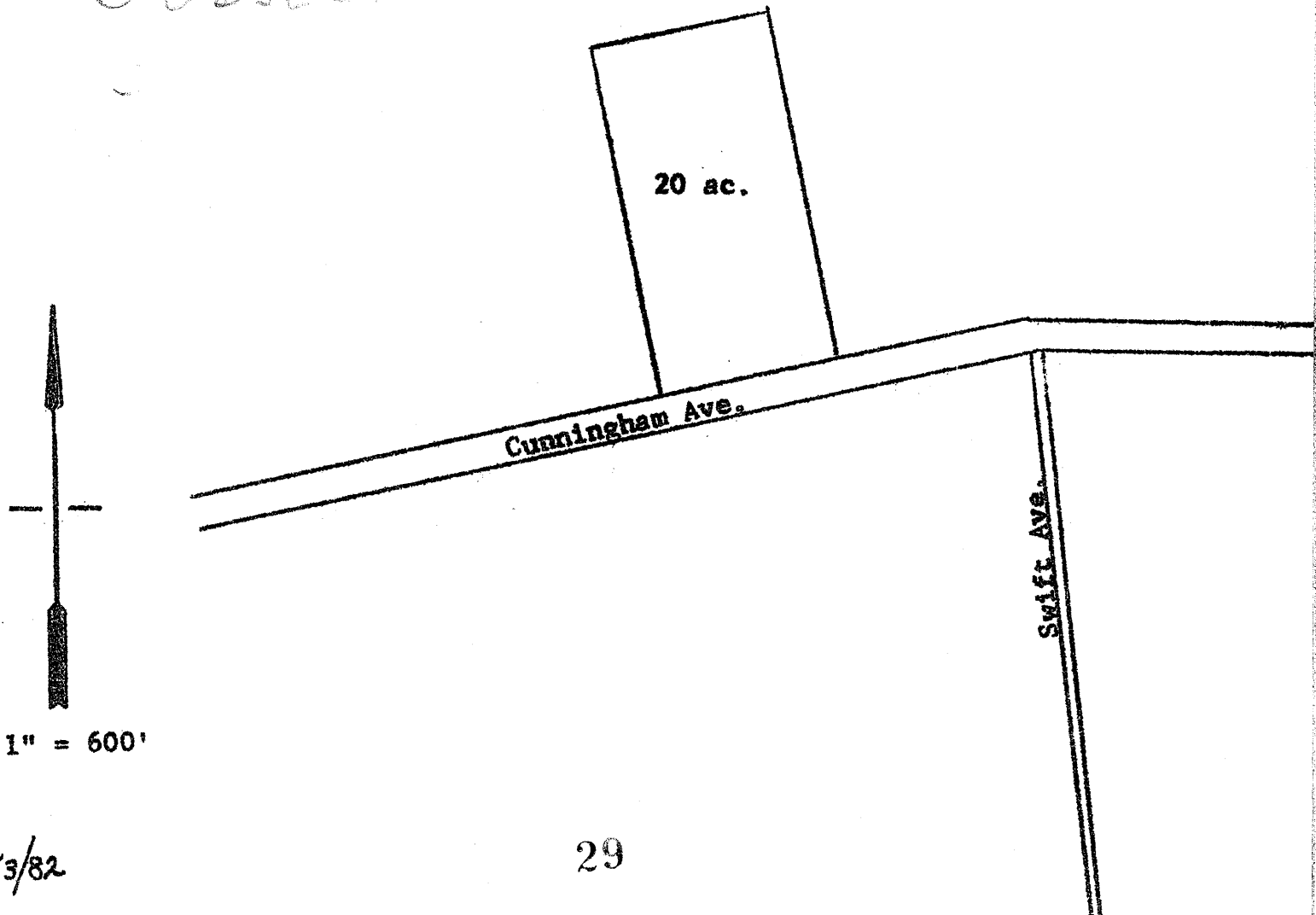
This parcel of land contains 0.430 acres more or less.

SALES DATA

#4

GRANTOR: Manuel Freitas, etux
GRANTEE: Julia Machado
BOOK: #4959, Page 77, File No. 1896516
I. R. S. \$58.85 DATE OF SALE: 10/24/60
SALE PRICE: \$53,500.00 TERMS: DT \$35,000.
ZONING: "A" County
LAND AREA: 20 acres
UNIT VALUE: \$2,675/ac
COMMENTS: Single family residence - outbuilding no value -
presently used as pasture. In flight pattern
Reid's Hillview Airport.

SALE OF
SUBJECT

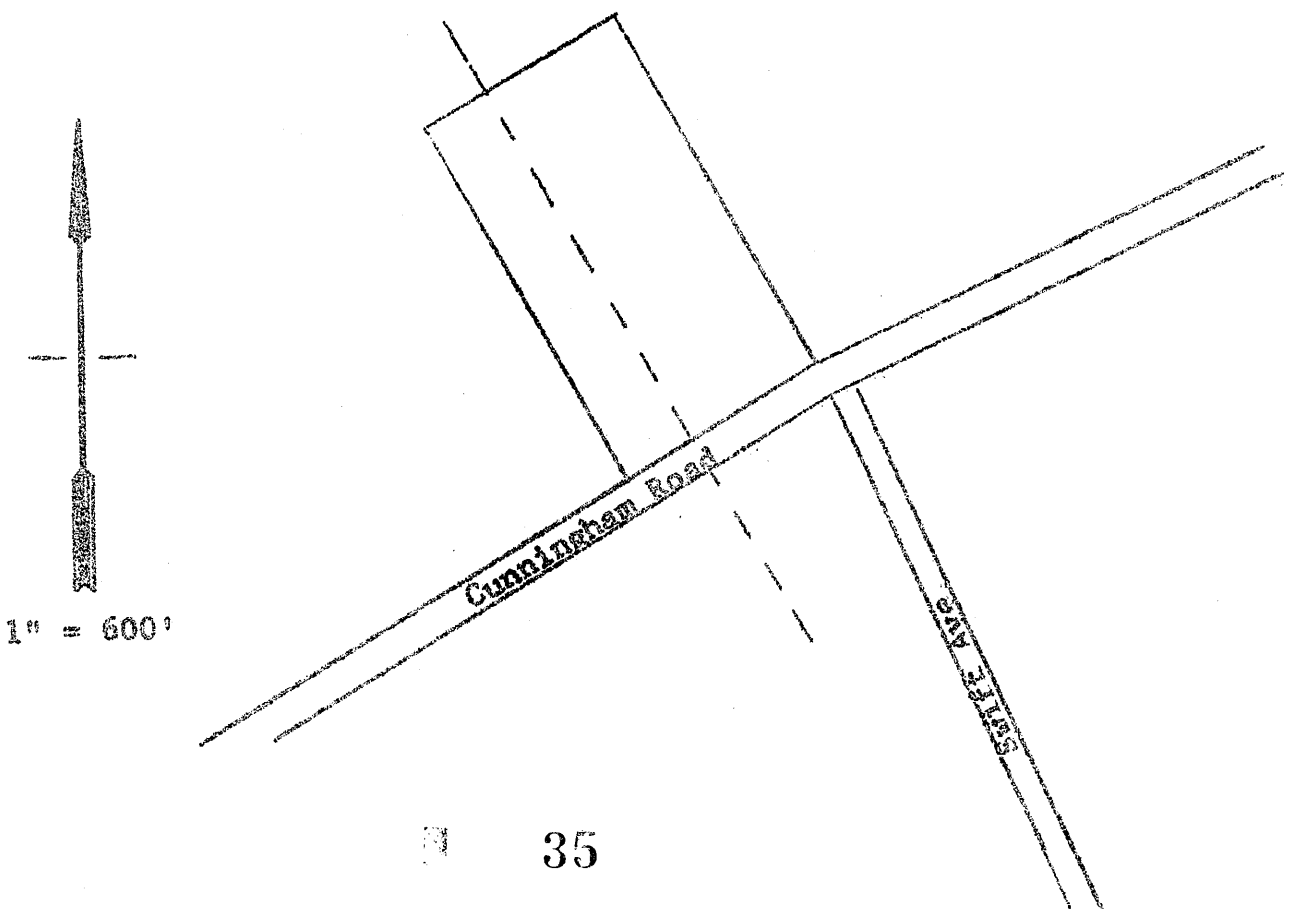


13/82

SALES DATA

#10

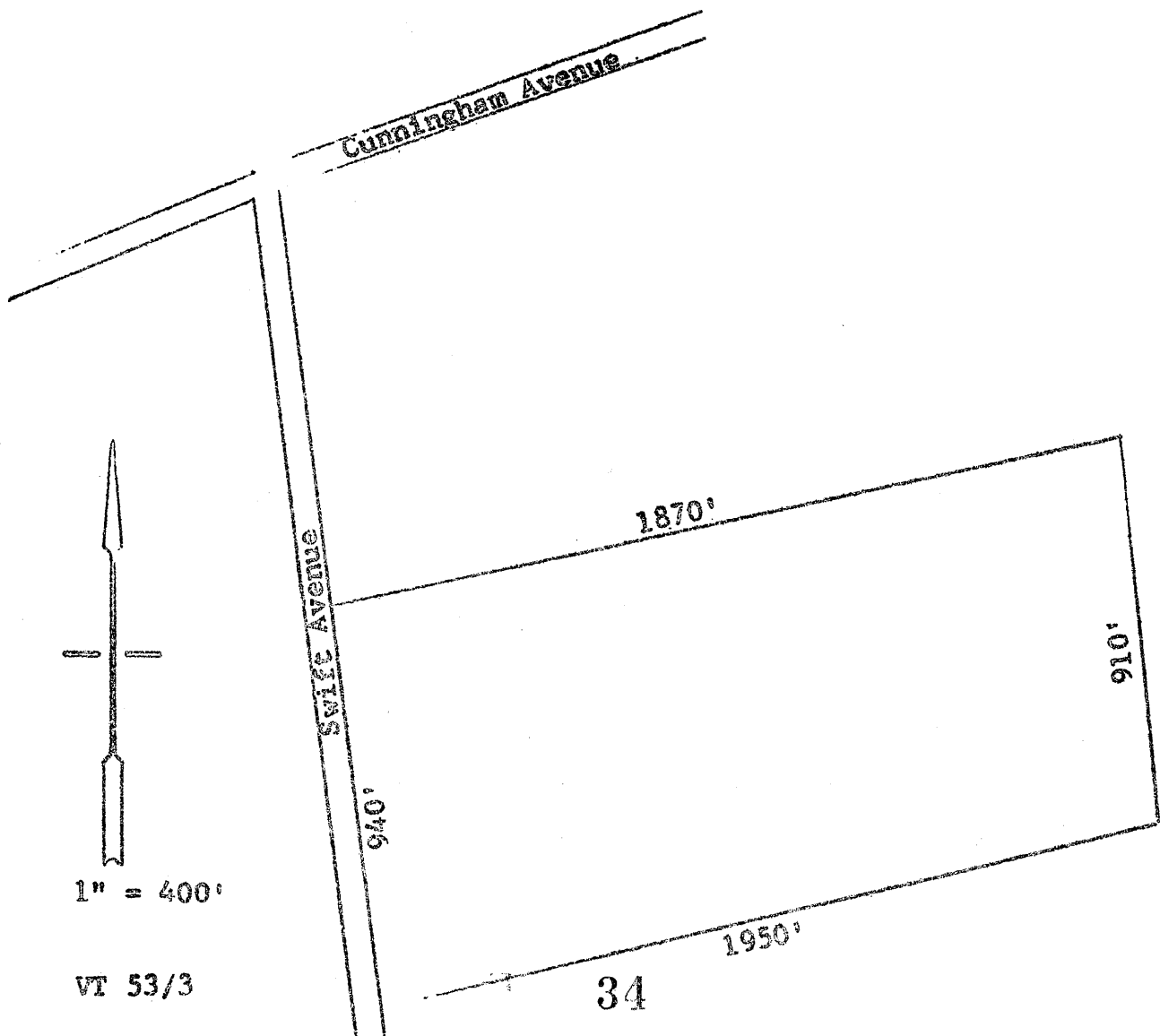
GRANTOR: EPE Company, a partnership
GRANTEE: Moore Thomas Nakashima
BOOK: #4149, Page 686, File No. 1633462
I. R. S. \$72.05 DATE OF SALE: 5/18/59
SALE PRICE: \$65,500.00
ZONING: R-1 San Jose
LAND AREA: 20 acres
UNIT VALUE: \$3,275/ac
CONFIRMED: Mr. Garrison 10/4/60
COMMENTS: This property is in flight pattern (Reid's)
and has power lines running through it.



SALES DATA

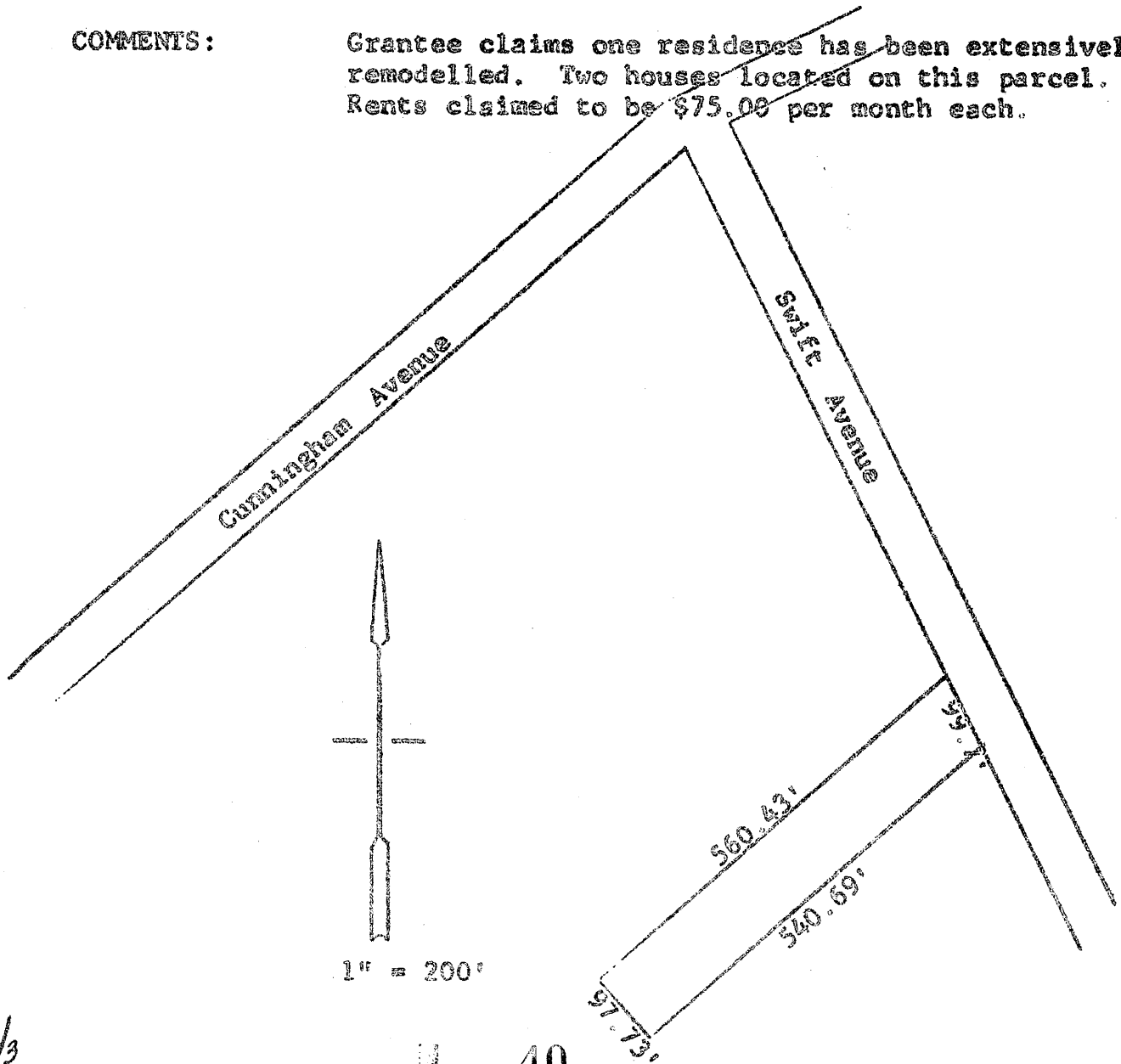
#9

GRANTOR: M. Silva, etux
GRANTEE: Tony M. Lawrence & Clara Lawrence
ZONING: R-1
BOOK: #4402, Page 584, File No. 1625348
I. R. S. \$176.00 DATE OF SALE: 5/1/59
SALE PRICE: \$160,000.00
LAND AREA: 40 acres
UNIT VALUE: \$4,000/ac
CONFIRMED: Tony Lawrence



GRANTOR: Leandro Hernandez, etux
 GRANTEE: Senovio R. Munoz
 ZONING: R-1
 BOOK: #5157, Page 186, File No. 1992594
 I. R. S. \$4.40 DATE OF SALE: 5/4/61
 SALE PRICE: \$12,100.00
 LAND AREA: 1.168 acres
 UNIT VALUE: \$6,850/ac
 CONFIRMED: Mr. Munoz, 11/10/61
 COMMENTS:

Grantee claims one residence has been extensively remodelled. Two houses located on this parcel. Rents claimed to be \$75.00 per month each.

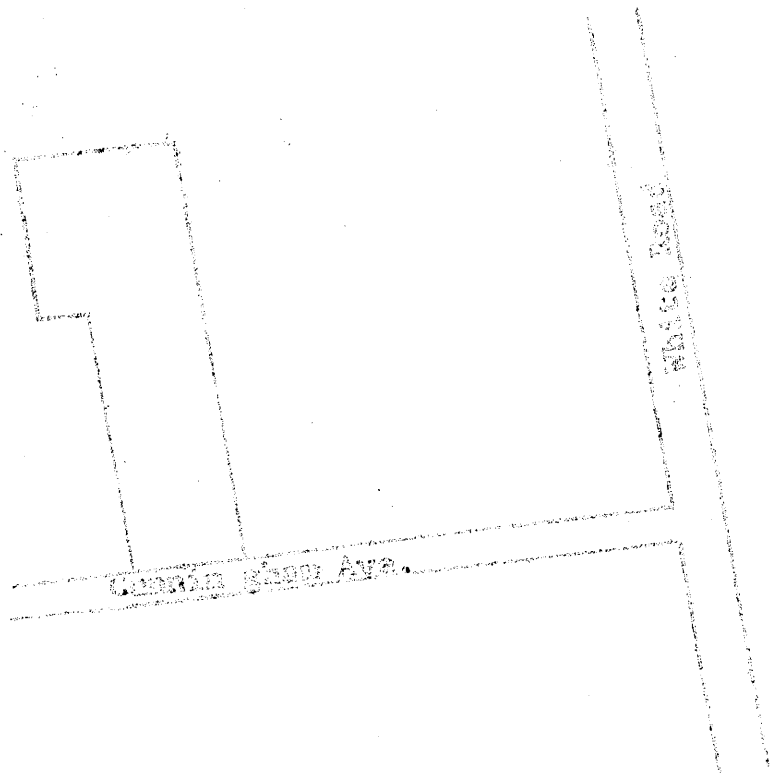


VT 53/3

SALE OF COMPARABLE PROPERTY

#7

GRANTOR: Iris E. Grijalan, et ux
GRANTEE: Harry Mack, et ux
BOOK: #4620, Page 230, File No. 1730967
I. R. S. \$66.55
DATE OF SALE: 11/30/59
SALE PRICE: \$60,500.00
TERMS: DE \$42,785.00
COMMENTS: No improvements, used as pasture 2/26/61
LAND AREA: 10.31 acres
UNIT VALUE: \$6,000/ac ±
ZONING: "A" County

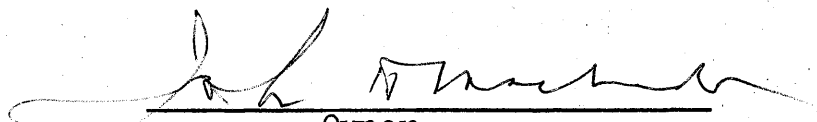


April 20, 1963

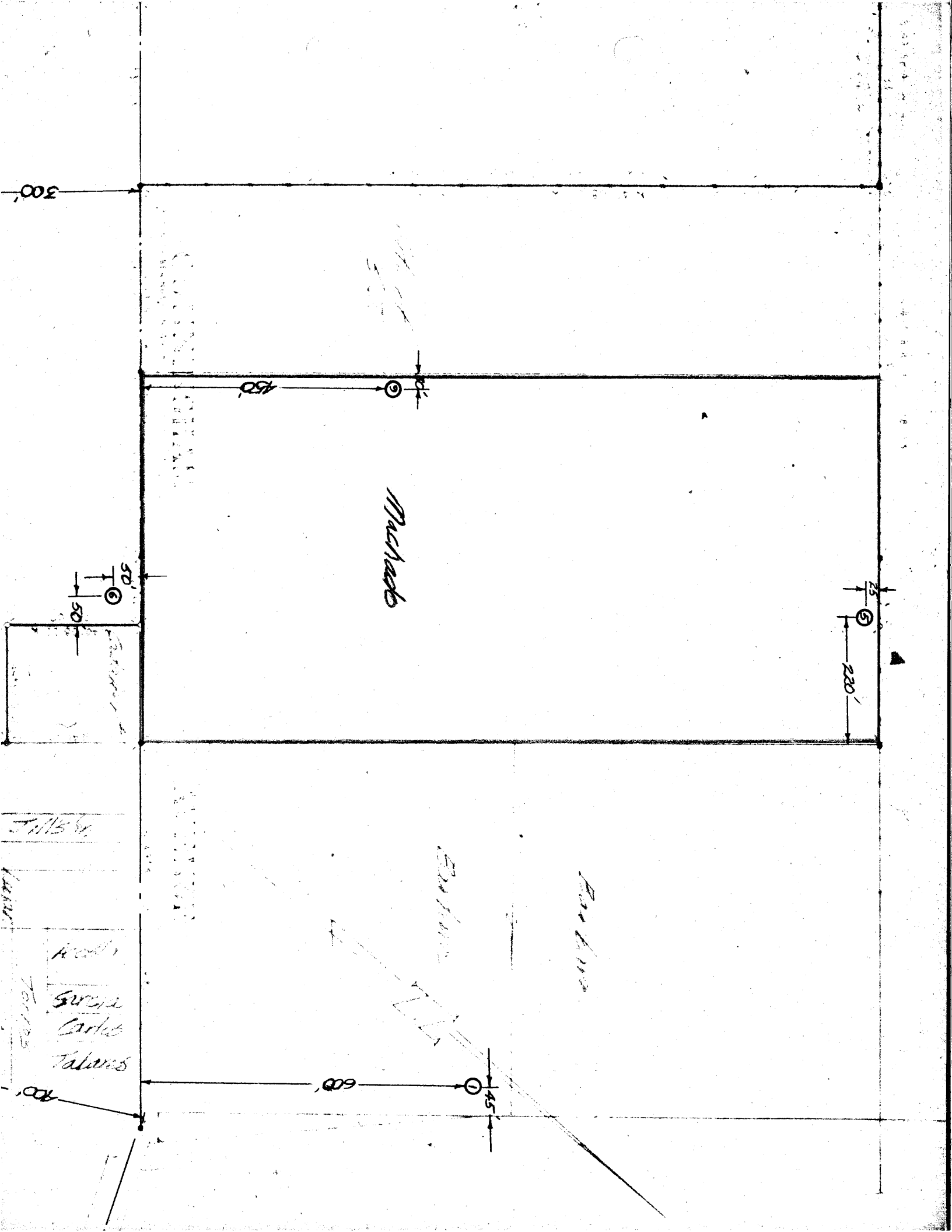
TEMPORARY RIGHT-OF-ENTRY

Permission is hereby granted to the County of Santa Clara or its authorized agents to enter upon the Owner's property for the purpose of drilling test borings in the approximate area as shown outlined on the attached sketch of the property. It is understood that all due care will be exercised in the drilling operations, and the property will be left in substantially the same condition as existed at time of entry.

It is understood and agreed that for consideration of the temporary right-of-entry the County will provide the Owner with a copy of the findings relating to the Owner's property and the location of the borings. In the event of any damage, permission to enter is granted only on the understanding that the County will recompense the Owner to the extent of physical damages to the property, also including damage to any crops thereon.



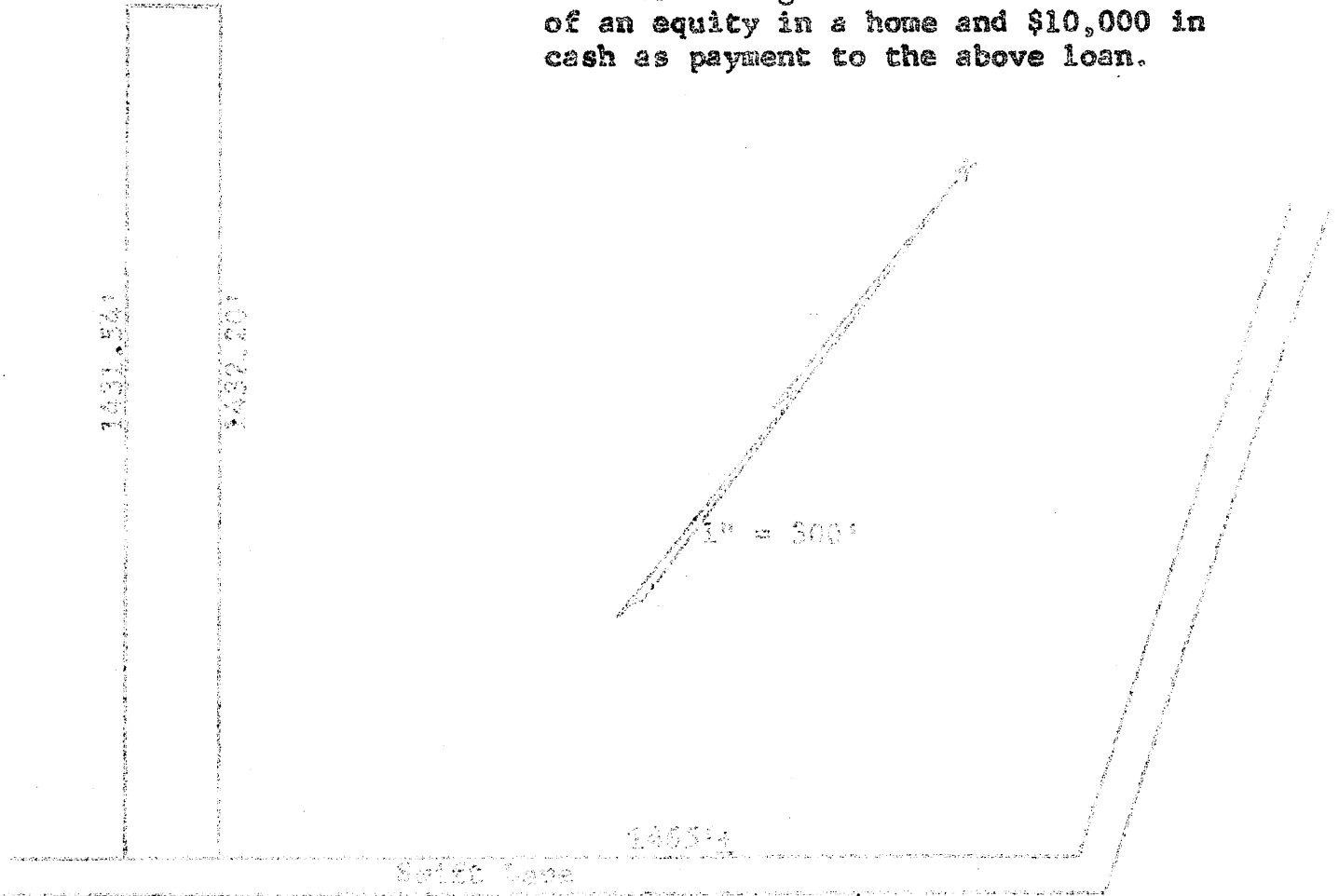
Owner



SALES DATA

#1

GRANTOR: Ben Canille, Jr., etux (CL 1-4052)
 GRANTEE: Roy Gilmore, etux
 BOOK: #3486, Page 693, File No. 2150744
 I. R. S. \$25.85 DATE OF SALE: 3/2/62
 ZONING: R-1 San Jose
 SALE PRICE: \$35,000. TERMS: DT Assumed \$12,000.
 LAND AREA: 5.105 acres
 UNIT VALUE \$7,000/ac
 CONFIRMED: Mr. Koreski, Broker of Regency Realty
 5/24/62
 COMMENTS: Old house included in sale, 3 bedroom.
 No value assigned. There was a trade
 of an equity in a home and \$10,000 in
 cash as payment to the above loan.

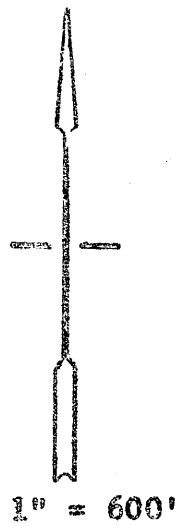
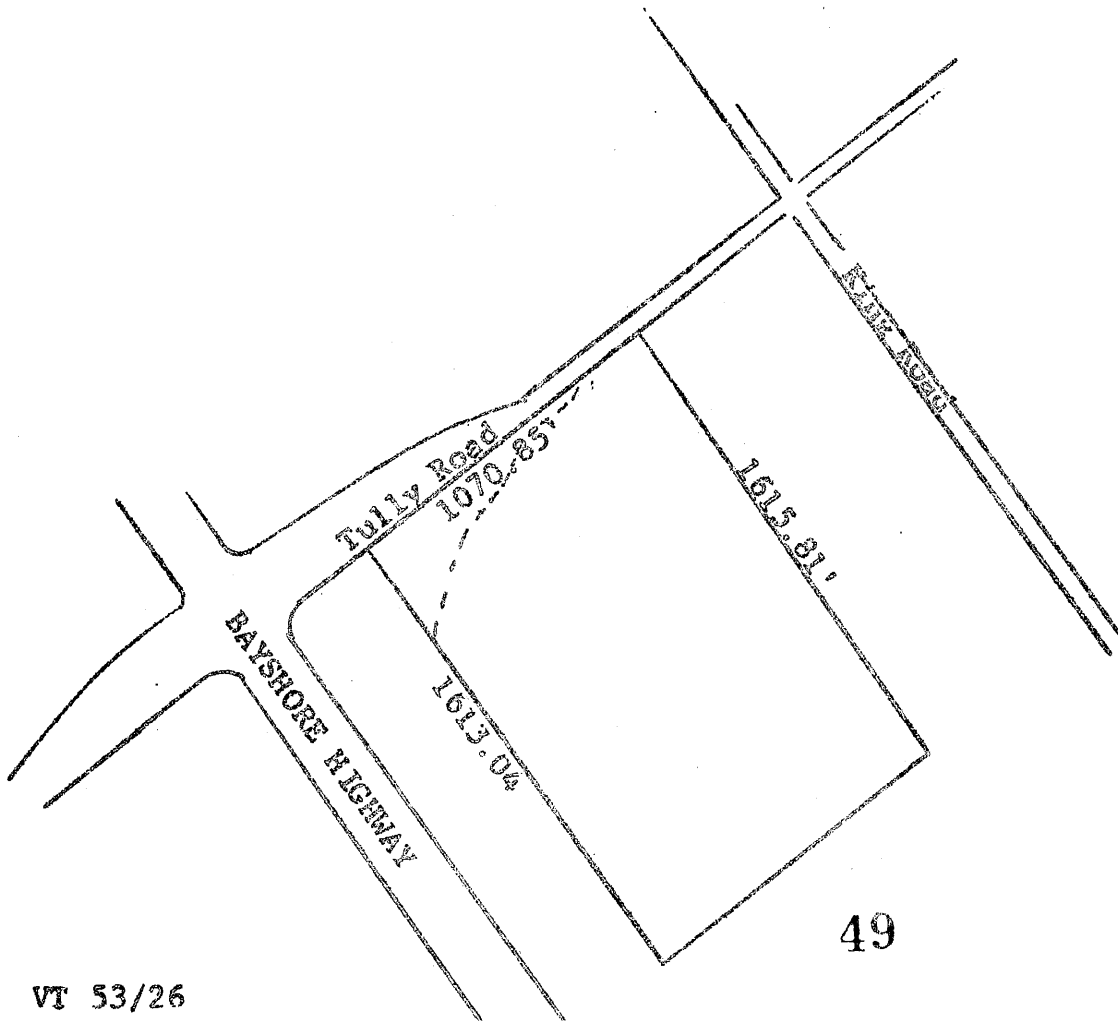


VT 53/4A

SALES DATA

#24

GRANTOR: E. Laninni, etal
 GRANTEE: Guardian Capitol Corporation
 BOOK: #5510, Page 160, File No. 2162006
 I. R. S. \$271.15 DATE OF SALE: 3/22/62
 SALE PRICE: \$250,000.00 ±
 LAND AREA: 39.68 acres
 ZONING: A-2H & R-1 AB 3
 UNIT VALUE: \$6,300/ac
 CONFIRMED: Mr. Laninni 2/6/62
 COMMENTS: This property was optioned in 1959 and Branden paid \$10,000/yr. to comply with the terms of the option. Stenson indicated that the Branden organization intended to develop this R-1. Branden sold state's requirements for Tully interchange for approx. \$8,000/ac.



Machado

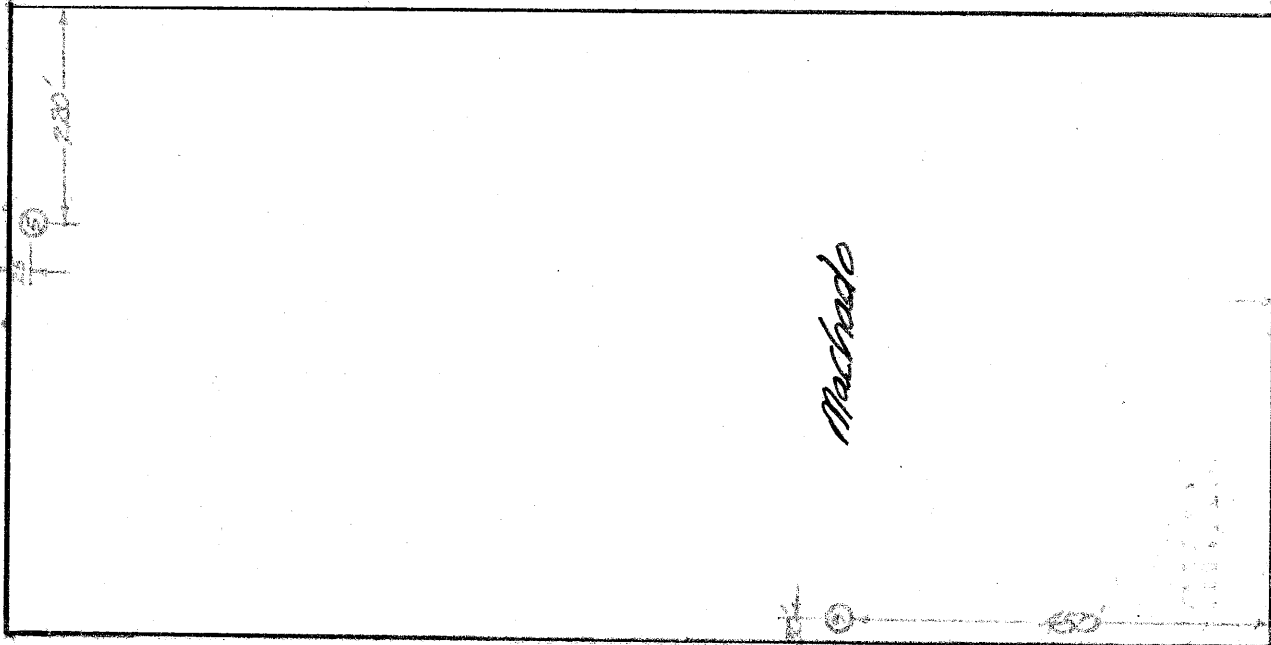
April 20, 1963

TEMPORARY RIGHT-OF-ENTRY

Permission is hereby granted to the County of Santa Clara or its authorized agents to enter upon the Owner's property for the purpose of drilling test borings in the approximate area as shown outlined on the attached sketch of the property. It is understood that all due care will be exercised in the drilling operations, and the property will be left in substantially the same condition as existed at time of entry.

It is understood and agreed that for consideration of the temporary right-of-entry the County will provide the Owner with a copy of the findings relating to the Owner's property and the location of the borings. In the event of any damage, permission to enter is granted only on the understanding that the County will recompense the Owner to the extent of physical damages to the property, also including damage to any crops thereon.

Owner



Machado

5

230'

5

5

Baril

Baril

Baril

Baril

700

300

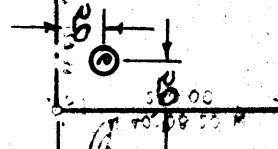
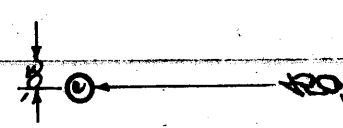
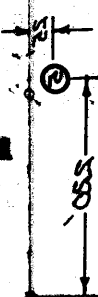
10/10
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10/10

10/10

200 81 1 A B 1 1 A 7

300

COMMISSION



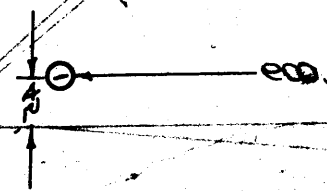
Handwritten notes

Handwritten notes

Handwritten notes

Handwritten notes in a table-like structure:

10/15/20
10/15/20
10/15/20
10/15/20



300

EXHIBIT "A"

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

Beginning at the Northwesterly corner of Lot 10 shown upon the certain map entitled, "Map of the Division of the Fillmore Tract", recorded February 22, 1903, in Book 3 of Maps, page 57, Santa Clara County Records; thence Easterly along the Northernly line of Lots 10 and 11 as shown on said map to the Northeast corner of Lot 11; thence Southerly along the Easterly line of Lot 11 65.00 feet; thence leaving said Easterly line of Lot 11 and proceeding Westerly along a line parallel to the Northernly line of Lots 10 and 11 to a point in the Westerly line of Lot 10; thence Northernly along the Northernly line of Lot 10 to the point of beginning. The herein described lands being therein and hereafter of said Lots 10 & 11.

This parcel of land contains 0.420 acres more or less.

PROOF OF SERVICE

I am and was at the time of the service of the summons,
complaint and lis pendens attached hereto, a citizen of
the United States, over the age of eighteen years, and not a party
to the within entitled action.

I personally served the attached summons, complaint
and lis pendens
on the herein named defendants, whom deponent knew to be the
persons named in the said documents by
delivering to and leaving with _____ said defendant s
personally, at the place hereinafter set forth in the State of
California, County of Santa Clara, and at the time set
opposite their respective names, a copy of said summons
attached to a copy of the complaint referred to in said summons.

Name of Defendants Served	Place Where Served	Date of Service
<u>Edwiges Lozano Torres</u>	<u>San Jose, Calif.</u>	<u>10-17-63</u>
<u>Amelia Torres</u>	<u>San Jose, Calif.</u>	<u>10-14-63</u>

I declare under penalty of perjury that the foregoing is
true and correct. Executed on November 13, 1963, at _____
San Jose, California.

Philip J. Cronin

PROOF OF SERVICE

I am and was at the time of the service of the summons complaint and lis pendens attached hereto, a citizen of the United States, over the age of eighteen years, and not a party to the within entitled action.

I personally served the attached summons, complaint and lis pendens on the herein named defendant ____, whom deponent knew to be the person__ named in the said documents by delivering to and leaving with _____ said defendant__ personally, at the place hereinafter set forth in the State of California, County of Santa Clara, and at the time set opposite his respective name__, a copy of said summons attached to a copy of the complaint referred to in said summons.

Name of Defendants Served	Place Where Served	Date of Service
<u>R. L. Atkinson, Assistant Secretary, City Title Insurance Company, who stated that he was a duly authorized and appointed officer of said company and accepted service</u>	<u>San Jose</u>	<u>11-12-63</u>

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 13, 1963, at San Jose, California.

3 South 7 chree

18
Taken By Bruce Thompson
on 7/12/63

CRUTCHER
(Rothmann)

Reid Hillview
Crutcher
3511-14-18
TI 240596

CERTIFICATE OF ACCEPTANCE
(GOVERNMENT CODE SECTION 27281)

BOOK 6459 PAGE 313

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 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 5th day of March 1964.

By: James J. Hill
Acting Director of Public Works
County of Santa Clara

JRK:o's

2606303 APR 10 64

I.R.S.

Grant Deed Individual

2608203
BOOK 6459 PAGE 312

WM. J. CRUTCHER and FLORENCE O. CRUTCHER,
his wife,

Recorded at the request of
Title Insurance and Trust Company
APR 10 1964
PAUL J. THILM, Recorder,
Santa Clara County, Official Recorder

the first parties, hereby GRANT TO the

COUNTY OF SANTA CLARA,
STATE OF CALIFORNIA

the second party, all that real property situated in the
City of San Jose

County of Santa Clara, State of California, described as follows:

JH

Above space for Recorder

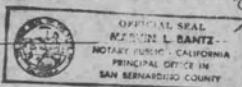
BEGINNING at a point on the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 663.89 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinafter referred to, said point of beginning also being the most Easterly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Pedro A. Gutierrez, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 223; thence along the center line of Swift Avenue, South 28° 44' East 90.11 feet to the most Northerly corner of that certain 1.17 acre tract of land conveyed by Anton J. Bondesen, et ux, to Frank Cabrera, et ux, by Deed dated March 1, 1948 and recorded March 30, 1948 in Book 1589 of Official Records, page 303; thence leaving the center line of Swift Avenue and running along the Northwesternly line of said 1.17 acre tract of land so conveyed to Cabrera, South 49° 51' West 560.43 feet to an iron pipe set at the most Westerly corner thereof on the Southwesterly line of Lot 39, as shown upon the Map hereinafter referred to; thence along the Southwesterly line of said Lot 39, North 40° 09' West 94.21 feet to an iron pipe set at the most Southerly corner of said 1.17 acre tract of land conveyed to Gutierrez; thence along the Southeasterly line of said 1.17 acre tract, North 49° 51' East 579.05 feet to the point of beginning and being a portion of Lots 39 and 40, as shown upon the Map of the Subdivision of the Fillmore Tract, which was filed for record on February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57.

WITNESS Our hand this Seventh day of February, 1964

Wm. J. Crutcher
WM. J. CRUTCHER
Florence O. Crutcher
FLORENCE O. CRUTCHER

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA
On this 7th day of February, 1964, before me, Marvin L. Bantz
a Notary Public in and for said County and State, personally appeared Wm. J. Crutcher and Florence O. Crutcher

he the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they known to me to executed the same.



Marvin L. Bantz
Notary Public
My Commission Expires Oct. 17, 1967

2608203 APR 10 64



TO 444 C

(Attorney in Fact)

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

On June 17, 1964

BOOK 6551 PAGE 462

(T)

signed, a Notary Public in and for said State, personally appeared
AMELIA TORRES before me, the under

known to me to be the person whose name is
subscribed to the within instrument, as the Attorney in fact of
EDWIGES LOZANO TORRES

and acknowledged to me that she subscribed the name of
principal, and her own name as Attorney in fact,
WITNESS my hand and official seal,
EDWIGES LOZANO TORRES

Signature: G.W. Hale
Name (Typed or Printed)
G.W. HALE

Notary Public in and for said State

24

STAPLE HERE

2652055 JUN 22 64

I.R.S.

Grant Deed Individual

EDWIGES LOZANO TORRES and AMELIA TORRES,
his wife

the first part ies , hereby GRANT TO

SANTA CLARA COUNTY

the second part y , all that real property situated in the

County of Santa Clara, State of California, described as follows:

Above space for Recorder

Application No. 240583

A

EXHIBIT A

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

PORTION of Lot 40 as said Lot is shown upon that certain Map entitled, "Map of Subdivision of the Fillmore Tract", which Map was recorded February 14, 1888 in the office of the Recorder of the County of Santa Clara, State of California, in Book C of Maps, page 57, and more particularly described as follows:

Beginning at a point in the center line of Swift Avenue, 60 feet wide, distant thereon South 28° 44' East 158.77 feet from the point of intersection of said center line of Swift Avenue with the centerline of Cunningham Avenue, 60 feet wide, as said Avenues are shown upon the Map hereinabove referred to; thence running along said center line of Swift Avenue South 28° 44' East 64.76 feet to the most Northwesterly corner of the parcel of land conveyed by Carlos Franco, et ux, to Artemio Castro, et ux, by Deed recorded January 12, 1951 in Book 2132 of Official Records, page 540, Santa Clara County Records, thence leaving said line of Swift Avenue and running along the Northwesterly line of said Castro Parcel South 49° 51' West 336.62 feet to a point in the line dividing Lots 39 and 40 as shown upon the Map hereinabove referred to; thence along said dividing line North 40° 09' West 63.48 feet to a point in said dividing line which bears South 40° 08' East 165.16 feet from the point of intersection of said dividing line with the said center line of Cunningham Avenue hereinabove referred to; thence parallel with the said center line of Cunningham Avenue North 49° 51' East 349.44 feet to the point of beginning.

WITNESS hand this day of , 19
Signed and delivered
in the presence of: _____

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } ss.

On this day of , 19 , before me,
a Notary Public in and for said County and State, personally appeared

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

Notary Public

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 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 16th day of June 1964.

By: James F. Bell
~~acting~~ Director of Public Works
County of Santa Clara

JRK:o's

24

2652055
Application No. 240583 ew

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2652055

I.R.S.
\$7.15



Grant Deed Individual

EDWIGES LOZANO TORRES and AMELIA TORRES,
his wife, joint tenants,

the first part i.e.s, hereby GRANT TO
the COUNTY OF SANTA CLARA, STATE OF
CALIFORNIA

the second part y, all that real property situated in the

County of Santa Clara, State of California, described as follows:

BOOK 6551 PAGE 461
Received at the request of
Title Insurance and Trust Company
JUN 22 1964
PAUL R. TEILH, Recorder
Santa Clara County, Official Use
Above space for Recorder

DA

PORTION of Lot 40 as said Lot is shown upon that certain Map entitled "Map of Subdivision of the Fillmore Tract" which Map was recorded February 14, 1888 in the Office of the Recorder of the County of Santa Clara, State of California, in Volume "C" of Maps, page 57, and more particularly described as follows:

BEGINNING at a point in the center line of Swift Avenue, 60 feet wide, distant thereon S. 28° 44' E. 158.77 feet from the point of intersection of said center line of Swift Avenue with the center line of Cunningham Avenue, 50 feet wide, as said Avenues are shown upon the recorded Map hereinafter referred to; thence running along said center line of Swift Avenue S. 28° 44' E. 64.76 feet; to the most Northwesterly corner of the parcel of land conveyed by Carlos Franco, et ux, to Artemo Castro, et ux, by Deed recorded January 12, 1951 in Book 2132, page 540 Official Records; thence leaving said center line of Swift Avenue and running along the Northwesterly line of said Castro parcel S. 49° 51' W. 336.62 feet to a point in the line dividing Lots 39 and 40 as shown upon the Map hereinafter referred to; thence along said dividing line N. 40° 09' W. 63.48 feet to a point in said dividing line which bears S. 40° 09' E. 165.15 feet from the point of intersection of said dividing line with the said center line of Cunningham Avenue, hereinabove referred to; thence parallel with the said center line of Cunningham Avenue N. 49° 51' E. 349.44 feet to the point of beginning.

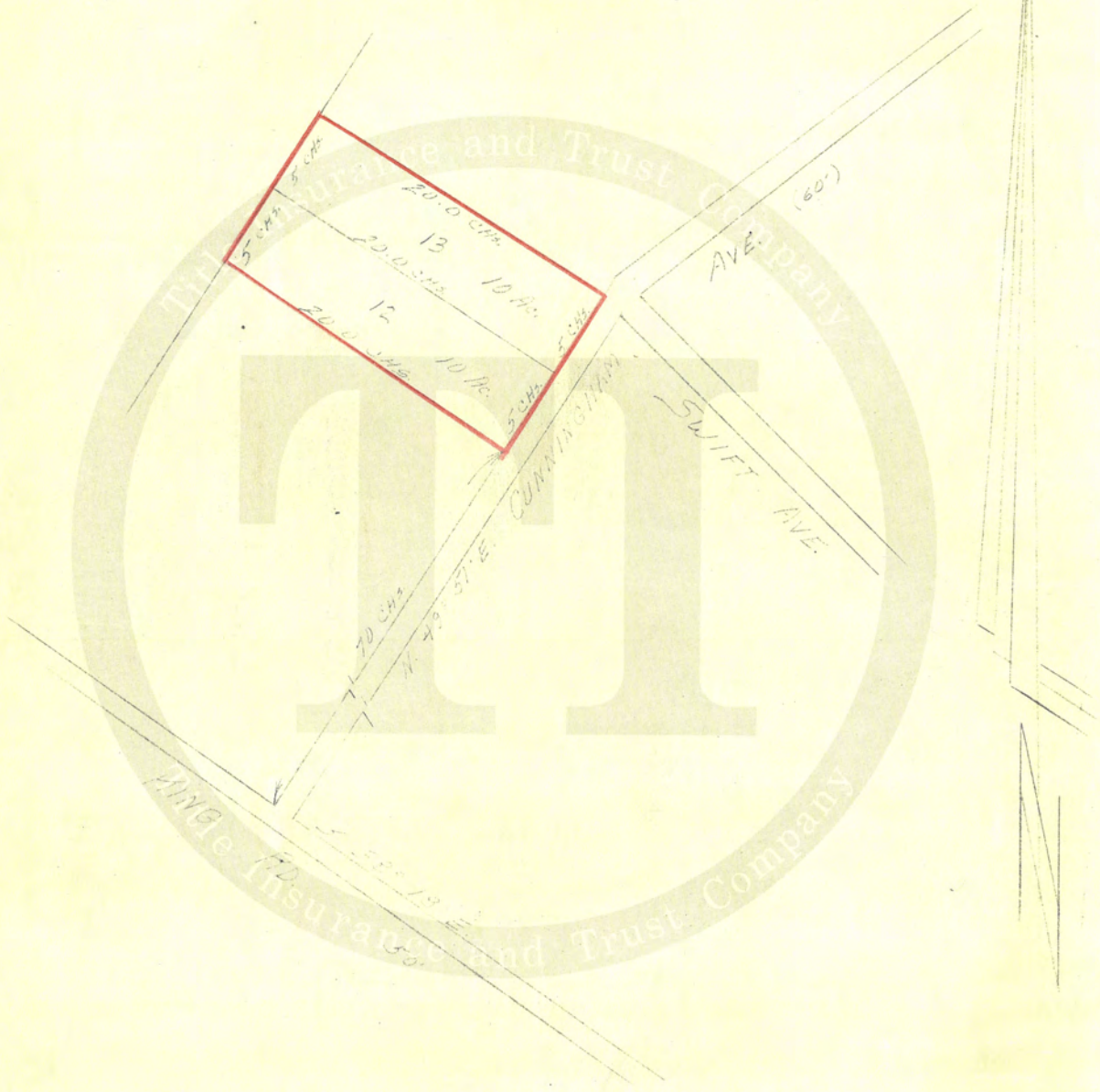


WITNESS OUR hand S this 17th

day of June 19 64.

Edwiges Lozano Torres
EDWIGES LOZANO TORRES
By his Attorney in Fact:

Amelia Torres
AMELIA TORRES
Amelia Torres
AMELIA TORRES



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