

**LOCAL AGENCY FORMATION COMMISSION
SANTA CLARA COUNTY**

County Government Center, 11th Floor, East Wing
70 West Hedding Street, San Jose, CA 95110
(408) 299-3800 FAX 295-1613
Neelima Palacherla, Executive Director

COMMISSIONERS: BLANCA ALVARADO, LINDA LEZOTTE, DONALD F. GAGE,
SUSAN VICKLUND WILSON
ALTERNATES: CHUCK REED, PATRICIA FIGUEROA, PETE McHUGH,
MARY LOU ZOGLIN
CHAIRPERSON: SUZANNE JACKSON

REGULAR MEETING
Wednesday, February 14, 2001
1:15 p.m.

CHAMBERS OF THE BOARD OF SUPERVISORS
70 West Hedding Street, First Floor
San Jose, CA 95110

The items marked with an asterisk (*) are included in the Consent Agenda and will be taken in one motion. At the beginning of the meeting, anyone who wants to discuss a consent item should make a request to remove that item from the Consent Agenda.

If you wish to participate in the following proceedings, you are prohibited from making a campaign contribution of more than \$250 to any commissioner or alternate. This prohibition begins on the date you begin to actively support or oppose an application before LAFCO and continues until three months after a final decision is rendered by LAFCO. No commissioner or alternate may solicit or accept a campaign contribution of more than \$250 from you or your agent during this period if the commissioner or alternate knows, or has reason to know, that you will participate in the proceedings.

If you or your agent have made a contribution of more than \$250 to any commissioner or alternate during the twelve (12) months preceding the decision, in the proceeding that commissioner or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the commissioner or alternate returns the campaign contribution within thirty (30) days of learning both about the contribution and the fact that you are a participant in the proceedings.

1. **ROLL CALL**

2. **PUBLIC PRESENTATIONS**

This portion of the meeting is reserved for persons desiring to address the Commission on any matter not on this agenda. Speakers are limited to ONE minute. All statements that require a response will be referred to staff for reply in writing.

3. WELCOME NEW COMMISSIONER
4. APPOINTMENT OF NEW CHAIRPERSON AND VICE CHAIRPERSON
5. APPROVE MINUTES OF DECEMBER 13, 2000
- *6 APPROVE CONSENT CALENDAR
- *6.1 CUPERTINO SANITARY DISTRICT ANNEXATION – REGNART NO. 3

A request to consider annexation to the Cupertino Sanitary District of 2.51 acres north side of Regnart Road between Regnart Road and Canyon View Creek.

Possible Action: Approve annexation to Cupertino Sanitary District subject to terms and conditions.
- *6.2 CUPERTINO SANITARY DISTRICT ANNEXATION – PROSPECT/HANSEN

A request to consider annexation to the Cupertino Sanitary District of 3.0 acres on the west side of Prospect Road adjacent to Blue Hills Lane.

Possible Action: Approve annexation to Cupertino Sanitary District subject to terms and conditions.
7. PUBLIC HEARINGS
- 7.1 MINOR URBAN SERVICE AREA (USA) AND SPHERE OF INFLUENCE (SOI) AMENDMENT AND VISTA GRANDE AVENUE 00-01 ANNEXATION TO THE CITY OF LOS ALTOS

A request to consider City of Los Altos Urban Service Area (USA) and Sphere of Influence (SOI) Amendment and Reorganization designated as "Vista Grande Avenue 00-1."

Possible Action: Consider request for USA/SOI amendment, reorganization, and staff recommendation.
- 7.2 OUT-OF-AGENCY SEWER SERVICE, MORA DRIVE SEWER PROJECT, TOWN OF LOS ALTOS HILLS

A request for out-of-agency extension of sewer service by the Town of Los Altos Hills to 28 properties on Mora Drive in the unincorporated area within the Town's sphere of influence.

Possible Action: Consider request for extension of sewer service and staff recommendation.

8. PROPOSED FY 2001-2002 LAFCO BUDGET
Possible Action: Adopt Proposed Fiscal Year 2001-2002 LAFCO Budget.

9. CONTRIBUTIONS AND LOBBYING DISCLOSURE REQUIREMENTS
Possible Action: Consider staff recommendation for adoption/ consideration of contributions and lobbying disclosure requirements.

10. EXECUTIVE DIRECTOR'S REPORT
 - A. One-Day Workshop for Commissioners Regarding Implementation of Cortese-Knox-Hertzberg Act, at the Sacramento Convention Center on March 28, 2001.

 - B. CALAFCO Clerks Conference 2001 in San Francisco
Possible Action: Authorize LAFCO Clerk to attend the CALAFCO Cortese-Knox-Hertzberg Act Workshop and authorize travel expenses funded by LAFCO budget.

 - C. Morgan Hill Unified School District (MHUSD) Update, (Information only).

11. ADJOURN - Adjourn to the next regular business meeting on April 11, 2001.

Note: Commissioners, upon receipt of this agenda, please contact Ruth Marston, LAFCO Clerk at (408) 299-4321 Ext. 5613 if you are unable to attend the LAFCO meeting.

In compliance with the Americans with Disabilities Act, those requiring accommodation for this meeting should notify the Clerk of the Board's Office 24 hours prior to the meeting at (408) 299-4321, TDD (408) 993-8272.

For Information Only
Annotated Agenda
(Re. Action Taken @ February 14, 2001 LAFCO Meeting)

LOCAL AGENCY FORMATION COMMISSION
SANTA CLARA COUNTY

REGULAR MEETING
Wednesday, February 14, 2001
1:15 p.m.

CHAMBERS OF THE BOARD OF SUPERVISORS
70 West Hedding Street, First Floor
San Jose, CA 95110

1. ROLL CALL - *A quorum is present.*
2. PUBLIC PRESENTATIONS - *None.*
3. WELCOME NEW COMMISSIONER - *Chairperson Jackson welcomes Linda LeZotte.*
4. APPOINTMENT OF NEW CHAIRPERSON AND VICE CHAIRPERSON
 - *The Chairperson appointed is Commissioner Gage, and the Vice Chairperson appointed is Commissioner LeZotte.*
5. APPROVE MINUTES OF DECEMBER 13, 2000 - *Approved as submitted.*
- *6 APPROVE CONSENT CALENDAR
- *6.1 CUPERTINO SANITARY DISTRICT ANNEXATION - REGNART NO. 3
 - *Approved the annexation of 2.51 acres on the north side of Regnart Road between Regnart Road and Canyon View Circle into the Cupertino Sanitary District, subject to terms and conditions.*
- *6.2 CUPERTINO SANITARY DISTRICT ANNEXATION - PROSPECT/HANSEN
 - *Approved the annexation of 3.0 acres on the west side of Prospect Road adjacent to Blue Hills Lane into the Cupertino Sanitary District, subject to terms and conditions.*

Hand-delivered
to N.P.
4:48 pm
4/9/01

7. PUBLIC HEARINGS
- 7.1 MINOR URBAN SERVICE AREA (USA) AND SPHERE OF INFLUENCE (SOD) AMENDMENT AND VISTA GRANDE AVENUE 00-01 ANNEXATION TO THE CITY OF LOS ALTOS
 - *Approved the minor USA and SOI amendment; and annexation of a 0.394 acre parcel on Vista Grande Avenue into the City of Los Altos with a simultaneous detachment from the City of Mountain View.*
- 7.2 OUT-OF-AGENCY SEWER SERVICE, MORA DRIVE SEWER PROJECT, TOWN OF LOS ALTOS HILLS
 - *Approved continuance of this item to the April 11, 2001 meeting and directed staff to forward a letter to the Town of Los Altos Hills regarding amendment to the master agreement and health issues in the proposed annexation area.*
8. PROPOSED FY 2001-2002 LAFCO BUDGET
 - *Adopted the Proposed Fiscal Year 2001-2002 LAFCO Budget.*
9. CONTRIBUTIONS AND LOBBYING DISCLOSURE REQUIREMENTS
 - *Approved the staff recommendation.*
10. EXECUTIVE DIRECTOR'S REPORT
 - A. One-Day Workshop for Commissioners Regarding Implementation of Cortese-Knox-Hertzberg Act, at the Sacramento Convention Center on March 28, 2001.
 - *For Information only.*
 - B. CALAFCO Clerks Conference 2001 in San Francisco
 - *Authorized LAFCO Clerk to attend the CALAFCO Cortese-Knox-Hertzberg Act Workshop and authorized travel expenses funded by LAFCO budget.*
 - C. Morgan Hill Unified School District (MHUSD) Update, (Information only).
 - *The LAFCO Executive Director provided a brief update.*
11. ADJOURN – *The meeting adjourned at 2:23 p.m.*

COUNTY OF SANTA CLARA
LOCAL AGENCY FORMATION COMMISSION
REPORT OF THE EXECUTIVE DIRECTOR

DESIGNATION: **Cupertino Sanitary District Annexation – Prospect/Hansen**

Type of Application: **Annexation**

Filed by: **Petition, 100% Consent by Landowners**

LAFCO Date: **February 14, 2001**

LAFCO Agenda No. **6.1**

1. REVIEW OF PROPOSAL

a. Acreage and location: **3.0 acres on the west side of Prospect Road adjacent to Blue Hills Lane.**

- Conform to Urban Service Area X / ___
Yes No

b. Effect on community services:

___ Provision of all municipal/district services

- Create island, corridor or strip X / ___
Yes No

___ Municipal/district services not provided as follows: _____

- Conforms to road policy **N/A**

___ Detachment from: _____

- Conforms to lines of assessment X / ___
(if no, explain) Yes No

___ School District Impact Report

___ County Transit Impact Report

e. Present land use: **single-family residence.**

c. Inhabited ___ Uninhabited X

f. Proposed land use: **single-family residence.**

d. Boundaries:

- Definite and Certain X / ___
Yes No

g. Involves prime agricultural or Williamson Act land: **No.**

h. Protest proceedings required ___ / X
Yes No

2. ENVIRONMENTAL REVIEW OF PROPOSAL

X Annexation is categorically exempt from provisions of CEQA.

Class exemption: **Class 19, Section 15319(a) and Section 15319(b).**

___ The City has rezoned the territory and, as Lead Agency for the environmental review of the annexation, has completed an Initial Study and Negative Declaration/Final EIR (copy attached) which in LAFCO staffs' opinion does/does not adequately address LAFCO regional concerns.

___ LAFCO is the Lead Agency for the environmental review of this annexation and staff has prepared the attached Negative Declaration/Draft EIR for your review and adoption.

3. SUGGESTED CONDITIONS OR OTHER COMMENTS: refer to Exhibit C.

4. PROTESTS: None.

5. RECOMMENDATIONS:

1. **Approve annexation to Cupertino Sanitary District subject to terms and conditions as indicated in Exhibit C.**

By: Neelima Palacherla
Neelima Palacherla,
Executive Director Rm

Date: 2/9/01

County of Santa Clara

Environmental Resources Agency
Planning Office

County Government Center, East Wing, 7th Floor
70 West Hedding Street
San Jose, California 95110-1705
(408) 299-2454 FAX (408) 288-9198
www.sccplanning.org



Prepared by: Colleen Oda
Approved by: Hugh Graham *HAG*
Date prepared: January 23, 2001

Hearing Date: February 14, 2001

To: The Santa Clara County Local Agency Formation Commission
From: Santa Clara County Planning Office
Subject: **CUPERTINO SANITARY DISTRICT ANNEXATION -
PROSPECT/HANSEN**

Recommended Environmental Action:

Approve Categorical Exemption. The project is categorically exempt from the requirements of CEQA.

Reasons for Recommendation:

The project is exempt under CEQA Class 19, Section 15319 (a) and Section 15319 (b) that states:

Section 15319 (a): Annexations to a city or special district of areas containing existing public or private structures developed to the density allowed by the current zoning or pre-zoning of either the gaining or losing environmental agency whichever is more restrictive, provided, however, that the extension of utility services to the existing facilities would have a capacity to serve only the existing facilities.

Section 15319 (b): Annexations of individual small parcels of the minimum size for facilities exempted by Section 15303, New Construction or Conversion of Small Structures.

Cupertino Sanitary District proposes to annex one parcel totaling 3 acres located on the west side of Prospect Road between Blue Hills Lane and Canyon View Circle in the City of Cupertino. The existing single-family residence on the site is currently being remodeled. The property, at 21401 Prospect Road, wants to abandon their septic system and connect to sewer through the Cupertino Sanitary District.

Regarding the annexation into the Cupertino Sanitary District, the parcel at 21401 Prospect Road is zoned RHS-d1, residential hillside with a one gross acre minimum lot size, variable slope density and design review requirements. The property is under the sphere of influence and urban service area of the city of Saratoga, in an unincorporated pocket within the County of Santa Clara and is not eligible for further subdivision. The proposed annexation to Cupertino Sanitary District is thus exempt from CEQA because the special district annexation meets the requirements of the Class 19 exemption.

EXHIBIT A

Description of Territory to be Annexed to Cupertino Sanitary District

PROSPECT-HANSEN December 2000

All of that certain property situate in the County of Santa Clara, State of California and being a portion of Lot 4 as shown upon that certain Map entitled, "Amended Map of the Subdivision of the Farr Ranch", which map was filed on July 26, 1907 in Book L of Maps, at Page 90, Santa Clara County Records, described as follows:

BEGINNING at a point in the boundary of the Cupertino Sanitary District as defined by the annexation to the Cupertino Sanitary District titled "Blue Hills No. 1", the Resolution for said annexation being recorded in Book 7585 at page 105 of Official Records, Santa Clara County, said point also being the Southerlymost corner of that certain 1.24-acre parcel shown as Parcel A of the Record of Survey recorded October 27, 1960 in Book 126 of Maps at Page 55, Official Records, in the Office of the County Recorder of Santa Clara County, California; thence along said boundary of the said annexation and the annexation to the Cupertino Sanitary District titled, "Blue Hills No. 2", being recorded in Book J998 at Page 2208 of Official Records, Santa Clara County, N60°32'00"W 260.30 feet; thence S75°58'00"W 182.60 feet; thence leaving said boundary of the Cupertino Sanitary District and proceeding S05°32'00"W 223.73 feet; thence S60°32'00"E 523.33 feet to the centerline of Prospect Road (formerly Farr Road) and the boundary of the Cupertino Sanitary District as defined by the annexation titled, "Prospect No. 1", as annexed by the Board of Supervisors of Santa Clara County by Resolution adopted February 27, 1961; thence proceeding along said boundary and said centerline N46°39'44"E 83.74 feet; thence leaving said boundary and proceeding N60°32'00"W 246.09 feet; thence N29°28'00"E 250.19 feet to the Point of **BEGINNING**.

Containing 3.002 acres more or less and consisting of a portion of Lot 4 as shown upon the above-mentioned Map.

APN 366-06-010
J:\obs\hansen\exh-a.doc



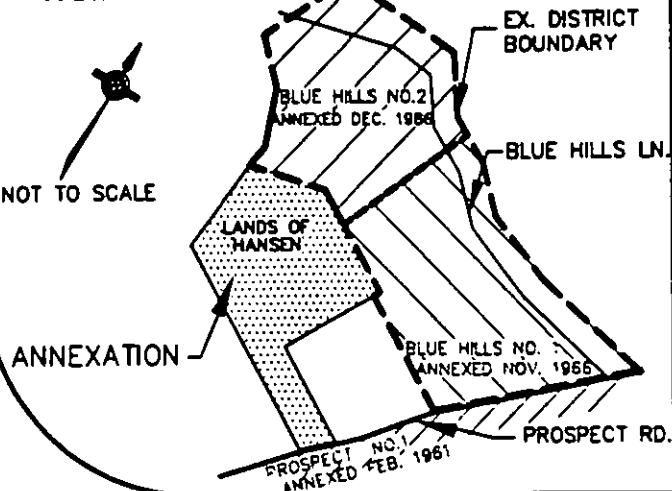


SCALE: 1"=80'

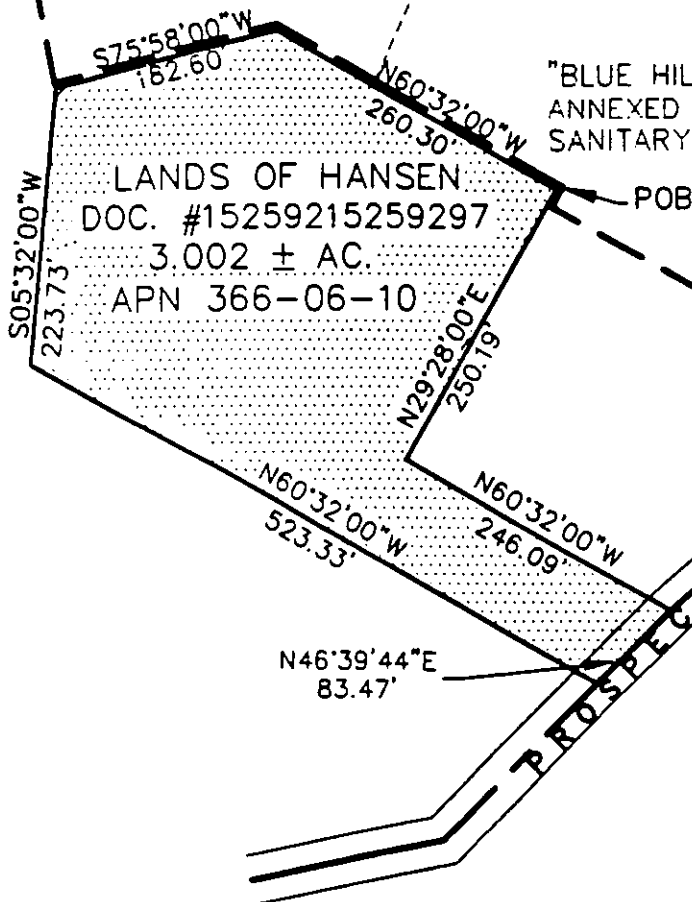
"BLUE HILLS NO. 2"
ANNEXED TO CUPERTINO
SANITARY DISTRICT
DEC. 1986

VICINITY MAP

NOT TO SCALE



"BLUE HILLS NO. 1"
ANNEXED TO CUPERTINO
SANITARY DISTRICT NOV. 1966



LANDS OF HANSEN
DOC. #15259215259297
3.002 ± AC.
APN 366-06-10

POB



"PROSPECT NO. 1"
ANNEXED TO CUPERTINO SANITARY
DISTRICT BY SANTA CLARA COUNTY
BOARD OF SUPERVISORS RESOLUTION
ADOPTED FEBRUARY 27, 1961

LEGEND

- EXISTING BOUNDARY OF THE CUPERTINO SANITARY DISTRICT
- BOUNDARY LINE OF ANNEXATION TO CUPERTINO SANITARY DISTRICT

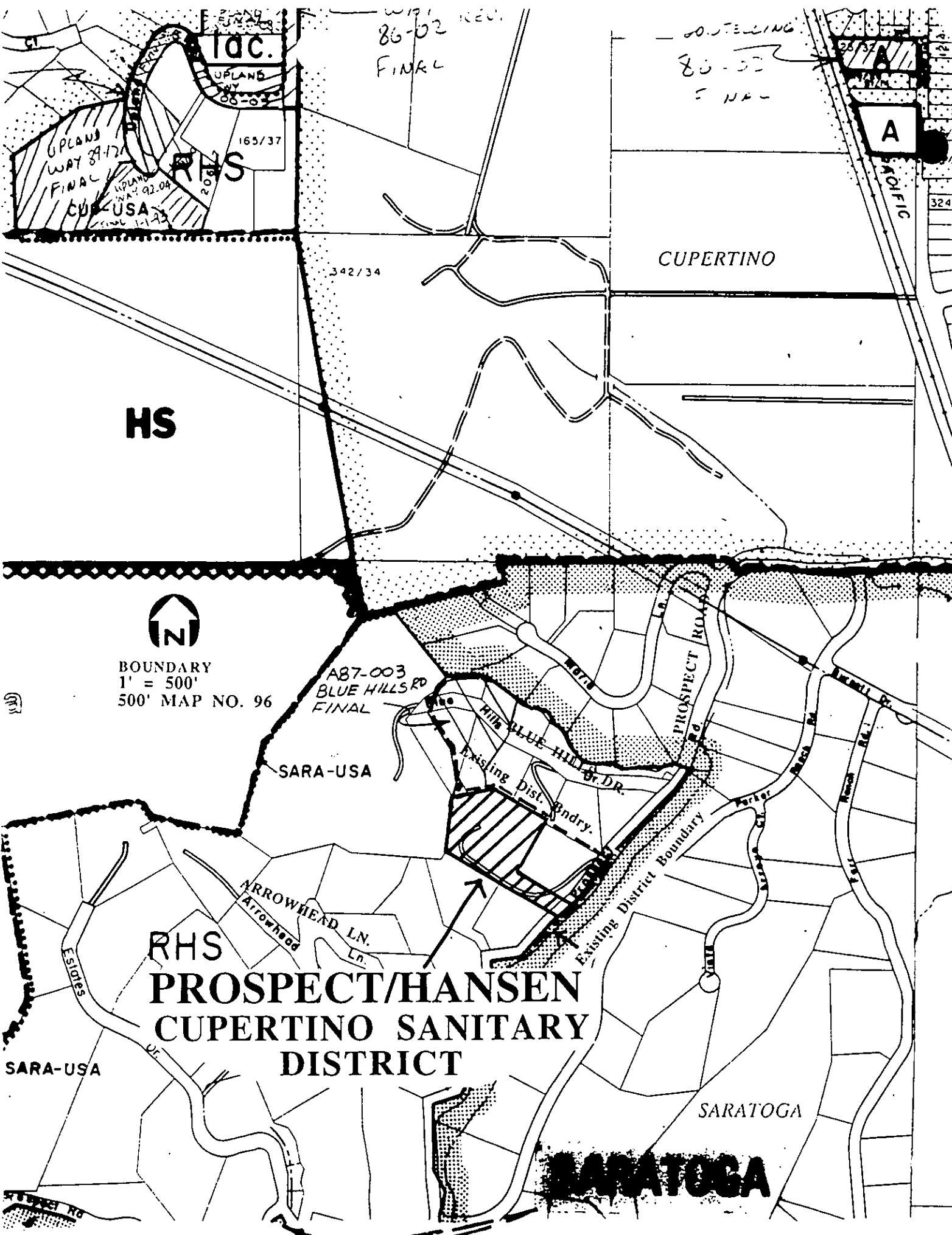
ACREAGE: 3.002 ± ACRES

ANNEXATION TO CUPERTINO SANITARY DISTRICT PROSPECT-HANSEN DECEMBER 2000

MARK THOMAS & CO., INC.

DISTRICT MANAGER-ENGINEER
20065 STEVENS CREEK BLVD.
CUPERTINO, CALIFORNIA

EXHIBIT B



BOUNDARY
 1" = 500'
 500' MAP NO. 96

**RHS
 PROSPECT/HANSEN
 CUPERTINO SANITARY
 DISTRICT**

- 1. Garden Great Ct.
- 2. Garden Terrace Dr.
- 3. Garden Ln.
- 4. Garden Terrace Dr.
- 5. Garden Great Ct.
- 6. Garden Terrace Dr.
- 7. Garden Ln.
- 8. Garden Terrace Dr.
- 9. Garden Great Ct.
- 10. Brisbane Ct.

86-02
 FINAL

86-02
 FINAL

UPLAND WAY 89-12
 FINAL
 UPLAND WAY 92-04
 FINAL
 UPLAND WAY 101-23
 FINAL

HS

CUPERTINO

A

342/34



SARA-USA

A87-003
 BLUE HILLS RD
 FINAL

SARA-USA

SARATOGA

SARATOGA

Streets)

**TERMS AND CONDITIONS FOR ANNEXATION TO
CUPERTINO SANITARY DISTRICT**

The annexation shall be subject to the following terms and conditions:

1. In the event that pursuant to rules, regulations or ordinances of the District, as now or hereafter amended, the District shall require any payment of a fixed or determinable amount of money either as a lump sum or in installments, for the acquisition, transfer, use or right of use of all or any part of the existing property, real or personal, of the District, such payment will be made to the District in the manner and at the time as provided by the rules, regulations or ordinances of the District as now or hereafter amended.

2. Upon and after the effective date of said annexation, the Territory, all inhabitants within such Territory, and all persons entitled to vote by reason of residing or owning land within the Territory shall be subject to the jurisdiction of the District, shall have the same rights and duties as if the Territory had been a part of the District upon its original formation, shall be liable for the payment of principal, interest and any other amounts which shall become due on account of any outstanding or then authorized but thereafter issued bonds, including revenue bonds, or other contracts or obligations of the District and shall be subject to the levying or fixing and collection of any and all taxes, assessments, service charges, rentals or rates as may be necessary to provide for such payment; and shall be subject to all of the rates, rules, regulations and ordinances of the District, as now or hereafter amended.

EXHIBIT "C"

COUNTY OF SANTA CLARA
LOCAL AGENCY FORMATION COMMISSION

REPORT OF THE EXECUTIVE DIRECTOR

DESIGNATION: **Cupertino Sanitary District Annexation – Regnart No. 3**

Type of Application: **Annexation** Filed by: **Petition, 100% Consent by Landowners**

LAFCO Date: **February 14, 2001** LAFCO Agenda No. **6.2**

1. REVIEW OF PROPOSAL

a. Acreage and location: **2.51 acres on the north side of Regnart Road between Regnart Road and Canyon View Creek**

- Conform to Urban Service Area X /
Yes No

- Create island, corridor or strip X /
Yes No

b. Effect on community services:

Provision of all municipal/district services

- Conforms to road policy N/A

Municipal/district services not provided as follows: _____

- Conforms to lines of assessment X /
(if no, explain) Yes No

Detachment from: _____

School District Impact Report

County Transit Impact Report

e. Present land use: **vacant.**

f. Proposed land use: **single-family residence.**

c. Inhabited Uninhabited X

g. Involves prime agricultural or Williamson Act land: **No.**

d. Boundaries:

- Definite and Certain X /
Yes No

h. Protest proceedings required / X
Yes No

2. ENVIRONMENTAL REVIEW OF PROPOSAL

X Annexation is categorically exempt from provisions of CEQA.

Class exemption: **Class 19, Section 15319(a) and Section 15319(b).**

The City has rezoned the territory and, as Lead Agency for the environmental review of the annexation, has completed an Initial Study and Negative Declaration/Final EIR (copy attached) which in LAFCO staffs' opinion does/does not adequately address LAFCO regional concerns.

LAFCO is the Lead Agency for the environmental review of this annexation and staff has prepared the attached Negative Declaration/Draft EIR for your review and adoption.

3. SUGGESTED CONDITIONS OR OTHER COMMENTS: refer to Exhibit C.

4. PROTESTS: None.

5. RECOMMENDATIONS:

1. Approve Regnart No. 3 annexation to Cupertino Sanitary District subject to terms and Conditions as indicated in Exhibit C and conditioned upon recordation of Regnart No. 2.

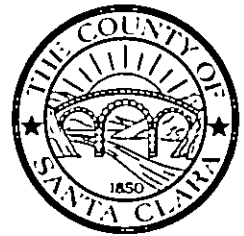
By: Neelima Palacherla
Neelima Palacherla,
Executive Director *Em*

Date: 2/9/01

County of Santa Clara

Environmental Resources Agency
Planning Office

County Government Center, East Wing, 7th Floor
70 West Hedding Street
San Jose, California 95110-1705
(408) 299-2454 FAX (408) 288-9198
www.secplanning.org



Prepared by: Colleen Oda
Approved by: Hugh Graham *HG*
Date prepared: January 23, 2001

Hearing Date: February 14, 2001

To: The Santa Clara County Local Agency Formation Commission
From: Santa Clara County Planning Office
Subject: CUPERTINO SANITARY DISTRICT ANNEXATION - REGNART NO. 3

Recommended Environmental Action:

Approve Categorical Exemption. The project is categorically exempt from the requirements of CEQA.

Reasons for Recommendation:

The project is exempt under CEQA Class 19, Section 15319 (a) and Section 15319 (b) that states:

Section 15319 (a): Annexations to a city or special district of areas containing existing public or private structures developed to the density allowed by the current zoning or pre-zoning of either the gaining or losing environmental agency whichever is more restrictive, provided, however, that the extension of utility services to the existing facilities would have a capacity to serve only the existing facilities.

Section 15319 (b): Annexations of individual small parcels of the minimum size for facilities exempted by Section 15303, New Construction or Conversion of Small Structures.

Cupertino Sanitary District proposes to annex one parcel totaling 2.51 acres located on the north side of Regnart Canyon Road between Regnart Road and Canyon View Circle in the City of Cupertino. A new single-family residence is currently being constructed on the site. The property located at 22350 Regnart Canyon Road wants to abandon their septic system and connect a new residence to the sewer through the Cupertino Sanitary District.

Regarding the annexation into the Cupertino Sanitary District, the parcel at 22350 Regnart Canyon Road is zoned RHS-100, residential hillside, with a 100,000 square foot minimum lot size. The property is under the jurisdiction of the City of Cupertino, and is not eligible for further subdivision. The proposed annexation to Cupertino Sanitary District is thus exempt from CEQA because the special district annexation meets the requirements of the Class 19 exemption.

Description of Territory
to be Annexed to
Cupertino Sanitary District

REGNART No. 3
August, 2000

All of that certain property situate in Cupertino, California described as follows:

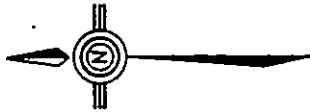
Beginning at a point in the boundary of the Cupertino Sanitary District as defined by the annexation to the Cupertino Sanitary District titled "Lindy Lane No. 5", the resolution for said annexation being recorded in Book 1030 at page 38 of Official Records, Santa Clara County, said point also being the Northwestern corner of Lot 18 of Tract No. 6310 as recorded in Book 439 of Maps at pages 24 through 26, Santa Clara County records; thence leaving said boundary of the Cupertino Sanitary District and proceeding along the Westerly boundary of said Lot 18 S24°00'00"E 155.00 feet to the Northeasterly corner of Lot 11 of said Tract No. 6310 and the **TRUE POINT OF BEGINNING**; thence along the Northerly line of said Lot 11 N89°34'24"W 247.89 feet; thence along the Westerly boundary of said Lot 11 S29°47'43"E 534.48 feet to a point of tangency; thence along a curve to the right with an internal angle of 52°45'50", a length of 124.32 feet and a radius of 135.00 feet to a point of tangency; thence S22°58'07"W 117.02 feet to a point of cusp on the cul-de-sac bulb of Regnart Road; thence proceeding along said bulb on a curve to the right with an initial tangent bearing S88°29'18"E, an internal angle of 17°11'19", a length of 12.00 feet and a radius of 40.00 feet to a point of non tangency; thence N31°26'00"E 68.33 feet; thence along a tangent curve to the right with an internal angle of 8°15'00", a length 77.03 feet and a radius of 535.00 feet to a point of tangency; thence N39°41'00"E 93.38 feet; thence along a tangent curve to the right with an internal angle of 21°53'32", a length of 55.40 feet and a radius of 145.00 feet to a point of nontangency; thence along the Easterly line of said Lot 11 N15°00'00"W 192.20 feet; thence N24°00'00"W 305.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 2.512 acres more or less and consisting of all of Lot 11 as shown on the above mentioned Map.

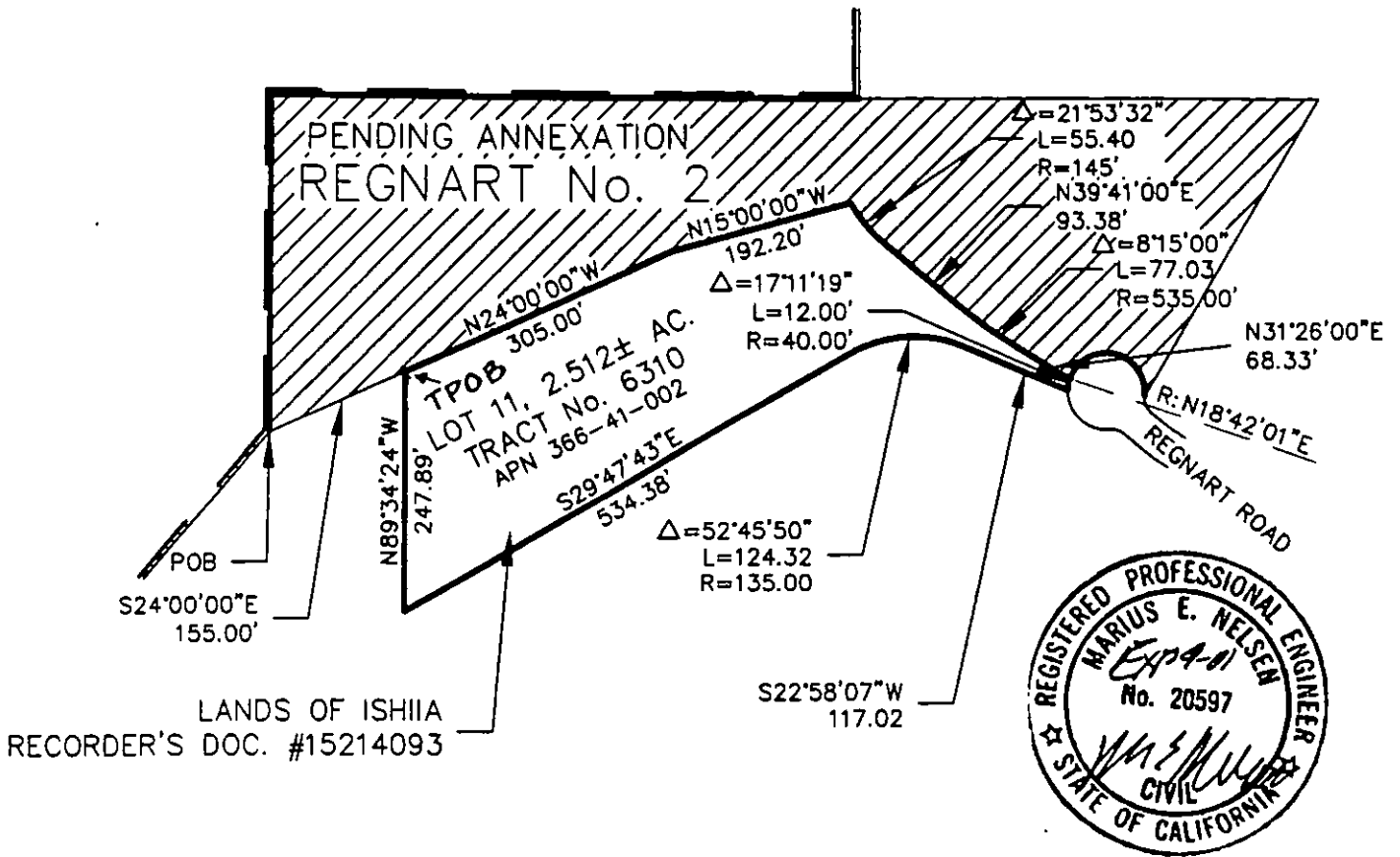
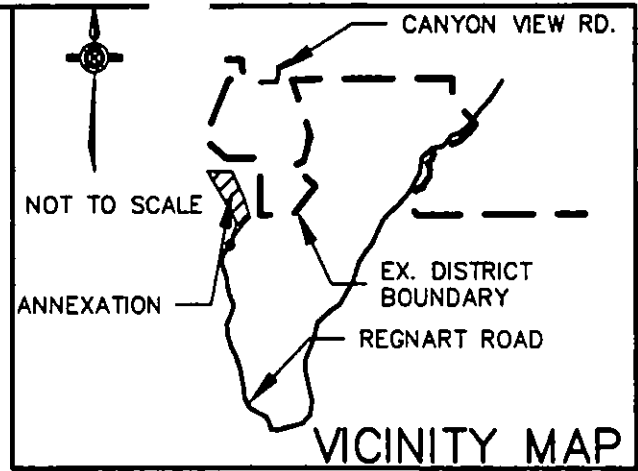
APN 366-041-002

j:\jobs\vandell\exh-a.doc





SCALE: 1" = 200'



LEGEND

- — — EXISTING BOUNDARY OF THE CUPERTINO SANITARY DISTRICT
- — — BOUNDARY LINE OF ANNEXATION TO CUPERTINO SANITARY DISTRICT

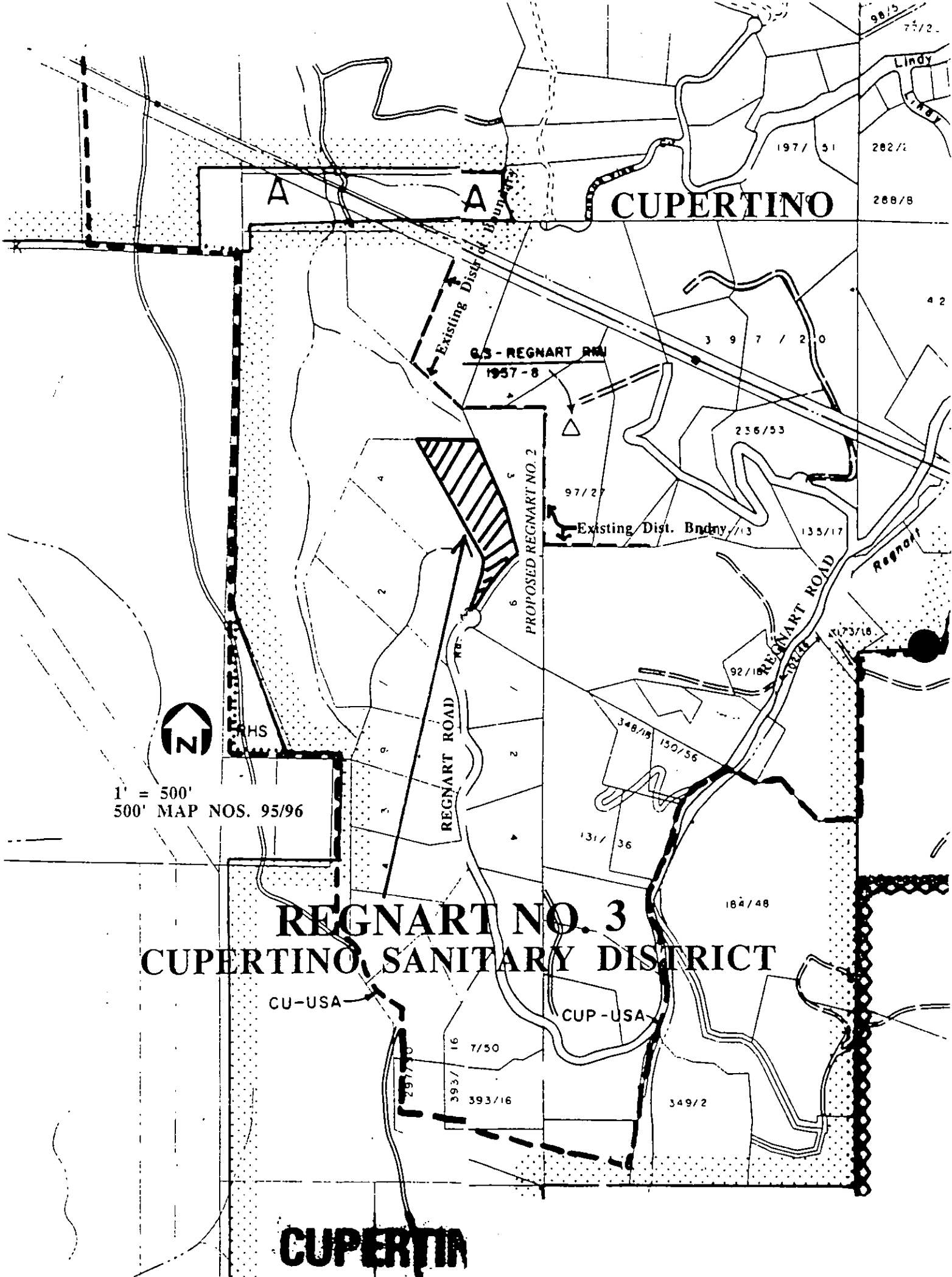
ANNEXATION TO CUPERTINO SANITARY DISTRICT REGNART No.3 AUGUST, 2000

MARK THOMAS & CO., INC.

ACERAGE: 2.512 ± ACRES

DISTRICT MANAGER-ENGINEER
20065 STEVENS CREEK BLVD.
CUPERTINO, CALIFORNIA

EXHIBIT B



CUPERTINO

63-REGNART RM
1957-8

PROPOSED REGNART NO. 2



1" = 500'
500' MAP NOS. 95/96

REGNART NO. 3 CUPERTINO, SANITARY DISTRICT

CU-USA

CUP-USA

CUPERTINO

**TERMS AND CONDITIONS FOR ANNEXATION TO
CUPERTINO SANITARY DISTRICT**

The annexation shall be subject to the following terms and conditions:

1. In the event that pursuant to rules, regulations or ordinances of the District, as now or hereafter amended, the District shall require any payment of a fixed or determinable amount of money either as a lump sum or in installments, for the acquisition, transfer, use or right of use of all or any part of the existing property, real or personal, of the District, such payment will be made to the District in the manner and at the time as provided by the rules, regulations or ordinances of the District as now or hereafter amended.

2. Upon and after the effective date of said annexation, the Territory, all inhabitants within such Territory, and all persons entitled to vote by reason of residing or owning land within the Territory shall be subject to the jurisdiction of the District, shall have the same rights and duties as if the Territory had been a part of the District upon its original formation, shall be liable for the payment of principal, interest and any other amounts which shall become due on account of any outstanding or then authorized but thereafter issued bonds, including revenue bonds, or other contracts or obligations of the District and shall be subject to the levying or fixing and collection of any and all taxes, assessments, service charges, rentals or rates as may be necessary to provide for such payment; and shall be subject to all of the rates, rules, regulations and ordinances of the District, as now or hereafter amended.

EXHIBIT "C"

LOCAL AGENCY FORMATION COMMISSION
SANTA CLARA COUNTY

MEMO

DATE: February 12, 2001
TO: LAFCO Commissioners
FROM: Ruth Marston, Deputy Clerk
SUBJECT: Documents for February 14, 2001 LAFCO Meeting

I have enclosed the following documents that go with your LAFCO

- agenda packet:
- 7.1 Maps regarding Vista Grande Avenue.
00-01 Annexation,
 - 7.2 Staff report regarding Mora Drive Sewer Project,
 - 8.0 Staff report regarding the Proposed FY 2001/2002
LAFCO Budget, and
 - 9.0 Staff report regarding contributions and lobbying
disclosure requirements.

If you have any questions, please call me at 299-4321, ext. 5613. Thank
you.

**LOCAL AGENCY FORMATION COMMISSION
SANTA CLARA COUNTY**

County Government Center, 11th Floor, East Wing
70 West Hedding Street, San Jose, CA 95110
(408) 299-3800 FAX 295-1613
Neelima Palacherla, Executive Director

February 5, 2001

TO: LAFCO

FROM: Neelima Palacherla, Executive Director

SUBJECT: Appointment of 2001 Chairperson and Vice Chairperson
Agenda Item # 4

RECOMMENDATION

Appoint Commissioner Don Gage as Chair and Commissioner Linda LeZotte as Vice Chair.

DISCUSSION

Appointment of Chair and Vice Chair is made on a calendar year basis. LAFCO's rotation schedule is as follows:

City representative
County representative
San Jose representative
County representative
Public representative

The Chair for the previous year was Commissioner Jackson, a city representative and the vice chair was Commissioner Gage, a County representative. In accordance with the rotation schedule, staff recommends that LAFCO appoint Commissioner Gage as 2001 Chairperson and Commissioner LeZotte as Vice Chairperson.

**LOCAL AGENCY FORMATION COMMISSION
SANTA CLARA COUNTY**

County Government Center, 11th Floor, East Wing
70 West Hedding Street, San Jose, CA 95110
(408) 299-3800 FAX 295-1613
Neelima Palacherla, Executive Director

February 5, 2001

TO: LAFCO

FROM: Neelima Palacherla, Executive Director *NP*

SUBJECT: Vista Grande 00-01 Annexation to the City of Los Altos / Detachment from the City of Mountain View and Minor Sphere of Influence (SOI) and Urban Service Area (USA) Boundary Amendment

Agenda Item No. 7.1

RECOMMENDATION

1. **CEQA Action:** Approve the categorical exemption. The project is categorically exempt from CEQA under Class 19, Section 15319(a) and Section 15319 (b).
2. **Minor USA and SOI Amendment and Vista Grande 00-01 Annexation:** Approve the minor USA and SOI amendment and the annexation of a 0.394-acre parcel on Vista Grande Avenue into the City of Los Altos with a simultaneous detachment from the City of Mountain View.

PROJECT DESCRIPTION

The City of Los Altos is requesting an adjustment to the City's SOI and USA and annexation of a 0.39-acre parcel on Vista Grande Avenue along with a detachment of the parcel from the City of Mountain View. The subject property is the only one on Vista Grande Avenue that is in the City of Mountain View, with the remaining properties in the City of Los Altos. The proposed revisions would improve illogical city boundaries.

BACKGROUND

As shown on the attached map, the subject property on Vista Grande Avenue is within the city limits of Mountain View with all other properties on the street within the boundary of the City of Los Altos. This situation is not conducive to the efficient provision of services as indicated in the applicant's cover letter. (see attachment)

The City of Mountain View adopted a resolution (Resolution # 13908) in 1983 consenting to detachment of the property from the city and its annexation into the City of Los Altos.

The purpose of this USA /SOI amendment and detachment / annexation is to adjust the boundaries so that all properties on the street are within the boundaries of Los Altos to enable efficient service provision.

CONSISTENCY WITH LAFCO POLICIES

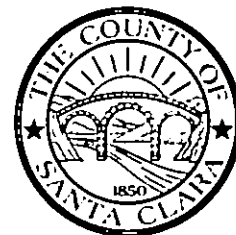
The City of Los Altos has applied (conditioned on LAFCO approval of the annexation) a General Plan designation of Single Family Residential and a pre-zoning designation of R1-10 similar to that of the surrounding area to the subject property. This zoning would not allow any further sub-division of the property.

The annexation would improve the efficiency of city services to the subject parcel. The inclusion of all parcels on the street within a single city would eliminate the potential for confusion in providing services. Currently, the City of Mountain View provides fire, garbage, police and sanitary sewer service to the subject parcel. These services would be provided by the City of Los Altos upon annexation. The City indicates that it has the capacity to provide the above services to the parcel. Water service would continue to be provided by California Water Service.

County of Santa Clara

Environmental Resources Agency
Planning Office

County Government Center, East Wing, 7th Floor
70 West Hedding Street
San Jose, California 95110-1705
(408) 299-2454 FAX (408) 288-9198
www.sccplanning.org



Prepared by: Colleen Oda
Approved by: Hugh Graham *HG*
Date prepared: January 23, 2001

Hearing Date: February 14, 2001

To: The Santa Clara County Local Agency Formation Commission
From: Santa Clara County Planning Office
Subject: **VISTA GRANDE AVENUE 00-01 ANNEXATION TO LOS ALTOS/ URBAN SERVICE AREA/SPHERE OF INFLUENCE AMENDMENTS**

Recommended Environmental Action:

Approve Categorical Exemption. The project is categorically exempt from the requirements of CEQA.

Reasons for Recommendation:

The project is exempt under CEQA Class 19, Section 15319 (a) and Section 15319 (b) that states:

Section 15319 (a): Annexations to a city or special district of areas containing existing public or private structures developed to the density allowed by the current zoning or pre-zoning of either the gaining or losing environmental agency whichever is more restrictive, provided, however, that the extension of utility services to the existing facilities would have a capacity to serve only the existing facilities.

Section 15319 (b): Annexations of individual small parcels of the minimum size for facilities exempted by Section 15303, New Construction or Conversion of Small Structures.

The City of Los Altos proposes to annex one parcel totaling 0.394 acres located on the north side of Vista Grande Avenue between Dennis Lane and Mountain View Avenue between the Cities of Mountain View and Los Altos and adjust the Urban Service Area and Sphere of Influence. A single family residential home currently exists on the sited property.

Because the parcel involved is already developed, and is a single-family lot, annexation of the parcel meets the categorical exemption requirements of section 15319. The proposed boundary adjustment between Mountain View and Los Altos is thus exempt from CEQA.

According to a Staff Report for the Los Altos Planning Commission meeting of 7/6/00, the City of Los Altos recommended the approval of the following several planning applications which are necessary to process the request:

1. A General Plan Amendment to include the site in the City of Los Altos General Plan. This General Plan Amendment would change the land use designation of the site from Low

Density Residential (City of Mountain View) to Single Family Residential, 3.0 to 4.0 DU/Net Acre (City of Los Altos).

2. A Rezoning to establish the zoning when the proposed annexation of the property into the City of Los Altos is completed. The approval of this Rezoning, would change the zoning of the site to the R1-10 (Single Family Residential District) with a minimum lot size of 10,000 square feet.

The report goes on to state that in 1983 the city of Mountain View adopted Resolution No.13908. Resolution No. 13908 consented to the proposed de-annexation of the subject property from the City of Mountain View to its annexation within the City of Los Altos. The intended zoning would not allow any further subdivision of the parcels.

The report concludes that the proposed General Plan Amendment and Rezoning would not have a significant impact upon the neighborhood because the site is comparable in size to existing lots along Vista Grande Avenue. The annexation would furthermore improve the efficiency of City services. A recommended condition of approval is that the City's actions on the General Plan Amendment and Rezoning would not be effective until the annexation to the City is approved and complete.

Dana & Angela Stalder
789 Vista Grande Avenue
Los Altos, CA 94024
650-964-2500

February 2, 2001

Santa Clara County Local Agency Formation Commission
70 W. Hedding Street, 10th Floor
San Jose, CA 95110

C/O: Neelima Palacherla, Executive Director

RE: 789 Vista Grande Avenue Annexation to the City of Los Altos

Dear Santa Clara County Local Agency Formation Commission,

We are the owners of the real property at 789 Vista Grande Avenue and this written communication in lieu of a personal appearance at the public hearing to be held on Wednesday, February 14, 2001.

We have been pursuing the annexation of our property from the City of Mountain View to the City of Los Altos for the past year. The annexation has been approved by both municipalities, contingent upon LAFCO approval, pursuant to their respective notification and public hearing processes. We regret that we are not able to attend the LAFCO public hearing to be held on February 14, 2001 in person. Outlined below is our overview as to the primary reasons why we are pursuing this application.

Our property is the only property on Vista Grande Avenue that is in the city of Mountain View. It is our understanding that our home was annexed out of the City of Los Altos into the City of Mountain View in the 1950's or 1960's pursuant to an annexation request made by a City of Mountain Official who owned the property at the time. We are pursuing the re-annexation of our property back into Los Altos for several reasons.

There are a number of problems, irregularities and potential hazards, that result from our home legally belonging in the City of Mountain View. Please note the following:

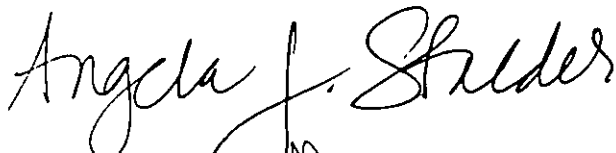
- 1) By reference to a map of city limit boundaries, it should be noted that 789 Vista Grande is the only parcel on our street that is in the City of Mountain View and that the City limits deviate from a straight line to wrap around our parcel in the middle of the street. It is an unusual irregularity that was obviously not the intent of City Planners.
- 2) Our sewer lateral runs through our backyard and the entire length of the property behind us to Gilmore Street. This is the only way for sewage service to be hooked up to Mountain View service. This sewer line is approximately 175 feet long and 50 years old. Any problems we have with the sewer line will be extremely difficult to locate, and will likely require digging up the homeowner's property behind us. Due to the unusual length of the lateral, it requires preventive clearing once or twice a year in order to avoid blockage problems that have become commonplace.
- 3) Our legal mailing address is not recognized by the United States Postal Service. All mailing to the home requires the use of a Los Altos city indication. On several occasions we have had mailing sent to our legal address of the property, which resulted in sender returns.

- 4) Garbage pick-up services are through the City of Mountain View. As a result of being the only home in a Los Altos street that is serviced through Mountain View, we have experienced repeated missed pick-ups and late pick-ups. We also have a different level of service and timing of service than all of the other homes on the street.

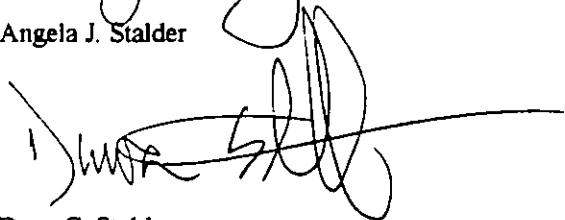
As of the date of this letter, we have completed all the necessary application procedures required by the City of Los Altos, City of Mountain View and LAFCO. The City of Los Altos application process included notification of all real property owners within a 500 foot radius of our property, a public hearing before the City of Los Altos Planning Commissions and a public hearing before the City of Los Altos Board of Supervisors. At this point, the applications have been approved by both the City of Los Altos and the City of Mountain View subject to LAFCO approval.

Thank you for your time and consideration.

Best Regards,



Angela J. Stalder



Dana C. Stalder

7.1 Maps Regarding Vista Grande Avenue 00-01 Annexation



500' MAP NO. 47

MOUNTAIN VIEW

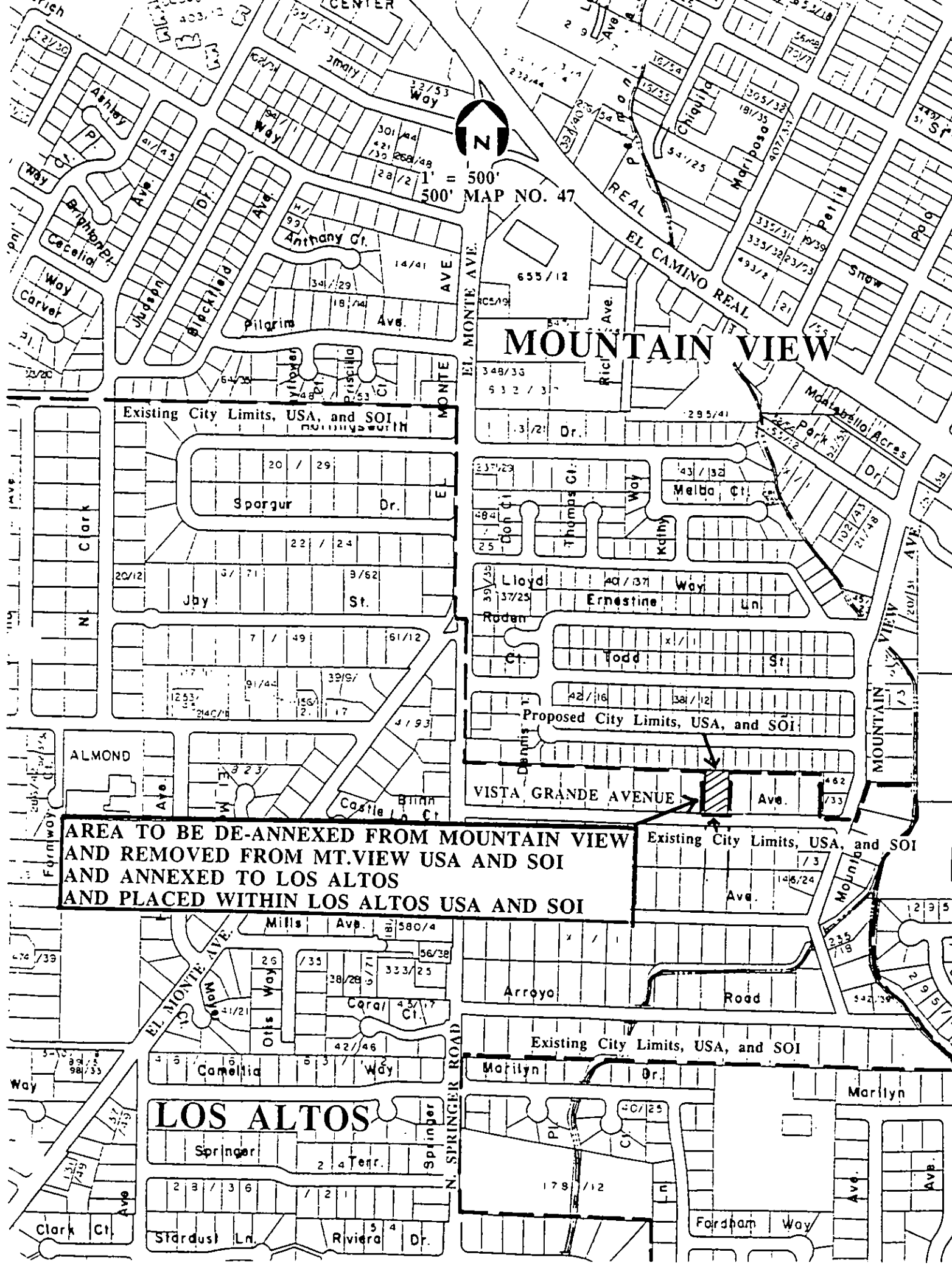
Existing City Limits, USA, and SOI

Proposed City Limits, USA, and SOI

Existing City Limits, USA, and SOI

AREA TO BE DE-ANNEXED FROM MOUNTAIN VIEW AND REMOVED FROM MT.VIEW USA AND SOI AND ANNEXED TO LOS ALTOS AND PLACED WITHIN LOS ALTOS USA AND SOI

LOS ALTOS





500' MAP NO. 47

MOUNTAIN VIEW

VISTA GRANDE AVENUE 00-1



**LOCAL AGENCY FORMATION COMMISSION
SANTA CLARA COUNTY**

County Government Center, 11th Floor, East Wing
70 West Hedding Street, San Jose, CA 95110
(408) 299-3800 FAX 295-1613
Neelima Palacherla, Executive Director

February 12, 2001

TO: LAFCO
FROM: Neelima Palacherla, Executive Director
SUBJECT: Out of Agency Contract for Sewer Service (Town of Los Altos Hills) Mora Drive Sewer Project Agenda Item # 7.2

STAFF RECOMMENDATION

1. Deny request for extension of sewer services to the 28 properties on Mora Drive within the sphere of influence of the Town of Los Altos Hills.

PROJECT DESCRIPTION

The Town of Los Altos Hills is seeking LAFCO approval for extending sewer service to 28 properties along Mora Drive and Terry Way located to the West of Highway 280. The 28 homes are located in an unincorporated area within the sphere of influence (SOI) and urban service area (USA) of the Town of Los Altos Hills. Since the proposed extension of services will be outside of the Town's jurisdictional boundaries, LAFCO approval is required. See attached map for subject properties and jurisdictional boundaries.

The project would involve installation of approximately 2900 linear feet of 6-inch diameter sanitary sewer line within an approximate 7-foot deep, 9-inch wide trench in Mora Drive. Laterals would be provided to the property lines of approximately 26 existing homes and 2 vacant lots within 4.5-foot deep, 18-inch trenches. All trenching would be conducted within the existing paved road right-of-way. Each individual homeowner would be responsible for connecting to the sewer line lateral.

ENVIRONMENTAL ASSESSMENT

Categorical Exemption

The project is categorically exempt from CEQA under Class 19, Section 15319 (a). See attached report from LAFCO Planner.

CONSISTENCY WITH LAFCO POLICIES

Project Within Sphere of Influence (SOI)

The proposal is within the SOI of the Town of Los Altos Hills. Local LAFCO policies state that proposals for extending services outside an agency's SOI will not be considered by LAFCO.

Annexation as Alternative to Service Extension

The area is within the urban service area (USA) of the Town of Los Altos Hills. LAFCO policies require annexation prior to extension of services beyond an agency's boundaries.

The Town indicates in the application form that it is not considering annexation of this area at this time because it is not currently contiguous to the Town's boundaries. The agreement for services between the Town and the property owners contains a provision that requires the subject property owners to waive their protest rights when annexation is proposed for the area. Although the Town's application states that the service contract is in anticipation of future annexation of the area, the Town does not have any specific plans or timelines for annexation. So far, the Town has not even taken any preliminary steps (such as pre-zoning the area or preparing a plan for annexation) towards making an effort to annex the area. State law allows LAFCO to approve extensions of service in anticipation of annexation. Staff believes the intent of this clause was to enable the provision of services in circumstances when annexation is not immediately feasible but when an agency has a clear intent to annex in the future. In this case, the Town has not indicated that it has taken any steps or has any plans at this time to carry out its intent to annex.

Health and Safety/Public Benefit Issues

The properties seeking sewer service extensions are generally developed with single-family homes served currently by septic systems. There has been an indication that many septic systems are in varying stages of disrepair and that the property owners would like to abandon them and connect to sewers. However, there is no documentation indicating that there is a health and safety hazard created due to this situation. At this time the health and safety concerns do not outweigh the need for a more systematic approach to service provision.

Growth Inducing Impacts

The County zoning for the area is R1E-1Ac (single-family residential estates with a one-acre minimum lot size). Based on this zoning, two parcels out of the 28 parcels included within this project have the potential for further sub-division. However, it is not clear if this subdivision would only be possible with sewer availability or if it could occur with a septic system. This proposal is specific to the 28 properties included in the agreement and any future connections to additional subdivided lots would require LAFCO approval.

Out of the 28 parcels, two are vacant and the remaining are developed with single-family homes. One of the vacant parcels (APN: 331-14-063) is approved as a building site by the County but the other vacant parcel (APN: 331-14-003) does not have a building site approval. Based on this information, staff believes that the project itself would not have any major, direct growth inducing impacts.

However, over a period of several months, staff has received numerous inquiries about sewer connections to homes in this area. There are about 300 parcels within this unincorporated pocket in the Town's USA. About 60 parcels (based on data from Los Altos Sewer District) already have sewer connections even though they are outside the Town limits. The remaining parcels are on septic systems and like those on Mora Drive are likely to be seeking sewer connections in the near future. The approval of this extension of services without first requiring annexation would set an undesirable precedent for these types of requests from area property owners and others in the County.

Consistency with Policies and General Plans of all Affected Agencies

It is a basic principle of the Urban Development / Open Space Plan, adopted by the County and the cities in 1973, that urban development should take place under the cities' jurisdictions, that cities should establish urban service areas and not allow the expansion of services outside those areas and that lands within urban service areas should eventually be annexed by the cities. .

A key County General Plan policy regarding urban unincorporated areas is that cities should eventually annex such unincorporated pockets, as cities are best suited to plan for and provide services to such areas. LAFCO policies also require that annexation should be pursued as the first alternative to providing services outside a city's boundaries. Disregarding these policies and extending services would undermine the significance of urban service areas and pocket annexation policies and efforts.

The Town has indicated in the application forms that it does not have any specific policies relating to extending services outside its jurisdictional boundaries and that it reviews such requests on a case by case basis in accordance with the Master Sewer Agreement between the City of Los Altos and the Town. As mentioned earlier, there is a strong likelihood that there will be more such requests from the area in the future. The Town and eventually LAFCO will have to deal with these requests on a case by case basis - in a piecemeal manner that would not be conducive to promoting orderly development or efficient service provision.

Ability of the Town to Provide Services

The Town of Los Altos Hills has a Master Sewer Agreement (of March 26, 1985) with the City of Los Altos for sewer service provision to certain areas both within the Town and areas outside the Town limits but within its sphere of influence. The Master Agreement allocates a total of 1,100 residential connections to the Town. The Agreement also makes a provision through amendment of the agreement for increasing the total number of connections to 1,500 if additional capacity becomes available. The current agreement for extension of sewer service by the Town to 28 properties on Mora Drive references this Master Agreement and is governed by its provisions.

Recent research by the City of Los Altos has revealed that a total of 1,185 capacity rights have been sold to the Town at this time. This includes 787 actual connections to the Town and its unincorporated areas. Another 398 connection rights were sold but actual connections have not been made. This is because a voluntary assessment district was established in 1969 and at that time some property owners paid for sewer connection rights in advance anticipating the need for septic sometime in the future and others have not connected because of unavailability of any nearby sewer lines. (At this time, it is not known if there are any connection rights sold within the unincorporated area that do not have actual connections.)

The City thus has administratively exceeded the level of connections it was authorized to allow the Town as per the Master Agreement. However, the City maintains that it does have the physical capacity to allow additional connections. Although it states that an amendment to the Master Agreement should be made prior to allowing any further connections, the Town makes an exception of this administrative requirement for the 28 connections on Mora Drive. The Public Works Director of the City of Los Altos has indicated that the City will be providing a letter stating that the City will allow the sewer connections for the 28 properties and will subsequently be seeking amendment to the

agreement with the Town of Los Altos Hills. The letter has not been received to date, but it is hoped to be available at the time of the meeting.

Attached is a letter from the City of Los Altos stating that they do have the capacity to serve and will allow connections to the 28 homes on Mora Drive.

Premature Conversion of Agricultural or Open Space Land

The Environmental Assessment prepared for the project did not identify the existence of prime agricultural soils on the already developed project site. In addition, there would be no significant impacts on open space resources. In sum, as the majority parcels are already developed with single family residences, the project will not result in the premature conversion of either agricultural or open space lands.

CONCLUSION

LAFCO policies discourage provision of urban services outside jurisdictional boundaries. In this case, although the Town indicates that its extension of service is in anticipation of future annexation, the Town does not at this time have a plan to carry through its intent. Based on the information in the application, LAFCO cannot ascertain that the extension of services is indeed in anticipation of annexation. The lack of service extension policies and annexation plans together with the likelihood that other such requests may be made in the future indicates that big picture planning is essential and is crucial to ensure efficient service provision and logical jurisdictional boundaries. Staff recommends that the extension of sewer service to the 28 homes be denied.

ATTACHMENTS

1. Map showing subject properties and jurisdictional boundaries and detailed map.
2. Environmental Planner's Report
3. Town of Los Altos Hills Resolution requesting LAFCO approval
4. Sewer Service Agreement between the Town of Los Altos Hills and the 28 property owners on Mora Drive.

SAN ANTONIO HILLS / COUNTRY CLUB / SUMMERHILL
UNINCORPORATED POCKETS

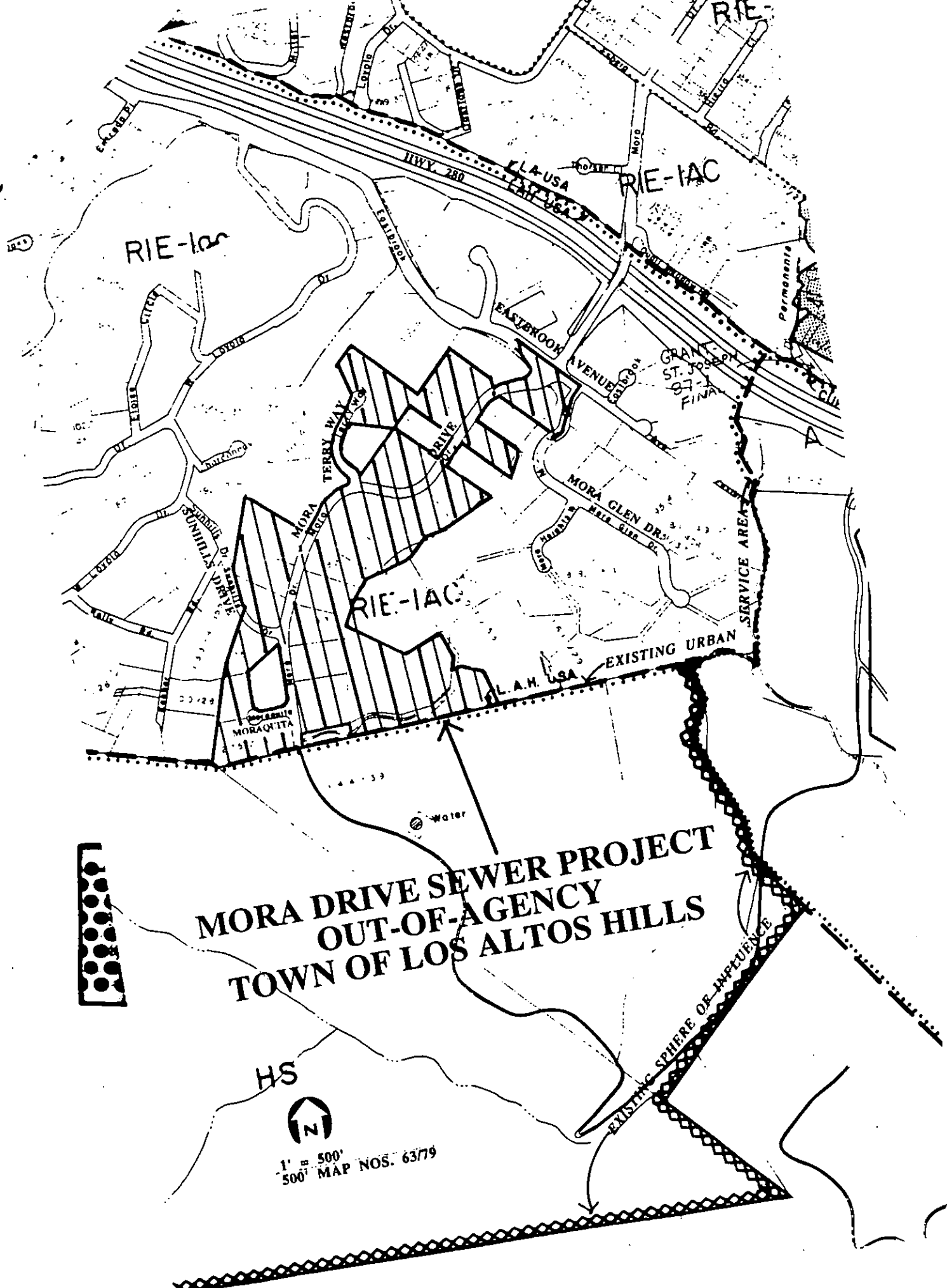
LOS ALTOS

LOS ALTOS
HILLS

Los Altos
Country
Club

Urban
Service
Area and
Sphere of
Influence
Boundaries





**MORA DRIVE SEWER PROJECT
OUT-OF-AGENCY
TOWN OF LOS ALTOS HILLS**

HS



1" = 500'
500' MAP NOS. 6379

County of Santa Clara

Environmental Resources Agency
Planning Office

County Government Center, East Wing, 7th Floor
70 West Hedding Street
San Jose, California 95110-1705
(408) 299-2454 FAX (408) 288-9198
www.sccplanning.org



Prepared by: Colleen Oda
Approved by: Hugh Graham *HG*
Date prepared: February 8, 2001

Hearing Date: February 14, 2001

To: The Santa Clara County Local Agency Formation Commission
From: Santa Clara County Planning Office
Subject: **OUT-OF-AGENCY, TOWN OF LOS ALTOS HILLS, MORA DRIVE
SEWER PROJECT**

Recommended Environmental Action:

Approve Categorical Exemption. The project is categorically exempt from the requirements of CEQA.

Reasons for Recommendation:

The project is exempt under CEQA Class 19, Section 15319 (a), "Annexations of Existing Facilities and Lots for Exempt Facilities" which states:

Section 15319 (a) Annexations to a city or special district of areas containing existing public or private structures developed to the density allowed by the current zoning or pre-zoning of either the gaining or losing governmental agency whichever is more restrictive, provided, however, that the extension of utility services to the existing facilities would have a capacity to serve only the existing facilities.

The Town of Los Altos Hills is requesting, on behalf of the Mora Drive Sewer Project, LAFCO approval of an Out-of-Agency contract for services. The contract would allow the City of Los Altos to provide sewer service to 28 parcels on and adjacent to Mora Drive, an unincorporated section of Los Altos Hills. There are approximately 33.8 acres with 26 existing single-family residences involved with this out of agency agreement. Of the participating parcels, all but two are developed as single-family residences. These 28 parcels are within the Urban Service Area and Sphere of Influence of Los Altos Hills.

Two parcels are currently vacant (APN: 331-14-003 & 331-14-063). According to the Zoning Administration Dept. of Santa Clara County one of the vacant parcels currently does have building site approval (APN: 331-14-063). The other vacant parcel currently does not have building site approval (APN: 331-14-003).

The residents of these 28 parcels are requesting this service agreement in order to abandon the existing septic systems. The project would involve installation of approximately 2900 linear feet of 6-inch diameter sanitary sewer line within an approximate 7-foot deep, 9-inch wide trench in Mora Drive. Laterals would be provided to the property lines of approximately 26 existing homes and 2 vacant lots within 4.5-foot deep, 18-inch trenches. All trenching would be conducted within the existing paved road right-of-way. Each individual homeowner would be responsible for connecting to the sewer line lateral.

The current zoning designation for this unincorporated area is R1E-1AC (One-family residential estate with a 1 acre gross, minimum lot size combining district). Adjacent land uses include single-family residential homes to the north, west, and east, as well as open space, Rancho San Antonio Open Space Preserve, to the south.

Most of the parcels are not large enough to be subdivided according to this current zoning designation. However according to the Zoning Administration Dept. of Santa Clara County Planning Office two of the lots under this out of agency services agreement can subdivide according to zoning regulation for R1E-1AC which states that the minimum lot size equals 1 acre gross. The merged lot of APN 331-15-046 & 331-15-047 can be subdivided due to its size of 2.11 acres. One of the vacant lots (APN: 331-14-003) also can be subdivided due to its size of 2.06 acres.

Because all the parcels on or adjacent to Mora Drive have not signed under the sewer extension agreement for this application, future applications for sewer service would be subject to further CEQA analysis. Although the project itself may have no direct environmental impacts or direct growth inducing impacts, the extension of services beyond the city's boundary does have the potential for setting an undesirable precedent for other property owners in the area (as well as throughout the county).

RESOLUTION NO. 84-00

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF LOS ALTOS HILLS REQUESTING LAFCO ACTION FOR AN OUT-OF-AGENCY CONTRACT FOR SERVICES FOR THE EXTENSION OF SEWER SERVICE TO PROPERTIES LOCATED ON AND ADJACENT TO MORA DRIVE IN AN UNINCORPORATED AREA OF THE COUNTY OF SANTA CLARA

Recitals

WHEREAS, the Town wishes to assist certain property owners within the unincorporated areas in the Town's Sphere of Influence and Urban Service Area to voluntarily undertake the construction of new sewer infrastructure by providing the extension of sewer services to properties on and adjacent to Mora Drive, in an unincorporated area of the County of Santa Clara; and

WHEREAS, the Town has the ability to facilitate sewer service to the proposed area through and in conformance with the "Sewer Agreement Between The City Of Los Altos and The Town of Los Altos Hills, of March 26, 1985," and as amended by the First Amendment to Agreement adopted by Resolution 26-93 of the Town on April 7, 1993, without detracting from current service levels to the property owners in the Town; and

WHEREAS, such a request is to be submitted for appropriate action to the County of Santa Clara Local Agency Formation Commission (LAFCO) under an "Out-of-Agency Contract for Services" Proposal; and

WHEREAS, a sanitary sewer extension will not only benefit the lands of the property owners who undertake the improvement, but also other lands which may be served by the sewer improvement at a future date; and

WHEREAS, annexation to the Town of properties on and adjacent to Mora Drive is contemplated in the future and it is in the Town's best interest to provide sewer services to properties so as to improve the infrastructure of such unincorporated areas; and

WHEREAS, such request for support by the Mora Drive Sewer Project of an "Out-of-Agency Contract for Services" Proposal to LAFCO was considered by the City Council at their regular meeting of May 4, 2000, at which time the Town approved said request under certain conditions.

NOW, THEREFORE, THE CITY COUNCIL OF THE TOWN OF LOS ALTOS HILLS DOES RESOLVE AS FOLLOWS:

1. **SEWER SERVICE.** The City Council finds that based on supporting materials provided for review to the Town, approving sewer service to be provided by the Town to the properties requesting connection and located on and adjacent to Mora Drive, as set forth in the attached Exhibit A, is beneficial to these property owners within the Town's Sphere of Influence and Urban Service Area.

2. **CEQA.** Under the State CEQA Guidelines (Class 19(a)) this project is categorically exempt.

3. **LAFCO.** The City Council of the Town endorses the application of the Mora Drive Sewer Project for sewer service and resolves to submit the corresponding Sanitary

Sewer Agreement to LAFCO for review and approval. The City Council of the Town approves the Sanitary Sewer Agreement with the property owners. Such approval shall enhance the desirability of a future change in organization of the above-referenced properties.

4. SEVERABILITY. If any part of this resolution is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution or the applicability of this resolution to other situations.

6. EFFECTIVE DATE. This resolution is effective upon adoption.

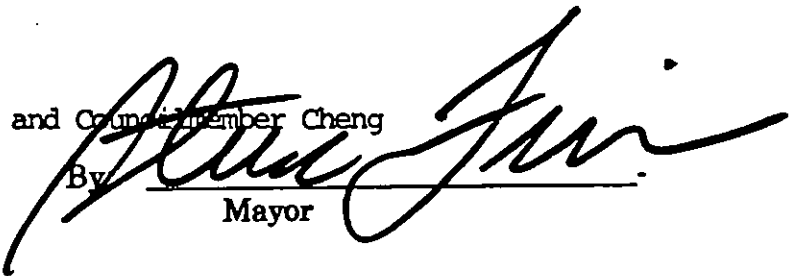
ADOPTED: December 7, 2000.

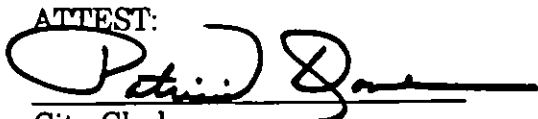
AYES: Mayor Finn and Councilmembers Fenwick and O'Malley

NOES: None


ABSTENTIONS: None

ABSENT: Mayor Pro Tem Casey and Councilmember Cheng

By  _____
Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM


City Attorney

EXHIBIT A

MORA DRIVE SEWER PROJECT SANITARY SEWER EXTENSION AGREEMENT

| NO | APN | ADDRESS | PROPERTY OWNER(S) | |
|--------------|--------------------------|--------------------------------|-------------------|--------------------------------------|
| 1 | 331-14-003 | 10702 Mora Drive | Robinson | Russell G. & Helen L. |
| 2 | 331-14-015 | 10724 Mora Drive | Blanchard | Richard A. & Esther R. |
| 3 | 331-14-063 | 10710 Mora Drive | Klein | Enrique J. & Judith A. |
| 4 | 331-14-064 | 10696 Mora Drive | Sieber/Hurwick | Lisa M. & Jennifer |
| 5 | 331-15-004 | 11091 Mora Drive | Martin | Timothy W. & Karen E. |
| 6 | 331-15-005 | 11055 Mora Drive | Bodine | Charles M. & Eloise G. |
| 7 | 331-15-006 | 11001 Mora Drive | Loiacono | John P. & Kara A. |
| 8 | 331-15-014 | 10915 Mora Drive | Gilman | Richard A & Patricia L. |
| 9 | 331-15-015 | 10869 Mora Drive | Mehrlich | Richard W. & Beverly T. |
| 10 | 331-15-016 | 10831 Mora Drive | Smookler | Sam & Miriam J. |
| 11 | 331-15-022 | 10730 Mora Drive | Malovos | Madeleine C. |
| 12 | 331-15-023 | 10776 Mora Drive | Winchell | Ruth G. |
| 13 | 331-15-027 | 11030 Mora Drive | Feeney | Harold V. Jr & Mary Jo |
| 14 | 331-15-028 | 11060 Mora Drive | Jost | Nash & Karen |
| 15 | 331-15-030 | 11120 Mora Drive | Traugott | Earnest A. |
| 16 | 331-15-036 | 10401 Sunhills Dr. | Inkster | Michael G. & Karen L. |
| 17 | 331-15-041 | 11000 Mora Drive | Rodriguez | Robert R. & Louise A. |
| 18 | 331-15-042 | 10970 Mora Drive | Giurlani | Gaetano & June L. |
| 19 | 331-15-043 | 10898 Mora Drive | Crockett | E. D. & Ann R. |
| 20 | 331-15-046 331-15-047 | 10701 Mora Drive (Combined) | De Geus/John | Aart J. & Esther M. |
| 21 | 331-15-048 | 10990 Terry Way | Debevoise | Helen F. |
| 22 | 331-15-049 | 11000 Terry Way | Richards | Roy C. and Garnet I. |
| 23 | 331-15-051 | 10691 Mora Way | Bratton | Timothy R. & Susan S. |
| 24 | 331-15-052 | 11151 Mora Way | Minton | Allen R. & Nancy G. |
| 25 | 331-15-053 | 11111 Mora Way | Sell | John V. |
| 26 | 331-15-054 | 11170 Mora Drive | Seymour | Dale G. & Margo L. |
| 27 | 331-15-055 | 10810 Mora Drive | Hughes | Richard W. & Lorraine M. |
| 28 | 331-15-056 | 10840 Mora Drive | Rasdal | William D. |
| 29 | 331-15-057 | 10868 Mora Drive | Hornby | Grace C. |

RESOLUTION NO. 85-00

RESOLUTION OF THE CITY COUNCIL OF THE
TOWN OF LOS ALTOS HILLS APPROVING AND AUTHORIZING
EXECUTION OF AN AGREEMENT BETWEEN THE
TOWN OF LOS ALTOS HILLS AND PROPERTY OWNERS
ON AND ADJACENT TO MORA DRIVE

WHEREAS, the City Council of the Town of Los Altos Hills has read and considered the Mora Drive Sewer Project Sanitary Sewer Extension Agreement ("Agreement") between the Town and property Owners on and Adjacent to Mora Drive in an unincorporated pocket of the County of Santa Clara ("Property Owners").

NOW, THEREFORE, the City Council of the Town does RESOLVE as follows:

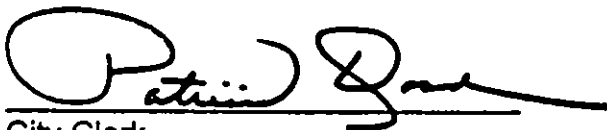
1. Public interest and convenience require the Town of Los Altos Hills to enter into the Agreement described above.
2. The Town of Los Altos Hills hereby approves the Agreement and the Mayor is hereby authorized on behalf of the Town to execute the Agreement between the Town of Los Altos Hills and the Property Owners on and adjacent to Mora Drive.

PASSED AND ADOPTED this 7th day of December, 2000.

By: 

Mayor

ATTEST:



City Clerk

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name:

Street Address:

City & State:

SPACE ABOVE FOR RECORDER'S USE ONLY

**MORA DRIVE SEWER PROJECT
SANITARY SEWER EXTENSION AGREEMENT**

This Mora Drive Sewer Project Sanitary Sewer Extension Agreement ("Agreement") is entered into between the Town of Los Altos Hills, a municipal corporation of the State of California ("Town") and Property Owners on and adjacent to Mora Drive in an unincorporated pocket of the County of Santa Clara, who have executed this Agreement ("Property Owners"). The parties to this Agreement agree as follows:

ARTICLE 1. GENERAL

1.01 Sanitary Sewer Extension

Property Owners, who own property in an unincorporated area of the County of Santa Clara ("County") and within the sphere of influence and urban service area of the Town, are in the process of planning an extension of a sanitary sewer main and appurtenances to be installed within Mora Drive and more particularly as shown in the Mora Drive Sewer Project ("MDSP") General Area Map attached hereto as EXHIBIT A ("Extension").

1.02 Sewer Service

The purpose of this Agreement is for the Town to provide for public sewer service to Property Owners pursuant to the SEWER AGREEMENT BETWEEN THE CITY OF LOS ALTOS AND THE CITY OF THE TOWN OF LOS ALTOS HILLS ("Master Agreement") adopted March 26, 1985, and the FIRST AMENDMENT TO THE AGREEMENT adopted by the Town of Los Altos Hills Resolution No. 26-93 on April 7, 1993, which are attached here to as EXHIBIT B and EXHIBIT C. Town shall provide public sewer services to Property Owners in accordance with the Master Agreement as if Property Owners were situated within the city limits of Town. All references in the Master Agreement referring to Town and Town residents will apply equally

and fully to Properties and Property Owners and residents in the Mora Drive Sewer Project subscribing to this Agreement.

1.03 Ownership of Sewer Extension

Upon completion of the Extension in accordance with Town Standards, and its acceptance by Town and the granting of easements to the Town from the County for the Extension, Town will assume ownership of the sewer main, appurtenances, laterals and manholes in the public right of way and assume responsibility for the maintenance, repair and insurance of same under the terms of the Master Agreement.

1.04 Property Owners

Property Owners in the unincorporated area of the County of Santa Clara shown in the Mora Drive Sewer Project Area Map Exhibit A, their successors, heirs and assigns who own property in the Project Area, who voluntarily choose to join in the Mora Drive Sewer Project and are signatories to this Agreement, are subject to the terms of this Agreement and the corresponding Mora Drive Sewer Project Sanitary Sewer Extension Reimbursement Agreement ("Reimbursement Agreement") to be executed by the Town and the Property Owners.

1.05 Waiver of Annexation Protest Rights

All parties to be served by the Mora Drive Sewer Project Sanitary Sewer Extension agree not to oppose annexation should the Town or the Property Owners or the County initiate annexation proceedings. Property Owners who sign this agreement hereby waive their protest rights when annexation is proposed for the area. This Agreement is intended to and shall run with the land of each Property Owner who signs this Agreement. This Agreement shall be recorded.

1.06 Other Property Owners

Other Property Owners ("Others") on or adjacent to Mora Drive and its vicinity, who are not signatories to this Agreement, will only be entitled to connect to any portion of the sewer extension at a later date, as long as such Others apply to the County of Santa Clara Local Agency Formation Commission ("LAFCO") and become subject to the LAFCO review and approval process and abide by the applicable statutes of the Town, the City of

Los Altos, ("City") and the County of Santa Clara, prior to annexation of said properties to Town. Furthermore, such Others must satisfy in full the Reimbursement Agreement executed by the Town and the Property Owners regardless of whether the connection to the sewer extension occurs prior to or following annexation of said properties to Town.

1.07 Effective Date and Validity

The effective date ("Effective Date") of this Agreement shall be the date of the last signature herein below. This Agreement shall become null and void if not approved by LAFCO within one year of the Effective Date.

ARTICLE 2. SEWER SERVICE

2.01 Installation of Sewer Extension and Appurtenances

Property Owners are responsible for the installation of the Extension including design, bidding and construction and acquisition of encroachment permit in accordance with local, state and federal requirements. Prior to awarding a construction contract those Property Owners who provide initial funding will place in an escrow account sufficient funds to pay the contractor, including a 10% contingency amount.

2.02 Inspection and Acceptance of Sewer Extension and Appurtenances

Town will have the primary responsibility for the inspection and acceptance of the Mora Drive Sewer Project Sanitary Sewer Extension. Inspection and acceptance will follow the criteria outlined in the Master Agreement.

2.03 Sewer Fees, Plan Checking, Permits

a. The Mora Drive Sewer Project, LLC, a California limited liability company ("MDSP") will pay for the construction of a sewer main on and in public rights of way and will pay fees in advance to applicable responsible agency for reviewing construction plans and related documents consistent with all applicable agency requirements.

b. Each Property Owner upon connecting to the Extension will advise the Town in advance and pay to the City of Los Altos ("City") a capacity rights fee

and connection fee as set forth in the Master Agreement, and other fees as applicable.

2.04 Reimbursements

Property Owners will provide the initial funding to pay for the entire cost of the Extension. Property Owners shall subsequently receive reimbursement in accordance with the provisions of the Town's Municipal Code and the reimbursement agreement referenced in 1.04 above from any and all future users of the Extension, ("Others") regardless of the connection site along the entire length of the Extension. Consistent with existing practices, collection of reimbursement monies paid by Others will be made by Town to the MDSP or designated distribution agent by one check on December 31st of each calendar year. Distribution to Property Owners shall not be the responsibility of the Town. The reimbursement terms shall remain unchanged at such time that the area is annexed to Town.

2.05 Administration

Administration of the sewer service will be provided by the Town as set forth in the Master Agreement and shall include the collection of reimbursements and fees in accordance with the provisions of the Town's Municipal Code and the Reimbursement Agreement.

2.06 Annual Sewer Service Charges

City will calculate and process the annual Sewer Service Charge for individual parcels in conformance with the Master Agreement. This fee shall be paid through the County Tax Roll and secured by a lien against each property (authorized by Section 5471 of the California Health and Safety Code). Property Owners hereby consent to such charges and liens.

2.07 Maintenance and Repairs

Except as otherwise set forth in the Master Agreement, Property Owners will be responsible for maintenance and repair of the sewer lateral pipes and connections within their individual properties.

2.08 Sewer Main Connection

The Extension will provide sewer service to the Property Owners as shown on Exhibit A and will connect to an existing public sewer line at Eastbrook Avenue and Partridge Lane.

2.09 Indemnity - Hold Harmless

Property Owners agree to indemnify, defend and hold harmless Town and its elective or appointive Boards, officers, agents and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney's fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by Property Owners, Property Owners' agents, officers, employees, subcontractors, or independent contractors hired by Property Owners. MDSP shall take out and maintain insurance with a minimum limit of one million dollars which specifically covers the provisions of this paragraph 2.09 and names the Town as an additional insured from the start of construction to acceptance of the Extension by Town.

ARTICLE 3. MISCELLANEOUS PROVISIONS

3.01 Town Ordinances

All applicable regulations and ordinances of Town and the Master Agreement set out in Exhibits "B" and "C" shall apply to this Agreement and to the performances hereunder.

3.02 Town Costs

Prior to execution of the Agreement by Town, Property Owners shall pay all applicable fees and costs including any legal fees incurred by the Town in connection with preparation and execution of this Agreement.

3.03 Assignment

This Agreement shall be binding upon the successors, heirs and assigns of the parties hereto.

3.04 California Law

This Agreement shall be governed by the laws of the State of California.

3.05 Arbitration

Any dispute between the parties to this Agreement concerning any of its provisions and/or interpretation of its terms shall be resolved by arbitration in accordance with the provisions of the Santa Clara County Bar Association ADR program.

3.06 Attorneys Fees

In the event of any dispute concerning the terms and provisions of this Agreement, the prevailing party shall be entitled to its reasonable costs and attorneys' fees resulting from any arbitration in enforcing the terms and provisions of this Agreement.

3.07 Notice

Notice under this Agreement shall be deemed effective upon the deposit in first class mail, postage prepaid and addressed to the parties as follows:

**Town of Los Altos Hills, c/o of City Clerk, Los Altos Hills Town Hall,
26379 Fremont Road, Los Altos, Hills, CA 94022;**

**Property Owners at the addresses set out beside the names of each
Property Owner on Exhibit D attached.**

3.08 Exhibits

All exhibits to which reference is made in this Agreement are incorporated in this Agreement by the respective reference to them, whether or not they are actually attached.

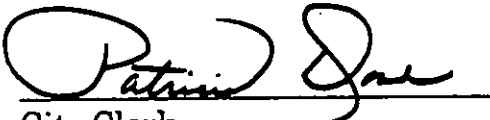
3.09 Termination

In the event that Property Owners are unwilling or unable to proceed with the Extension, Property Owners may terminate this Agreement by giving notice to the Town pursuant to 3.07 above, which said notice shall be recorded.

3.10 Condition for Recording.

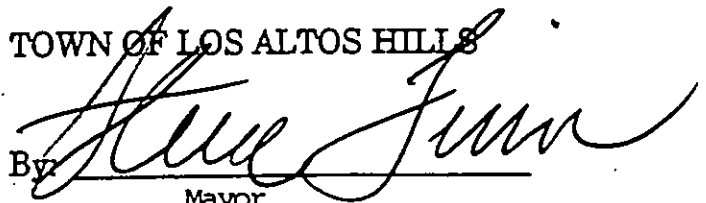
This Agreement will not be recorded and will not become effective until LAFCO approves the "Out-of-Agency Contract for Services" proposed for this Extension. Recording data is set out in EXHIBIT D incorporated by this reference.

ATTEST:




City Clerk

TOWN OF LOS ALTOS HILLS



By Mayor

APPROVED AS TO FORM:



City Attorney

PROPERTY OWNERS OF THE MORA DRIVE SEWER PROJECT (ATTACHED):

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

**MORA DRIVE SEWER PROJECT
SANITARY SEWER EXTENSION AGREEMENT**

SIGNATURES: PART 1
Sheet 1 of 4

Property Owners Approving Agreement:

| APN | ADDRESS | PROPERTY OWNER(S) | | SIGNATURE 1 | SIGNATURE 2 | DATE |
|-----------------------|------------------------------|------------------------------|--------------------------------------|-----------------------------|-----------------------------|----------|
| 331-14-002 | 10704 Mora Drive | Dymond | Terry M. | | | |
| 331-14-003 | 10702 Mora Drive | Robinson | Russell G. & Helen L. | <i>Russell G. Robinson</i> | <i>Helen L. Robinson</i> | 10/20/00 |
| 331-14-015 | 10724 Mora Drive | Blanchard | Richard A. & Esther R. | <i>Richard A. Blanchard</i> | <i>Richard A. Blanchard</i> | 10/16/00 |
| 331-14-054 | 10700 Mora Drive | Thomas | William | | | |
| 331-14-055 | 10690 Mora Drive | Ho | Raymond Y. & Betty C. | | | |
| 331-14-063 | 10710 Mora Drive | Klein | Enrique J. & Judith A. | <i>Enrique J. Klein</i> | <i>Judith A. Klein</i> | 10/15/00 |
| 331-14-064 | 10696 Mora Drive | ^{Hunnick} Sieber | Lisa M. & Jennifer | <i>Lisa M. Sieber</i> | <i>Jennifer J. Hunnick</i> | 10/15/00 |
| 331-15-004 | 11091 Mora Drive | Martin | Timothy W. & Karen E. | | | |
| 331-15-005 | 11055 Mora Drive | Bodine | Charles M. & Eloise G. | | | |
| 331-15-006 | 11001 Mora Drive | Loiacono | John P. & Kara A. | | | |
| 331-15-007 | 10980 Terry Way | Papac | John L. & Patricia A. | | | |
| 331-15-010 | 10999 Terry Way | Romeo | Paul P. | | | |
| 331-15-011 | 10977 Terry Way | Scott | Rose P. | | | |
| 331-15-012 | 10971 Terry Way | Xu | Wei | | | |
| 331-15-014 | 10915 Mora Drive | Gilman | Richard A & Patricia L. | | | |
| 331-15-015 | 10869 Mora Drive | Mehrlich | Richard W. & Beverly T. | | | |
| 331-15-016 | 10831 Mora Drive | Smookler | Sam & Miriam J. | | | |
| 331-15-021 | (Access Property) | Thomas | William P. | | | |
| 331-15-022 | 10730 Mora Drive | Malovos | Madeleine C. | | | |
| 331-15-023 | 10776 Mora Drive | Winchell | Ruth G. | | | |
| 331-15-027 | 11030 Mora Drive | Feeney | Harold V. Jr & Mary Jo | | | |
| 331-15-028 | 11060 Mora Drive | Jost | Nash & Karen | | | |

**MORA DRIVE SEWER PROJECT
SANITARY SEWER EXTENSION AGREEMENT**

SIGNATURES: PART 1
Sheet 2 of 4

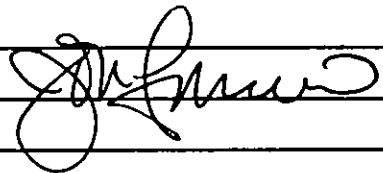
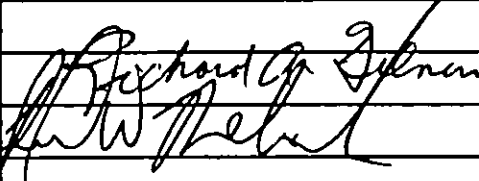
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| 331-14-054 | 10700 Mora Drive | Thomas William | | | |
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| 331-14-063 | 10710 Mora Drive | Klein Enrique J. & Judith A. | | | |
| 331-14-064 | 10696 Mora Drive | Sieber Lisa M. | | | |
| 331-15-004 | 11091 Mora Drive | Martin Timothy W. & Karen E. | <i>Timothy W. Martin</i> | <i>Karen E. Martin</i> | <i>10/21/00</i> |
| 331-15-005 | 11055 Mora Drive | Bodine Charles M. & Eloise G. | <i>Charles M. Bodine</i> | <i>Eloise G. Bodine</i> | <i>10/19/00</i> |
| 331-15-006 | 11001 Mora Drive | Loiacono John P. & Kara A. | | | |
| 331-15-007 | 10980 Terry Way | Papac John L. & Patricia A. | | | |
| 331-15-010 | 10999 Terry Way | Romeo Paul P. | | | |
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| 331-15-015 | 10869 Mora Drive | Mehrlich Richard W. & Beverly T. | | | |
| 331-15-016 | 10831 Mora Drive | Smookler Sam & Miriam J. | | | |
| 331-15-021 | (Access Property) | Thomas William P. | | | |
| 331-15-022 | 10730 Mora Drive | Malovos Madeleine C. | <i>Madeleine C. Malovos</i> | | <i>10/23/00</i> |
| 331-15-023 | 10776 Mora Drive | Winchell Ruth G. | | | |
| 331-15-027 | 11030 Mora Drive | Feeney Harold V. Jr & Mary Jo | | | |
| 331-15-028 | 11060 Mora Drive | Jost Nash & Karen | | | |

**MORA DRIVE SEWER PROJECT
SANITARY SEWER EXTENSION AGREEMENT**

SIGNATURES: PART 1
Sheet 3 of 4

Property Owners Approving Agreement:

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| 331-15-005 | 11055 Mora Drive | Bodine | Charles M. & Eloise G. | | | |
| 331-15-006 | 11001 Mora Drive | Loiacono | John P. & Kara A. |  | Kara A. Loiacono | 10/19/00 |
| 331-15-007 | 10980 Terry Way | Papac | John L. & Patricia A. | | | |
| 331-15-010 | 10999 Terry Way | Romeo | Paul P. | | | |
| 331-15-011 | 10977 Terry Way | Scott | Rose P. | | | |
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| 331-15-014 | 10915 Mora Drive | Gilman | Richard A & Patricia L. |  | Patricia L. Gilman | 10/20/00 |
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**MORA DRIVE SEWER PROJECT
SANITARY SEWER EXTENSION AGREEMENT**

SIGNATURES: PART 1
Sheet 4 of 4

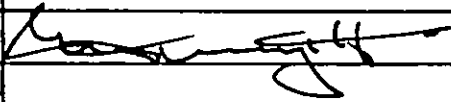


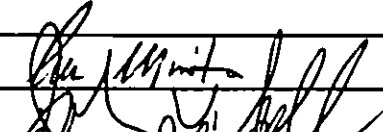
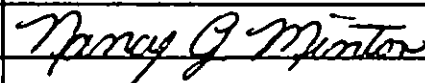
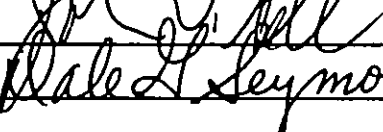
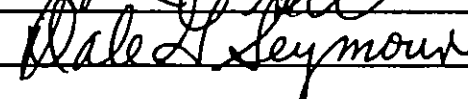
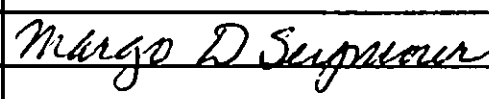
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| 331-15-016 | 10831 Mora Drive | Smookler Sam & Miriam J. | <i>Sam Smookler</i> | <i>Miriam Smookler</i> | 10/22/00 |
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| 331-15-022 | 10730 Mora Drive | Malovos Madeleine C. | | | |
| 331-15-023 | 10776 Mora Drive | Winchell Ruth G. | <i>Ruth G. Winchell</i> | | |
| 331-15-027 | 11030 Mora Drive | Feeney Harold V. Jr & Mary Jo | <i>Harold V. Feeney</i> | <i>Mary Jo Feeney</i> | 10/20/00 |
| 331-15-028 | 11060 Mora Drive | Jost Nash & Karen | <i>Nash Jost</i> | <i>Karen Jost</i> | 10/22/00 |

**MORA DRIVE SEWER PROJECT
SANITARY SEWER EXTENSION AGREEMENT**

SIGNATURES: PART 2
Sheet 1 of 5

Property Owners Approving Agreement:

| APN | ADDRESS | PROPERTY OWNER(S) | SIGNATURE 1 | SIGNATURE 2 | DATE |
|-----------------------|-----------------------------|----------------------|--|---|------------|
| 331-15-029 | 11090 Mora Drive | Kuo | Daniel D. & Grace | | |
| 331-15-030 | 11120 Mora Drive | Traugott |  | — N/A — | 10/15/00 |
| 331-15-033 | 11140 Mora Drive | O'Grady | Thomas M. | | |
| 331-15-036 | 10401 Sunhills Dr. | Inkster | Michael G. & Karen L. | | |
| 331-15-038 | 11185 Mora Drive | Shahinian | Barbara B. | | |
| 331-15-041 | 11000 Mora Drive | Rodriguez | Robert R. & Louise A. | | |
| 331-15-042 | 10970 Mora Drive | Giurlani | Gaetano & June L. | | |
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| 331-15-047 | (Combined) | <i>John</i> | | | |
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| 331-15-052 | 11151 Mora Way | Minton | Allen R. & Nancy G.  |  | 10/15/00 |
| 331-15-053 | 11111 Mora Way | Sell | John V.  | | 10/23/2000 |
| 331-15-054 | 11170 Mora Drive | Seymour | Dale G. & Margo L.  |  | 10/14/00 |
| 331-15-055 | 10810 Mora Drive | Hughes | Richard W. & Lorraine M. | | |
| 331-15-056 | 10840 Mora Drive | Rasdal | William D. | | |
| 331-15-057 | 10868 Mora Drive | Hornby | Grace C. | | |

**MORA DRIVE SEWER PROJECT
SANITARY SEWER EXTENSION AGREEMENT**

SIGNATURES: PART 2
Sheet 2 of 5

Property Owners Approving Agreement:

| APN | ADDRESS | PROPERTY OWNER(S) | SIGNATURE 1 | SIGNATURE 2 | DATE |
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| 331-15-036 | 10401 Sunhills Dr. | Inkster | Michael G. & Karen L. | | |
| 331-15-038 | 11185 Mora Drive | Shahinian | Barbara B. | | |
| 331-15-041 | 11000 Mora Drive | Rodriguez | Robert R. & Louise A. | | |
| 331-15-042 | 10970 Mora Drive | Giurlani | Gaetano & June L. | <i>June Giurlani</i> | 10/19/00 |
| 331-15-043 | 10898 Mora Drive | Crockett | E. D. & Ann R. | <i>Ann R. Crockett</i> | 10/13/00 |
| 331-15-044 | 10931 Mora Drive | Reynolds | William C. & Janice | | |
| 331-15-046 | 10701 Mora Drive | De Geus | Aart J. and Esther M. <i>John</i> | | |
| 331-15-047 | (Combined) | <i>John</i> | | | |
| 331-15-048 | 10990 Terry Way | Debevoise | Helen F. | | |
| 331-15-049 | 11000 Terry Way | Richards | Roy C. and Garnet I. | | |
| 331-15-050 | 10755 Mora Way | Cristal | Edward G. & Gerda | | |
| 331-15-051 | 10691 Mora Way | Bratton | Timothy R. & Susan S. | | |
| 331-15-052 | 11151 Mora Way | Minton | Allen R. & Nancy G. | | |
| 331-15-053 | 11111 Mora Way | Sell | John V. | | |
| 331-15-054 | 11170 Mora Drive | Seymour | Dale G. & Margo L. | | |
| 331-15-055 | 10810 Mora Drive | Hughes | Richard W. & Lorraine M. | | |
| 331-15-056 | 10840 Mora Drive | Rasdal | William D. | | |
| 331-15-057 | 10868 Mora Drive | Hornby | Grace C. | | |

SANITARY SEWER EXTENSION AGREEMENT

SIGNATURES: PART 2
Sheet 3 of 5

Property Owners Approving Agreement:

| APN | ADDRESS | PROPERTY OWNER(S) | | SIGNATURE 1 | SIGNATURE 2 | DATE |
|-----------------------|-----------------------------|--------------------|-----------------------------------|---------------------------|-------------|-----------------|
| 331-15-029 | 11090 Mora Drive | Kuo | Daniel D. & Grace | | | |
| 331-15-030 | 11120 Mora Drive | Traugott | Earnest A. | | | |
| 331-15-033 | 11140 Mora Drive | O'Grady | Thomas M. | | | |
| 331-15-036 | 10401 Sunhills Dr. | Inkster | Michael G. & Karen L. | | | |
| 331-15-038 | 11185 Mora Drive | Shalini | Barbara B. | | | |
| 331-15-041 | 11000 Mora Drive | Rodriguez | Robert R. & Louise A. | | | |
| 331-15-042 | 10970 Mora Drive | Giurlani | Gaetano & June L. | | | |
| 331-15-043 | 10898 Mora Drive | Crockett | E. D. & Ann R. | | | |
| 331-15-044 | 10931 Mora Drive | Reynolds | William C. & Janice | | | |
| 331-15-046 | 10701 Mora Drive | De Geus/ | Aart J. and Esther M. <i>John</i> | | | |
| 331-15-047 | (Combined) | <i>John</i> | | | | |
| 331-15-048 | 10990 Terry Way | Debevoise | Helen F. | <i>Helen F. DeBevoise</i> | | <i>10/21/10</i> |
| 331-15-049 | 11000 Terry Way | Richards | Roy C. and Garnet I. | | | |
| 331-15-050 | 10755 Mora Way | Cristal | Edward G. & Gerda | | | |
| 331-15-051 | 10691 Mora Way | Bratton | Timothy R. & Susan S. | | | |
| 331-15-052 | 11151 Mora Way | Minton | Allen R. & Nancy G. | | | |
| 331-15-053 | 11111 Mora Way | Sell | John V. | | | |
| 331-15-054 | 11170 Mora Drive | Seymour | Dale G. & Margo L. | | | |
| 331-15-055 | 10810 Mora Drive | Hughes | Richard W. & Lorraine M. | | | |
| 331-15-056 | 10840 Mora Drive | Rasdal | William D. | | | |
| 331-15-057 | 10868 Mora Drive | Hornby | Grace C. | | | |

**MORA DRIVE SEWER PROJECT
SANITARY SEWER EXTENSION AGREEMENT**

SIGNATURES: PART 2
Sheet 4 of 5

Property Owners Approving Agreement:

| APN | ADDRESS | PROPERTY OWNER(S) | SIGNATURE 1 | SIGNATURE 2 | DATE |
|-----------------------|-----------------------------|----------------------|----------------------------------|---------------------------|----------|
| 331-15-029 | 11090 Mora Drive | Kuo | Daniel D. & Grace | | |
| 331-15-030 | 11120 Mora Drive | Traugott | Earnest A. | | |
| 331-15-033 | 11140 Mora Drive | O'Grady | Thomas M. | | |
| 331-15-036 | 10401 Sunhills Dr. | Inkster | Michael G. & Karen L. | <i>Michael G. Inkster</i> | 10/17/00 |
| 331-15-038 | 11185 Mora Drive | Shahinian | Barbara B. | | |
| 331-15-041 | 11000 Mora Drive | Rodriguez | Robert R. & Louise A. | <i>Robert Rodriguez</i> | 10/19/00 |
| 331-15-042 | 10970 Mora Drive | Giurlani | Gaetano & June L. | | |
| 331-15-043 | 10898 Mora Drive | Crockett | E. D. & Ann R. | | |
| 331-15-044 | 10931 Mora Drive | Reynolds | William C. & Janice | | |
| 331-15-046 | 10701 Mora Drive | De Geus/ | Aart J. and Esther M. | <i>Aart J. De Geus</i> | 10/20/00 |
| 331-15-047 | (Combined) | <i>John</i> | <i>John</i> | <i>Esther M. De Geus</i> | |
| 331-15-048 | 10990 Terry Way | Debevoise | Helen F. | | |
| 331-15-049 | 11000 Terry Way | Richards | Roy C. and Garnet I. | | |
| 331-15-050 | 10755 Mora Way | Cristal | Edward G. & Gerda | | |
| 331-15-051 | 10691 Mora Way | Bratton | Timothy R. & Susan S. | <i>T. Bratton</i> | 10/18/00 |
| 331-15-052 | 11151 Mora Way | Minton | Allen R. & Nancy G. | | |
| 331-15-053 | 11111 Mora Way | Sell | John V. | | |
| 331-15-054 | 11170 Mora Drive | Seymour | Dale G. & Margo L. | | |
| 331-15-055 | 10810 Mora Drive | Hughes | Richard W. & Lorraine M. | | |
| 331-15-056 | 10840 Mora Drive | Rasdal | William D. | <i>William D. Rasdal</i> | 10/18/00 |
| 331-15-057 | 10868 Mora Drive | Hornby | Grace C. | | |

**MORA DRIVE SEWER PROJECT
SANITARY SEWER EXTENSION AGREEMENT**

SIGNATURES: PART 2
Sheet 5 of 5

Property Owners Approving Agreement:

| APN | ADDRESS | PROPERTY OWNER(S) | SIGNATURE 1 | SIGNATURE 2 | DATE |
|-----------------------|-----------------------------|----------------------|---|---------------------------|-----------------|
| 331-15-029 | 11090 Mora Drive | Kuo | Danial D. & Grace | | |
| 331-15-030 | 11120 Mora Drive | Traugott | Earnest A. | | |
| 331-15-033 | 11140 Mora Drive | O'Grady | Thomas M. | | |
| 331-15-036 | 10401 Sunhills Dr. | Inkster | Michael G. & Karen L. | | |
| 331-15-038 | 11185 Mora Drive | Shahinian | Barbara B. | | |
| 331-15-041 | 11000 Mora Drive | Rodriquez | Robert R. & Louise A. | | |
| 331-15-042 | 10970 Mora Drive | Giurlani | Gaetano & June L. | | |
| 331-15-043 | 10898 Mora Drive | Crockett | E. D. & Ann R. | | |
| 331-15-044 | 10931 Mora Drive | Reynolds | William C. & Janice | | |
| 331-15-046 | 10701 Mora Drive | De Geus | Aart J. and Esther M. <i>Toku</i> | | |
| 331-15-047 | (Combined) | <i>Toku</i> | | | |
| 331-15-048 | 10990 Terry Way | Debevoise | Helen F. | | |
| 331-15-049 | 11000 Terry Way | Richards | Roy C. and Garnet I. | | |
| 331-15-050 | 10755 Mora Way | Cristal | Edward G. & Gerda | | |
| 331-15-051 | 10691 Mora Way | Bratton | Timothy R. & Susan S. | | |
| 331-15-052 | 11151 Mora Way | Minton | Allen R. & Nancy G. | | |
| 331-15-053 | 11111 Mora Way | Sell | John V. | | |
| 331-15-054 | 11170 Mora Drive | Seymour | Dale G. & Margo L. | | |
| 331-15-055 | 10810 Mora Drive | Hughes | Richard W. & Lorraine M. <i>Richard W. Hughes</i> | <i>Lorraine M. Hughes</i> | <i>10/18/00</i> |
| 331-15-056 | 10840 Mora Drive | Rasdal | William D. | | |
| 331-15-057 | 10868 Mora Drive | Homby | Grace C. | | |

MORA DRIVE SEWER PROJECT

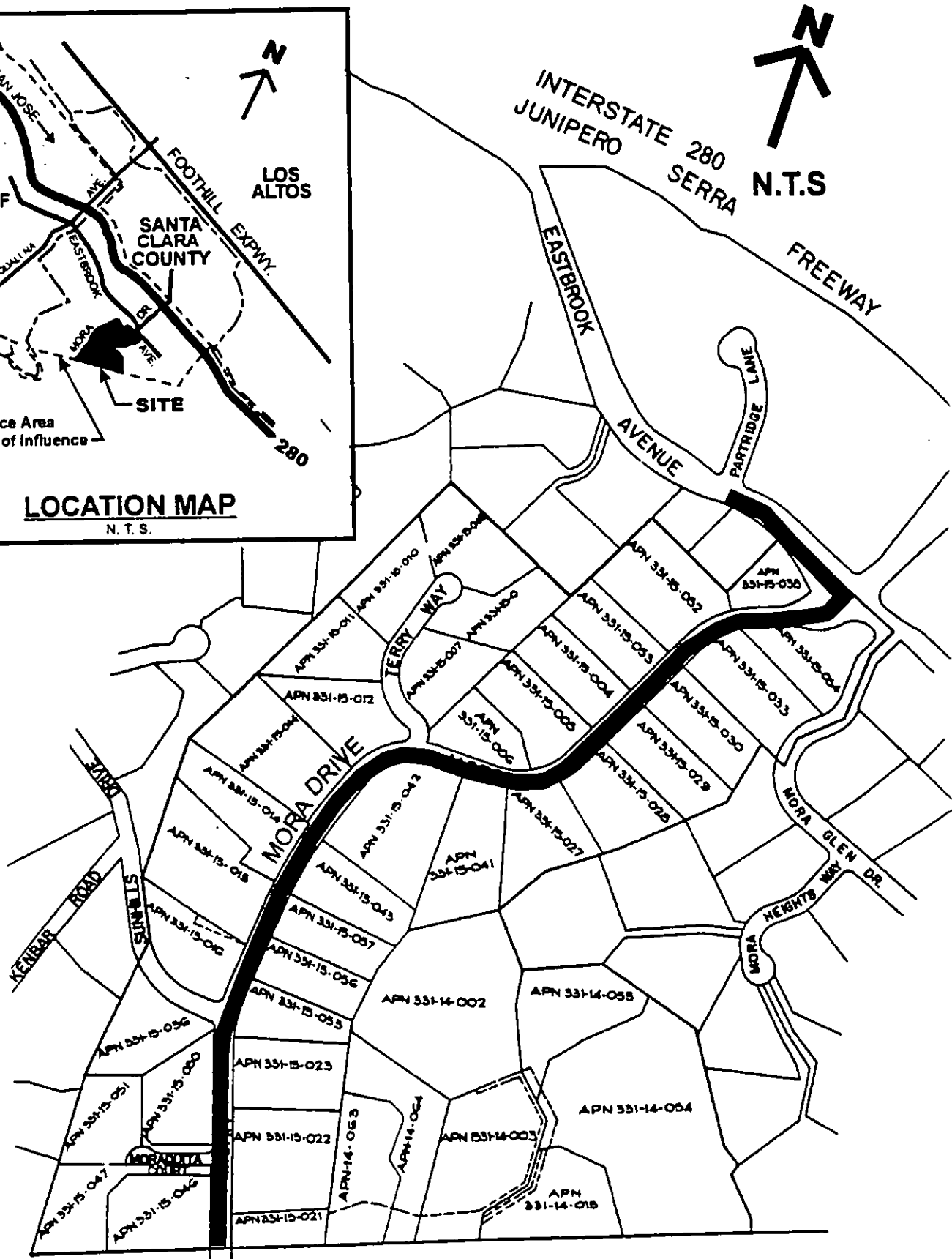
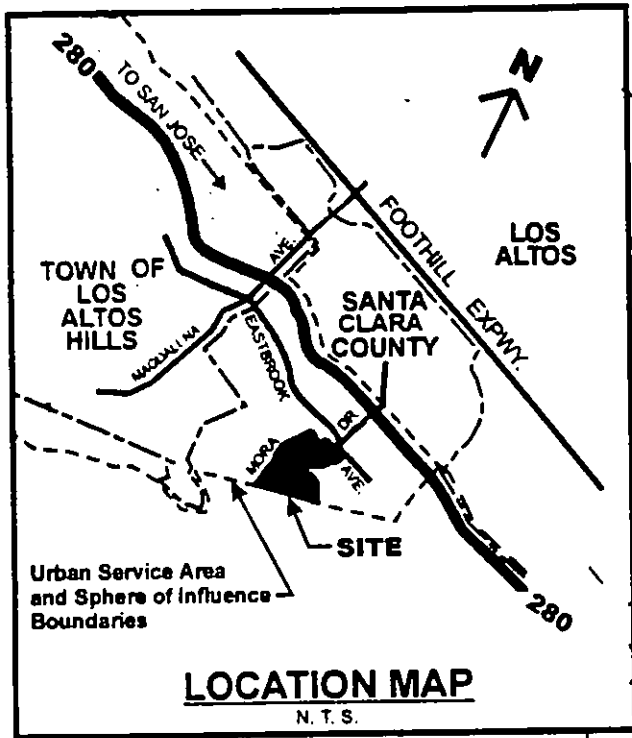
SANITARY SEWER EXTENSION AGREEMENT

SIGNATURES: PART 3
Sheet 2 of 2

Property Owners Approving Agreement:

| APN | ADDRESS | PROPERTY OWNER(S) | SIGNATURE 1 | SIGNATURE 2 | DATE |
|-----------|------------------|-------------------|-----------------|-------------|-----------------|
| 11-15-057 | 10868 Mora Drive | Hornby Grace C. | Grace C. Hornby | | 27 October 2000 |

EXHIBIT A MORA DRIVE SEWER PROJECT



Area includes Jo Mora Ranch, Lots 1-18, 21-38 of Tract Number 10; Valley View Estates, Lots 1-6 of Tract Number 765; A Portion of Lot 40, Subdivision of The Hale Ranch As Recorded in Book "1" of Maps, Pages 48, 49, Records of Santa Clara County; and Record of Survey, Book 201 of Maps at Page 53.

GENERAL AREA MAP

SEWER AGREEMENT

BETWEEN

THE CITY OF LOS ALTOS

AND

THE CITY OF THE TOWN OF LOS ALTOS HILLS

The following is an agreement between the CITY OF LOS ALTOS, a Municipal Corporation, hereinafter referred to as "CITY", and the CITY OF THE TOWN OF LOS ALTOS HILLS, a Municipal Corporation, hereinafter referred to as "TOWN", specifying the terms by which CITY shall maintain certain sanitary sewer facilities within the TOWN and accept sewage from a portion of the TOWN:

RECITALS

1. On or about July 11, 1961, CITY and TOWN entered into an agreement providing for the transportation and treatment of sewage emanating from within a portion of the territorial limits of TOWN and for the normal maintenance of a portion of TOWN's system (herein called the "1961 AGREEMENT").

2. (a) CITY has purchased capacity in a Regional Waste Water Treatment Plant and has constructed a sanitary sewer system within CITY; and the plant and CITY system have sufficient capacity to handle sewage effluent from a portion of TOWN.
(b) TOWN has the potential of ultimately having approximately 2,100 sewer connections in its "Los Altos" drainage basin including unincorporated areas within this portion of TOWN's sphere of influence, and TOWN projects 1,100 total residential connections within said drainage basin during the next five years. Provided, however, in the event of added capacity becoming available as described hereinafter, connections up to a total of 1,500 could be committed.

3. The parties had authority to enter in to the 1961 AGREEMENT and have authority to enter into this substitute Agreement under the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5, Article 1 of the Government Code of California.

AGREEMENT

The parties hereby agree as follows:

1. Administration This agreement shall be administered by CITY, there being no necessity to establish a separate commission.

2. Right to Use The TOWN's existing right to discharge into CITY's

sewer lines domestic sewage emanating from within that portion of TOWN shown on Exhibit "D", attached hereto and incorporated herein by reference, shall continue and be subject to all conditions, limitations, restrictions, terms and provisions contained in this Agreement.

3. Interim Limit on Connections In order to maintain sewage flow from TOWN within limits of CITY's current capacity rights at the treatment plant, TOWN shall be permitted to connect a maximum of 1,100 residential units, or their equivalent, as an interim limit of use. The total number of connections could be adjusted up to 1,500 if the CITY's capacity rights are increased as a result of the purchase of additional capacity rights or correction of infiltration makes additional capacity available. This interim limit may be adjusted by mutual agreement of both parties by a written amendment to this Agreement. Under either or both of the following circumstances the interim limit shall be reviewed for adjustment; (1) when the number of residential units connected reaches 900; and (2) whenever changes in the capacity of the treatment plant are being proposed.

As of the execution of this agreement, of the 1100 units of capacity rights available to TOWN, approximately 970 units of capacity rights have already been acquired in CITY's sewer system by property owners in TOWN. TOWN has made no separate purchase of capacity rights from CITY and nothing in this agreement obligates TOWN to purchase capacity rights.

4. Regulation With respect to said sewage, TOWN shall adopt and enforce the regulations contained in Title 5, Chapter 5, Article 6 - Use of Public Sewers, of the City of Los Altos Municipal Code, and any subsequent revisions thereto.
5. Ownership of Sewers All easements and rights-of-way for main trunk sewers and collector systems and the pipes themselves and appurtenances thereto that presently vest in CITY that lie within the corporate limits of TOWN shall hereafter vest in and be the property of TOWN, EXCEPTING THAT:
- (a) The sewer mains and appurtenances thereto, exclusive of laterals serving TOWN residents and exclusive of mains entering from TOWN, that lie within Summerhill Avenue and that portion of Magdalena Avenue northerly of Interstate 280 shall vest in and be the property of CITY.
- (b) All easements and rights of way and the pipes and appurtenances thereto, exclusive of laterals serving TOWN residents, in the El Monte Trunk Sewer (City Project 1959-8) running from University Avenue in the City of Los Altos southerly through the Town of Los Altos Hills and Foothill College to the intersection of South El Monte Avenue with Moody Road, shall vest in and be the property of CITY.

(c) All easements and rights of way and the pipes and appurtenances thereto, exclusive of laterals serving TOWN residents, in the Adobe Creek Sewer (City Project 1962-18) running generally along Adobe Creek downstream of O'Keefe Lane and upstream of West Edith Avenue shall vest in and be the property of CITY.

(d) The sewer mains and appurtenances thereto, exclusive of laterals serving TOWN residents, that lie within O'Keefe Lane easterly of Adobe Creek shall vest in and be the property of CITY.

TOWN shall assume ownership of any sanitary sewer system, including easements, now or henceforth belonging to CITY in an unincorporated area at such time as TOWN annexes such unincorporated territory containing a CITY owned system excepting as set forth in Subparagraphs (a) through (d) above. Upon such annexation and assumption of ownership by TOWN, CITY shall provide TOWN with copies of available construction plans and other pertinent documents.

TOWN's sewer system within TOWN shall vest in and be the property of TOWN except as noted above.

6. Foothill College CITY shall continue to be the sole provider of sewer service to Foothill College and shall handle all billings for said service. The volume of sewage generated by the College shall not be included in computations relative to flow or capacity rights of TOWN.

7. Maintenance of Sewers CITY shall provide normal maintenance including, but not limited to, routine inspection, rodding, unplugging or flushing of the TOWN's system which connects to the CITY's system. Said normal maintenance shall pertain only to sewer mains and manholes. CITY shall have no obligation to maintain, repair or replace sewer laterals within TOWN.

8. Lateral Rodding Service In those cases where CITY maintenance forces have responded to a request to inspect a sewer main for possible stoppage in TOWN, said CITY forces will furnish a lateral rodding service provided that the following conditions are met:
 - (a) The request to rod the lateral is received while the CITY forces are in the immediate vicinity of the subject lateral.

 - (b) The lateral to be rodded is that portion within the street right of way.

 - (c) A sewer cleanout exists that is to grade, is accessible and is in immediate proximity to the street right of way line.

The purpose of the lateral rodding service shall be to determine if the lateral within the street right of way contains a blockage. If such a blockage is found and the rodding operation does not eliminate the blockage, CITY shall notify TOWN and any further action to eliminate the blockage shall be the responsibility of TOWN. Exhibit E, attached hereto and incorporated by reference, defines the limits for the sewer lateral rodding service.

9. Repair of Sewers The repair of sewer mains and manholes owned by TOWN shall be the obligation of TOWN. Whenever it is determined by CITY that a problem exists within the TOWN's sewer main system, exclusive of emergencies, which requires more than normal maintenance by CITY and which can be eliminated by performing the appropriate repairs, CITY shall notify the TOWN in writing, describing the problem, its location and a recommended course of action. Except in emergency situations, CITY shall have no obligation to make repairs to TOWN owned sewers. Only in emergency situations affecting the operation of the TOWN's sewer main system will CITY be obligated to perform repairs involving excavations and pipe replacement. An emergency is defined as a situation requiring immediate attention in order to keep the sewer line in service or to prevent a health hazard. CITY shall be under no obligation to make emergency repairs in cases where CITY has previously notified TOWN in writing of problems needing repair and TOWN has not taken corrective action within 60 days of receiving written notification.

10. Sewer Service Charge The annual sewer service charge shall reimburse CITY for its costs incurred in transporting and treating sewage emanating from TOWN and costs associated with maintaining and operating a portion of TOWN's sewer system, Pine Lane Lift Station, and certain shared sewer mains and truck lines. For the service and use to be provided by the CITY under terms hereof, CITY shall charge an annual sewer service charge to properties within the corporate limits of TOWN in accordance with Exhibit "C" attached hereto and incorporated herein by reference. Upon determining the amount of the annual sewer service charge for the next fiscal year, CITY shall notify TOWN in writing no later than May 15th of each year. The CITY may include the annual sewer service charges on the County property tax billings for properties within TOWN by submitting the individual charges directly to the County Tax Collector by CITY only after TOWN has had a reasonable opportunity to review the proposed annual sewer service charge. If the TOWN has not approved by resolution the amount of the proposed annual sewer service charge by June 15, of any year, CITY may process charges to Tax Collector subject to a mutually agreed upon adjustment to the following year's sewer service charge.

(a) Calculation of Sewer Service Charge It is mutually agreed that for each single family residential connection, a per connection flow rate of 300 gallons per day, as shown on Exhibit "C", will be used in determining the volume of sewage generated in the portion of TOWN served by CITY. The single family residential connection shall be the basic unit for determining annual charges. For all connections other than single family residential, the annual volume of sewage will be mutually agreed upon by CITY and TOWN, except where an agreement with the CITY already exists stipulating the method for determining either the annual charge or the annual volume of sewage. No later than June 1, 1987, the City Engineers of CITY and TOWN shall jointly review and establish criteria and methods to determine the connection flow rate in gallons per day as shown in Exhibit "C" per single family residential connection and shall jointly determine if a different volume of flow should be used for computing subsequent annual charges.

(b) Rate Adjustment Postponement Option CITY shall have the option to postpone to the following year the adjustment of the annual sewer service charge applied to properties in TOWN. However, any revenues lost or gained as a result of such a postponement shall be carried over and used in the computation of subsequent annual sewer service charges in such a manner that the net revenues to the CITY are essentially the same as if a postponement had not occurred.

11. Sewer Reserve Fund The annual sewer service charge shall include a charge for the TOWN's Sewer Reserve Fund at the written request of TOWN. The amount shall be established by TOWN and shall be included by CITY in the annual sewer service charge. CITY may decline to include reserve funds in years in which no rate changes are proposed but in the third consecutive year with no change, CITY shall include funds for reserve if so requested. Funds received by CITY are to be paid to TOWN by January 31 and May 31 in tax year collected.

12. Pine Lane Lift Station All of the costs related to operating the Pine Lane lift station shall be shared between CITY and TOWN based on the number of single family residential connections and equivalent single family connections served in each jurisdiction. TOWN's proportionate share shall be included in the annual sewer service charge. In the event that TOWN is eventually able to physically divert its sewage away from the Pine Lane lift station, upon such diversion the TOWN's obligation to share in the costs of the lift station shall cease.

13. Minor Capital Improvements Included in the calculation of the above mentioned annual sewer service charge is an amount representing the cost of "minor" capital improvements at the Palo Alto Regional Water Quality Control Plant (RWQCP). Minor capital improvements are hereby defined as capital improvements which are

accomplished using funds shown in each year's operating budget for the Regional Water Quality Control Plant and identified as being for Minor Capital Improvements.

14. Major Capital Improvements Capital improvements at the RWQCP that are billed to the CITY by Palo Alto separately from the budgeted funds identified as being for Minor Capital Improvements shall be considered to be Major Capital Improvements.

(a) Share Payable by TOWN TOWN shall share in the actual costs to CITY of major capital improvements to the RWQCP as follows:

(1) When Revenue Bonds are used for financing capital improvements, the annual debt service shall be included in the annual Treatment Plant Expenses (Item 1 in Exhibit "C").

(2) For improvements that are financed by lump sum cash payments, CITY and TOWN shall mutually agree on the amount of TOWN's share and on the method of payment by a subsequent written agreement.

(b) Funding from Outside Sources Each party agrees to cooperate with the other in applications for grants or funds from outside sources to cover expansion, repair, or maintenance of facilities covered by this Agreement.

15. Approval of Sewer Main Extensions All sewer extensions involving mains and manholes within TOWN that are to be maintained pursuant to this Agreement shall be constructed in accordance with the CITY's Standard Specifications and in accordance with the minimum design standards of the CITY. Engineering plans for such sewer construction shall be sent by TOWN to CITY upon their receipt by TOWN. The City's Engineering Department shall promptly review such plans and submit comments thereon to the Los Altos Hills City Engineer. Final engineering plans for such sewer construction shall be approved by the Los Altos City Engineer prior to approval by the Los Altos Hills City Engineer.

16. Inspection of Sewer Main Extensions TOWN shall have the primary responsibility for the inspection and acceptance of sewer main extensions in TOWN. CITY retains the right to make construction inspections and to witness the balling and testing of all collector sewers constructed within TOWN if such sewers are to be maintained by CITY. CITY is to be notified when construction commences to assure the opportunity for inspections. CITY may reject responsibility for maintenance of sewer mains constructed without CITY's prior approval of construction plans or where the opportunity for inspections was not provided by TOWN.

17. Inspection of Sewer Lateral Construction TOWN shall have the primary responsibility for the inspection of individual sewer lateral construction in TOWN both on private property and in public rights of way. For laterals constructed in public rights of way or public sewer easements, TOWN shall provide CITY with information regarding exact location, date, and type of connection within ten (10) days of completion.
18. Connections to Existing CITY Maintained Sewers CITY retains the right to inspect all future direct connections to existing sewer mains maintained by CITY when such connections are being made. Not less than 24 hours advance notice of any proposed direct connection to a CITY maintained sewer main shall be furnished to CITY by TOWN prior to commencement of work on any such connection so as to provide CITY with the opportunity to inspect the actual connection to the sewer main.
19. Connections to CITY Owned Sewers CITY shall have the primary responsibility for the inspection of all connections made directly to sewer mains owned by CITY. The inspection of the sewer lateral construction, exclusive of the actual connection to the main, shall be as set forth in Section 17 above.
20. Backflow Prevention Devices TOWN shall require the installation of backflow prevention devices for all new sewer connections where the building served by the public sewer is so situated that

the lowest drain opening in the building is less than two (2) feet above the rim of the nearest upstream manhole. Such devices shall be installed so as to prevent the flow of sewage from publicly owned and maintained sewer mains into any building or structure.

21. Sewer Connection Permits Before connecting any individual dwelling or other structure in TOWN to any sewer facility that is or that eventually connects to a CITY maintained sewer, a CITY sewer connection permit must first be obtained for said connection from CITY. A sewer connection permit issued by the CITY shall be recognized as a TOWN sewer connection permit and the obtaining of a separate sewer connection permit from the TOWN shall not be required, except that the TOWN may notify the CITY in writing that after a specific date TOWN sewer connection permits must be obtained from the TOWN.

In order to obtain a CITY sewer connection permit, applicants must pay all appropriate fees established by CITY and TOWN. TOWN shall furnish CITY with all of its established fee schedules relating to sewers and shall send CITY written notification of any revisions affecting TOWN's sewer fees. CITY shall be responsible for collecting only those TOWN sewer fees that are in accordance with established fee schedules furnished to CITY by TOWN. TOWN fees shall be forwarded to TOWN by CITY on a quarterly basis. No administrative charge shall be applied to TOWN's fees.

TOWN shall send monthly reports of final building inspections, / in the area covered by this contract including sewer hook ups, on primary and secondary dwellings to CITY to ascertain that all appropriate connections have obtained permits from CITY.

CITY sewer permit fees shall be collected in accordance with the Los Altos Municipal Code and this Agreement.

22. Fees Due Prior to Connection In addition to the sewer fees established by the TOWN, the following fees shall be paid to CITY by property owners or developers prior to issuance of a CITY sewer connection permit:
- a. "Connection" fees shall be charged in accordance with Section 5-6.103 (a) (1) of the Los Altos Municipal Code plus an additional ten percent (10%). (Copy of current Municipal Code Section attached as Exhibit "A")
 - b. "Capacity Acquisition" fees shall be charged in accordance with City of Los Altos Resolution No. 84-52 (Exhibit "B" attached hereto) and any subsequently adopted City resolutions establishing a schedule of capacity acquisition charges. CITY shall not adopt any schedule of acquisition charges which would increase the charge until ~~TOWN has had a reasonable opportunity to review and comment on the proposed new schedule of charges.~~ before the year 2000 without Town's prior approval. Thereafter City shall not adopt any schedule of acquisition charges until Town has had a reasonable opportunity to review and comment on the proposed new schedule of charges.

c. "In Lieu of Assessment" fees shall be paid to CITY by properties connecting to a CITY owned sewer main if that property was either not in an assessment district or was assessed for a lesser number of connections than is subsequently proposed. The amount of the fee shall be computed by the Los Altos City Engineer based upon the share of the cost of said sewer main and facilities the connecting property would have paid had it been assessed by an assessment district. Properties connecting to sewer mains constructed by Town administered assessment districts shall not be required to pay "In Lieu of Assessment" fees to CITY, but may be required to pay such fees to the TOWN if such fees have been established by TOWN.

23. Unpaid Fees Upon learning that any person in TOWN has connected to the sewer system without having paid all appropriate fees due TOWN and/or CITY under the terms of this Agreement, either party to this Agreement shall promptly notify the other and furnish any information concerning the connection and the identity of the person making the connection which the notifying party has obtained.

TOWN and CITY shall cooperate in efforts to collect unpaid sewer fees and TOWN shall make every reasonable effort to see that CITY is paid all appropriate sewer fees due from persons in TOWN.

24. Determination of Unreported Connections It shall be the responsibility of TOWN to control and manage sewer connections from properties within TOWN. In cases where CITY has reason to believe that certain properties in TOWN may be connected to the public sewer system, but such connections have not been adequately verified and reported to CITY, an investigation may be requested by CITY. Upon receiving such a request, TOWN shall promptly investigate the connection status of a subject property and shall verify whether or not the subject property is in fact connected to the public sewer system. CITY forces shall cooperate with TOWN in such investigations by performing dye tests and making other physical inspections under the supervision of TOWN.

TOWN shall cooperate with CITY regarding the adoption by TOWN of any appropriate ordinances concerning sewer fees and service charges which would enable CITY and TOWN to collect any unpaid monies from the owners of property in TOWN whose connection to TOWN's/CITY's sewer system is discovered after the connection was made.

25. Street Work The raising to grade of sewer manhole frames and covers, owned by TOWN, required in connection with street resurfacing projects within TOWN shall be accomplished promptly by TOWN.

26. Sewer Master Plan TOWN shall adopt a Master Plan for the present and future development of the collector system to serve the area of TOWN covered by this Agreement (area within TOWN's Sewer Assessment District No. 4 and area served by Pine Lane lift station) within three (3) years from the effective date of this Agreement. Future construction of sewers shall be in conformance with the Master Plan to assure adequacy of system design and maintenance.
27. Limited Rights Except as expressly provided herein, nothing contained in this Agreement shall be deemed to give CITY or TOWN any ownership rights or any other right, title or interest in or to the other party's sanitary sewerage system, or any part thereof.
28. Breach and Remedies
- (a) Breach of Covenants In case of a breach or alleged breach on the part of either party in the performance of any of its obligations hereunder, notice of said breach shall be given to it in writing by the other party, delivered to the office of the Clerk thereof, or mailed to said office registered mail, postage prepaid, and said party shall have seventy-five (75) days from the date of delivery to cure said breach.

(b) Remedies

(1) Cumulative Each remedy conferred hereby or by the law shall be cumulative and may be exercised without regard to any other remedy conferred hereby or by the law.

(2) Waiver No waiver of any default or breach of duty or contract shall affect any subsequent default or breach of duty or contract or shall impair any rights or remedies herein.

(3) Delays No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be constructed to be a waiver of any such default.

29. Term of Agreement The term of this Agreement shall commence on July 1, 1984, and shall continue thereafter from year to year until terminated by either party hereto. Either party may terminate this Agreement on June 30th of any year by the giving of at least six (6) months written notice to the other party.

30. Insurance CITY shall maintain insurance covering the operations of CITY, its equipment and personnel, both within the limits of CITY and the limits of TOWN, and said insurance policies shall provide that they may not be cancelled without thrity (30) days written notice to TOWN. TOWN shall maintain insurance covering the operations of TOWN, its equipment and personnel, both within

the limits of CITY and the limits of TOWN, and said insurance policies shall provide that they may not be cancelled without thirty (30) days written notice to CITY. The insurance carried by each party pursuant to this paragraph shall name the other party as an additional insured, and a certificate stating coverage shall be sent to each party yearly.

31. Indemnification TOWN and CITY agree to each defend, save and hold harmless the other municipal corporation, and its respective officers, agents and employees from and against any and all claims, demands, suits, causes of actions, orders, decrees, or judgements for injury, or death, or damage to person or property, loss, damage and liability (including all costs and attorney's fees incurred in defending any claim, demand or cause of action) regardless of the theory or basis upon which the same may be instituted or brought, occasioned by, growing out of, or arising or resulting from any negligent error, omission or act on the part of TOWN or CITY, or its respective agents or employees as a result of the performance by TOWN or CITY of any acts required to be performed by TOWN or CITY, as the case may be, under this Agreement.
32. Records Each party hereto shall have the right to audit the books and records of the other pertaining to the matters covered by this Agreement.

33. 1961 Agreement From and after the effective date hereof, the 1961 Agreement shall be terminated, suspended, and of no further force or effect.

34. General Provisions This writing constitutes the entire Agreement between the parties hereto and no oral modifications may be made. Any and all prior oral agreements between the parties have been incorporated in full into this Agreement. If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This Agreement may be modified only by an instrument signed and executed by duly authorized executives and ratified by respective City Councils of CITY and TOWN.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 198__.

ATTEST:

CITY OF LOS ALTOS
A Municipal Corporation,

City Clerk

By _____
Mayor

APPROVED AS TO FORM:


Los Altos City Attorney

CITY OF THE TOWN OF LOS ALTOS HILLS,
A Municipal Corporation.

ATTEST:



City Clerk

By 

Mayor

APPROVED AS TO FORM:

Los Altos Hills City Attorney

EXHIBIT A

Sec. 5-6.1w. Connection charges.

(a) *Los Altos Sewer System.*

(1) Connection charges to connect to the Los Altos Sewer System for property located in the City limits shall be Ninety-Five and no/100ths (\$95.00) Dollars per connection unit.

(2) Connection charges to connect to the Los Altos Sewer System for property located outside the City limits shall be One Hundred Ninety and no/100ths (\$190.00) Dollars per connection unit unless another rate is specifically agreed upon prior to connection by resolution of the Council.

(b) *Capacity rights.* No charge shall be made by the City for connections to the sanitary sewer system where the property has been assessed for, and has paid, or a lien has been established for capacity rights in the system in connection with assessment proceedings conducted by the City. Such charge for capacity rights shall be at least equal to the amount which would otherwise be charged pursuant to this section for each connection unit. Any connections over and above the number charged for the parcel in the assessment proceedings shall be paid, prior to issuance of a permit, in accordance with the then established connection charge.

(c) *Determination of connection units.* Connection units shall be determined in accordance with the following schedule:

| <i>Type of Connection</i> | <i>Number of Connection Units</i> |
|---------------------------|---|
| Residential | 1 per residence, residential unit, or apartment |
| All other | 1 plus 1 additional unit for each 10 plumbing fixtures or fraction thereof over 10 ("plumbing fixtures" shall be as defined in the Uniform Plumbing Code) |

(d) *St. Joseph Sewer System.* Connection charges for connections to the St. Joseph Sewer System and tributary sewers covered by reimbursing contracts, including, but not limited to, the Vista Los Altos Sewer System, shall be as follows:

(1) For each single-family residence connection, Ninety-Five and no/100ths (\$95.00) Dollars;

(2) For other than residence connections, Two Hundred Fifty and no/100ths (\$250.00) Dollars per acre, or fraction thereof;

(3) In the event such system is used as a collector by the individual connecting, an additional connection charge of Two and no/100ths (\$2.00) Dollars per lineal foot of frontage shall be made for each connection from property directly fronting on such sewer line extension; provided, however, the minimum charge for each connection with any such property having a frontage of eighty (80) feet or less shall be One Hundred Sixty and no/100ths (\$160.00) Dollars; the maximum charge for each connection with any such property having a frontage greater than eighty (80) feet but less than 200 feet shall be Four Hundred and no/100ths (\$400.00) Dollars; and the charge for each connection with any such property having a frontage of more than 200 feet shall be fixed by negotiation at the time of connection. In the event any system or tributary is used as a trunk rather than as a collector, the only charge shall be Ninety-Five and no/100ths (\$95.00) Dollars for each single-family residence connection or for all others Two Hundred Fifty and no/100ths (\$250.00) Dollars per acre, or fraction thereof.

(§§ 3, 4, Ord. 138, as amended by § 2, Ord. 323, eff. June 24, 1963, and § 1, Ord. 350, eff. April 21, 1966)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALTOS
ESTABLISHING A SCHEDULE OF SEWER CAPACITY ACQUISITION CHARGES

WHEREAS, the City of Los Altos by virtue of Resolution 67-52 has indicated its willingness to accept connections for sewer service from outside its incorporated limits, and

WHEREAS, the City of Los Altos by virtue of Resolution 69-7, a copy of which is hereto attached as Exhibit 'A', established a schedule of capacity acquisition charges for sewer service, and

WHEREAS, said schedule does not specify amounts beyond 1984, and

WHEREAS, the City of Los Altos will continue to accept connections for sewer service from outside its incorporated limits beyond 1984.

NOW, THEREFORE, BE IT HEREBY RESOLVED that, in equity, the following schedule of capacity acquisition charges for the calendar years through 2000 be adopted:

| | | |
|---------------|------|-----------|
| Calendar Year | 1985 | \$ 713.20 |
| | 1986 | 784.52 |
| | 1987 | 862.97 |
| | 1988 | 949.26 |
| | 1989 | 1,044.19 |
| | 1990 | 1,148.61 |
| | 1991 | 1,263.47 |
| | 1992 | 1,389.82 |
| | 1993 | 1,528.80 |
| | 1994 | 1,681.68 |
| | 1995 | 1,849.85 |
| | 1996 | 2,034.83 |
| | 1997 | 2,238.31 |
| | 1998 | 2,462.15 |
| | 1999 | 2,708.36 |
| | 2000 | 2,979.20 |

* * * *

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Council of the City of Los Altos at a meeting of said Council held on the 17th day of July, 1984, by the following roll call vote:

AYES: Mayor Kallshian, Councilmen Cullinan, Eng, Verlot,
and Councilwoman Reed
NOES: None
ABSENT: None

Darryl Kallshian
Mayor

EXHIBIT "C"

DETERMINATION OF ANNUAL SEWER CHARGES FOR TOWN OF LOS ALTOS HILLS

The CITY shall prepare an estimate of costs no later than May 15 of each year for the purpose of determining the annual charge for sewer service in TOWN for the following fiscal year (July 1 - June 30). The background for the cost estimation and the proposed Resolution fixing the annual charge shall be submitted to TOWN. CITY shall notify TOWN if no rate adjustment is to occur. When a delay occurs in receiving information from the City of Palo Alto, CITY shall submit the information available and shall furnish the Palo Alto information when received. For purposes of the historical cost data relative to Items 3 and 4, prior service years shall cover the period of April 1 through March 31, and TOWN shall be notified if any changes in these dates are proposed.

This estimate will include the following seven items:

ITEM 1 - TREATMENT PLANT EXPENSES

Annual Treatment = 300 gal. per day X 365 days X cost of
Cost per Unit treatment per gal.*

*Cost of treatment per gallon shall be based on estimates prepared the City of Palo Alto and shall be on the total estimated treatment cost to Los Altos divided by the total estimated flow from the Los Altos service area.

The projected cost per unit shall be adjusted by the difference between the actual and estimated cost per unit for the previous complete fiscal year (for example, in computing the cost for FY 85-86 in May of 1985, the adjustment will be based on the difference between actual and estimated costs for FY 83-84).

ITEM 2 - TRUNK SEWER MAINTENANCE COSTS

Annual Trunk Maintenance = $\frac{300 \text{ gal/day}}{\text{Total Trunk Flow per day}}$ X Estimated total
Cost per Unit annual trunk
maintenance cost*

*Cost to be estimated by Los Altos City Engineer and identified in each year's operating budget.

ITEM 3 - COLLECTION SYSTEM MAINTENANCE COSTS

Cost of collection system maintenance in TOWN shall be based on actual services provided.

Cost of Collection System = $\frac{1}{\text{Total No. of Town Units}}$ X Estimated collection system maintenance cost in TOWN*

*Based on hours of service and at an hourly rate including labor, fringe benefits, equipment, materials, and incidental services. The hourly rate shall be determined each year by the Los Altos City Engineer and shall be identified in the CITY's operating budget.

The number of hours of service shall be estimated by averaging the hours of service for the previous three years. In years prior to FY 82-83, the hours of service shall be estimated and from FY 82-83 and beyond, actual time records of hours of service will be used. If in the previous service year the City incurred "outside" costs (i.e. emergency repair work by contractors, sewage backup damages, etc.), the maintenance cost estimate based on hours of service shall be adjusted so as to reimburse the CITY for "outside" costs.

ITEM 4 - PINE LANE LIFT STATION EXPENSES

Cost of Pine Lane = $\frac{1}{\text{Total Number of TOWN units}}$ X $\frac{\text{No. of TOWN units through station}}{\text{Total Units through station}}$ X Estimated annual cost of maintenance and operation*

*Cost to include labor, fringe benefits, equipment, materials, electricity, alarm system costs, an allocation for future equipment replacement, and any other services directly related to the lift station. Labor hours shall be estimated using the average of the previous three years of actual hours of service.

ITEM 5 - INCIDENTAL COSTS

Item 5a - Engineering and Supervision

A fee of 7% of Items 1 through 4 shall be included in the annual charge for Engineering and Supervision.

Item 5b - General Overhead Expenses

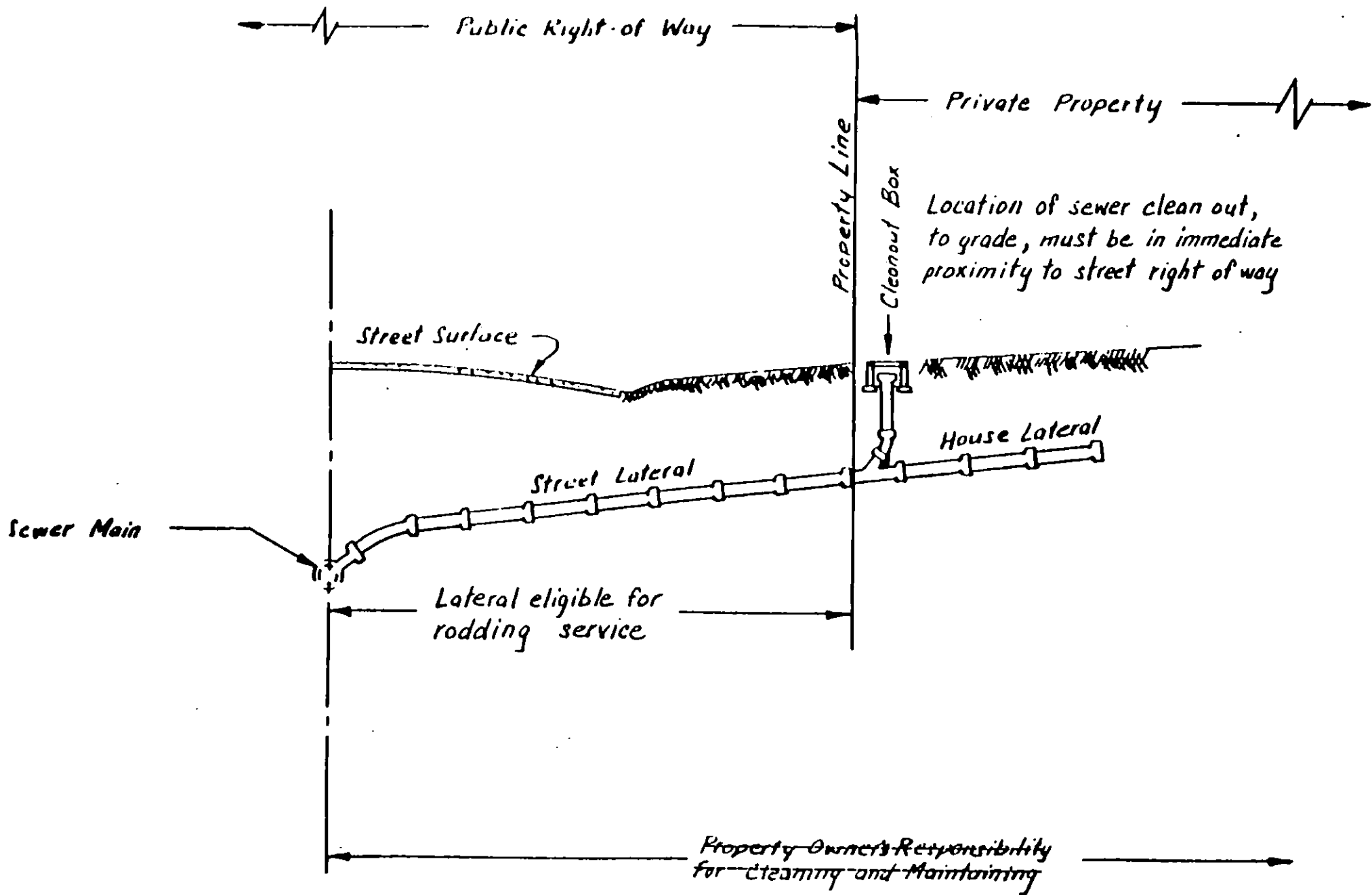
A fee of 8% of Items 1 through 4 shall be included in the annual charge for General Overhead Expenses.

ITEM 6 - TOWN'S SEWER RESERVE FUND

The annual sewer service charge shall include a charge for the TOWN's Sewer Reserve Fund at the written request of TOWN. The amount shall be established by TOWN and shall be included by CITY in the annual sewer service charge. CITY may decline to include reserve funds in years in which no rate changes are proposed but in the third consecutive year with no change, CITY shall include funds for reserve if so requested. Funds are to be paid to TOWN by January 31 and May 31 in tax year collected.

SUMMARY

The total annual sewer service charge per unit for TOWN properties served by CITY shall be the sum of Items 1 through 6.



CROSS SECTION

DEFINING LATERAL RODDING SERVICE

**SEWER AGREEMENT BETWEEN THE CITY OF LOS ALTOS AND THE CITY OF THE
TOWN OF LOS ALTOS HILLS**

FIRST AMENDMENT TO AGREEMENT

This is the first amendment to that certain agreement between the City of Los Altos (City) and the City of the Town of Los Altos Hills (Town) entitled SEWER AGREEMENT BETWEEN THE CITY OF LOS ALTOS AND THE CITY OF THE TOWN OF LOS ALTOS HILLS, entered into on March 26, 1985.

The parties agree that:

1. Section 3, Interim Limit on Connections, is amended by adding the following sentence to the end of this section:

Furthermore, nothing in this Agreement obligates Town to provide sewer connections to those who have acquired capacity rights or to those who have not.

2. Section 5d, Ownership of Sewers, is amended in full to read:

The sewer mains and appurtenances thereto, exclusive of laterals serving TOWN residents, that lie within O'Keefe Lane from and including the manhole from 350 feet, more or less, easterly of Dianne Drive to El Monte Avenue, shall vest in and be the property of CITY.

3. Section 10, Sewer Service Charge is amended in full to read:

The annual sewer service charge shall reimburse CITY for its costs incurred in transporting and treating sewage emanating from TOWN and costs associated with maintaining and operating a portion of TOWN's sewer system, Pine Lane Lift Station, O'Keefe Lift Station, and certain shared sewer mains and trunk lines. For the service and use to be provided by the CITY under terms hereof, CITY shall charge an annual sewer service charge to properties within the corporate limits of TOWN in accordance with revised Exhibit "C" attached hereto and incorporated herein by reference. Upon determining the amount of the annual sewer service charge for the next fiscal year, CITY shall notify TOWN in writing no later than April 15th of each year. The CITY may include the annual sewer service charges on the County property tax billings for properties within TOWN by submitting the individual charges directly to the County Tax Collector by CITY only after TOWN has had a reasonable opportunity to review the proposed annual sewer service charge. If the Town has not approved by resolution the amount of the proposed annual sewer service charge by May 15, of any year, CITY may process charges to Tax Collector subject to a mutually agreed upon adjustment to the following year's sewer service charge.

4. Section 12, Pine Lane Lift Station is amended in full to read:

12. Pine Lane Lift Station and O'Keefe Lift Station All of the costs related to operating the Pine Lane Lift Station and O'Keefe Lift Station shall be shared between CITY and TOWN based on the number of single family residential connections and equivalent single family connections served in each jurisdiction. TOWN's proportionate share shall be included in the annual sewer service charge. In the event that TOWN is eventually able to physically divert its sewage away from the Pine Lane Lift Station, upon such diversion the TOWN's obligation to share in the costs of the lift station shall cease.

5. Section 21, Sewer Connection Permits, is amended in full to read:

Before connecting any individual dwelling or other structure in Town to any sewer facility that is or that eventually connects to a City maintained sewer, in addition to any permits required by Town, a City sewer connection permit must first be obtained for said connection from City. In order to obtain a City sewer connection permit, applicants must pay all appropriate fees established by City. In order to obtain any necessary Town permits, applicants must pay all appropriate fees established by Town.

Town shall send quarterly reports of final building inspections, including sewer hook-ups on primary and secondary dwellings, in the geographical area covered by this Agreement, to City to ascertain that all appropriate connections have obtained permits from City.

City sewer permit fees shall be collected in accordance with the Los Altos Municipal Code and this Agreement.

6. Exhibit "C", DETERMINATION OF ANNUAL SEWER SERVICE CHARGES FOR TOWN OF LOS ALTOS HILLS first paragraph is amended as shown on the revised Exhibit C attached hereto.

7. Except as amended herein, all terms and conditions of said agreement shall remain in full force and effect.

WHEREFORE the parties have entered into this amendment to agreement on the dates shown below:

"TOWN"

"CITY"

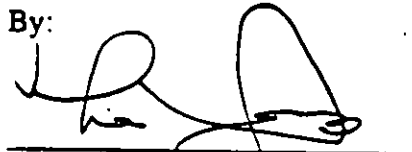
CITY OF TOWN OF LOS ALTOS HILLS, a municipal corporation.

CITY OF LOS ALTOS, a municipal corporation.

DATE April 7, 1993

DATE 6-24-93

By:

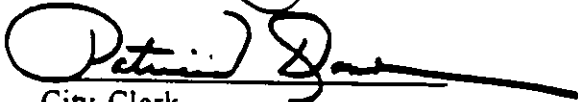


City Manager

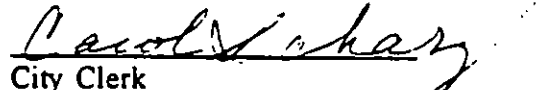
By:



City Manager

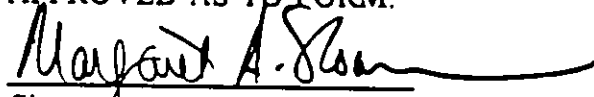


City Clerk




City Clerk

APPROVED AS TO FORM:



City Attorney

APPROVED AS TO FORM:



City Attorney

↑
April 7, 1993
date reflects
date of Reso.
26-93
Los Altos Hills

EXHIBIT "C"

DETERMINATION OF ANNUAL SEWER CHARGES FOR TOWN OF LOS ALTOS HILLS

The CITY shall prepare an estimate of costs no later than April 15th of each year for the purpose of determining the annual charge for sewer service in TOWN for the following fiscal year (July 1 - June 30). The background for the cost estimation and the proposed Resolution fixing the annual charge shall be submitted to TOWN. City shall notify TOWN if no rate adjustment is to occur. When a delay occurs in receiving information from the City of Palo Alto, CITY shall submit the information available and shall furnish the Palo Alto information when received. For purposes of the historical cost data relative to Items 3 and 4, prior service years shall cover the period of March 1 through February 28 (or February 29 in leap years), and TOWN shall be notified if any changes in these dates are proposed.

This estimate will include the following seven items:

ITEM 1 - TREATMENT PLANT EXPENSES

Annual Treatment Cost per unit =

300 gallons per day x 365 days x cost of treatment per gallon *

* Cost of treatment per gallon shall be based on estimates prepared by the City of Palo Alto and shall be on the total estimated treatment cost to Los Altos divided by the total estimated flow from Los Altos service area.

The projected cost per unit shall be adjusted by the difference between the actual and estimated cost per unit for the previous complete fiscal year (for example, in computing the cost for FY 93-94 in April of 1993, the adjustment will be based on the difference between actual and estimated costs for FY 91-92).

ITEM 2 - TRUNK SEWER MAINTENANCE COSTS

Annual Trunk Maintenance Cost per Unit =

300 gallons per day x Estimated total annual trunk maintenance cost /
Total Trunk Flow per day

* Cost to be estimated by Los Altos City Engineer and identified in each year's operating budget.

ITEM 3 - COLLECTION SYSTEM MAINTENANCE COSTS

Cost of collection system maintenance in TOWN shall be based on actual services provided.

Cost of Collection System Maintenance per Unit =

Estimated collection system maintenance cost in TOWN *
Total Number of Town Units

* Based on hours of service and at an hourly rate including labor, fringe benefits, equipment, materials, and incidental services. The hourly rate shall be determined each year by the Los Altos City Engineer and shall be identified in the City's operating budget.

The number of hours of service shall be estimated by averaging the hours of service for the previous three years. In years prior to FY 82-83, the hours of service shall be estimated and from FY 82-83 and beyond, actual time records of hours of service will be used. If in the previous service year the City incurred "outside" costs (i.e. emergency repair work by contractors sewage backup damages, etc.), the maintenance cost estimate based on hours of service shall be adjusted so as to reimburse the CITY for "outside" costs.

ITEM 4 - LIFT STATION EXPENSES

Cost of lift station expenses per unit =

TOWN's cost of Pine Lane + TOWN's cost of O'Keefe
total number of TOWN units in the Los Altos Basin

Item 4a - where TOWN's Cost of Pine Lane Lift Station per Unit =

Number of TOWN units using
through Pine Lane Lift Station
Total number of TOWN units
using Pine Lane Lift Station

x

Estimated annual cost of maintenance and operation*
of Pine Lane Lift Station
~~Total units through station~~

* Cost to include labor fringe benefits, equipment, materials, electricity, alarm system costs, an allocation for future equipment replacement, and any other services directly related to the lift station. Labor hours shall be estimated using the average of the previous three years of actual hours of service.

Item 4b - and TOWN's Cost of O'Keefe Lift Station per Unit =

| | |
|---|---|
| Number of TOWN units using <u>through O'Keefe Lift Station</u> x | Estimated annual cost of maintenance and operation* <u>of O'Keefe Lift Station</u> |
| Total number of TOWN-units using O'Keefe Lift Station | <u>Total-units-through-station</u> |

* Cost to include labor fringe benefits, equipment, materials, electricity, alarm system costs, an allocation for future equipment replacement, and any other services directly related to the lift station. Labor hours shall be estimated using the average of the previous three years of actual hours of service.

ITEM 5- INCIDENTAL COSTS

Item 5a - Engineering and Supervision

A fee of 7% of Items 1 through 4 shall be included in the annual charge for Engineering and Supervision.

Item 5b - General overhead Expenses

A fee of 7.8% of Items 1 through 4 shall be included in the annual charge for General Overhead Expenses

ITEM 6- TOWN'S SEWER RESERVE FUND

The annual sewer service charge shall include a charge for the TOWN's Sewer Reserve Fund at the written request of TOWN. The amount shall be established by TOWN and shall be included by CITY in the annual sewer service charge. CITY may decline to include reserve funds in years in which no rate changes are proposed but in the third consecutive year with no change, CITY shall include funds for reserve if so requested. Funds are to be paid to TOWN by January 31 and May 31 in tax year collected.

SUMMARY

The total annual sewer service charge per unit for TOWN properties served by CITY shall be the sum of Items 1 through 6.

RESOLUTION NO. 16-85

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
SEWER AGREEMENT BETWEEN THE CITY OF THE TOWN OF
LOS ALTOS HILLS AND THE CITY OF LOS ALTOS

RESOLVED, by the City Council of the City of the Town of Los Altos Hills, County of Santa Clara, State of California, that

WHEREAS, heretofore on or about July 11, 1961 the City Council of the City of the Town of Los Altos Hills (herein called "The Town") and the City of Los Altos entered into an agreement relating to the transportation and treatment of sewage emanating from a portion of the Town; and

WHEREAS, the City Council of the City of the Town of Los Altos Hills has read and considered that certain "Sewer Agreement between the City of Los Altos and the City of the Town of Los Altos Hills" (herein called "The Agreement") wherein the 1966 Sewer Service Agreement would be replaced,

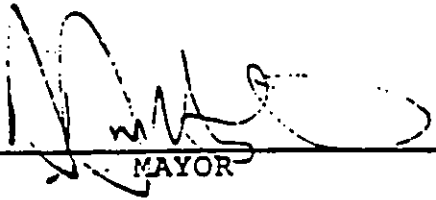
NOW, THEREFORE, IT IS HEREBY FOUND, ORDERED AND DETERMINED as follows:

1. Public interest and convenience require the entering into of the Agreement described above and the City of the Town of Los Altos Hills hereby approves the above described Agreement.

2. The City of the Town of Los Altos Hills shall enter into and the Mayor and the City Clerk of the City of the Town of Los Altos Hills, and they and each of them hereby is, authorized and directed

on behalf of said City, respectively, to execute and attest the Agreement between the City of Los Altos and the City of the Town of Los Altos Hills.

REGULARLY PASSED and ADOPTED this 6th day of March 1985.


MAYOR

ATTEST:


CITY CLERK

EXHIBIT D
MORRA DRIVE SEWER PROJECT
SANITARY SEWER EXTENSION AGREEMENT

| ID | APN | DOC | PROPERTY OWNER(S) | | ADDRESS | STREET |
|--------------|-----------------------|---------------------|-------------------|------------------------------------|------------------|--------------------|
| 1 | 331-14-003 | 10193244 | ROBINSON | RUSSELL G & HELEN L | 10702 | MORA DR |
| 2 | 331-14-015 | 14922537 | BLANCHARD | RICHARD A & ESTHER R | 10724 | MORA DR |
| 3 | 331-14-063 | 14681743 | KLEIN | ENRIQUE J & JUDITH A | 10710 | MORA DR |
| 4 | 331-14-064 | 13250571 | SIEBER/HURWICK | LISA M /JENNIFER | 10696 | MORA DR |
| 5 | 331-15-004 | 11679271 | MARTIN | TIMOTHY W & KAREN E | 11091 | MORA DR |
| 6 | 331-15-005 | 2740350 | BODINE | CHARLES M & ELOISE G | 11055 | MORA DR |
| 7 | 331-15-006 | 15050654 | LOIACONO | JOHN P & KARA A | 11001 | MORA DR |
| 8 | 331-15-014 | 12594115 | GILMAN | RICHARD A & PATRICIA L | 10915 | MORA DR |
| 9 | 331-15-015 | 14117281 | MEHRLICH | RICHARD W & BEVERLY T | 10869 | MORA DR |
| 10 | 331-15-016 | 14091519 | SMOOKLER | SAM & MIRIAM J | 10831 | MORA DR |
| 11 | 331-15-022 | 15345653 | MALOVOS | MADELEINE C | 10730 | MORA DR |
| 12 | 331-15-023 | 15340579 | WINCHELL | RUTH G | 10776 | MORA DR |
| 13 | 331-15-027 | 5002032 | FEENEY | HAROLD V JR & MARY JO | 11030 | MORA DR |
| 14 | 331-15-028 | 8159928 | JOST | NASH & KAREN | 11060 | MORA DR |
| 15 | 331-15-030 | 12863131 | TRAUGOTT | ERNEST A | 11120 | MORA DR |
| 16 | 331-15-036 | 12206829 | INKSTER | MICHAEL G & KAREN L | 10401 | SUNHILLS DR |
| 17 | 331-15-041 | 10018627 | RODRIQUEZ | ROBERT R & LOUISE A | 11000 | MORA DR |
| 18 | 331-15-042 | 7231135 | GIURLANI | GAETANO & JUNE L | 10970 | MORA DR |
| 19 | 331-15-043 | 5209026 | CROCKETT | E D AND ANN R | 10898 | MORA DR |
| 20 | 331-15-046 | 14994057 | DE GEUS/JOHN | AART J. AND ESTHER M. | 10701 MORA DR | |
| | 331-15-047 | | | | (COMBINED) | |
| 21 | 331-15-048 | 14741252 | DEBEVOISE | HELEN F. | 10990 | TERRY WAY |
| 22 | 331-15-049 | 4819016 | RICHARDS | ROY C & GARNET I | 11000 | TERRY WAY |
| 23 | 331-15-051 | 12991928 | BRATTON | TIMOTHY R & SUSAN S | 10691 | MORA DR |
| 24 | 331-15-052 | 6379323 | MINTON | ALLEN R & NANCY G | 11151 | MORA DR |
| 25 | 331-15-053 | 14379858 | SELL | JOHN V | 11111 | MORA DR |
| 26 | 331-15-054 | 13401021 | SEYMOUR | DALE G & MARGO L | 11170 | MORA DR |
| 27 | 331-15-055 | 11053426 | HUGHES | RICHARD W & LARRAINE M | 10810 | MORA DR |
| 28 | 331-15-056 | 12504719 | RASDAL | WILLIAM D & MARILYN K | 10840 | MORA DR |
| 29 | 331-15-057 | 12870446 | HORNBY | GRACE C | 10868 | MORA DR |

10193244
FILED FOR RECORD
AT REQUEST OF

ATTORNEY
JUL 26 3 39 PM '89

OFFICE OF THE CLERK
SANTA CLARA COUNTY
LAND AND PLANNING
RECORDS

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| REC FEE | 5 |
| RMF | 3 |
| MICRO | 7 |
| EICN | |
| SMFP | 10 |
| PCOR | |

RECORDING REQUESTED BY
PAUL D. SMITH, Esq.
AND WHEN RECORDED MAIL TO

Name: PAUL B. SMITH, Esq.
Firm: ATKINSON - FARASYN
Address: 660 W. Dana Street
City & State: Mountain View, CA 94041

MAIL TAX STATEMENTS TO

Name: RUSSELL G. ROBINSON AND HELEN L. ROBINSON, TRUSTEES
Address: ROBINSON FAMILY TRUST OF 12/9/88
10702 MORA DRIVE
City & State: LOS ALTOS, CA 94022

Trust Transfer Deed

THIS FORM FURNISHED BY TRUSTEES SECURITY SERVICE

Grant Deed (Excluded from Reappraisal Under Proposition 13, L.P., Cal. Const. Art. 13A5) et. seq.)

- The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct
THERE IS NO CONSIDERATION FOR THIS TRANSFER
- Documentary transfer tax is \$...=0-
- Computed on full value of property conveyed, or computed on full value less value of liens and encumbrances remaining at time of sale or transfer
 - There is no Documentary transfer tax due (State reason and give Code § or Ordinance number)
 - Unincorporated area City of _____ and _____
- This is a Trust Transfer under §62 of the Revenue and Taxation Code and Grantor(s) has/have checked the applicable exclusion
- Transfer to a revocable trust.
 - Transfer to a short-term trust not exceeding 12 years with trustee holding the reversion.
 - Transfer to a trust where the trustee or the trustee's spouse is the sole beneficiary.
 - Change of trustee holding title.
 - Transfer from trust to trustee or trustee's spouse where prior transfer to trust was excluded from reappraisal and for a valuable consideration, receipt of which is acknowledged.
 - Other _____

GRANTOR(S): RUSSELL G. ROBINSON and HELEN L. ROBINSON, husband and wife,
hereby GRANT(S) to RUSSELL G. ROBINSON and HELEN L. ROBINSON, TRUSTEES OF THE
ROBINSON FAMILY TRUST OF DECEMBER 9, 1988

the following described real property in the City of Los Altos
County of SANTA CLARA, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

A.P.N. 331-14-003

Dated December 9, 1988

Russell G. Robinson
RUSSELL G. ROBINSON

Helen L. Robinson
HELEN L. ROBINSON

State of California
County of Santa Clara
On this the 9 day of December 1988

before me, Daniel M. Scholz
the undersigned Notary Public personally appeared
RUSSELL G. ROBINSON AND HELEN L. ROBINSON:
 personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) whose names are subscribed to the
within instrument and acknowledged that s/he/they executed it
WITNESS my hand and official seal

Daniel M. Scholz
Notary's Signature



Grantor - Transferor(s)

Title Order No. _____ Escrow, Loan or Attorney File No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

PARCEL PAGE MAP BOOK Assessor Identification Number:

EXHIBIT "A"

L033PAGE 911

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

Beginning at a 3/4 inch pipe in the Southerly line of Lot 40 of the Subdivision of the Hale Ranch, as shown on the Map thereof filed for record in the office of the Recorder of the County of Santa Clara, State of California, on January 14, 1897 in Book "T" of Maps, pages 48 and 49, distant thereon N. 26° 54' E. 253.10 feet from a 4" x 4" stake at the Southeasterly corner of Lot 1 as shown on the Map of Tract No. 10 Jo Mora Ranch, which said Map was filed for record in said Recorder's office on June 2, 1932 in Book "Y" of Maps, page 53, said point of beginning also being the Southeasterly corner of that certain 2.91 acre parcel of land conveyed by Robert L. Fees, et ux, to Elsie E. Cavelli, et al, by Deed dated June 23, 1952 and recorded July 21, 1952 in Book 2454 of Official Records, page 511, Santa Clara County Records; thence from said point of beginning along the Southerly line of said Lot 40 of the Subdivision of the Hale Ranch, N. 26° 54' E. 169.08 feet to a 3/4 inch pipe; thence leaving said Southerly line of said Lot 40, N. 8° 02' E. 64.42 feet; thence N. 54° 49' E. 127.40 feet; thence N. 15° 05' E. 172.82 feet to a one half inch pipe; thence N. 23° 24' W. 139.50 feet to a one half inch pipe; thence S. 66° 52' W. 196.63 feet to a 3/4 inch pipe at the North-easterly corner of said 2.91 acre parcel of land above referred to; thence along the Easterly line of said 2.91 acre parcel of land, S. 13° 25' W. 274.89 feet to the point of beginning, containing 2.06 acres of land, more or less, and being a portion of Lots 6, 7 and 8 as shown upon the Map of Loyola Ellis, which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on June 6, 1918 in Book "C" of Maps, page 38 and including a portion of Alta Vista Drive as shown upon said last mentioned Map, which Drive was abandoned by Order of the Board of Supervisors of the County of Santa Clara, made December 21, 1935, a certified copy of which Order was recorded December 29, 1935 in Book 204 of Official Records, page 431 Santa Clara County Records.

Together with and as appurtenant to the above described 2.06 acre parcel of land, a non-exclusive right of way for road purposes with the right of ingress and egress over the same, and for the establishing and maintaining of public utilities, over and along a parcel of land described as follows:

Beginning at a 3/4 inch pipe at the Southwesterly corner of Lot 1 in the Easterly line of Mora Drive, as said lot and Drive are shown on the Map of Tract No. 10 Jo Mora Ranch, which Map was filed in the office of the Recorder of the County of Santa Clara, State of California, on June 2, 1932 in Book "Y" of Maps, page 53; thence along the Easterly line of Mora Drive N. 0° 41' E. 77.00 feet to a 3/4 inch pipe which bears S. 0° 41' W. 65.00 feet from the Northwesterly corner of said Lot 1; thence N. 36° 36' E. 255.12 feet to a 3/4 inch pipe in the Easterly line of said Lot 1, from which the Northwesterly corner of said Lot 1, bears N. 6° 15' 47" E. 53.00 feet; thence N. 70° 21' E. 83.13 feet to a 3/4 inch pipe; thence S. 64° 25' E. 77.13 feet to a 3/4 inch pipe; thence S. 75° 14' E. 93.00 feet to a 3/4 inch pipe in the Easterly line of that certain 2.91 acre parcel of land conveyed by Robert L. Fees, et ux, to Elsie E. Cavelli, et al, by Deed dated June 23, 1952 and recorded July 21, 1952 in Book 2454 of Official Records, page 511, Santa Clara County Records; thence along the

L033PAGE 912

Easterly line of said 2.91 acre parcel of land, S. 13° 35' W. 60.41 feet to a 3/4 inch pipe at the Southeasterly corner thereof in the Southerly line of Lot 40 of the Subdivision of the Hale Ranch, being also the Southerly line of Lot 8, as shown on the Map of Loyola Hills, which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on June 18, 1918 in Book "O" of Maps, page 99; thence along the Southerly line of said Lot 40, being also the Southerly line of said Lot 8, S. 86° 54' W. 253.10 feet to a 4" x 4" stake at the Southeasterly corner of Lot 1 of Tract No. 10 Jo Mora Ranch hereinabove referred to; thence along the Southerly line of said Lot 1, S. 87° 05' W. 248.53 feet to the point of beginning.

Subject to the reservations contained in the Deed from Robert L. Rees, et ux, to Russell G. Robinson, et ux, dated October 22, 1952 and recorded October 27, 1952, Official Records of Santa Clara County, Recorder's File No. 833785, as follows:

"Reserving a Right of Way for ingress and egress, and for the purpose of establishing and maintaining water, gas electric and telephone service lines over that part of the hereinabove described 2.06 acre tract, particularly described as follows: Beginning at a 3/4 inch pipe in the Southerly line of Lot 40, of the Subdivision of the Hale Ranch, in the San Antonio Rancho, distant thereon N. 86° 54' E., 253.10 feet from a 4" x 4" stake at the Southeasterly corner of Lot 1 of Tract No. 10, entitled "Jo Mora Ranch" as shown upon the Map of said tract recorded in Book "Y" of Maps, at page 53, Records of Santa Clara County, California, and running thence along the Southerly line of said Lot 40, N. 86° 54' E., 159.08 feet to a 3/4 inch pipe; thence leaving said Southerly line of Lot 40, and running N. 8° 03' E., 64.42 feet to a one half inch pipe; thence N. 54° 49' E., 137.40 feet to a one half inch pipe; thence N. 15° 05' E., 172.82 feet to a one half inch pipe; thence N. 23° 24' W., 139.50 feet to a one half inch pipe; thence S. 66° 52' W., 126.63 feet to a 3/4 inch pipe; thence at right angles S. 23° 08' E., 10.00 feet to a 3/4 inch pipe; thence N. 85° 52' E., 117.51 feet; thence S. 23° 24' E., 126.29 feet; thence S. 15° 05' W., 165.22 feet; thence S. 54° 49' W., 133.79 feet; thence S. 81° 57' W., 159.56 feet to a 3/4 inch pipe in the Easterly line of that certain 2.91 acre tract of land conveyed by Robert L. Rees et ux to Elsie H. Cavelti et al, as recorded in Book 2454 of Official Records, at page 511; thence along the Easterly line of said 2.91 acre tract of land, S. 13° 35' W., 60.41 feet to the place of beginning. Provided, however, that no pole line shall be established or maintained over that portion of said Right of Way which constitutes a strip of land ten feet in width along the Easterly, North-easterly and Northerly line of said 2.06 acre parcel of land, hereinabove conveyed.

Reserving also a Right of Way for the purpose of laying and maintaining water and gas service lines to the property of the grantors, which lies adjacent to the Northerly line of said 2.06 acre tract of land hereinabove conveyed, five feet in width (measured Easterly at right angles) from the Westerly line of said 2.06 acres and the Westerly line of which five foot strip of land is also the Westerly line of said 2.06 acre tract."

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Blanchard
10724 Mora Drive
Los Altos, CA 94024

DOCUMENT: 14922537



14922537*

Titles: 1 / Pages: 3

Fees.... 23.00
Taxes...
Copies... 4.00
AMT PAID 27.00

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Trustor

RDE # 004
8/02/1999
10:03 AM

Escrow No.

Order No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AP# 331-41-015

Assessor's Parcel No:

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$

unincorporated area City of

computed on the full value of the interest or property conveyed, or is

computed on the full value less the value of liens or encumbrances remaining at time of sale, and

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

Richard A. Blanchard and Esther R. Blanchard, husband and wife as, joint tenants

hereby GRANT(S) to

Richard A. Blanchard and Esther R. Blanchard, husband and wife and Richard A. Blanchard and Esther R. Blanchard, as trustees of the Richard and Esther Blanchard 1990 Trust, October 1, 1990

the following described real property in the County of SANTA CLARA

, State of California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

Dated July 2, 1999

STATE OF CALIFORNIA

COUNTY OF Santa Clara) SS.

On July 2, 1999 before me,

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

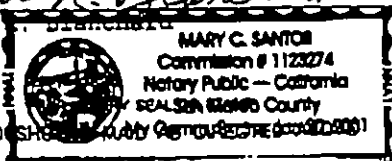
Richard A. Blanchard and
Esther R. Blanchard

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

WITNESS my hand and official seal.

Mary C. Santos
Signature of Notary

Jan. 20, 2001
Date My Commission Expires



Richard A. Blanchard, Trustor
Richard A. Blanchard, Trustee

Richard A. Blanchard
Richard A. Blanchard

Esther R. Blanchard
Esther R. Blanchard, Trustee

Esther R. Blanchard
Esther R. Blanchard

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SHOWN, MAIL TO PARTY COMMISSIONED BY (SEE PAGE 000001)

Name

Street Address

City, State & Zip

Page 1

Escrow No. 813472 -ARM

LEGAL DESCRIPTION EXHIBIT

All that certain Real Property in the County of Santa Clara, State of California, described as follows:

PARCEL ONE:

A portion of Lot 8 as shown on the Map of Loyola Hills, filed June 6, 1916 in Book 0 of Maps, Page 99, Santa Clara County Records, described as follows:

Beginning at a 3/4 inch pipe in the Southerly line of Lot 40 of the Subdivision of the Hale Ranch, in the San Antonio Rancho, at the Southeasterly corner of that 2.06 acre tract of land conveyed to Russell G. Robinson, et ux, recorded in Book 2514 Official Records, page 164, Records of Santa Clara County, California; thence along the Easterly line of said 2.06 acre tract of land N. 8 deg. 08 E. 64.42 feet to a 1/2 inch pipe; thence N. 54 deg 49' E. 137.40 feet to a 1/2 inch pipe; thence N. 15 deg 05' E. 96.47 feet to a 3/4 inch pipe; thence leaving the East line of said 2.06 acre tract of land N. 74 deg. 24' E. 53.30 feet to a 3/4 inch pipe; thence S. 67 deg. 08' E. 129.53 feet to a 3/4 inch pipe; thence S. 14 deg. 51' E. 186.55 feet to a 3/4 inch pipe in the Southerly line of said Lot 40 of the Subdivision of the Hale Ranch; thence along the Southerly line of said Lot 40' S. 86 deg. 54' W. 365.54 feet to the point of beginning.

EXCEPTING THEREFROM the underground water rights with no surface rights included as granted to California Water Service Company by Deed recorded March 20, 1953 in Book 2603, Page 137 of Official Records.

PARCEL TWO:

A non-exclusive easement, appurtenant to the parcel of land hereinabove described as Parcel No. 1, for ingress and egress and for establishing and maintaining public utility service lines over a parcel of land described as follows:

Beginning at a 3/4 inch pipe in the Southerly line of Lot 40 of the Subdivision of the Hale Ranch in the San Antonio Rancho, at the Southwest corner of Lot 1 of Tract No. 10, "Jo Mora Ranch", recorded in Book Y of maps, Page 53, Records of Santa Clara County, California; thence along the Southerly line of said Lot 40, N. 87 deg. 05' E. 248.53 feet to a 4" x 4" stake at the Southeasterly corner of said Lot 1 of Tract No. 10, "Jo Mora Ranch", thence continuing along the Southerly line of said Lot 40, N. 86 deg. 54' E. 253.10 feet to a 3/4 inch pipe at the Southeasterly corner of that 2.91 acre tract of land conveyed to Philip A. Cavelti, et al, as recorded in Book 2415 Official Records, Page 511; thence continuing along the Southerly line of said Lot 40' N. 86 deg. 54' E. 169.08 feet to a 3/4 inch pipe at the Southeasterly corner of that 2.06 acre tract of land conveyed to Russell G. Robinson, et ux, as recorded in Book 2514 Official Records, Page 164; thence along the Easterly line of said 2.06 acre tract of land, N. 8 deg. 08' E. 64.42 feet to a 1/4 inch pipe; thence N. 54 deg. 49' E. 137.40 feet to 1/2 inch pipe; thence N. 15 deg. 05' E. 20.00 feet; thence at right angles N. 74 deg. 55' W. 10.00 feet; thence parallel with the Easterly line of said 2.06 acre tract of land, S. 15 deg 05' W. 16.39 feet; thence S. 54 deg. 49' W. 133.79 feet; thence S. 81 deg. 57' W. 159.56 feet to a 3/4 inch pipe in the Easterly line of the herein mentioned 2.91 acre tract of land conveyed to Philip A. Cavelti, et al; thence N. 75 deg. 14' W. 93.00 feet to a 3/4 inch pipe; thence N. 84 deg. 25' W. 77.18 feet to a 3/4 inch pipe; thence S. 70 deg. 21' W. 90.13 feet to a 3/4 inch pipe in the Easterly line of said Lot 1 of Tract No. 10, "Jo Mora Ranch", from which


Page 2

Escrow No. 813472 -ARM

LEGAL DESCRIPTION EXHIBIT

the Northeasterly corner of said Lot 1 bears N. 6 deg. 15' 47" E. 59.00 feet; thence S. 88 deg. 36' W. 255.12 feet to a 3/4 inch pipe in the Westerly line of Mora Drive, as shown on the Map of Tract No. 10; thence along the Easterly line of Mora Drive, S. 0 deg. 41' W. 77.00 feet to the point of beginning.

RECORDING REQUESTED BY
Financial Title Company
AND WHEN RECORDED MAIL TO

| | | |
|------|--|----------------------|
| REC | DOCUMENT: 14681743 | Titles: 1 / Pages: 2 |
| RMF |  | Fees.... 20.00 |
| MICR | | Taxes... ** Conf ** |
| RTCF | | Copies.. |
| LIEN | | AMT PAID 20.00 |
| SMPF | | |
| PCOF | | |

Fees.... 20.00
Taxes... ** Conf **
Copies..
AMT PAID 20.00

Name Enrique J. Klein
Street Address 1686 Christina Drive
City, State, Zip Los Altos, CA 94024
Order No. 20016370-035-CH

BRENDA DAVIS RDE # 018
SANTA CLARA COUNTY RECORDER 3/02/1999
Recorded at the request of 8:00 AM
Financial Title Company

SPACE ABOVE THIS LINE FOR RECORDER'S USE

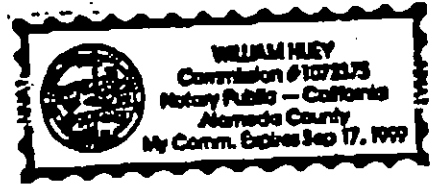
GRANT DEED **FILE OR REQUESTS**
DO NOT RECORD WITHOUT VALUE

THE UNDERSIGNED GRANTOR(S) DECLARE(S) Documentary Transfer Tax is \$ DO NOT RECORD WITHOUT VALUE
City of Unincorporated Area _____ computed on full value of interest or property conveyed, or
Conveyance Tax is \$ _____ full value less value of liens or encumbrances remaining at
Parcel No. 331-14-053 _____ the time of sale

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
SSI Properties, Inc., a California corporation
hereby GRANT(s) to
Enrique J. Klein and Judith Anne Klein, husband and wife, as Community Property
the following real property in the city of Unincorporated Area
county of Santa Clara, state of California:
See Exhibit A attached hereto and made a part hereof.

Dated: February 8, 1999 SSI PROPERTIES, INC.
STATE OF CALIFORNIA }
COUNTY OF Santa Clara } S.S. BY: David Kuns, Area Vice President
On 2/9/99 before me,
William Huey
a Notary Public in and for said County and State, personally appeared
David Kuns

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



WITNESS my hand and official seal
Signature William Huey

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name _____ Street Address _____ City & State _____

Exhibit A

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

PARCEL ONE:

Parcel 1, as shown on that Parcel Map filed for record in the office of the Recorder of the County of Santa Clara, State of California on June 8, 1994, in Book 656 of Maps, page 1.

PARCEL TWO:

A non-exclusive right of way for ingress and egress over that certain parcel of land described as follows, to wit:

BEGINNING at a 3/4 inch pipe at the Southwesterly corner of Lot 1 in the Easterly line of Mora Drive, as said lot and drive are shown upon the Map of Tract No. 10, Map of Jo Mora Ranch, which said Map was filed in the office of the Recorder of the County of Santa Clara, State of California on June 2, 1932 in Book "Y" of Maps, page 53, and running thence along the Easterly line of Mora Drive No. 0°14' E., 77.00 feet to a 3/4 inch pipe which bears S. 0°14' W., 68.00 feet from the Northwesterly corner of said Lot 1; thence running N. 88°38' E., 255.12 feet to a 3/4 inch pipe in the Easterly line of said Lot 1 from which the Northeasterly corner of said Lot 1 bears N. 6°15'47" E., 59.00 feet; thence along the Easterly line of said Lot 1, S. 6°15'47" W., 71.00 feet to a 4" X 4" stake at the Southeasterly corner of said Lot 1; thence along the Southerly line of said Lot 1, S. 87°05' W., 248.53 feet to the point of beginning and being a portion of said Lot 1.

4-1

BRENDA DAVIS RDE # 011
SANTA CLARA COUNTY RECORDER 4/09/1996
Recorded at the request of Attorney 2:13 PM

RECORDING REQUESTED BY:

DOCUMENT: 0013250571 Titles: 1 / Pages: 3



Fees ... 23.00
Taxes
Copies...
AMT PAID 23.00

P.278 PAGE 0747

AND WHEN RECORDED MAIL TO:

Lisa Sieber
Jennifer J. Hurwick
10696 Mora Drive
Los Altos Hills, CA 94024

MAIL TAX STATEMENTS TO:

- same -

APN: 331-14-064

INDIVIDUAL GRANT DEED

The undersigned Grantors declare no documentary transfer tax is due; this is a transfer for no consideration to a revocable living trust.

FOR NO CONSIDERATION

Lisa Sieber, an unmarried woman and Jennifer J. Hurwick, an unmarried woman, as Joint Tenants,

hereby GRANT to

LISA M. SIEBER, or her successor(s), Trustee of The Lisa M. Sieber 1996 Revocable Trust dated February 21, 1996, as to an undivided one-half (1/2) interest, and JENNIFER J. HURWICK, or her successor(s), Trustee of The Jennifer J. Hurwick 1996 Revocable Trust dated February 21, 1996, as to an undivided one-half (1/2) interest, as tenants in common,

the following described real property in the unincorporated area of the County of Santa Clara, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Common Address: 10696 Mora Drive, Los Altos
APN: 331-14-064

Dated: Feb. 21, 1996

Lisa Sieber
LISA SIEBER

Jennifer J. Hurwick
JENNIFER J. HURWICK

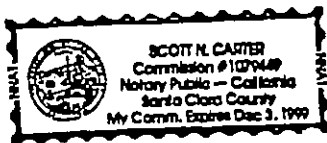
MAIL TAX STATEMENTS AS DIRECTED ABOVE

P.278 PAGE 0748

STATE OF CALIFORNIA)
)
COUNTY OF SANTA CLARA) ss.

On February 21, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared LISA SIEBER and JENNIFER J. HURWICK, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Scott M. Carter

NOTARY PUBLIC

P278 page 0748A

EXHIBIT A

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SANTA CLARA, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

PARCEL 2, AS SHOWN UPON THAT CERTAIN MAP FILED FOR RECORD ON JUNE 8, 1994 IN BOOK 656 OF MAPS, AT PAGE 1.

PARCEL TWO:

A NON-EXCLUSIVE RIGHT OF WAY FOR INGRESS AND EGRESS OVER THAT CERTAIN PARCEL OF LAND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A 3/4 INCH PIPE AT THE SOUTHWESTERLY CORNER OF LOT 1 IN THE EASTERLY LINE OF MORE DRIVE, AS SAID LOT AND DRIVE ARE SHOWN UPON THE MAP OF TRACT NO. 10, MAP OF JO MORA RANCH, WHICH SAID MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON JUNE 2, 1932 IN BOOK "Y" OF MAPS, PAGE 53, AND RUNNING THENCE ALONG THE EASTERLY LINE OF MORA DRIVE NO. 0° 14' E, 77.00 FEET TO A 3/4 INCH PIPE WHICH BEARS S. 0° 14' W., 68.00 FEET FROM THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE RUNNING N. 88° 36' E., 255.12 FEET TO A 3/4 INCH PIPE IN THE EASTERLY LINE OF SAID LOT 1 FROM WHICH THE NORTHEASTERLY CORNER OF SAID LOT 1 BEARS N. 6° 15' 47" E., 59.00 FEET; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1, S. 6° 15' 47" W., 71.00 FEET TO A 4" X 4" STAKE AT THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1, S. 87° 05' W., 248.53 FEET TO THE POINT OF BEGINNING AND BEING A PORTION OF SAID LOT 1.

APN: 331-14-064

M528 PAGE 1303

11679271

RECORDING REQUESTED BY:
FIDELITY NATIONAL TITLE INSURANCE

WHEN RECORDED MAIL TO:
TIMOTHY W. MARTIN, TRUSTEES
KAREN E. MARTIN, TRUSTEES
11091 MORRIS DRIVE
LOS ALTOS, CA 94024

| | |
|---------|---|
| REC FEE | 3 |
| TRSF | |
| TRCRO | 1 |
| RICP | |
| LIEN | |
| SMPP | |
| 4 PCOR | |

FILED FOR RECORD
AT REQUEST OF

GRANTOR

DEC 8 11 36 AM '92

OFFICIAL RECORDS
SANTA CLARA COUNTY
LAURIE KANE
RECORDER

RECORDERS USE ONLY

ORDER NO.
ESCROW NO. 814381-CJ

GRANT DEED (INDIVIDUAL)

The undersigned grantor(s) declare(s):

Documentary transfer tax: \$

() Computed on full value of property conveyed,
(XXX) Computed on full value less value of liens and encumbrances remaining at time of sale.

(XXX) Unincorporated area () City of
Tax Parcel No. 331-15-004

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
TIMOTHY W. MARTIN AND KAREN E. MARTIN, HUSBAND AND WIFE

hereby GRANT(S) to
TIMOTHY W. MARTIN AND KAREN E. MARTIN, TRUSTEES OF THE MARTIN FAMILY TRUST U/D/T DATED
JULY 10, 1992

the following described real property in the unincorporated area of LOS ALTOS
County of SANTA CLARA, State of California:
ALL OF LOT 23, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "TRACT NO. 10," WHICH MAP WAS
FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF
CALIFORNIA, ON JUNE 2, 1932 IN BOOK "Y" OF MAPS, AT PAGE (S) 53.

Dated November 04, 1992

Timothy W. Martin
TIMOTHY W. MARTIN
Karen E. Martin
KAREN E. MARTIN

STATE OF CALIFORNIA) s.s.
County of Alameda)

On this 4th day of November, 1992, before me, the undersigned,
a Notary Public in and for said County and State, personally appeared

Timothy W. Martin and Karen E. Martin personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is all subscribed to the within instrument and
acknowledged that they executed the same.

WITNESS my hand and official seal.

Maria Quezada
Notary Public in and for said County and State



(Notary Seal)

386515 WTO LA J.A. (331-15-5 79-15)

Recorded at the request of

2740356736 PAGE 374
2740356
80076736 PAGE 374

Return to
Mr. & Mrs. Charles M. Bodine
202-A Kittoe Avenue
Mountain View, California

Recorded at the request of
Western Title Guaranty Co.
SANTA CLARA COUNTY DIVISION
NOV 12 1964 8:47 AM
PAUL R. TEILH, P. Curator,
Santa Clara County, Official Records.

200

Grant Deed (Joint Tenancy)

Notary Public Stamps Required

For value received LEO C. BODINE and HELEN E. BODINE, his wife

GRANT.....to CHARLES M. BODINE and ELOISE G. BODINE, his wife

as JOINT TENANTS all that real property situate in the

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

All of Lot 24 as shown upon that certain Map entitled, "Tract No. 10 Map of Jo Mora Ranch", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on June 2, 1932 in Book Y of Maps, page 53.

PK

Dated November 9 1964
Leo C. Bodine
LEO C. BODINE

x Helen E. Bodine
HELEN E. BODINE

STATE OF CALIFORNIA
County of Tulare

On November 9 1964 before me, WILLIAM O. MINOR

a Notary Public, in and for said State, personally appeared
LEO C. BODINE and HELEN E. BODINE

known to me to be the persons whose names S. B.C. subscribed
to the within instrument, and acknowledged to me that he executed the same.

My commission expires 2-11-65
Notary Public
William O. Minor



WILLIAM O. MINOR
NOTARY PUBLIC
SANTA CLARA COUNTY

2740356736

RECORDING REQUESTED BY
John P. & Kara Loiacono

AND WHEN RECORDED MAIL TO:
John P. & Kara A. Loiacono
11001 Mora Drive
Los Altos Hills, CA 94024

DOCUMENT: 15050654

15050654

Titles: 1 / Pages: 2
Fees 10.00
Taxes
Copies
AMT PAID 10.00

MAIL TAX STATEMENTS TO:
John P. & Kara A. Loiacono
11001 Mora Drive
Los Altos Hills, CA 94024

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Grantor
THIS SPACE FOR RECORDER'S USE

RDE # 005
11/08/1999
9:16 AM

APN:331-15-006

Trust Transfer Deed

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is: \$ -0-

THERE IS NO CONSIDERATION FOR THIS TRANSFER

This is a Trust Transfer under 62 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion:

- Transfer to a revocable trust;
- Transfer to a short-term trust not exceeding 12 years with trustor holding the reversion;
- Transfer to a trust where the trustor or the trustor's spouse is the sole beneficiary;
- Change of trustee holding title;
- Transfer from trust to trustor or trustor's spouse where prior transfer was excluded from reappraisal and for a valuable consideration, receipt of which is acknowledged.
- Other:



GRANTOR(S): John P. & Kara A. Loiacono, husband and wife, as joint tenants

hereby GRANT(S) to: John P. & Kara A. Loiacono, Trustees

The Loiacono Family Trust U/A DTD June 26, 1995

the real property located in the Unincorporated Area of the County of Santa Clara, State of California, as described in Exhibit "A" attached hereto and made a part hereof.


Dated: 10-25-99


John P. Loiacono

Kara A. Loiacono

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On this 25th day of October, 1999, before me, the undersigned Notary Public, personally appeared John P. Loiacono & Kara A. Loiacono, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument they are the persons who executed the instrument.

WITNESS my hand and official seal.

Signature 

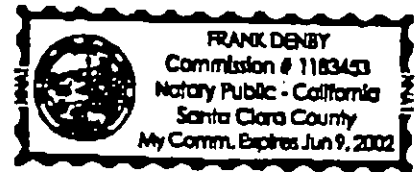


EXHIBIT "A"

Legal Description

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

Lot 25, as shown on that certain Map of Tract No. 10, Map of Jo Mora Ranch, Santa Clara County, California, a subdivision of a portion of Lot 40, Hale Rancho Subdivision, as recorded in Book 1 of Maps, pages 48 and 49, Records of Santa Clara County, a portion of San Antonio Rancho, which Map was filed for record in the office of the recorder of the County of Santa Clara, State of California on June 2, 1932, in Book "Y" of Maps, page(s)53.

ASSESSOR'S Parcel Number: 331-15-008

N535 PAGE 0127

12594115

NEED FOR RECORD AT REQUEST OF

ATTORNEY

JUL 26 10 03 AM '94

OFFICIAL RECORDS
SANTA CLARA COUNTY
BRENDA DAVIS
RECORDER

RECORDING REQUESTED BY

LEE S. PANTELL, Esq.
AND WHEN RECORDED MAIL TO

LEE S. PANTELL, Esq.
LAKIN-SPEARS
285 Hamilton Avenue, 5th Floor
Palo Alto, California 94306

MAIL TAX STATEMENTS TO

RICHARD A. and PATRICIA L. GILMAN
10915 Mora Drive
Los Altos, California 94022

| | |
|---------|---|
| REC FEE | 6 |
| RMP | 2 |
| MICRO | 1 |
| RICF | 1 |
| SIEN | |
| STCF | |
| 1 PCOR | |

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. 331-15-014

Trust Transfer Deed

Grant Deed (Excluded from Reappraisal Under Proposition 13, L.A. Calif. Const. Art 13A §1 et seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:
THERE IS NO CONSIDERATION FOR THIS TRANSFER.

DOCUMENTARY TRANSFER TAX IS \$-0- --no consideration.

- Computed on full value of property conveyed, or computed on full value less value of liens and encumbrances remaining at time of sale or transfer.
- There is no Documentary transfer tax due. (state reason and give Code § or Ordinance number)

Unincorporated area City of _____ and
This is a Trust Transfer under §62 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion:

- Transfer to a revocable trust;
- Transfer to a short-term trust not exceeding 12 years with trustor holding the reversion;
- Transfer to a trust where the trustor or the trustor's spouse is the sole beneficiary;
- Change of trustee holding title;
- Transfer from trust to trustor or trustor's spouse where prior transfer to trust was excluded from reappraisal and for a valuable consideration, receipt of which is acknowledged.
- Other: _____

GRANTOR(S): RICHARD A. GILMAN and PATRICIA L. GILMAN,
his wife, as their community property.

heraby GRANT(S) to RICHARD A. GILMAN and PATRICIA L. GILMAN, Co-Trustees of the GILMAN
FAMILY 1994 TRUST dated June 28, 1994

the following described real property in the County of Santa Clara, State of California:

SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF

Dated JUNE 28, 1994

Richard A. Gilman
RICHARD A. GILMAN
Patricia L. Gilman
PATRICIA L. GILMAN

State of California
County of SANTA CLARA

On JUNE 28, 1994
before me, SUSAN D. DAVIES

the undersigned, a Notary Public, personally appeared RICHARD A. GILMAN and PATRICIA L. GILMAN
 personally known to me proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Susan D. Davies
Notary's Signature

(This area for official notarial seal)

N535 PAGE 0728

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

PORTION of Lot 29, as shown on the Map of Tract No. 10, Map of Jo Mora Ranch, filed June 2, 1932, Book Y of Maps, page 53, Santa Clara County Records, and more particularly described as follows:

BEGINNING at an iron pipe at the point of intersection of the Northwestern line of Mora Drive with the Southwesterly line of Lot 29, as said Drive and Lot are shown on the Map hereinabove referred to; thence along said Northwestern line of Mora Drive, Northeasterly along the arc of a curve to the right having a radius of 1025 feet, for a distance of 172.14 feet to the Northeasterly corner of said Lot 29; thence N. 54° 22' 20" W., and along the Northeasterly line of said Lot 29, 375.10 feet to the Northwestern corner thereof; thence S. 16° 55' W., and along the Northwestern line of said Lot 29, 116.58 feet to an iron pipe at the most Northerly corner of that certain 0.39 acre tract of land conveyed by Geo. E. Martin, et ux, to Max M. Dickey, by Deed dated July 11, 1946, recorded July 13, 1946, Book 1352 Official Records, page 350; thence leaving the Northwestern line of said Lot 29 and along the boundaries of said 0.39 acre parcel of land, S. 47° 45' E., 257.50 feet to an iron pipe and S. 35° 05' W., 47.38 feet to an iron pipe in the Southwesterly line of said Lot 29, at the most Southerly corner of said 0.39 acre parcel of land; thence S. 63° 59' 40" E., 97.37 feet to the point of beginning.

Exhibit "A"

RECORDING REQUESTED BY
NORTH AMERICAN TITLE COMPANY
 Escrow No. 98160564 Order No. 98160564
 AND WHEN RECORDED MAIL TO

DOCUMENT: 14117281

Titles: 1 / Pages: 3



Fees.... 33.00-
 Taxes...
 Copies...
 AMT PAID 33.00

Name Richard W. Mehrlich

Address 10869 Mora Drive
 Los Altos, CA 94024

City & State

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

RDE # 004
 3/31/1998
 8:00 AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INDIVIDUAL GRANT DEED

A.P.N. 331-15-015

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ 0.00 City Transfer Tax is \$ _____

- () computed on full value of property conveyed, or
- () computed on full value less value of liens and encumbrances remaining at time of sale.
- () Unincorporated area: (x) City of Los Altos, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Richard W. Mehrlich, who
 aquired title as an unmarried man, and Beverly T. Mehrlich, husband and wife

hereby GRANT(S) to Richard W. Mehrlich and Beverly T. Mehrlich, husband and wife as
 Joint Tenants

the following described real property in the Los Altos
 County of Santa Clara, State of California:

For legal description see Exhibit "A" attached hereto and made a part hereof.

Dated: March 24, 1998

[Signature of Richard W. Mehrlich]
 Richard W. Mehrlich

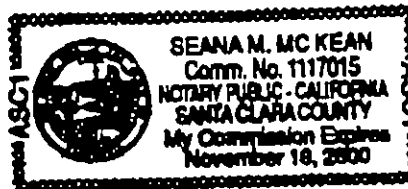
[Signature of Beverly T. Mehrlich]
 Beverly T. Mehrlich

STATE OF CALIFORNIA) SS.
 COUNTY OF SANTA CLARA)
 On MARCH 26, 1998 before me,
SEANA M. MCKEAN, personally appeared
RICHARD W. MEHRLICH and
BEVERLY T. MEHRLICH

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

WITNESS my hand and official seal.

Signature *[Signature of Seana M. McKean]*



(This area for official notarial seal)

MAIL TAX STATEMENTS TO: SAMS AS ABOVE

NAME

ADDRESS

CITY/STATE/ZIP

Description: The land referred to herein is situated in the State of California, County of CITY OF SANTA CLARA, an unincorporated area, and is described as follows:

PARCEL 1:

LOTS 30 AND 31, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "TRACT NO. 10", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON JUNE 2, 1932 IN BOOK Y OF MAPS, AT PAGE 53.

EXCEPTING THEREFROM:

THAT PORTION DESCRIBED IN A DEED TO WALTER S. HASSELL, ET UX, RECORDED SEPTEMBER 28, 1954 BOOK 2968 OF OFFICIAL RECORDS PAGE 556, BEING PORTIONS OF LOTS 30 AND 31, TRACT 10, FILED JUNE 2, 1932, MAP BOOK Y, PAGE 53, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE WHICH IS THE EASTERLY COMMON CORNER FOR LOTS 30 AND 32 ON THE WESTERLY LINE OF MORA DRIVE AS SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE FROM SAID POINT OF BEGINNING AND RUNNING ALONG THE DIVIDING LINE OF LOTS 30 AND 32, NORTH 67° 19' WEST 140.00 FEET TO THE COMMON LOT CORNER OF LOTS 30, 31 AND 32; THENCE ALONG THE DIVIDING LINE OF LOTS 31 AND 32, SOUTH 82° 08' WEST 117.35 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SUNHILLS DRIVE; THENCE ALONG SAID NORTHEASTERLY LINE OF SUNHILLS LINE NORTH 7° 52' WEST 115.47 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF TRACT NO. 10 AS SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE SOUTHEASTERLY 302.00 FEET, MORE OR LESS, TO THE ABOVE MENTIONED IRON PIPE ON THE WESTERLY LINE OF MORA DRIVE, WHICH IS THE POINT OF BEGINNING OF SAID PARCELS 1 AND 2.

PARCEL 2:

PORTION OF LOT 29, TRACT 10, FILED JUNE 2, 1932, MAP BOOK Y, PAGE 53, SANTA CLARA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

EXHIBIT "A"

BEGINNING AT AN IRON PIPE ON THE SOUTHWESTERLY LINE OF LOT 29, DISTANT THEREON NORTH 63° 59' 40" WEST 97.37 FEET FROM AN IRON PIPE ON THE NORTHWESTERLY LINE OF MORA DRIVE. AS SAID LOT AND DRIVE ARE SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE NORTH 63° 59' 40" WEST ALONG THE SAID NORTHWESTERLY LINE OF LOT 29, 220.67 FEET TO THE WESTERN MOST CORNER THEREOF; THENCE NORTH 16° 56' EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 29, 120.42 FEET TO AN IRON PIPE; THENCE LEAVING SAID LAST NAMED LINE AND RUNNING SOUTH 47° 45' EAST 257.50 FEET TO AN IRON PIPE; THENCE SOUTH 33° 05' WEST 47.38 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 331-15-015

RECORDING REQUESTED BY
NORTH AMERICAN TITLE COMPANY
Escrow No. 98160251 Order No. 98160251
AND WHEN RECORDED MAIL TO

DOCUMENT: 1409119



Titles: 1 / Pages: 2

Fees... 20.00
Taxes... 1562.00
Copies...
AMT PAID 1582.00

Name Sam Smookler
Street Miriam Smookler
Address 10831 Mora Drive
Los Altos, CA 94022
City &
State

BRENDA DAVIS RDE # 008
SANTA CLARA COUNTY RECORDER 3/12/1998
Recorded at the request of 8:00 AM
North American Title Company

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INDIVIDUAL GRANT DEED

A.P.N. 331-15-016

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ 1,562.00 City Transfer Tax is \$ 0.00

- (x) computed on full value of property conveyed, or
- () computed on full value less value of liens and encumbrances remaining at time of sale.
- () Unincorporated area: (x) City of Los Altos

and
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Greg R. Grodhaus, also known as Gregory R. Grodhaus and Leisa B. Grodhaus, husband and wife, as joint tenants

hereby GRANT(S) to Sam Smookler and Miriam J. Smookler, husband and wife, as community property

the following described real property in the Los Altos
County of Santa Clara, State of California:

For legal description see Exhibit "A" attached hereto and made a part hereof.

Dated: March 3, 1998

Gregory R. Grodhaus
Gregory R. Grodhaus
Leisa B. Grodhaus
Leisa B. Grodhaus

STATE OF CALIFORNIA } SS.
COUNTY OF Santa Clara }
On 3/4/98 before me,
CHRIS OSBORN, personally appeared
Gregory R. Grodhaus and Leisa B. Grodhaus

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

WITNESS my hand and official seal.

Signature *Chris Osborn*



(This area for official notarial seal)

MAIL TAX STATEMENTS TO: SAME AS ABOVE

NAME

ADDRESS

CITY/STATE/ZIP

EXHIBIT "A"

Description: The land referred to herein is situated in the State of California, County of SANTA CLARA, UNINCORPORATED AREA, and is described as follows:

PARCEL ONE:

LOT 32, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT NO. 10 OF JO MORA RANCH", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON JUNE 2, 1932 IN BOOK "Y" OF MAPS, AT PAGE 53.

PARCEL TWO:

PORTIONS OF LOTS 30 AND 31, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT NO. 10 OF JO MORO RANCH", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON JUNE 2, 1932 IN BOOK "Y" OF MAPS, AT PAGE 53, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE WHICH IS THE EASTERLY COMMON CORNER FOR LOTS 30 AND 32 ON THE WESTERLY LINE OF MORA DRIVE AS SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE FROM SAID POINT OF BEGINNING AND RUNNING ALONG THE DIVIDING LINE OF LOTS 30 AND 32, NORTH 67° 19' WEST 140.00 FEET TO THE COMMON LOT CORNER OF LOTS 30, 31 AND 32; THENCE ALONG THE DIVIDING LINE OF LOTS 31 AND 32, SOUTH 82° 08' WEST 117.35 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SUNHILLS DRIVE; THENCE ALONG SAID NORTHEASTERLY LINE OF SUNHILLS LINE NORTH 7° 52' WEST 115.47 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF TRACT NO. 10 AS SHOWN UPON THE MAP ABOVE REFERRED TO; THENCE SOUTHEASTERLY 302.00 FEET, MORE OR LESS, TO THE ABOVE MENTIONED IRON PIPE ON THE WESTERLY LINE OF MORA DRIVE, WHICH IS THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 331-15-016

Or:

DOCUMENT: 15345

Titles: 1 / Pages: 2



Fees... 20.00
Taxes...
Copies...
AMT PAID 20.00

RECORDING REQUESTED BY

MALOVOS & KONEVICH

AND WHEN RECORDED MAIL TO

MARIAN MALOVOS KONEVICH
MALOVOS & KONEVICH
166 MAIN STREET
LOS ALTOS, CA 94022

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Attorney

RDE # 006
8/04/2000
3:03 PM

SPACE ABOVE THIS LINE FOR RECORDERS USE

INDIVIDUAL GRANT DEED

The undersigned grantor(s) declare(s): Transfer to Revocable Living Trust

Documentary transfer tax is \$0

- () computed on full value of property conveyed, or
- () computed on full value less value of liens and encumbrances remaining at time of sale.
- () Unincorporated area: () City of _____, and

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

MADELEINE C. MALOVOS, Trustee of the
MALOVOS FAMILY REVOCABLE LIVING TRUST, dated November 11, 1995

hereby GRANT(S) to

MARIAN MALOVOS KONEVICH, Trustee of the Survivor's Trust of the
MALOVOS FAMILY REVOCABLE LIVING TRUST, dated November 11, 1995

an undivided fifty percent (50%) interest in and to the following described real property
in the City of Los Altos, County of Santa Clara, State of California

For Legal Description see Exhibit A attached hereto and incorporated herein by reference.

This Deed is recorded to correct an error in the Legal Description on Document # 15080260

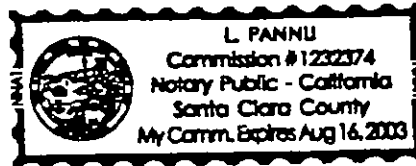
APN: 331-15-022

Dated: 5-22-00

Madeleine C. Malovos
MADELEINE C. MALOVOS

State of California)
County of Santa Clara) ss.

On May 22, 2000, before me,
L. Pannu
personally appeared MADELEINE C. MALOVOS



personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in the authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the persons acted, executed the instrument. WITNESS my hand and official seal.

[Signature]

COMMON STREET ADDRESS

& MAIL TAX STATEMENTS TO: Marian M. Konevich - 166 Main Street - Los Altos, California 94022

NAME ADDRESS CITY, STATE, ZIP

EXHIBIT A

Beginning at a ¾ inch pipe in the Easterly line of Mora Drive, distant thereon N. 0 degrees 41' E. 77 feet from the Southwesterly corner of Lot 1 as shown on the Map hereinafter referred to; thence along the Easterly line of Mora Drive N. 0 degrees 41' E. 265.60 feet; thence leaving said Easterly line of Mora Drive, S. 89 degrees 19' E. 280.33 feet to a point in the Easterly line of Lot 3; thence along the Easterly line of Lots 3, 2 and 1 as shown on the Map hereinafter referred to, S. 6 degrees 24' 40" W. 257.495 feet to a ¾ inch pipe; thence S. 88 degrees 36' W. 255.12 feet to the point of beginning and being a portion of Lots 1 and 3 and all of Lot 2 as shown upon the Map of Tract No. 10 Map of Jo Mora Ranch, Santa Clara County California, a subdivision of a portion of Lot 40 Hale Ranch Subdivision as recorded in Book I of Maps, pages 48 and 49, Santa Clara County Records, a portion of San Antonio Rancho, and which said Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on June 2, 1932 in Book "Y" of Maps, page 53.

EXCEPTING THEREFROM the underground water, as granted in the Deed from Robert L. Rees and Esther J. Rees, husband and wife, to California Water Service Company, a California corporation, dated March 4, 1953 and recorded March 20, 1953 in Book 2603 Official Records, page 137.

Recording requested by &
when recorded mail this deed
and tax statements to:

Ruth G. Winchell
10778 Mora Dr.
Los Altos, CA 94024

DOCUMENT: 15340579



Titles: 1 / Pages: 2
Fees.... 10.00
Taxes...
Copies...
AMT PAID 10.00

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Attorney

ROE # 011/015
8/02/2000
8:46 AM

APN# 331-15-023

The undersigned declares the documentary transfer tax is none. (space above for recorders use)
This is a conveyance to a revocable living trust. It is not pursuant to a sale and is exempt pursuant to Rev. & Tax Code sec. 11911;
nor does it constitute a change in ownership and is not subject to reassessment pursuant to Rev. & Tax Code sec. 62 (d) (2).

Quitclaim Deed

For no consideration the below named & undersigned grantor(s):

Ruth G. Winchell

Hereby remises, releases & forever quitclaims to:

Ruth G. Winchell, Trustee of the Winchell Trust, created on July 18, 2000

The following described real property (in the):
Unincorporated Area, Santa Clara County, State of California
For the legal description, see the attached Exhibit "A" which is incorporated herein and made a
part hereof.

(Commonly known as 10778 Mora Dr., Los Altos, CA 94024)

Date: July 18, 2000
Ruth G. Winchell
Ruth G. Winchell

State of California
County of Santa Clara

On July 18, 2000 before me, Landis Mahaffey (notary public), personally appeared Ruth G. Winchell, personally
known to me - or - proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to
the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and
that by his/her signature on the instrument the person(s) or the entity upon behalf of which the person acted,
executed the instrument.

Witness my hand and official seal.

Landis Mahaffey
Signature of Notary



Mail Tax Statements As Directed Above

Exhibit A

PARCEL NO. 1: Lot Number Four (4) as said lot is delineated and so designated upon that certain Map entitled, "Tract No. 10, Map of Jo Mora Ranch, Santa Clara County, Calif., a subdivision of a portion of Lot 40, Hale Ranch Subdivision, as recorded in Book "I" of Maps, pages 48 and 49, records of Santa Clara County, a portion of San Antonio Rancho", and which said Map was recorded in the office of the County Recorder of the County of Santa Clara, state of California, on June 2, 1932 in Book "Y" of Maps, page 53.

PARCEL NO. 2: Beginning at a point in the Easterly line of Mora Drive at the common corner for Lots 3 and 4, as the same are shown on Tract No. 10, Map of Jo Mora Ranch, the Map of which is herein-after referred to; thence along said line of the Mora Drive S. $0^{\circ} 41' W$ 62.50 feet; thence parallel with the line dividing said Lots 3 and 4, S. $89^{\circ} 19' E$. 280.33 feet to the Easterly line of said subdivision; thence along said Easterly line N. $6^{\circ} 24' 40'' E$. 62.815 feet to the common corner for said Lots 3 and 4; thence along the line dividing said Lots 3 and 4, N. $89^{\circ} 19' W$ 286.60 feet to the point of beginning, being a portion of Lot 3, as said Lot is delineated and so designated upon that certain Map entitled, "Tract No. 10, Map of Jo Mora Ranch, Santa Clara County, Calif.", a subdivision of a portion of Lot 40, Hale Ranch Subdivision, as recorded in Book "I" of Maps, pages 48 and 49, records of Santa Clara County, a portion of San Antonio Rancho, and which said Map was recorded in the office of the County Recorder of the County of Santa Clara, State of California, on June 2, 1932 in Book "Y" of Maps, page 53.

RECORDING REQUESTED BY

ORDER LA 35304-MS MAY-8-75 F
APM 331-15-27 C.A. 79-045
WHEN RECORDED MAIL TO

2032 * 150.70

5002032

B. 399 PAGE 91

Recorded at the request of
California Land Title Company

B. 399 PAGE 91

MAY 8 1975 8.00
A. M.

Name Mr. & Mrs. Harold V. Feeney
Street 11030 Mora Drive,
Address Los Altos Hills, California
City & State

4.00

GEORGE A. MANN, Recorder
Santa Clara County, Official Records

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Joint Tenancy Grant Deed

ALL
PER.
L2
51
138
H

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$150.70

- (X) computed on full value of property conveyed, or
- () computed on full value less value of liens and encumbrances remaining at time of sale.
- () Unincorporated area: (X) City of Los Altos Hills and
- () Realty not sold.

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

THOMAS JOSEPH RYAN, a single man; and DONALD HOWARD GRABOW,
a single man
hereby GRANT(S) to

HAROLD V. FEENEY, JR. and MARY JO FEENEY, his wife

, AS JOINT TENANTS,

the following described real property in the
County of SANTA CLARA State of California:

LOT 12, Map of Tract No. 10, Map of Jo Mora Ranch, filed June 2,
1932, Book Y of Maps, page 53, Santa Clara County Records.

Mail tax statements to Same as above

Dated May 6, 1975

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

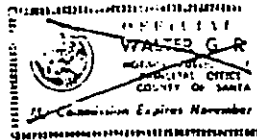
On 5-7-75 before me, the under-
signed, a Notary Public in and for said State, personally appeared
Thomas Joseph Ryan and Donald
Howard Grabow

x *Thomas Joseph Ryan*
Thomas Joseph Ryan

x *Donald Howard Grabow*
Donald Howard Grabow

... known to me
to be the person(s) whose names are subscribed to the within
instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.

Signature *Walter G. Robbins*
Walter G. Robbins
Name (Typed or Printed) WITNESS



5002032

(This area for official notarial seal)

MAY 9 1975

RECORDING REQUESTED BY
TICOR TITLE INSURANCE
LA 37 500888
apn 331-15-028

AND WHEN RECORDED MAIL TO

Name Nash Jost
Street Address 11060 Mora Drive
Los Altos, CA 94022
City & State

MAIL TAX STATEMENTS TO
Name Same
Street Address
City & State

8159928
1797 PAGE 654

| | |
|----------|---|
| REC. FEE | ✓ |
| MICRO | ✓ |
| LIEN NOT | |
| SMT | |

Recorded at the request of
TICOR Title Insurance Company of California

AUG 16 1984 8:00 A.M.

George A. Mann, Recorder
SANTA CLARA COUNTY, OFFICIAL RECORDS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CAT. NO. NN006a2
TO 1923 C.A. (2-83)

Individual Grant Deed

THIS FORM FURNISHED BY TICOR TITLE INSURERS

| | |
|-------------|--|
| ALL PTN. | <p>The undersigned grantor(s) declare(s): Documentary transfer tax is \$ 499.95 <input checked="" type="checkbox"/> computed on full value of property conveyed, or <input type="checkbox"/> computed on full value less value of liens and encumbrances remaining at time of sale. <input checked="" type="checkbox"/> Unincorporated area: () City of _____, and</p> <p>FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MICHAEL T. McDONELL and LIANE L. McDONELL, husband and wife</p> <p>hereby GRANT(S) to NASH JOST and KAREN JOST, husband and wife, as COMMUNITY PROPERTY the following described real property in the unincorporated area of the County of SANTA CLARA, State of California:</p> <p>All that certain real property in the unincorporated area of _____ County of Santa Clara, State of California, described as follows:</p> <p>All of Lot 13, as shown upon that certain map entitled "Tract No. 10 Map of Jo Mora Ranch", which map was filed for record in the office of the recorder of the county of Santa Clara, State of California, on June 2, 1932 in Book Y of Maps at Page 53.</p> <p>Dated: <u>August 8, 1984</u></p> <p>STATE OF CALIFORNIA COUNTY OF _____ } ss. On <u>August</u> 1984 before me, the undersigned, a Notary Public in and for said State, personally appeared <u>MICHAEL T. McDONELL</u> and <u>LIANE L. McDONELL</u> personally known to me or proved to me on the basis of sat- isfactory evidence to be the person whose name <u>are</u> subscribed to the within instrument and acknowledged that <u>they</u> executed the same. WITNESS my hand and official seal.</p> <p>Signature _____</p> |
|-------------|--|

331 15 28

Michael T. McDonell
MICHAEL T. McDONELL

Liane L. McDonell
LIANE L. McDONELL

Jacqueline Wolfe
WITNESSED BY: JACQUELINE WOLFE

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

AUG 16 1984

N 0 2 2 P A G E 0 2 6 3

12863131

FILED FOR RECORD
AT REQUEST OF

ATTORNEY

95 APR 14 PM 2:39

OFFICIAL RECORDS
SANTA CLARA COUNTY
BRENDA DAVIS
RECORDER

| | |
|---------|---|
| REC FEE | 2 |
| RLHF | 4 |
| MICRD | 1 |
| RTCF | 3 |
| LIEN | |
| SIAPP | |
| 1 PCOR | |

RECORDING REQUESTED BY:)

AND WHEN RECORDED MAIL TO:)

Dunham B. Sherer, Esq.
Hopkins & Carley
150 Almaden Blvd., 15th Floor
San Jose, CA 95113-2089)

MAIL TAX STATEMENTS TO:)

Ernest A. Traugott, Trustee)
11120 Mora Drive)
Los Altos, CA 94024)

AFFIDAVIT - DEATH OF TRUSTEE

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

ERNEST A. TRAUGOTT, of legal age, being first duly sworn, deposes and says:

That Maxine Gloria Traugott, the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as Maxine G. Traugott, Trustee of the Traugott Family Trust dated January 3, 1990, named as one of the parties in that certain Trust Transfer Deed dated March 23, 1994, executed by Ernest A. Traugott and Maxine G. Traugott, his wife, to Ernest A. Traugott and Maxine G. Traugott, Trustees of the Traugott Family Trust dated January 3, 1990, recorded as Instrument No. 12450508 on April 15, 1994 in the Official Records of Santa Clara County, California, covering the following described property situated in the County of Santa Clara, State of California:

N B 2 2 PAGE 0264

ALL OF LOT 15, as shown upon that certain Map entitled, "TRACT NO. 10 MAP OF JO MORA RANCHO", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on June 2, 1932 in Book "Y" of Maps, page 53.

11120 Mora Drive
Los Altos, CA 94024
A.P.N. 331-15-030

Article 8 of the Traugott Family Trust provides that in the event either Ernest A. Traugott or Maxine G. Traugott shall fail or cease to act as Trustee, the other shall continue as sole Trustee. That at the date of death of Maxine A. Traugott on March 26, 1994, ERNEST A. TRAUGOTT became the sole Trustee of the Traugott Family Trust, dated January 3, 1990.

DATED: 3/29 1995.

Ernest A. Traugott
ERNEST A. TRAUGOTT

SUBSCRIBED AND SWORN TO before me
this 30th day of March 1995

Signature: *Stephanie Markey*
Notary Public



CERTIFICATION OF VITAL RECORD

COUNTY of SANTA CLARA

PUBLIC HEALTH

2220 MOORPARK AVE., SAN JOSE, CALIFORNIA 95128

NO 22 PAGE 0266

AFFIDAVIT TO AMEND A RECORD

39443-002418

STATE/LOCAL REGISTRAR USE ONLY

NONE BIRTH DEATH FETAL DEATH

NO ERASURES, WHITEOUTS, OR ALTERATIONS

STATE/LOCAL REGISTRAR USE ONLY

PART I INFORMATION TO LOCATE RECORD—TYPE OR PRINT IN BLACK INK ONLY

NAME AS IT APPEARS ON RECORD: MERRIN, Gloria Traugott

ABORTIONAL INFORMATION TO LOCATE RECORD: F 03/28/1994

PART II STATEMENT OF CORRECTIONS—NO ERASURES, WHITEOUTS, OR ALTERATIONS

| LIST ONE ITEM PER LINE | 7. NUMBER OF RECORD | 8A. INFORMATION AS IT APPEARS ON ORIGINAL RECORD | 8B. INFORMATION AS IT SHOULD APPEAR |
|------------------------|---------------------|--|-------------------------------------|
| | 20 | 11120 Mora Dr. | 11120 Mora Dr. |
| | 27 | 1120 Mora Dr., Los Alos CA 94024 | 11120 Mora Dr., Los Alos, CA 94024 |
| | 31 | | |
| | 32 | | |
| | 33 | | |
| | 34 | | |
| | 35 | | |
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| | 48 | | |
| | 49 | | |
| | 50 | | |

REASON FOR CORRECTION: a. Incorrect information.

APPROVANTS AND SIGNATURES: We, the undersigned, hereby certify under penalty of perjury that we have personal knowledge of the above facts and that the information given above is true and correct.

TWO PERSONS MUST SIGN THIS FORM

10A. SIGNATURE OF FIRST PERSON: [Signature] Funerals Director 03/29/1994

10B. TITLE/RELATIONSHIP TO PERSON OF PART I: Funerals Director

11A. SIGNATURE OF SECOND PERSON: [Signature] Funerals Director 03/29/1994

11B. TITLE/RELATIONSHIP TO PERSON OF PART I: Funerals Director

11C. DATE SIGNED: 03/29/1994

12. SIGNATURE OF STATE OR LOCAL REGISTRAR: [Signature] 03/31/1994

12C. DATE ACCEPTED FOR REGISTRATION: 03/31/1994

STATE/LOCAL REGISTRAR USE ONLY

STATE OF CALIFORNIA, DEPARTMENT OF HEALTH SERVICES, OFFICE OF STATE REGISTRAR

H

746397

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA }

DATE ISSUED / 03 / 1994

This is a true and exact reproduction of the document officially registered and placed on file in the VITAL RECORDS SECTION, DEPARTMENT OF PUBLIC HEALTH

[Signature]
MARTINO FEINSTEINER
HEALTH OFFICER AND LOCAL REGISTRAR
OF BIRTHS AND DEATHS

This copy not valid unless prepared on engraved banner displaying seal and signature of Registrar.



ANY ALTERATION OR FALSIFICATION OF THIS CERTIFICATE

N 128 PAGE 1300

ORDER # 12206829
REC'D FROM REQUESTER:
Old Republic Title Company
386588-MK
APR 331-15-036
WHEN RECORDED MAIL TO

| | |
|---------|------|
| REC FEE | 4 |
| RMF | 2 |
| MICRO | 1 |
| RTCF | 1 |
| LIEN | |
| SMPF | 9 10 |
| TC PCOR | |

12206829
Recorded at the request of:
Old Republic Title Company
NOV 10 1993 8:00 A.M.
BRENDA DAVIS, Recorder
Santa Clara County, Official Records

Name
Address
City & State
Michael G. Inkster & Karen L. Inkster
19491 SUNHILLS
LOS ALTOS, CA 94022

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

ALL
FTR
36
15
371
A

Monument Preservation Fee is \$10.00
The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ 935.00
(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
(X) Unincorporated area: () City of _____
() Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
EUGENE EDRIC CROWTHER and JOYCE ADAIR CROWTHER, husband and wife and JOYCE A. CROWTHER, CONSERVATOR OF/EUGENE D. CROWTHER UNDER CASE NO. P-56263
The person and Estate of
hereby GRANT(S) to Michael G. Inkster and Karen L. Inkster, husband and wife
as Joint Tenants

that property in SANTA CLARA County,
State of California, described as:
* * * See "Exhibit A" attached hereto and made a part hereof. * * *

Mail tax statements to Grantee at address above
Date October 28, 1993

*Eugene Edric Crowther by
Joyce Adair Crowther his
attorney in fact*
EUGENE EDRIC CROWTHER

STATE OF CALIFORNIA
COUNTY OF Santa Clara

Joyce Adair Crowther
JOYCE ADAIR CROWTHER
Joyce A. Crowther Conservator
JOYCE A. CROWTHER, CONSERVATOR

On November 5, 1993 before me, the undersigned, a Notary Public in and for said State, personally appeared Eugene Edric Crowther

I declare that I know the person(s) whose name(s) here subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature *Marilyn K. Kredo*
Name Marilyn K. Kredo
(typed or printed)

MARILYN K. KREDO
COM. # 1003766
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires Aug. 22, 1997
(This area for official notarial seal)

N# 28 PAGE 1301

The land referred to in this Report is situated in the County of Santa Clara, in the unincorporated area, State of California, and is described as follows:

BEGINNING at a 3/4 inch iron pipe at the common corner for Lots 33, 34 and 35 Tract No. 10 "Jo Mora Ranch" as recorded in Book Y of Maps, page 53, Records of Santa Clara County, California, and running thence along the South line of said Lot 33, North 89° 19' West 147.62 feet to a 3/4 inch pipe at the Southwesterly corner of said Lot 33, being the most Southerly corner of that certain parcel of land conveyed by Ned Frey and Carrie Frey, to W.T. Clements as recorded in Book 725 of Official Records, page 226, Records of Santa Clara County, California; thence along the Southeasterly line of said land conveyed to W.T. Clements, North 27° 57' 30" East 314.97 feet to a 3/4 inch pipe in the Southwesterly line of Sunhills Drive; thence along the Southwesterly line of Sunhills Drive on a curve to the right, from a tangent which bears South 26° 16' 48" East through a central angle of 40° 24' 22" for a distance of 158.67 feet to a 3/4 inch pipe; thence continuing along the Southwesterly line of Sunhills Drive South 66° 41' 10" East 71.47 feet to a radius of 20.00 feet, through a central angle of 58° 12' 37" for a distance of 20.32 feet to the place of beginning, and being portions of Lots 33 and 35 of Tract No. 10 "Jo Mora Ranch" situated in the San Antonio Rancho, Santa Clara County, California.

331-15-036
79045
CCG/AL/BP
A 331-15-36
8-24-78

RECORDING REQUESTED BY
 Continental Land Title Company
 11000 MORA DRIVE
 LOS ALTOS HILLS, CA.
 94022

| | |
|------------|---|
| REC'D | 1 |
| FILE | 1 |
| INDEX | 1 |
| SEARCHED | |
| SERIALIZED | |
| FILED | |

10018627
 Recorded at the request of
 Continental Land Title
 FEB 24 1989 4:00PM
 LAURIE KANE, Recorder
 Santa Clara County Official Records
 K 857 PAGE 1187

SPACE ABOVE THIS LINE FOR RECORDERS USE

| | | | |
|-----|----|-----|-------|
| 331 | 15 | 041 | AL XX |
| | | | PTN |

Title Order No LA150809
 Escrow or Loan No LA150809

GRANT DEED

THE UNDERSIGNED GRANITOR(S) DECLARE(S)
 DOCUMENTARY TRANSFER TAX is \$ 1,023.00 CITY TAX \$
 Computed on full value of property conveyed or
 computed on full value less value of liens or encumbrances remaining at time of sale
 Unincorporated area City of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged:
 Alan G. Richards And Alice I. Richards, Husband And Wife,
 hereby GRANT(S) to
 Robert R. Rodriguez And Louise A. Rodriguez, Husband And
 Wife, As Community Property
 the following described real property in the CITY OF LOS ALTOS HILLS
 County of Santa Clara State of California

Lot 11, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "TRACT NO. 10
 OF JO MORA RANCHO, SANTA CLARA COUNTY CALIFORNIA A SUBDIVISION
 OF A PORTION OF LOT 40 HALE RANCH SUBDIVISION, AS RECORDED IN
 BOOK "I" OF MAPS, PAGES 48 AND 49, RECORDS OF 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 JUNE 2, 1932
 IN BOOK "Y" OF MAPS, PAGE 53.

APN: 331-15-041

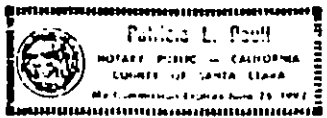
Dated February 23, 1989

Alan G. Richards
 Alan G. Richards
Alice I. Richards
 Alice I. Richards

STATE OF CALIFORNIA
 COUNTY OF SANTA CLARA
 On FEBRUARY 23, 1989

ALAN G. RICHARDS AND
ALICE I. RICHARDS

shown to me to be the person(s) who executed this deed
 who signed to this within substantial part of the worded part
 THEY were (initials)
 My commission expires June 28, 1991
Patricia L. Poff



RECORDING REQUESTED BY

FULLER, GLICKMAN, MOUSALAM
AND BARTON
File No. 3149-000
AND WHEN RECORDED MAIL TO

7231135

FILED FOR RECORD
AT REQUEST OF

Fuller, Glickman,
Mousalam and Barton

DEC 9 9 13 AM '81

OFFICIAL RECORDS
SANTA CLARA COUNTY
GEORGE A. HANIK
REGISTRAR RECORDS

| | |
|-----------|---|
| REC FEE | 9 |
| MICRO | 1 |
| EXP. MAT. | |
| CHRG. | |

Fuller, Glickman, Mousalam
and Barton
755 Page Mill Road #A-280
Palo Alto, CA 94304

C489 741

Mr. & Mrs. Gaetano Giurlani
10970 Mora Drive
Los Altos, CA 94022

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Individual Grant Deed

TO 1923 CA (12-74)

THIS FORM FURNISHED BY TIGOR TITLE INSURERS

A.P.N. 331-15-42

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ 0 00 No Sale, No Consideration
() computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area: () City of _____ and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
GAETANO J. GIURLANI and JUNE L. GIURLANI, his wife, as Joint Tenants

hereby GRANT(S) to Gaetano Giurlani and June L. Giurlani, as Trustees under
the GAETANO AND JUNE L. GIURLANI TRUST AGREEMENT dated September 11,
1979.

the following described real property in the
County of Santa Clara State of California:

Lots 9 and 10, as shown upon that certain Map entitled, "Tract No. 10
Map of Jo Mora Rancho, Santa Clara County, Calif., a Subdivision of a
portion of Lot 40, Hale Ranch Subdivision, as recorded in Book "I" of
Maps, pages 48 and 49, Records of 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 June 2, 1932 in Book Y of Maps, page 53.

NOTE: This deed is being recorded for the sole purpose of transferring
the grantor's interests as individuals to themselves as Trustees
of their revocable trust; therefore, there is no consideration.

Dated NOV. 13, 1981
[Signature]
GAETANO J. GIURLANI

STATE OF CALIFORNIA
COUNTY OF Santa Clara } ss.
On 11-2-81 before me, the under-
signed, a Notary Public in and for said State, personally appeared
Gaetano J. Giurlani and June L. Giurlani
Giurlani

[Signature]
JUNE L. GIURLANI

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



Signature Patricia Sue Ballard
PATRICIA SUE BALLARD

Title Order No. _____ Escrow or Loan No. _____

DEC 9 1981

RECORDING REQUESTED BY

JAN 30-1960

9026 - 192.50

B 5309026
846 PAGE 300

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO

Recorded at the request of
Lawyers Title Insurance Com.

NAME **Mrs. E.D. Crockett**
STREET ADDRESS **10990 Mora Drive**
Los Altos Hills, Cal.
CITY STATE ZIP **94022**

JAN 30 1976 8:00AM

GEORGE A. MANN, Recorder
Santa Clara County, Official Records

Title Order No. SJ56361 Escrow No. IA 6240

This space for Recorder **B 846 PAGE 300**

A-1

GRANT DEED

GRANTOR(S) DECLARING DOCUMENTARY TRANSFER TAX is: 192.50
 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, THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

hereby GRANT(S) to R.
D. DAVID CROCKETT AND ANN/CROCKETT, his wife, as Joint Tenants

the following described real property in the
County of **Santa Clara**, State of California:

ALL OF LOT 8, as shown upon that certain Map entitled, "TRACT NO. 10 MAP OF JO MORA RANCH, SANTA CLARA COUNTY, CALIF., A SUBDIVISION OF A PORTION OF LOT 40, HALE RANCH SUBDIVISION AS RECORDED IN BOOK "I" OF MAPS, PAGES 48 AND 49", which Map was filed for record on June 2, 1952 in book "Y" of Maps, page 53, Santa Clara County Records.

351 75 043

THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR UNIVERSITY

Robert R. Augstine
Robert R. Augstine
Vice President for Development and Planning

Dated January 14, 1976

STATE OF CALIFORNIA
COUNTY OF Santa Clara
On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____

Acknowledgement not Completely filed

known to me to be the person(s) named in the within instrument and acknowledged that _____ executed the same. Witness my hand and official seal.

Notary Public

RECORDING REQUESTED BY:
Peter LaBoskey, Esq.
WILSON SONSINI GOODRICH & ROSATI
650 Page Mill Road
Palo Alto, California 94304-1050

DOCUMENT: 14994057



Titles: 1 / Pages: 1
Fees.... 7.00
Taxes...
Copies...
AMT PAID 7.00

WHEN RECORDED, MAIL TO:

Aart J. de Geus and
Esther M. John
10701 Mora Drive
Los Altos, CA 94024

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Attorney

RDE # 009
9/22/1999
10:40 AM

Quitclaim Deed

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$0.00.

CONVEYANCE WITHOUT CONSIDERATION BETWEEN HUSBAND AND WIFE TO CHANGE FORM OF OWNERSHIP FROM JOINT TENANTS TO COMMUNITY PROPERTY ONLY - NOT PURSUANT TO SALE.

- () computed on full value of property conveyed, or
- () computed on full value less value of liens and encumbrances remaining at time of sale.
- () Unincorporated area: () City of

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

AART J. DE GEUS AND ESTHER M. JOHN, HUSBAND AND WIFE AS JOINT TENANTS,

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) TO

AART J. DE GEUS AND ESTHER M. JOHN, HUSBAND AND WIFE, AS COMMUNITY PROPERTY,

the following described real property in the City of Los Altos, County of Santa Clara, State of California:

PARCEL ONE: PARCEL 1, AS SHOWN ON THE PARCEL MAP CONSISTING OF LOTS 37 AND 38, MAP OF JO MORA RANCH, RECORDED NOVEMBER 9, 1970, BOOK 275 OF MAPS, PAGE 15, SANTA CLARA COUNTY RECORDS.

PARCEL TWO: PARCEL 2, AS SHOWN ON THE PARCEL MAP CONSISTING OF LOTS 37 AND 38, MAP OF JO MORA RANCH, RECORDED NOVEMBER 9, 1970, BOOK 275 OF MAPS, PAGE 15, SANTA CLARA COUNTY RECORDS.

A.P.Ns. 331-15-046 and 331-15-047

Dated September 27th, 1999

Aart J. de Geus

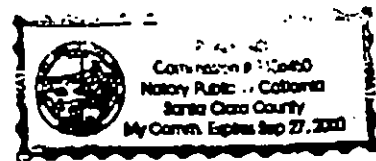
Esther M. John

State of California
County of Santa Clara

On 09/28/99, before me, P. Atford, Notary Public, personally appeared Aart J. de Geus and Esther M. John, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature P. Atford



MAIL TAX STATEMENTS TO: Aart J. de Geus and Esther M. John
10701 Mora Drive, Los Altos, CA 94024

21-1

Recorded at the request of:
JAMES L. LARSON
Return to:
JAMES L. LARSON
Attorney at Law
P. O. Box 1369
Fort Bragg, CA 95437

DOCUMENT: 14741252



8814741252

Titles: 1 / Pages: 3
Fees.... 13.00
Taxes...
Copies..
AMT PAID 13.00

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Attorney

RDE # 885
4/87/1999
11:46 AM

AFFIDAVIT - DEATH OF PERSON INTERESTED IN A TRUST

STATE OF CALIFORNIA) Name of Decedent: FRANCIS ELMER DeBEVOISE
)
) So.)
COUNTY OF MENDOCINO) Date of Death: May 12, 1998

HELEN FRICK DeBEVOISE, of legal age, being first duly sworn, deposes and says:

That she is the named Successor Trustee of THE DeBEVOISE FAMILY REVOCABLE LIVING TRUST dated May 18, 1990, and is now the sole Trustee of said trust;

That said trust is in full force and effect, and that it has not been revoked or terminated;

That FRANCIS ELMER DeBEVOISE, the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as FRANCIS ELMER DeBEVOISE, a Trustor and Trustee of THE DeBEVOISE FAMILY REVOCABLE LIVING TRUST dated May 18, 1990. FRANCIS ELMER DeBEVOISE was named as a grantor in that certain deed dated May 18, 1990, executed by FRANCIS ELMER DeBEVOISE and HELEN FRICK DeBEVOISE to FRANCIS ELMER DeBEVOISE and HELEN FRICK DeBEVOISE, Trustees of THE DeBEVOISE FAMILY REVOCABLE LIVING TRUST dated May 18, 1990, recorded as Instrument No. 10541265, in the Official Records of Santa Clara County, California, on May 31, 1990, covering the following property situated in the County of Santa Clara, State of California.

PARCEL NO. 1: Lot 26 and that portion of Lot 27 hereinafter described of Tract No. 10 of Jo Mora Ranch, the Map of which was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on June 2, 1932 in Book "Y" of Maps, at page 53.

Said portion of Lot 27 being described as follows:

Beginning at a point in the Westerly line of Mora Drive at its intersection with the line dividing Lots 26 and 27 of said Subdivision; thence along said dividing line

21-2

N.45°56'50"W. 360.13 feet to the Northwesterly line of said Subdivision; thence along said line S.44°03'10"W. 72.315 feet; thence parallel with said dividing line S.45°56'50"E 360.13 feet, more or less, to the Westerly line of Mora Drive; thence along said line following the curvature thereof Northerly 73.305 feet, more or less, to the point of beginning.

PARCEL NO. 2: Beginning at the most Southerly corner of Lot 95 as shown upon the Map hereinafter referred to; thence running N.43°44'E. and along the Southeasterly line of said Lot 95, 515.0 feet; thence leaving said line and running 46 degrees 16'W. and parallel with the Southwesterly line of Lot 95, 427.0 feet; thence running S.43°44'W. and parallel with the Southeasterly line of said Lot 95; 515.00 feet to a point on the Southwesterly line of said Lot 95; thence running along said line S.46°16'E. 427.00 feet to the point of beginning, and being a portion of Lot 95 as laid down, designated and delineated upon that certain Map entitled, "Map of Los Altos Country Club Properties, Loyola, Santa Clara County, California," and which said Map was filed for record in the office of the County Recorder of the County of Santa Clara, State of California, on January 21, 1924 in Book "R" of Maps, at pages 50,51,52 and 53.

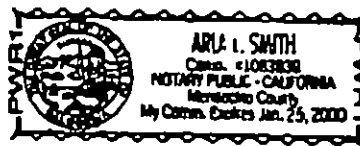
A.P. 331-150-48
Common street address:
10990 Terry Way
Los Altos, California 94022

Dated: November 2nd, 1998.

Helen Frick DeBevoise
HELEN FRICK DeBEVOISE

SUBSCRIBED AND SWORN TO before me
this 2nd day of November, 1998.

Arlo L. Smith
Notary Public, State of California



| | | | | | | | | |
|----|----|-----|-----|-----|----|-----|--------|----|
| GI | PL | LOC | DOC | PAR | LT | BLK | SUB BK | PG |
|----|----|-----|-----|-----|----|-----|--------|----|

EX 30-741

9016 * 30.80 B 016 page 211

4819016

AND WHEN RECEIVED MAIL TO

Name: Roy C. Richards
 Street Address: Garnet I. Richards
 3027-C Kaiser Drive
 City & State: Santa Clara, California 95051

300

Recorded at the request of
 San Francisco Bay Title Company

JUL 30 1974 8:00 A.M.
 George A. Mann, Recorder
 Santa Clara County, Official Records

B 016 page 211

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name: Roy C. Richards
 Street Address: Garnet I. Richards
 3027-C Kaiser Drive
 City & State: Santa Clara, California 95051

REAL PROPERTY TRANSFER TAX:

\$ 30.80

FULL VALUE
 EQUITY VALUE

Grant Deed

THIS FORM FURNISHED BY SAN FRANCISCO BAY TITLE COMPANY

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

JAMES E. WHITE, an unmarried man

hereby GRANT(S) to

ROY C. RICHARDS and GARNET I. RICHARDS, His wife, as Joint Tenants

the following described real property in the

County of Santa Clara, State of California:

All of Parcel A, as shown on the Map entitled, "Parcel Map Resubdivision of Lots 2 and 3, Tract 765 Valley View Estates, Santa Clara County, California", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on June 23, 1972 in Book of Maps numbered 303 at page 1.

SALE No. 2031 15 49 JUL 1974

Dated July 23, 1974

STATE OF CALIFORNIA,)
 COUNTY OF SANTA CLARA) SS.

James E. White
 James E. White

On this day of July 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared

James E. White

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.

George A. Mann
 George A. Mann

SAN FRANCISCO BAY TITLE COMPANY
 Form No. 15 (5-6-69) AT No. 15

MAIL TAX STATEMENTS AS DIRECTED ABOVE.

N971 PAGE 0872

12991928

GATEWAY TITLE COMPANY

Title Order No.: 7605163 Escrow No.: R-1915-94

When recorded mail to:

Mr. & Mrs. Bratton
10691 Mora Drive
Los Altos, CA 94024

APN: 331-15-051

7605163

Mail Tax Statements to:

same

| | |
|---------|-----|
| REC FEE | 6 |
| RMF | 7 |
| MICRO | 7 |
| RTCF | 7 |
| LIEN | |
| SMPT | 10- |
| TC PCOR | |

Recorded at the request of
Nation Title Insurance Company

AUG 24 1995 8:00 A.M.

Brandi Davis, Recorder
Santa Clara County Official Records

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY TRANSFER TAX \$
DOCUMENTARY TRANSFER TAX \$ 866-25 1155.00

Computed on the full value of the interest or property conveyed, or is
 Computed on the full value less the value of liens or encumbrances
remaining thereon at the time of sale.

GRANT DEED

Dated: April 18, 1994

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
WILLIAM M. SPALLER and ELAINE L. SPALLER, Co-Trustees of The Spaller Family
Revocable Trust Dated December 14, 1993 As Their Community Property

hereby GRANT(S) to TIMOTHY ROBERT BRATTON AND SUSAN STAFFORD BRATTON, HUSBAND AND WIFE
AS COMMUNITY PROPERTY

the following described real property in the City of LOS ALTOS county of SANTA CLARA, state of California
See Attached Exhibit "A"

Property is commonly known as: 10691 MORA DRIVE, LOS ALTOS, CA 94024

The Spaller Family Revocable Trust Dated
December 14, 1993

William M. Spaller
William M. Spaller Co-Trustee

Elaine L. Spaller
Elaine L. Spaller, Co-Trustee

City Washington
STATE OF CALIFORNIA
COUNTY OF Dist. of Col.) S.S.

On 27th day of Oct. 1994 before me, Tracey E. Richey
personally appeared William M. Spaller and Elaine L. Spaller

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

WITNESS my hand and official seal

Signature Tracey E. Richey
MY COMMISSION EXPIRES JUNE 30, 1996

EXHIBIT A

H971 PAGE 0873

PARCEL ONE:

LOT 34, OF TRACT NO. 10, IN THE CITY OF LOS ALTOS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, PER MAP FILED JUNE 02, 1932 IN BOOK "Y" PAGE 53 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL TWO:

BEGINNING AT A POINT IN THE WESTERLY LINE OF MORA DRIVE WHICH MARKS THE CENTER LINE OF "MORAQUITA PLACE" AS SAID DRIVE AND PLACE ARE SHOWN ON THE HEREINABOVE MENTIONED MAP; RUN THENCE N. 89 DEGREES 19' W. ALONG THE CENTER LINE OF SAID "MORAQUITA PLACE" 225.00 FEET TO THE WESTERLY TERMINUS THEREOF; THENCE LEAVING THE CENTER LINE OF "MORAQUITA PLACE" ON A CURVE TO THE RIGHT, WITH A RADIUS OF 40 FEET FOR A DISTANCE OF 62.83 FEET TO A POINT ON SAID CURVE WHICH INTERSECTS THE EASTERLY LINE OF SAID LOT 34; THENCE ALONG THE EASTERLY LINE OF SAID LOT 34 N. 0 DEG. 41' E. 10.00 FEET, THENCE LEAVING THE EASTERLY LINE OF LOT 34, S. 89 DEGREES 19' E., AND PARALLEL TO THE CENTER LINE OF SAID "MORAQUITA PLACE" 185.00 FEET TO A POINT IN THE WESTERLY LINE OF MORA DRIVE; AND THENCE S. 0 DEG. 41' W., ALONG SAID WESTERLY LINE 50 FEET TO THE POINT OF BEGINNING, BEING THE NORTHERLY ONE-HALF OF "MORAQUITA PLACE", AND A PORTION OF LOT 36 AS SAID LOT AND "MORAQUITA PLACE" ARE SHOWN UPON THE HEREINABOVE MENTIONED MAP.

PARCEL THREE:

A PORTION OF LOT 36, AS SHOWN ON THE MAP OF TRACT NO. 10, JO MORA RANCH, FILED IN BOOK Y OF MAPS, PAGE 53, SANTA CLARA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED CECIL L. LONGSON, ET UX, RECORDED APRIL 03, 1963 BOOK 5968 PAGE 130, OF OFFICIAL RECORDS, DISTANT THEREON S. 89 DEGREES 19' E. 30 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL; THENCE FROM SAID POINT OF BEGINNING NORTHWEST IN A DIRECT LINE TO A POINT ON THE WESTERLY LINE OF SAID LONGSON PARCEL, BEING ALSO THE WESTERLY LINE OF SAID LOT 36, DISTANT THEREON N. 0 DEG. 41' E. 30 FEET TO SAID SOUTHWEST CORNER, THENCE S. 89 DEGREES 10' E. 30 FEET TO THE POINT OF BEGINNING.

ASSESSOR PARCEL NO.: 331-15-051

6379323

RECORDING REQUESTED BY
Western Title Insurance Company
AND WHEN RECORDED MAIL TO

NAME Allen R. & Nancy G. Minton
ADDRESS 1275 Fairway Dr.
CITY & STATE Los Altos, Ca. 94022

Title Order No. _____ Escrow No. LA4519P2

Recorded at the request of
Western Title Insurance Co
COUNTY OF SANTA CLARA
CLERK OF COUNTY RECORDER
SANTA CLARA COUNTY, CALIF.

E 506 700 645

E 506 700 645

300

MAIL TAX STATEMENTS TO
NAME Same
ADDRESS
CITY & STATE

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Documentary transfer tax \$... 250, 50...
 Computed on full value of property conveyed, or
 Computed on full value less liens and encumbrances
remaining thereon at time of sale.
Western Title Insurance Company
Signature of declarant or agent determining tax: [Signature]

Individual Grant Deed

WESTERN TITLE FORM NO. 104

FOR VALUE RECEIVED, VIRGINIA HOUSHAN

GRANT to ALLEN R. MINTON AND NANCY G. MINTON, husband and wife
as Joint Tenants

all that real property situate in the

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

Lot 21, Tract 10 filed June 2, 1932, Map Book Y, page 53.
Santa Clara County Records.

This deed is made pursuant to an order confirming sale of Real Property
in the matter of the Estate of L. M. Housman, deceased filed in Superior
Court, Probate Case No. P 35383 filed March 22, 1979 and recording;
concurrently herewith.

Dated May 10, 1979

Virginia Housman
Virginia Housman

STATE OF CALIFORNIA
County of Santa Clara
On May 11, 1979 before me, the undersigned,

a Notary Public, in and for said State, personally appeared
Virginia Housman
known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me that
she executed the same.

Joseph B. Anderson
Notary Public

FOR NOTARY SEAL OR STAMP
OFFICIAL SEAL
JOSEPH B. ANDERSON
NOTARY PUBLIC
COUNTY OF SANTA CLARA
CALIFORNIA
Comm. Exp. Nov. 17, 1982

RECORDING REQUESTED BY:
CARR, McCLELLAN, INGERSOLL,
THOMPSON & HORN
Professional Corporation

WHEN RECORDED MAIL TO:
CARR, McCLELLAN
James R. Cody, Esq.
P.O. Box 513
Burlingame, CA 94011-0513

DOCUMENT: 14379000



Titles: 1 / Pages: 1
Fees.... 7.00
Taxes...
Copies...
AMT PAID 7.00

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Attorney

RDE # 003
9/09/1998
8:56 AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:
John V. Sell, Trustee
11111 Mora Drive
Los Altos, CA 94024

The undersigned Grantor declares:

DOCUMENTARY TRANSFER TAX is \$-0-
NO CONSIDERATION: This conveyance is to a revocable
inter vivos trust for the benefit of the Grantor which is not
pursuant to a sale and is therefore exempt.

APN 331-15-053-00

TRUST TRANSFER DEED

This is a Trust Transfer under section 62 of the Revenue and Taxation Code and Grantor is entitled to the following applicable
exclusions:

- Transfer to a revocable trust;
- Transfer to a trust where the trustor or trustor's spouse is the sole beneficiary.

GRANTOR: JOHN V. SELL

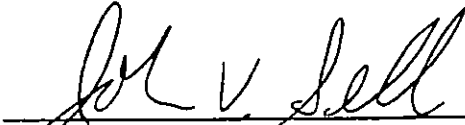
hereby GRANTS to: JOHN V. SELL as Trustee of THE JOHN V. SELL TRUST under agreement dated August 13, 1998
the following described real property in an unincorporated area, County of Santa Clara, State of California:

Lot 22, as shown on Map of Tract No. 10, Map of Jo Mora Ranch, filed June 2, 1932 in Book "Y" of Maps, page 53,
Santa Clara County Records

Commonly known as: 11111 Mora Drive, Los Altos, California

Dated: August 13, 1998

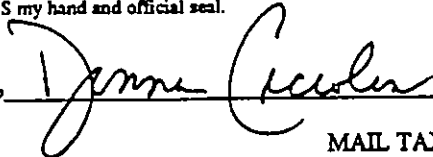
STATE OF CALIFORNIA)
)ss.
COUNTY OF SAN MATEO)


JOHN V. SELL

On August 13, 1998, before the undersigned notary public, personally
appeared JOHN V. SELL, proved to me on the basis of satisfactory evidence
to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and
that by his signature on the instrument the person, or the entity upon behalf of
which the person acted, executed the instrument.



WITNESS my hand and official seal.

Signature 

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

26-1

P455 PAGE 1557

DOCUMENT: 13401021

Titles: 1 / Pages: 3



Fees 13.80
Taxes...
Copies...
AMT PAID 13.80

RECORDING REQUESTED/MAIL WHEN RECORDED

FINCH, MONTGOMERY & WRIGHT
150 Cambridge Ave., Suite 175
Palo Alto, CA 94306

MAIL TAX STATEMENTS TO
MR. AND MRS. DALE G. SEYMOUR
11170 Mora Drive
Los Altos, CA 94024

BRENDA DAVIS RDE # 181
SANTA CLARA COUNTY RECORDER 8/88/1996
Recorded at the request of 8:35 AM
Attorney

APN: 331-15-054

TRUST TRANSFER DEED

Grant Deed (Excluded from Reappraisal Under Proposition 13, La. Calif. Const. Art 13A(1) et seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:
THERE IS NO CONSIDERATION FOR THIS TRANSFER.

Documentary transfer tax is: NONE

Computed on full value of property conveyed, or computed on full value less value of liens and encumbrances remaining at time of sale or transfer.

There is no Documentary transfer tax due. Unincorporated area: City of _____ and This is a Trust Transfer under §62 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion:

- ✓ Transfer to a revocable trust;
- Transfer to a short-term trust not exceeding 12 years with trustor holding the reversion;
- Transfer to a trust where the trustor or the trustor's spouse is the sole beneficiary;
- Change of trustee holding title;
- Transfer from trust to trustor or trustor's spouse where prior transfer to trust was excluded from reappraisal and for a valuable consideration, receipt of which is acknowledged.

GRANTOR(S): Dale G. Seymour, formerly an unmarried man, now married to Margo L. Seymour hereby GRANT(S) to Dale G. Seymour and Margo L. Seymour or their successor(s) as Trustees of the Seymour Family Trust crtd. und. agrmt. dtd. December 3, 1993

the following described real property in the County of Santa Clara, State of California:

Legal description attached as Exhibit A.

Commonly known as: 11170 Mora Drive, Los Altos, California

This real property is agreed and confirmed to be the community property of Dale G. Seymour and Margo L. Seymour and shall retain its community property nature following transfer to the trustees as described above.

Dated July 29, 1996

Dale G. Seymour
Dale G. Seymour

Margo L. Seymour
Margo L. Seymour

State of California

County of Santa Clara

On July 29, 1996

before me, Linda K. Fletcher personally appeared Dale G. Seymour and Margo L. Seymour personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) here subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
Signature Linda K. Fletcher

MAIL TAX STATEMENTS AS DIRECTED ABOVE



P455 PAGE 1558

APN 331-15-054
11170 Mora Dr., Los Altos, California

PARCEL NO. 1:

Lot 17, as laid down, designated and delineated upon that certain Map entitled, "Tract No. 10, Map of Jo Mora Ranch, Santa Clara County, Calif., a subdivision of a portion of Lot 40, Hale Ranch Subdivision, as recorded in Book "I" of Maps, at pages 48 and 49, Records of Santa Clara County, a portion of San Antonio Rancho", and which said Map was recorded in the office of the County Recorder of the County of Santa Clara, State of California, on June 2, 1932 in Book "Y" of Maps, at page 53.

PARCEL NO. 2:

Beginning at a point in the Southeasterly line of Mora Drive, where the same is intersected by the line dividing Lots 16 and 17 according to the Subdivision of the Jo Mora Ranch hereinafter referred to; running thence along said line of Mora Drive, North 89° 54' 50" West 43.83 feet; thence continuing along said line on a curve to the left and tangent to said last named course through an angle of 13° and a radius of 175 feet for an arc distance of 39.71 feet; thence leaving said line of Mora Drive and running South 46° 14' East 358.86 feet to the Southeasterly line of said Lot 16 hereinabove referred to; thence along said line North 68° 20' East 32.99 feet to the common corner of said Lots 16 and 17; thence along the line dividing Lots 16 and 17 North 46° 14' West 286.17 feet and North 0° 05' 10" East 42.46 feet to the point of beginning, being a portion of Lot 16, as said Lot is delineated and so designated on that certain Map entitled, "Tract No. 10, Map of Jo Mora Ranch, Santa Clara County, Calif., a subdivision of a portion of a portion of Lot 40, Hale Ranch Subdivision, as recorded in Book "I" of Maps, pages 48 and 49, records of Santa Clara County, a portion of San Antonio Rancho", and which said Map was recorded in the office of the County Recorder of the County of Santa Clara, State of California, on June 2, 1932 in Book "Y" of Maps, at page 53.

EXCEPTING THEREFROM the following two parcels of land:

- (a) A portion of Lot 17 as said lot is shown upon that certain map entitled, "Tract No. 10 Map of Jo Mora Ranch", which map was filed for record in the office of the Recorder of the County of Santa Clara on June 2, 1932 in Book Y of Maps, at page 53, more particularly described as follows:

Beginning for reference at the most Easterly corner of said Lot 17; thence along the Northeasterly line thereof North 45° 00' 37" West 72.27 feet to the True Point of Commencement; thence from a tangent that bears North 45° 00' 37" West along a curve to the left with a radius of 50.00 feet, through an

Exhibit A

P455 PAGE 1559

angle of 73° 14' 35" an arc length of 63.92 feet to a point of reverse curvature; thence from a tangent that bears South 61° 44' 48" West along a curve to the right with a radius of 150.00 feet, through an angle of 47° 15' 05" an arc length of 123.70 feet; thence North 88° 41' 27" West 79.06 feet to the general Northerly line of said lot; thence along last said line and along said Northeasterly line from a tangent that bears South 88° 41' 27" East along a curve to the left with a radius of 223.69 feet, through an angle of 46° 19' 10" an arc length of 180.83 feet to a point of reverse curvature, from a tangent that bears North 44° 59' 23" East along a curve to the right with a radius of 20.00 feet, through an angle of 90° 00' 00" an arc length of 31.42 feet and South 45° 00' 37" East 93.75 feet to the true point of commencement. Containing 0.171 of an acre, more or less.

- (b) All that portion lying within the bounds of Mora Glen Drive as shown on the Map entitled, "Tract No. 1970 Mora Heights Estates", filed December 10, 1957 in Book 88 of Maps, page 54, Santa Clara County Records.

APN 331-15-054
 11170 Mora Dr., Los Altos, California

Exhibit A continued

L854PAGE2173

11053426



Recording Requested by:
Continental Lawyers Title Company
LA220184

After recording, mail to:

Richard W. Hughes
10810 Mora Drive
Los Altos, CA. 94022

| | |
|----------|---|
| REC FEE | 3 |
| RMF | 1 |
| MICRO | 1 |
| LIEN NOT | |
| SMFP | 1 |
| PCOR | 1 |

Recorded at the request of
Continental Land Title

SEP 12 1991 8:00AM

LAURIE KANE, Recorder
Santa Clara County, Official Records
Above for Recorder's Use

GRANT DEED

Escrow No. LA220184
Title Order No. LA220184

APN 331-15-055

The undersigned Grantor(s) declare(s)
DOCUMENTARY COUNTY TRANSFER TAX \$902.00 CITY TAX \$
[xx] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances.
[xx] Unincorporated area; [] City of

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,
James Sumner Blais and Jane Ann Blais, co-trustees of the Blais Family
Revocable Living Trust dated June 11, 1990

hereby GRANT(S) to
Richard W. Hughes and Lorraine M. Hughes, husband and wife, as
Community Property

the following described real property in the unincorporated area
County of Santa Clara State of California:
Lot numbered Five (5) as delineated and so designated upon Map entitled,
"Tract No. 10, Map of Jo Mora Ranch, Santa Clara County, California, a
subdivision of a portion of Lot 40, Hale Ranch Subdivision as recorded in
Book "I" of Maps, pages 48 and 49, records of Santa Clara County, a portion
of San Antonio Rancho", and which said Map was recorded on June 2, 1932, in
the Office of the County Recorder of the County of Santa Clara, State of
California in Volume "Y" of Maps, page 53.

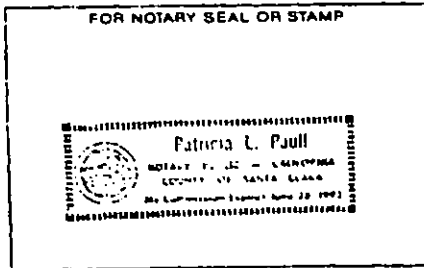
STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA }

On this 4th day of September in the year 1991,
before me, the undersigned, a Notary Public in and for said County and State,
personally appeared JAMES S. BLAIS

personally known to me
or proved to me on the basis of satisfactory evidence to be the person
whose name is subscribed to this instrument as the attorney in fact of
JANE ANN BLAIS

an acknowledged to me that he (she) subscribed the name of
JANE ANN BLAIS

thereto as principal, and his (her) true name as attorney in fact
Signature J. Patricia L. Paull
Notary Public in and for said County and State



DATED 09/03/91

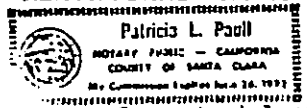
James Sumner Blais
James Sumner Blais, trustee,
and as an individual

State of California
County of SANTA CLARA
On September 4, 1991 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES SUMNER BLAIS
Jane Ann Blais
Jane Ann Blais, trustee, and
as an individual *James S. Blais*

personally known to me or proved to me on the
basis of satisfactory evidence to be the per-
son whose name is subscribed to this instru-
ment, and acknowledged that he (she or they)
executed it.
WITNESS my hand and official seal.

Signature Patricia L. Paull

JANE ANN BLAIS
BY JAMES S. BLAIS
HER ATTORNEY IN FACT



(This area for notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE.
Continental Land Title Company

Subsidiary of Lawyers Title Insurance Corporation

NO 49 PAGE 0391

RECORDING REQUESTED BY
Old Republic Title Company
379999-DJB
331-15-056
WHICH RECORDED MAIL TO

| | |
|---------|----|
| REC FEE | 6 |
| RMF | 2 |
| MICRO | 1 |
| RTCF | 1 |
| LIEN | |
| SMPF | 9 |
| TC PCOR | 20 |

12504719
Recorded at the request of
Old Republic Title Company

MAY 19 1994 8:00 A.M.

BRENDA DAVIS, Recorder
Santa Clara County, Official Records

WILLIAM D. RASDAL & MARILYN
K. RASDAL
10840 MORRIS DRIVE
LOS ALTOS, CA 94024

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

ALL X
PPL
241
15
331
A

The undersigned grantor(s) declare(s):
 Documentary transfer tax is \$ 1,402.50
 computed on full value of property conveyed, or
 computed on full value less value of liens and encumbrances remaining at time of sale.
 Unincorporated area: () City of _____
 Realty not sold.
 FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
 JOHN P. BENNETT and PAMELA K. BENNETT, husband and wife, as Joint Tenants

hereby GRANT(S) to The Rasdal Family Trust, William D. Rasdal and Marilyn K. Rasdal, as Co-Trustees

that property in SANTA CLARA County,
 State of California, described as:
 LOT 6, as delineated upon that certain Map entitled, "Tract No. 10, Map of Jo Mora Ranch", filed for record in the office of the Recorder of the County of SANTA CLARA, State of California, on June 2nd, 1932 in Book Y of Maps, at page 53.

Mail tax statements to Grantee at address above

Date April 25, 1994

X John P. Bennett
 JOHN P. BENNETT

X Pamela K. Bennett
 PAMELA K. BENNETT
 State of North Carolina
 County of Guilford

STATE OF CALIFORNIA
COUNTRY OF _____

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

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

WITNESS my hand and official seal.
 Signature _____
 Name _____
 (typed or printed)

I, Lee Duran
 Notary Public do hereby certify that John P. Bennett personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this 4 day of May 1994.
Lee Duran
 Notary Public
 My commission expires 3-27-96
 (This area for official notarial seal)

N449PAGE0392

(Single Form)
Effective 1/1/91

STATE OF CALIFORNIA }
COUNTY OF Santa Clara } SS.

On 5-9-94 before me, the undersigned, a Notary Public in and for said State,
personally appeared Pamela K. Bennett

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

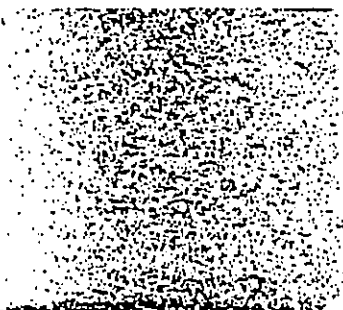
WITNESS my hand and official seal.

Signature *Debbie Brosnan*
Name Debbie Brosnan
(typed or printed)



PTO-2297

(This area for official notarial seal)



N 8 2 9 PAGE 0990

2

RECORDING REQUESTED BY
First American Title Guaranty Company
Order No.
Escrow No. 630285-043
Loan No.

12870446

Recorded at the Request of
First American Title Guaranty Co.
APR 24 1995 6:00 A.M.
BRENDA DAVIS, Recorder
Santa Clara County, Official Records

| | |
|-----------|---|
| REC FEE | 6 |
| RMF | 2 |
| MICRO | 1 |
| RICF | 1 |
| LIEN | |
| STAFF | 9 |
| TC PCOR | |

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WHEN RECORDED MAIL TO:

GRACE CLARK HORNBY
10868 MORA DRIVE
LOS ALTOS, CA 94024

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

The undersigned grantor(s) declare(s):
CITY TRANSFER TAX \$ -0-
DOCUMENTARY TRANSFER TAX \$
SURVEY MONUMENT FEE \$

Computed on the consideration or value of property conveyed, OR
Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

APN 331-15-057

GRANT DEED

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

GRACE CLARK HORNBY, AS TRUSTEE OF THE GRACE CLARK HORNBY LIVING TRUST AGREEMENT
DATED MAY 18, 1982

hereby GRANT(S) to

GRACE CLARK HORNBY, AS TRUSTEE OF THE GRACE CLARK HORNBY LIVING TRUST AGREEMENT
DATED MAY 28, 1982

the real property in the City of
County of SANTA CLARA

LOS ALTOS

State of California, described as

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated April 4, 1995

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) ss.

Grace Clark Hornby, Trustee
GRACE CLARK HORNBY, TRUSTEE

On April 6, 1995
before me, Ruth Tubbs Notary, personally
appeared Grace Clark Hornby

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

WITNESS my hand and official seal.

Signature: *Ruth Tubbs*



The land referred to in this policy is situated in the State of California, County of Santa Clara, City of Los Altos and described as follows:

PARCEL ONE

All of Lot 7, as shown upon that certain Map entitled, "TRACT NO. 10, MAP OF JO MORA RANCH," which Map was filed for record in the Office of the Recorder of the County of State of California, State of California, on June 2, 1932, in Vol. Y of Maps, at page(s) 53.

PARCEL TWO

An exclusive perpetual easement for garden improvements over, across and under the Northeastern 30 feet, right angle measurements of the Southeastern 98 feet, right angle measurements of the Northwestern 160 feet, right angles measurements, of Lot 6, Map of Tract No. 10, Map of Jo Mora Ranch, filed June 2, 1932 Map Book Y, Page 53, Santa Clara County Records.

PARCEL THREE

A non-exclusive easement for access for the maintenance, repair and construction of existing facilities over, across and under the Southeastern 10 feet, right angles measurements of the Northwestern 192 feet, right angle measurements of Lot 6, Map of tract No. 10, Map of Jo Mora Ranch, filed June 2, 1932, Map Book Y, Page 53, Santa Clara County Records.

PARCEL FOUR

A non-exclusive easement for access for the maintenance, repair and construction of existing facilities over, across and under the Southeastern 10 feet, right angle measurements, of the Northwestern 202 right angle measurements of Lot 6, Map of Tract No. 10, Map of Jo Mora Ranch; filed June 2, 1932, Map Book Y, Page 53, Santa Clara County Records.

A.P. No.: 331-16-057

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Photographic image may be poor due to condition of original document.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 9807

State of California
County of Santa Clara

On April 6 1995 before me, Ruth Tubbs Notary Public
DATE NAME, TITLE OF OFFICER - E.O. - JAMES DOE, NOTARY PUBLIC
personally appeared Grace Clark Hornby
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Ruth Tubbs
SIGNATURE OF NOTARY