

**24379634**

**Regina Alcomendras**

Santa Clara County - Clerk-Recorder  
01/14/2020 08:48 AM

Titles: 1 Pages: 10  
Fees: \$52.00  
Tax: \$253.00  
Total: \$305.00

**RECORDING REQUESTED BY:**  
Chicago Title Company

**When Recorded Mail Document and Tax Statement To:**

Alireza Matin Mohseni and Shayan Haji Sharif  
17705 Hale Avenue  
Morgan Hill, CA 95037

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Escrow Order No.:** FWPS-3022180936

Exempt from fee per GC 27388.1 (a) (2); recorded in connection with a transfer subject to the imposition of documentary transfer tax.

Property Address: 17705 Hale Avenue,  
Morgan Hill, CA 95037  
APN/Parcel ID(s): 764-19-020

**GRANT DEED**

The undersigned grantor(s) declare(s)

  
Deana Hanson

- This transfer is exempt from the documentary transfer tax.
  - The documentary transfer tax is \$253.00** and is computed on:
    - the full value of the interest or property conveyed.
    - the full value less the liens or encumbrances remaining thereon at the time of sale.
- The property is located in  **the City of Morgan Hill.**

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Alfred L. Salcedo aka Alfredo L. Salcedo, a widower and Jagat B. Satia and Indra Satia aka Indira Satia, his wife, as joint tenants and Antonio R. Abiog and Susan Bough Abiog aka Susan B. Abiog, his wife as community property and Patricia A. Krinsky, as Trustee of the Krinsky Family Trust, created on October 15, 1990 and Patricia A. Krinsky, and unmarried woman

**hereby GRANT(S) to Alireza Matin, a married man as to an undivided 50% interest and Shayan Haji Sharif, a single man as to an undivided 50% interest as tenants in common**

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

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

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

**GRANT DEED**  
(continued)

APN/Parcel ID(s): 764-19-020

Dated: December 20, 2019

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

*Alfred L. Salcedo AKA Alfredo L. Salcedo*

Alfred L. Salcedo aka Alfredo L. Salcedo

SIGNED IN COUNTERPART

jagat B. Satia

SIGNED IN COUNTERPART

Indra Satia aka Indira Satia

SIGNED IN COUNTERPART

Antonio R. Abiog

SIGNED IN COUNTERPART

Susan Bough Abiog

Patricia A. Krinsky, as Trustee of The Krinsky Family Trust created on October 15, 1990

BY: SIGNED IN COUNTERPART

Patricia A. Krinsky  
Trustee

SIGNED IN COUNTERPART

Patricia A. Krinsky

GRANT DEED  
(continued)

APN/Parcel ID(s): 764-19-020

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

*RP Nevada*  
State of ~~California~~  
County of Clark

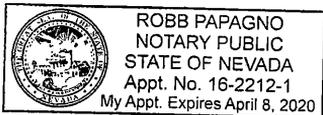
On January 2, 2020 before me, Robb Papagno, Notary Public, Notary Public,  
(here insert name and title of the officer)

personally appeared Alfred L Salcedo aka Alfredo L Salcedo,  
who 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.

*RP Nevada*  
I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Robb Papagno*  
Signature



**GRANT DEED**

(continued)

APN/Parcel ID(s): 764-19-020

Dated: December 20, 2019

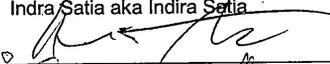
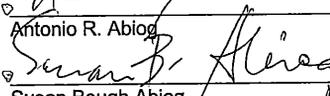
IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

SIGNED IN COUNTERPART  
Alfred L. Salcedo aka Alfredo L. Salcedo

~~Alfred L. Salcedo~~ //

SIGNED IN COUNTERPART  
jagat B. Satia

SIGNED IN COUNTERPART  
Indra Satia aka Indira Satia

  
Antonio R. Abiog  
  
Susan Bough Abiog

Patricia A. Krinsky, as Trustee of The Krinsky Family Trust created on October 15, 1990

BY: SIGNED IN COUNTERPART  
Patricia A. Krinsky  
Trustee

SIGNED IN COUNTERPART  
Patricia A. Krinsky

**GRANT DEED**  
(continued)

APN/Parcel ID(s): 764-19-020

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State of California

County of SANTA CLARA

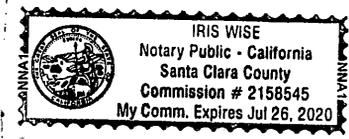
On DEC. 26, 2019 before me, Iris Wise, Notary Public, Notary Public,  
(here insert name and title of the officer)

personally appeared ANTONIO R. ABIDG AND SUSAN BOUGH ABIDG, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Iris Wise*  
Signature



**GRANT DEED**  
(continued)

APN/Parcel ID(s): 764-19-020

Dated: December 20, 2019

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

SIGNED IN COUNTERPART  
Alfred L. Salcedo aka Alfredo L. Salcedo

Marilyn V. Salcedo  
  
Marilyn V. Salcedo

jagat B. Satia  
  
jagat B. Satia

Indra Satia aka Indira Satia

SIGNED IN COUNTERPART  
Antonio R. Abiog

SIGNED IN COUNTERPART  
Susan Bough Abiog

Patricia A. Krinsky, as Trustee of The Krinsky Family Trust created on October 15, 1990

BY: SIGNED IN COUNTERPART  
Patricia A. Krinsky  
Trustee

SIGNED IN COUNTERPART  
Patricia A. Krinsky

**GRANT DEED**  
(continued)

APN/Parcel ID(s): 764-19-020

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State of California

County of SANTA CLARA

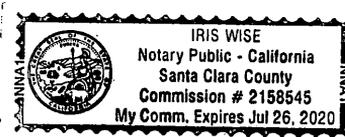
On DEC. 26, 2019 before me, Iris Wise, Notary Public, Notary Public,  
(here insert name and title of the officer)

personally appeared JAGAT B. SATIA AND INDIRA SATIA,  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Iris Wise  
Signature



**GRANT DEED**  
(continued)

APN/Parcel ID(s): 764-19-020

Dated: December 20, 2019

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

SIGNED IN COUNTERPART  
Alfred L. Salcedo aka Alfredo L. Salcedo

Marilyn M. Salcedo /

SIGNED IN COUNTERPART  
Jagat B. Satia

SIGNED IN COUNTERPART  
Indra Satia aka Indira Satia

SIGNED IN COUNTERPART  
Antonio R. Abiog

SIGNED IN COUNTERPART  
Susan Bough Abiog

Patricia A. Krinsky, as Trustee of The Krinsky Family Trust created on October 15, 1990

BY: Patricia A. Krinsky, Trustee  
Patricia A. Krinsky  
Trustee

Patricia A. Krinsky  
Patricia A. Krinsky

**GRANT DEED**  
(continued)

APN/Parcel ID(s): 764-19-020

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State of California

County of SANTA CLARA

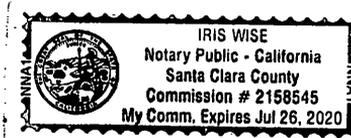
On DEC. 26, 2019 before me, IRIS WISE, Notary Public, Notary Public,  
(here insert name and title of the officer)

personally appeared PATRICIA A. KRIMSKY,  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*IRIS WISE*  
Signature



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 764-19-020**

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MORGAN HILL, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 3, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "TRACT NO. 5501 PARK PLAZA PROFESSIONAL PARTNERS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 19, 1974 IN BOOK 344 OF MAPS, AT PAGES 37 AND 38.

12769934

When Recorded Return to:

City Clerk's Office  
City of Morgan Hill  
17555 Peak Avenue  
Morgan Hill, CA 95037-4128

**NO FEE**

FILED FOR RECORD  
AT REQUEST OF

*City of Morgan Hill*  
JAN 9 10 26 AM '95

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
BRENDA DAVIS  
RECORDER

SANTA CLARA COUNTY  
JAN 09 1995

NO RECORDING FEE PURSUANT TO  
GOVERNMENT CODE SECTION 27383.

**ORDINANCE NO. 1204, NEW SERIES**

Photographic image may be  
poor due to condition of  
original document.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL ADOPTING AN AMENDMENT TO THE OJO DE AGUA COMMUNITY DEVELOPMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 33333.6, AND AMENDING A RELATED ORDINANCE IN CONNECTION THEREWITH

THE CITY COUNCIL OF THE CITY OF MORGAN HILL, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DOES ORDAIN AS FOLLOWS:

WHEREAS, the City Council of the City of Morgan Hill adopted the Ojo de Agua Community Development Plan by Ordinance 552, dated June 3, 1981 (the "Redevelopment Plan") establishing the Ojo de Agua Development Project Area (the "Project Area"). The legal description of the Project Area is set forth in Exhibit A of the Time Limits Amendment described and incorporated in this Ordinance by reference below; and

WHEREAS, the Redevelopment Plan, contains time limits for conducting certain redevelopment functions meeting the requirements of the Community Redevelopment Law ("CRL") for such time limits in effect as of the date of adoption of the Redevelopment Plan; and

WHEREAS, Chapter 942 of the Statutes of 1993 ("Chapter 942") amended the CRL effective January 1, 1994. Among other matters, Chapter 942 adds Health and Safety Code Section 33333.6 to the CRL, requiring the City Council to amend the Redevelopment Plan to incorporate specified new and revised time limits for conducting various redevelopment functions; and

WHEREAS, the Redevelopment Agency of the City of Morgan Hill (the "Agency") has analyzed the provisions of the Redevelopment Plan and the time limit requirements of Health and Safety Code Section 33333.6, and has determined that the Redevelopment Plan must be amended to add or revise certain time limits in the manner and to the extent set forth in the staff report prepared in connection with this Ordinance and on file with the City Clerk; and

Ordinance No. 1204, New Series  
Page 2

WHEREAS, the Agency has prepared an amendment to the Redevelopment Plan to add or revise the time limits required by Health and Safety Code Section 33333.6 (the "Time Limits Amendment"), a copy of which is on file with the City Clerk; and

WHEREAS, the City Council desires to amend the Redevelopment Plan in accordance with the terms of the Time Limits Amendment as authorized and directed pursuant to Health and Safety Code Section 33333.6(e); and

WHEREAS, Health and Safety Code Section 33333.6(e) (2) states:

The limitations established in the ordinance adopted pursuant to this section shall apply to the redevelopment plan as if the redevelopment plan had been amended to include those limitations. However, in adopting the ordinance required by this section, neither the legislative body nor the agency is required to comply with Article 12 (commencing with Section 33450) or any other provision of this part relating to the amendment of redevelopment plans.

THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY ORDAIN:

SECTION 1. The City Council hereby finds and declares that the above recitals are true and correct.

SECTION 2. The Time Limits Amendment is hereby incorporated in this Ordinance by reference and made a part of this Ordinance as if set out in full in the Ordinance.

SECTION 3. It is hereby found and determined that the proposed amendments embodied in the Time Limits Amendment are necessary and desirable. The Redevelopment Plan, as adopted by Ordinance 552 on June 3, 1981, is amended in accordance with the proposed amendments set forth in the Time Limits Amendment.

SECTION 4. The Time Limits Amendment is hereby adopted, approved, and designated as part of the official Redevelopment Plan for the Project Area. It is the purpose and intent of the City Council that the Time Limits Amendment be implemented as part of the Redevelopment Plan for the Project Area. The Executive Director of the Agency may prepare a document that incorporates the provisions of the Time Limits Amendment into the existing text of the Redevelopment Plan, and such document shall then constitute the official Redevelopment Plan for the Project Area.

SECTION 5. To the extent of the amendments set forth in the Time Limits Amendment, this Ordinance amends Ordinance No. 552 adopted on June 3, 1981.

Ordinance No. 1204, New Series  
Page 3

SECTION 6. In accordance with Health and Safety Code Section 33333.6(h), the Time Limits Amendment shall not be construed to affect the validity of any bond, indebtedness, or other obligation, including any mitigation agreement entered into pursuant to Health and

Safety Code Section 33401, authorized by the City Council or the Agency prior to January 1, 1994. Nor shall the Time Limits Amendment be construed to affect the right of the Agency to receive property taxes pursuant to Health and Safety Code Section 33670, to pay the indebtedness or other obligation described in this Section 6.

SECTION 7. The City Clerk is hereby directed to file a copy of the Time Limits Amendment with the minutes of this meeting. A copy of this Ordinance and the Time Limits Amendment shall be transmitted to the Agency and the Agency is vested with the responsibility of implementing the Time Limits Amendment.

SECTION 8. The Executive Director of the Agency is hereby directed to record the Ordinance and the Time Limits Amendment in compliance with the provisions of Government Code Section 27295.

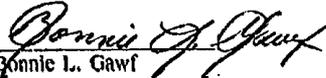
SECTION 9. The Ordinance shall take effect and be in full force from and after thirty (30) days from the date of its final passage.

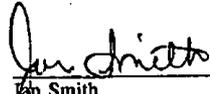
The ordinance was introduced at a meeting of the City Council of the City of Morgan Hill held on the 16<sup>th</sup> day of November, 1994, and was finally adopted at a meeting of said Council on the 7<sup>th</sup> day of December, 1994; by the following vote:

AYES:	Smith, Varela, Freeman, Kennedy, Martucci
NOES:	None
ABSENT:	None
ABSTAINING:	None

ATTEST:

APPROVED:

  
Bonnie L. Gawf  
Deputy City Clerk

  
Jan Smith  
Mayor

TIME LIMITS AMENDMENT TO  
THE OJO DE AGUA COMMUNITY DEVELOPMENT PLAN

Adopted December 7, 1994 by Ordinance 1204, N.S.

I. INTRODUCTION

The City Council of the City of Morgan Hill has adopted the Ojo de Agua Community Development Plan by Ordinance No. 552, dated June 3, 1981 (the "Plan") establishing the Ojo de Agua Community Development Project Area (the "Project Area"). The Plan contains time limits for conducting certain redevelopment functions meeting the requirements of the Community Redevelopment Law ("CRL") for such time limits in effect as of the date of adoption of the Plan. Health and Safety Code Section 33333.6, effective January 1, 1994, requires an amendment to the Plan to incorporate specified new and revised time limits for conducting various redevelopment functions. This Amendment has been prepared by the Morgan Hill Redevelopment Agency staff to comply with the requirements of Health and Safety Code Section 33333.6.

II. DELETIONS FROM PLAN

A. The paragraph of Part VIII.B. of the Plan that formerly read as follows is hereby deleted in its entirety:

"As to the tax increments generated within the Project Area, no loans, advances or indebtedness shall be established or incurred by the Agency after the expiration of twenty years from the date upon which this Plan was adopted without further amendment to this Plan."

B. Former Part XI of the Plan is hereby deleted in its entirety.

III. ADDITIONS TO PLAN

A new Part XI is hereby added to the Plan to read as follows:

XI. TIME LIMITATIONS

This Part XI applies to the Project Area established pursuant to Ordinance No. 552, adopted June 3, 1981, as described in Exhibit A (the "Project Area") attached hereto and by this reference incorporated herein. This Part XI supersedes any inconsistent provision of the Plan.

Except as provided in Health and Safety Code Sections 33333.6(g) and (h), and except for any other authority in excess of the following limits that may from time to time be granted by statute (which authority shall be deemed to be incorporated into the provisions of the Plan by this reference and shall supersede the following limits):

Time Limits Amendment to  
Ordinance No. 1204, New Series  
Page 2

A. The time limit on the establishing of loans, advances, and indebtedness, adopted pursuant to Health and Safety Code Section 33333.2(2), shall be June 3, 2001, unless the Plan is amended as permitted by law. This limit, however, shall not prevent the Agency from incurring debt to be paid from the Low and Moderate Income Housing Fund established pursuant to Health and Safety Code Sections 33334.2 and 33334.3 or from establishing more debt in order to fulfill the Agency's housing obligations under Health and Safety Code Section 33413. In addition, this limit shall not prevent the Agency from refinancing, refunding, or restructuring indebtedness after the date set forth in this paragraph if the indebtedness is not increased and the time during which the indebtedness is to be repaid does not exceed the date on which the indebtedness would have been paid.

B. The effectiveness of the Plan (including, without limitation, the effectiveness of the Agency's land use controls under the Plan) shall terminate on June 3, 2021. After expiration of this time limit on the effectiveness of the Plan, the Agency shall have no authority to act pursuant to the Plan, except to pay previously incurred indebtedness and to enforce existing covenants, contracts, or other obligations.

C. The Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after June 3, 2026.

The above time limits shall not affect the validity of any bond, indebtedness, or other obligation, including, but not limited to, any agreement entered into pursuant to Health and Safety Code Section 33401, authorized by the City Council or the Agency prior to January 1, 1994. Nor shall this time limit be construed to affect the right of the Agency to receive property taxes, pursuant to Section 33670 to pay such indebtedness or other obligation."

**IV. EFFECT OF AMENDMENTS**

All provisions of the Plan not specifically amended or repealed in this Amendment shall continue in full force and effect.

**OJO DE AGUA COMMUNITY DEVELOPMENT PLAN**

**ATTACHMENT A**

**OJO DE AGUA COMMUNITY DEVELOPMENT  
PROJECT AREA LEGAL DESCRIPTION**

**PARCEL A**

BEING a portion of Rancho La Laguna Seca, Rancho Ojo De Agua de La Coche, and Rancho San Francisco de las Llagas located within the County of Santa Clara, State of California and more particularly described as follows:

BEGINNING at a point on the Northeasterly line of Monterey Road, as the same existed prior to November 12, 1937, at the most Southerly corner of that certain 43.43 acre parcel of land described in the Deed from Peter Raggio, et ux, to Victor Raggio, recorded December 2, 1930 in Book 546 of Official Records, page 30, Santa Clara County Records; thence along the Southeasterly line thereof, North 50° 30' East 401.00 feet; thence South 39° 31' East 1,032.76 feet to the Northwesterly line of Burnett Avenue North 50° 18' East 628.18 feet; thence North 39° 31' West 1,048.11 feet to said Southeasterly line; thence along said Southeasterly line North 48° 56' 30" East 867.15 feet; thence South 41° 14' 30" East 833.29 feet; thence South 45° 46' 30" West 165.12 feet; thence South 41° 14' 30" East 245.17 feet to the Southerly line of Burnett Avenue; thence along said Southerly line, South 50° 48' West 324.2 feet more or less to the most Northerly corner of Parcel 1 as described in that deed to Albert C. Raggio, et ux, recorded January 27, 1955 in Book 3070 of Official Records at page 128, Santa Clara County Records;

thence along the Easterly line thereof South 39° 08' East 872.85 feet; thence along the Southerly line of said Parcels 1 and 2 as described in that deed to Albert C. Raggio, South 52° 15' West 1,107.87 feet thence parallel with the westerly lines of Lots 16, 17, and 18 as shown on that certain map entitled "Pebbles Tract," recorded in Book "B" of Maps at page 63, Santa Clara County Records and 36.00 feet distant therefrom at right angles South 39° 30' East 300.00 feet; thence along the Southerly lines of Lots 3 and 18 as shown on said map, North 51° 55' East 445.80 feet to the centerline of Taylor Avenue; thence along said centerline South 39° 23' 15" East 1,246.90 feet to the Southeasterly corner of Lot 30 as shown on said map and the Northerly line of Lot A as shown on that certain map entitled "Map of the Subdivision of the Cairns Tract in the Rancho La Laguna Seca," recorded in Book "T" of Maps at page 91, Santa Clara County Records;

thence along said Northerly line thereof North 51°, 03' East 4,526.80 feet to the most Easterly corner of said Lot A; thence South 10° West 325.03 feet; thence South 55° 15' East 1,769.46 feet to the centerline of Cochran Road; thence along said centerline South 51° 02' West 1,475 feet, more or less, to the intersection thereof with the northwesterly prolongation of the southwesterly line of that 11.84 acre parcel deceded to Transamerica Title Insurance Company on August 15, 1973 in Book 0519

## OJO DE AGUA COMMUNITY DEVELOPMENT PLAN

of Official Records at page 314 and 315, Santa Clara County Records; thence along said northwesterly prolongation of the southwesterly line of 11.84 acre parcel, South 35° 55' 52" East 55 feet, more or less, to the northwesterly corner of said 11.84 acre parcel; thence along the northwesterly and northeasterly line of 11.84 acre parcel, North 76° 06' 01" West 132.71 feet; thence along a tangent curve to the right, having a radius of 192.00 feet and a central angle of 62° 23' 37", an arc length of 209.08 feet; thence South 41° 30' 22" East 994.75 feet; thence along a tangent curve to the right, having a radius of 5,000.00 feet and a central angle of 3° 11' 28", an arc length of 278.48 feet; thence South 38° 18' 54" East 244.04 feet to the most easterly corner thereof;

thence along the northeasterly line of Parcel 1 and the southeasterly prolongation thereof, as shown on Record of Survey Map recorded in Book 190 of Maps at page 17, Santa Clara County Records, South 35° 55' 52" East 1,567.69 feet to the northerly line of Morgan Hill Ranch Map No. 5, as recorded in Book "G" of Maps at page 61, Santa Clara County Records; thence along said northerly line, South 45° 23' 36" West 1,578 feet, more or less, to the northwesterly corner of Lot 2 as shown on that certain map entitled "Map of the Old Homestead Tract," as recorded in Book "O" of Maps at page 39, Santa Clara County Records; thence along the westerly line of Lot 2, South 44° 37' East 995.14 feet; thence parallel to the centerline of East Central Avenue and Northerly 20.00 feet distant therefrom at right angles, North 45° 23' East 489.00 feet to the centerline of East Lane; thence along said centerline and the Easterly line of Lot 1 as shown on said map South 44° 37' East 1,015.41 feet to the centerline of East Main Avenue;

thence along the Easterly line of Lot 29 as shown on that certain map entitled "Catherine Dunne Ranch Map, No. 1," recorded in Book "F" at page 11, Santa Clara County Records, South 44° 37' East 250.00 feet; thence parallel with the centerline of East Main Avenue and 250.00 feet distant therefrom at right angles, South 45° 23' West 429.00 feet to the Westerly line of said Lot 29; thence along the Westerly line of Lots 24 and 51, as shown on said map, South 44° 37' East 1,816.82 feet to the centerline of Dizza Avenue; thence along the Westerly line of Lot 74 as shown on said map, South 25° 29' East 580.01 feet thence along the Northerly line of Lots 74 and 90 as shown on that certain map entitled "Morgan Hill Ranch Map No. 1," recorded in Book "F" at page 4, Santa Clara County Records North 64° 31' East 810.48 feet; thence along the Easterly line of said Lot 90, South 25° 29' East 1,107.48 feet to the Southerly line of East Dunne Avenue; thence along said Southerly line of East Dunne Avenue as shown on that certain map entitled "Catherine Dunne Ranch Map No. 5," recorded in Book "I" at page 59, Santa Clara County Records, South 64° 31' West 121.44 feet;

thence along the Westerly line of said Lot 28, South 25° 29' East 792.00 feet; thence along the northerly line of Lot 34 as shown on said map South 64° 31' West 528.00 feet; thence along the westerly line of said Lot 34, South 25° 29' East 825.00 feet to the centerline of San Pedro Avenue; thence along the Westerly line of Lot 66 as shown on said map, South 25° 29' East 825.00 feet to the Northeasterly corner of Lot 15 as shown on that certain map entitled "Catherine Dunne Ranch Map, No. 7," recorded in Book "L" at page 26, Santa Clara County Records; thence along the Easterly line of said Lot 15, South 25° 29' East 825.00 feet to the centerline of Barrett Avenue; thence along the centerline of Barrett Avenue and Southerly line of said Lot

**OJO DE AGUA COMMUNITY DEVELOPMENT PLAN**

15 and Lot 16 as shown on said map, South 64° 31' West 1,056.00 feet; thence along the Westerly line of Lots 23 and 54 as shown on said map, South 25° 29' East 1,650.00 feet to the centerline of Tennant Avenue;

thence along the Easterly line of Lot 58 as shown on said map, South 25° 29' East 825.00 feet; thence along the Southerly line of Lots 57 and 58 as shown on said map, South 64° 31' West 872.85 feet to the Westerly line of Railroad Avenue; thence along said westerly line, North 39° 25' West 893.46 feet to the centerline of Tennant Avenue; thence along said centerline and the Southerly line of Lot 56 as shown on said map, North 64° 31' East 569.65 feet; thence along the Easterly line of said Lot 56, North 25° 29' East 825.00 feet; thence along the Northerly line of said Lot 56, South 64° 31' West 774.44 feet to the Westerly line of Lot 56; thence South 39° 25' East 894.88 feet to the centerline of Tennant Avenue; thence along said centerline, South 64° 31' West 185.84 feet to the Northeasterly corner of Lot 142 as shown on said map; thence along the Easterly line of said Lot 142, South 39° 25' East 849.88 feet; thence North 51° 25' East 100.00 feet; thence along the Easterly lines of Lots 142 and 134 South 39° 25' East 1,038.97 feet to the Northerly line of Fisher Avenue;

thence along said Northerly line, North 64° 31' East 757.74 feet; thence along the Easterly line of Lots 91 and 93, South 25° 29' East 854.70 feet; thence along the Southerly line of said Lot 93, South 64° 31' West 503.89 feet to the Westerly line of Railroad Avenue; thence along the said Westerly line, North 39° 25' West 732.07 feet; thence South 64° 27' West 62.40 feet to the Easterly line of Lot 15 as shown on that certain map entitled "Henri Martens Subdivision, No. 2," recorded in Book "P" of Maps at page 39, Santa Clara County Records; thence along the Northerly line of that 9.81 acre parcel deeded to Carl J. Christensen on August 4, 1976 in Book C186 of Official Records at page 60, Santa Clara County Records and parallel with the Northerly line of said Lot 15, South 64° 27' West 1,867.50 feet to the Easterly line of Monterey Road; thence continuing along the projection of said Northerly line, South 64° 27' West 45.6 feet more or less to the intersection of said Northerly line with the centerline of Monterey Road; thence along the centerline of Monterey Road as shown on that certain map entitled "Fitzgerald Tract Map," as recorded in Book "F" of Maps at page 5, Santa Clara County Records, South 51° 40' East 918.4 feet more or less to the centerline of Watsonville Road as shown on said map; thence along said centerline, South 32° 35' West 2,265 feet more or less to the most Southerly corner of Lot 2 of said Fitzgerald Tract; thence along the Southwesterly line of Lots 2 and 3 of said Tract, North 51° 40' West 1,609.86 feet to the Southwesterly corner of Tract 5863 "Hidden Creek Unit No. 5," as recorded in Book 381 of Maps at pages 12, 13 and 14; thence along the Southeasterly and Northeasterly tract boundary, North 38° 20' East 807.00 feet and North 51° 40' West 145.00 feet to the Southeasterly line of La Crosse Drive;

thence across La Crosse Drive, North 51° 40' West 70.00 feet to the Northwesterly line of La Crosse Drive; thence along the Northwesterly line of La Crosse Drive, North 38° 20' East 93.00 feet; thence along a tangent curve to the left having a radius of 415.00 feet and a central angle of 27° 59' 19", a distance of 202.72 feet to the most Southerly corner of Lot 58 of said Tract No. 5863; thence along the Southeasterly and Southwesterly line of Lot 58 these following 21 courses:

1. North 62° 45' 11" West 108.50 feet,
2. North 52° 31' 07" West 51.97 feet,

**OJO DE AGUA COMMUNITY DEVELOPMENT PLAN**

3. North 45° 23' 18" West 59.96 feet,  
 4. North 38° 00' 13" West 55.96 feet,  
 5. North 31° 12' 05" West 59.10 feet,  
 6. North 34° 46' 51" West 69.94 feet,  
 7. South 72° 04' 31" West 91.33 feet,  
 8. South 21° 55' 57" West 20.00 feet,  
 9. along a curve to the left from a tangent bearing of North 68° 04' 03" West, having a radius of 45.00 feet and a central angle of 96° 53' 01", a distance of 76.09 feet,

10. North 74° 57' 04" West 20.00 feet,  
 11. South 54° 27' 21" West 101.20 feet,  
 12. South 44° 47' 05" West 111.22 feet,  
 13. South 06° 15' 56" East 20.00 feet,  
 14. along a curve to the left from a tangent bearing of South 83° 44' 04" West, having a radius of 45.00 feet and a central angle of 96° 53' 01", a distance of 76.09 feet,

15. South 76° 51' 03" West 20.00 feet,  
 16. South 27° 33' 21" West 110.36 feet,  
 17. South 26° 41' 12" West 101.53 feet,  
 18. South 17° 07' 35" East 20.00 feet,  
 19. along a curve to the left from a tangent bearing of South 72° 52' 25" West, having a radius of 45.00 feet and a central angle of 92° 22' 26", a distance of 72.55 feet,

20. South 70° 29' 59" West 20.00 feet, and  
 21. South 26° 41' 12" West 90.12 feet to the Southwesterly boundary of said Tract No. 5863; thence along the Southwesterly boundary of Tract 5863, South 51° 40' East 492.50 feet to the Northwesterly line of La Crosse Drive; thence along said Northwesterly line, South 38° 20' West 116.28 feet; thence along a tangent curve to the right having a radius of 465.00 feet and a central angle of 9° 14' 55", a distance of 75.06 feet; thence along a tangent curve to the left having a radius of 535.00 feet and a central angle of 9° 14' 55", a distance of 86.36 feet to the Northeasterly line of Tract No. 5779, "Hidden Creek, Unit No. 3," as recorded in Book 373 of Maps at pages 19, 20, 21, and 22;

thence continuing along the Northwesterly line of La Crosse Drive, South 38° 20' West 180.00 feet; thence along the Southwesterly and Southeasterly line of Lot 58 of said Tract No. 5779, North 51° 40' West 323.00 feet and South 69° 17' 49" West 8.31 feet; thence along a curve to the left from a tangent bearing of North 20° 42' 11" West, having a radius of 50.00 feet and a central angle of 61° 55' 39", a distance of 54.04 feet; thence North 7° 22' 10" East 8.31 feet, North 51° 40' West 122.00 feet, and South 63° 16' 56" West 443.92 feet to the most Easterly corner of Lot 46 of Tract No. 5862 "Hidden Creek, Unit No. 4"; thence along the Southeasterly and Southwesterly line of Lot 46, these following 11 courses:

1. South 63° 16' 56" West 123.76 feet,  
 2. South 04° 14' West 8.30 feet,  
 3. along a curve to the left from a tangent bearing of North 85° 46' West, having a radius of 50.00 feet and a central angle of 61° 52' 34", a distance of 54.00 feet,

4. North 57° 38' 34" West 8.41 feet,  
 5. South 63° 29' 20" West 130.16 feet,

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**OJO DE AGUA COMMUNITY DEVELOPMENT PLAN**


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6. South  $51^{\circ} 56' 21''$  West 125.24 feet,  
 7. South  $07^{\circ} 05' 49''$  East 8.31 feet,  
 8. along a curve to the left from a tangent bearing of South  $82^{\circ} 54' 11''$  West, having a radius of 50.00 feet and a central angle of  $61^{\circ} 55' 39''$ , a distance of 54.04 feet,

9. North  $69^{\circ} 01' 28''$  West 8.31 feet,  
 10. South  $51^{\circ} 56' 21''$  West 422.93 feet, and

11. North  $51^{\circ} 35' 19''$  West 66.85 feet to the most Westerly corner of Lot 46 and Tract 5862 in the Southwesterly line of Lot 6 of the Fitzgerald Tract; thence along said Southwesterly line, North  $51^{\circ} 35' 19''$  West 629.36 feet; thence along a curve to the right from a tangent bearing of South  $78^{\circ} 56' 02''$  East, having a radius of 537.00 feet and a central angle of  $27^{\circ} 20' 43''$ , a distance of 256.29 feet; thence along these following 10 courses:

1. South  $51^{\circ} 35' 19''$  East 267.07 feet,  
 2. North  $58^{\circ} 20' 30''$  East 91.39 feet,  
 3. along a curve to the right from a tangent bearing of South  $31^{\circ} 39' 30''$

East, having a radius of 370.00 feet and a central angle of  $02^{\circ} 19' 24''$ , a distance of 15.00 feet,

4. North  $60^{\circ} 39' 54''$  East 60.00 feet,  
 5. North  $62^{\circ} 45' 14''$  East 103.06 feet,  
 6. North  $53^{\circ} 23' 21''$  East 314.19 feet,  
 7. North  $57^{\circ} 30' 38''$  East 275.27 feet,  
 8. North  $63^{\circ} 16' 56''$  East 569.38 feet,

9. along a tangent curve to the left, having a radius of 325.00 feet and a central angle of  $36^{\circ} 35' 44''$ , a distance of 207.58 feet,

10. North  $26^{\circ} 41' 12''$  East 166.84 feet to the Southwesterly line of Tract No. 6041, "Hidden Creek Unit No. 6" as shown on Map recorded in Book 437 of Maps at pages 53, 54, 55 and 56; thence along the Northwesterly line of Lot 60 Tract No. 6041, these following 12 courses:

1. North  $26^{\circ} 41' 12''$  East 112.26 feet,  
 2. North  $17^{\circ} 07' 35''$  West 20.00 feet,

3. along a curve to the left from a tangent bearing of North  $72^{\circ} 52' 25''$  East, having a radius of 45.00 feet and a central angle of  $92^{\circ} 22' 26''$ , a distance of 72.55 feet,

4. North  $70^{\circ} 29' 59''$  East 20.00 feet,  
 5. North  $26^{\circ} 41' 12''$  East 182.43 feet,  
 6. North  $6^{\circ} 25' 34''$  West 20.00 feet,

7. along a curve to the left from a tangent bearing of North  $83^{\circ} 34' 26''$  East, having a radius of 45.00 feet and a central angle of  $89^{\circ} 22' 25''$ , a distance of 70.19 feet,

8. North  $47^{\circ} 23' 20''$  East 263.90 feet,

9. along a curve to the left from a tangent bearing of South  $82^{\circ} 18' 14''$  East having a radius of 45.00 feet and a central angle of  $83^{\circ} 26' 53''$ , a distance of 65.54 feet,

10. South  $75^{\circ} 45' 07''$  East 20.00 feet,  
 11. North  $62^{\circ} 08' 01''$  East 103.38 feet,

12. North  $36^{\circ} 55' 49''$  West 124.73 feet to a point in the Northeasterly boundary of Tract No. 6041; thence along said Northeasterly tract boundary North  $85^{\circ} 59' 32''$  West 9.54 feet to the intersection thereof with the Southwesterly line of area designated as flood plain on a Parcel Map recorded in Book 403 of Maps at pages 18



**OJO DE AGUA COMMUNITY DEVELOPMENT PLAN**

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of Tract No. 3507 and recorded in Book 184 of Maps at page 36; thence along the Northwesterly line of Heidi Drive and the Southwesterly prolongation thereof, North 55° 08' East 650.50 feet to the Southwesterly line of Crest Avenue;

thence along said Southwesterly line and the Northwesterly prolongation thereof, North 34° 52' West 255.00 feet to a point in the Northwesterly line of Longview Drive as shown on map of Tract 1980 as recorded in Book 85 of Maps at page 37; thence along the Northwesterly line of Longview Drive, North 55° 08' East 637.02 feet to the Southwesterly line of Hale Avenue; thence along the Southwesterly line of Hale Avenue, North 34° 52' West 211.30 feet to the Southeasterly line of Wright Avenue; thence along said Southeasterly line, South 55° 08' West 1,254.52 feet to the centerline of Peak Avenue; thence along the Southwesterly line of Parcels A and B as shown on Parcel Map recorded in Book 263 of Maps at page 3, North 34° 52' West 330.00 feet; thence along the Southwesterly line of Lot 49 of "Morgan Hill Ranch Map, No. 3" as shown on Map thereof recorded in Book "G" of Maps at pages 20 and 21, North 34° 52' West 552.42 feet to the most Westerly corner of Lot 49, thence along the Northwesterly line of Lot 49, North 29° 15' East 96.03 feet to the corner common to Lots 37 and 38 of said "Morgan Hill Ranch Map, No. 3";

thence along the line common to Lots 37 and 38, North 40° 15' West 1,568.82 feet to the centerline of Llagas Avenue; thence along the centerline of Llagas Avenue, North 49° 45' East 217.44 feet to the corner common to Lots 10 and 11; thence along the line common to Lots 10 and 11, North 40° 15' West 2,611.62 feet to the Northerly corner common to Lots 10 and 11; thence along the Northwesterly line of Lots 10 and 9, North 57° 58' East 1,201.10 feet to the most Northerly corner of Lot 9; thence along the Northeasterly line of Lot 9, South 40° 15' East 1,044.95 feet to the most Southerly corner of Lands of Leo Ludwig as recorded in Book 8839 of Official Records at page 409; thence along the Southeasterly line of said Lands of Leo Ludwig, which is also the Northwesterly line of Tract No. 3834 as recorded in Book 239 of Maps at page 16, North East 658.02 feet more or less to the most Southerly corner of Lot 3; thence along the Southwesterly line of Lot 3 and Lot 2, North 34° 52' West 408.84 feet to the intersection thereof with the Northeasterly line of Hale Avenue;

thence along the Northeasterly line of Hale Avenue, North 19° 05' 45" West 249.47 feet to the intersection thereof with the Northwesterly line of Lands of Wesley M. Horan et ux, as described in deed recorded in Book 129 of Official Records at page 280; thence along said Northwesterly line and the prolongation thereof, North 55° 08' East 740.98 feet more or less to the Southwesterly line of Madrone Road; thence along said Southwesterly line, South 39° 20' East 292 feet more or less to the line common to Lots 2 and 3; thence along said line, South 55° 08' East 39.72 feet to the Northeasterly line of Madrone Road and Southwesterly line of the Lands of Southern Pacific Railroad; thence along said Northeasterly and said Southwesterly line, North 39° 55' West 579 feet more or less to Northerly line of Lot 1 as shown on that certain map entitled "Morgan Hill Ranch Map, No. 3," recorded in Book "G" of Maps at pages 20 and 21, Santa Clara County Records; thence continuing along said Southwesterly line of Southern Pacific Railroad, North 39° 55' West 886.03 feet; thence continuing along said Southwesterly line, North 39° 50' West 2,876.94 feet to the centerline of Tilton Avenue; thence North 43° 15' East 120 feet more or less to a point in the Northeasterly line of Monterey Road, as the same existed prior to

## OJO DE AGUA COMMUNITY DEVELOPMENT PLAN

November 12, 1937; thence along said Northwesterly line, North 39° 30' West 400 feet more or less to the Point of Beginning.

EXCEPTING THEREFROM a portion of Lot 8 as shown on that certain map entitled "Morgan Hill Ranch Map, No. 3," recorded in Book "G" of Maps at pages 20 and 21 and more particularly described as follows:

BEGINNING at the most Easterly corner of Tract No. 3333; thence along the Westerly lines of Lots 6 and 7 as shown on said Morgan Hill Ranch Map, South 34° 52' East 771.26 feet to the centerline of Llagas Avenue; thence along said centerline, South 49° 49' West 240.28 feet; thence North 37° West 769.10 feet to a point in the Southerly line of said Tract No. 3333 which bears North 49° 49' East 24.99 feet from the most Southerly corner thereof; thence North 49° 49' East 269.31 feet to the point of beginning.

ALSO EXCEPTING THEREFROM a portion of Lots 23, 26, 45, 56, 47 and 48 as shown on that certain map entitled "Morgan Hill Ranch Map, No. 1," recorded in Book "F" of Maps at page 4, Santa Clara County Records and more particularly described as follows:

BEGINNING at the Northeasterly corner of said Lot 23 in the centerline of East Main Avenue; thence along the Easterly line thereof, South 44° 37' East 33.00 feet to the TRUE POINT OF BEGINNING; thence South 44° 37' East 982.50 feet; thence along the Southerly lines of said Lots 24 and 25, North 45° 23' East 858.00 feet; thence along the Easterly line of said Lot 25, North 44° 37' West 982.50 feet to the Southerly line of East Main Avenue; thence North 45° 23' East 429.00 feet; thence along the Easterly line thereof, South 44° 37' East 982.50 feet; thence along the Southerly line of said Lot 26, South 45° 23' West 118.61 feet; thence South 44° 37' East 982.50 feet to a point that bears North 44° 37' East from the centerline of Diana Avenue; thence South 45° 23' West 494.10 feet; thence North 44° 37' 00" West 200.00 feet; thence North 45° 22' East 35.19 feet; thence North 44° 37' West 261.80 feet; thence South 43° 02' 57" West 131.30 feet; thence North 44° 37' West 100.00 feet; thence North 18° 52' 43" East 35.67 feet; thence along a curve to the right with a back tangent bearing of North 71° 07' 17" West and a radius of 45.00 feet through a central angle of 36° 42' 47" for a distance of 28.83 feet;

thence South 55° 35' 30" West 28.35 feet; thence along a curve to the right with a back tangent bearing of North 63° 43' 05" West and a radius of 45.00 feet, through a central angle of 39° 36' 28" for a distance of 31.11 feet; thence North 44° 37' West 103.00 feet; thence South 45° 23' 00" West 15.00 feet; thence South 44° 37' East 105.00 feet; thence South 22° 47' 46" West 36.23 feet; thence along a curve to the right with a back tangent bearing of South 67° 12' 14" East and a radius of 45.00 feet, through a central angle of 39° 29' 47" for a distance of 31.02 feet; thence North 62° 17' 33" East 33.39 feet; thence South 44° 37' East 223.40 feet; thence South 26° 07' 38" West 34.44 feet; thence along a curve to the right with a back tangent bearing of South 63° 52' 22" East and a radius of 49.00 feet, through a central angle of 38° 14' 22" for a distance of 30.03 feet; thence South 44° 37' East 97.00 feet; thence South 35° 15' 12" West 76.19 feet; thence South 45° 23' West 75.00 feet; thence South 44° 37' East 437.65 feet to a point that bears North 44° 37' West 33.00 feet to the

**OJO DE AGUA COMMUNITY DEVELOPMENT PLAN**

centerline of Diana Avenue; thence South 45° 23' West 419.20 feet; thence North 44° 37' West 713.09 feet; thence South 45° 23' West 263.88 feet; thence North 44° 37' West 1,284.81 feet to the Southerly line of East Main Avenue; thence North 45° 23' East 263.88 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM that portion in Monterey Highway in Rancho Ojo De Agua de la Coche, Rancho Laguna Seca and Lots 22, 23, 24 and 25 of Morgan Hill Ranch Map No. 3 as recorded in Book "G" of Maps at pages 20 and 21, Santa Clara County, California and more particularly described as follows:

BEGINNING at a point in the northwesterly line of Lot 19 of Homestead Tract as shown in map thereof recorded in Book "O" of Maps at page 39 at the northeasterly line of Monterey Road as described in deed to the State of California in Book 866 of Official Records at page 89, distant thereon North 45° 09' East 15.17 feet from the most westerly corner of Lot 19 and running thence along the northeasterly line of Monterey Road North 32° 48' West 1,140.66 feet, more or less, to the line common to Lands of Frank L. Gippetti, Inc. as recorded by Deed No. 5067570, and Joseph and Nancy Sutter as recorded in Deed No. 3623115; thence South 57° 12' West 110.00 feet to the southwesterly line of Monterey Road in the northeasterly line of Lands of Dana L. Pefferle, et al., as recorded by Deed No. 6175011; thence along the southwesterly line of Monterey Road, South 32° 48' East 1,163.67 feet more or less to the centerline of Wright Avenue; thence North 45° 23' East 112.38 feet, more or less, to the point of beginning.

**PARCEL B**

BEING a portion of Lots 25, 26, 51 and 52, as shown on that certain map entitled "Catherine Dunne Ranch Map, No. 7," recorded in Book "L" at page 26, Santa Clara County Records.

BEGINNING at the Northwesterly corner of said Lot 25 in the centerline of Barrett Avenue; thence along the Westerly line thereof South 25° 29' East 29.7 feet to the TRUE POINT OF BEGINNING; thence parallel with the Northerly line of said Lots 25 and 26 and 29.7 feet distant therefrom at right angles North 64° 31' East 707.37 feet; thence along a curve to the right with a radius of 20.00 feet, through a central angle of 52° 53' 54" for a distance of 18.46 feet to a point of reverse curve; thence along a curve to the left with a radius of 42.00 feet, through a central angle of 137° 56' 15" for a distance of 101.11 feet; thence South 19° 46' 31" East 811.95 feet to the Southerly line of said Lot 26; thence continuing South 19° 46' 31" East 30.46 feet; thence along a curve to the right with a radius of 547.00 feet, through a central angle of 46° 58' 42" for a distance of 448.50 feet; thence South 27° 12' 11" West 402.43 feet; thence North 25° 29' West 662.00 feet to the Southerly line of said Lot 25; thence along said Southerly, South 64° 31' West 264.00 feet; thence along the Westerly line of said Lot 25, North 25° 29' West 795.30 feet to the True Point of Beginning.

**CERTIFICATE OF THE CITY CLERK**

**I, LOIS A. CORBET, DEPUTY CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that this is a true and correct copy of Ordinance No. 1204 that was passed and adopted by the City Council.**

**WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL on this 2<sup>nd</sup> day of January 1995.**

  
**LOIS A. CORBET**  
**DEPUTY CITY CLERK**

# NOTICE

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b)(1) of the California Government Code, please take note of the following:

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

If this cover page is a copy which has been transmitted to you by facsimile, email or other form of electronic transmission, please note that the notice above appears in the original cover page in 14-point bold face type.



DECLARATION OF EXTENSION  
OF  
PARK PLAZA ARCHITECTURAL MAINTENANCE ASSOCIATION

DECLARATION OF EXTENSION made this 21 day of March, 1997, by Park Plaza Architectural Maintenance Association, an unincorporated association, having its principal office at Morgan Hill, County of Santa Clara, State of California, hereinafter referred to as Declarant:

WHEREAS, on August 19, 1974, Park Plaza Professional Partners, a limited partnership, recorded a Declaration of Park Plaza Professional Partners in Volume B046 Official Records page 346, file 4833298;

WHEREAS, said Park Plaza Professional Partners was the owner in fee simple of property described as: Tract 5501, which map was filed for record on August 19, 1974, in Book 344 of Maps, at Pages 37 & 38 SCCR;

WHEREAS, said declaration set forth Park Plaza Professional Partners intention to subdivide said property into real estate parcels under the provisions of Section 11000-11,023 inclusive, of the Business and Professional Code of the State of California;

WHEREAS, said Declaration provided that the affairs of the development shall be governed and controlled by an unincorporated association membership in which ownership is limited to owners of the parcels;

WHEREAS, thereafter an unincorporated association was formed and a Constitution and By-Laws adopted;

WHEREAS, pursuant to the terms of the original Declaration and association Constitution, the Declaration was to terminate and the association was to dissolve on August 18, 1994;

WHEREAS, it is the desire of the association to extend the term of the Declaration and association for an additional twenty (20) years;

NOW, THEREFORE, the Declarant does declare on behalf of itself, its successors and assigns, and all persons having or seeking to acquire any interest of any nature whatsoever in this development as follows:

ARTICLE I: EXTENSION OF DECLARATION: The terms of the Declaration shall be extended to August 17, 2014.

ARTICLE II: TERMS AND CONDITIONS: All terms and conditions of the original Declaration Articles I through XI are incorporated herein as if set forth in full and made a part hereof.

In witness whereof, the undersigned, president of the association certifies that the foregoing has been adopted by the members of the association pursuant to its Constitution and By-Laws.

Park Plaza Architectural  
Maintenance Association

Date: March 21, 1997

By: Julia Lee

State of California  
County of Santa Clara

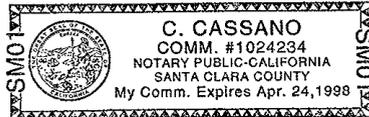
On March 21, 1997 before me, the undersigned, a Notary Public in and  
for said State, personally appeared Julia Lee

(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 C. Cassano

Name C. Cassano  
(typed or printed)



(Seal)

# NOTICE

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b)(1) of the California Government Code, please take note of the following:

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

If this cover page is a copy which has been transmitted to you by facsimile, email or other form of electronic transmission, please note that the notice above appears in the original cover page in 14-point bold face type.

**24224148**

**Regina Alcomendras**  
Santa Clara County - Clerk-Recorder

**07/12/2019 11:41 AM**

RECORDING REQUESTED BY:  
NorCal Escrow Solutions Inc

WHEN RECORDED MAIL TO:  
Rocco A. Giancola  
2050 Half Road  
Morgan Hill, CA 95037

**Titles: 1      Pages: 3**

**Fees: \$111.00**  
**Taxes: \$0**  
**Total: \$111.00**



SPACE ABOVE THIS LINE FOR RECORDER'S USE

Declaration of Extension of Park Plaza Architectural Maintenance Association

DECLARATION OF EXTENSION  
OF  
PARK PLAZA ARCHITECTURAL MAINTENANCE ASSOCIATION

DECLARATION OF EXTENSION made this 10 day of July 2019, by Park Plaza Architectural Maintenance Association, an unincorporated association, having its principle office at Morgan Hill, County of Santa Clara, State of California, hereinafter referred to as Declarant:

WHEREAS, on August 19, 1974, Park Plaza Professional Partners, a limited partnership, recorded a Declaration of Park Plaza Professional Partners in Volume B046 Official Records page 346, file 4833298:

WHEREAS, said Park Plaza Professional Partners was owner in fee simple of property described as: Tract5501, which map was filed for record on August 19, 1974, in Book 344 of Maps, at Pages 37 & 38 SCCR;

WHEREAS, said declaration set forth Park Plaza Professional Partners intension to subdivide said property into real estate parcels under the provisions of Section 11000—11,023 inclusive, of the Business and Professions Code of the State of California;

WHEREAS, said Declaration provided that the affairs of the development shall be governed and controlled by an unincorporated association membership in which ownership is limited to owners of the parcels;

WHEREAS, thereafter an unincorporated association was formed and a Constitution and By-Laws adopted:

WHEREAS, pursuant to the terms of the original Declaration and association Constitution, the Declaration was to terminate and the association was to dissolve on August 18, 1994;

WHEREAS, on March 25, 1997, the association executed and recorded in Santa Clara County Records, document number 13649518, a Declaration of Extension of Park Plaza Architectural Maintenance Association, extending the Declaration until August 17, 2014;

WHEREAS, it is the desire of the association to extend the terms of the Declaration and association, for an additional twenty (20) years;

NOW, THEREFORE, the Declarant does declare on behalf of itself, its successors and assigns, and all persons having or asking to acquire any interest of any nature whatsoever in this development as follows:

Article I: EXTENSION OF DECLARATION: The terms of the Declaration shall be extended to July 10 2039.

Article II: TERMS AND CONDITIONS: All terms and conditions of the original Declaration Article I through XI are incorporated herein as if set forth in full and made a part hereof.

In witness whereof, the undersigned, president of the association certifies that the foregoing has been adopted by the members of the association pursuant to its constitution and By-Laws.

PARK PLAZA ARCHITECTURAL  
Maintenance Association

Dated: 7/10/2019

By: Rocco A. Giancola  
Rocco A. Giancola, Pres.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of SANTA CLARA

On July 10, 2019 before me, Lucinda Reineccius Notary Public  
(insert name and title of the officer)

personally appeared Rocco A. Giancola  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



Partnership - Underground

RECORDING REQUESTED BY  
WESTERN CALIFORNIA TELEPHONE COMPANY

4933267  
B 253 PAGE 90

FILED FOR RECORD  
AT REQUEST OF

When Recorded Mail to

W WESTERN CALIFORNIA TELEPHONE COMPANY  
P. O. Box 68  
Los Gatos, California 95030

B 253 PAGE 90  
400

WESTERN CALIFORNIA TELEPHONE COMPANY

JAN 22 10 50 AM '75

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
GEORGE A MANN  
COUNTY RECORDER

No Documentary Transfer Tax Due-By: [Signature]  
Right of Way Agent

Attention: Right of Way Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 770-9-129

4933267

No Consideration

GRANT OF EASEMENT

THE GRANTOR PARK PLAZA PROFESSIONAL PARTNERS, a limited partnership, hereby grant to the WESTERN CALIFORNIA TELEPHONE COMPANY a corporation, hereinafter referred to as GRANTEE, its successors and assigns, an easement to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities, consisting of underground conduits, manholes, pedestals, cables, wires, and appurtenances for the transmission of electric energy for communication and other purposes over, in, under, across, and along that certain real property situated in the County of Santa Clara, State of California, described as follows:

All those areas designated as Public Utility Easements (P.U.E.) lying within Lots 1 thru 9 and delineated on that certain Map of Tract 5501 recorded August 19, 1974, in Book 344 of Maps at Pages 37 and 38, in the Office of the County Recorder of said County.

Also a strip of land 10 feet in width lying within Lot 6 of said Tract 5501, said strip being more particularly described as follows:

Beginning at a point lying within said Lot 6, said point being South 55° 07' 40" West 153 feet and North 34° 52' 20" West 5 feet from the most Southeast corner of said Lot 6; thence from the "POINT OF BEGINNING" North 34° 52' 20" West 51 feet to the terminus of this strip description.

THE GRANTEE, its successors and assigns and their respective agents and employees, shall have the right of ingress to and egress from said easement and every part thereof, at all times, for the purpose of exercising the rights herein granted and shall have the right to remove such growth as may endanger or interfere with the use of said easement. Such rights shall be reasonably exercised and the Grantee shall be liable for any damage negligently done by it to the above described property.

R/W W.O. 953-101-74

W.O. 953-5583

4933267

JAN 22 1975

IN WITNESS WHEREOF, the Grantor ha executed this agreement this 3 day of JANUARY, 1975.

Grantors:

PARK PLAZA PROFESSIONAL PARTNERS,  
a limited Partnership

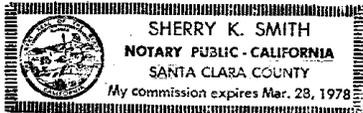
By James Schilling  
JAMES SCHILLING Partner  
By Wm. B. Orrock  
Wm. B. ORROCK Partner  
By James Schilling  
JAMES SCHILLING Attorney-In-Fact

By H. J. Day  
H. J. DAY Partner  
By James Schilling  
JAMES SCHILLING Attorney-In-Fact  
By William C. Holley  
WILLIAM C. HOLLEY Partner  
By James Schilling  
JAMES SCHILLING Attorney-In-Fact

STATE OF CALIFORNIA } ss.  
COUNTY OF Santa Clara

On this 3rd day of January, 1975, before me Sherry K. Smith, a Notary Public in and for said County and State, personally appeared James Schilling, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Wm. B. Orrock, H.J. Day, and William C. Holley, partners of the partnership that executed the within instrument and acknowledged to me that he subscribed the names of Wm. B. Orrock, H.J. Day and William C. Holley thereto as principals and his own name as attorney-in-fact and further acknowledged to me that such partnership executed the same as owner.

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

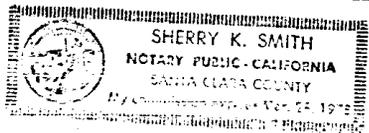


Sherry K. Smith  
Notary Public in and for  
said County and State

STATE OF CALIFORNIA } ss.  
COUNTY OF Santa Clara

On this 3rd day of January, 1975, before me Sherry K. Smith, a Notary Public in and for said County and State, personally appeared James Schilling, known to me to be the partner of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

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



Sherry K. Smith  
Notary Public in and for  
said County and State

R/W N.O. 993-101-74  
DEC 20 1975

100-33207

Return to Transportation Agency  
Attn: E. D. Hodge

4971697

County of Santa Clara  
Transportation Agency  
1555 Berger Drive  
San Jose, California 95112

B 333 PAGE 207

RECORDED AT THE REQUEST OF  
Title Insurance and Trust Company  
MAR 26 1975 8:00 AM  
George A. Mann, Recorder  
SANTA CLARA COUNTY, OFFICIAL RECORDS

800

SJ-362150-4 AGREEMENT BY OWNER OR HIS SUCCESSORS IN INTEREST  
TO CONSTRUCT LAND DEVELOPMENT IMPROVEMENTS

B 333 PAGE 207

4971697 Project Identification: Santa Teresa Expressway

This is an agreement between the COUNTY OF SANTA CLARA,  
hereinafter referred to as "County", and  
PARK PLAZA PROFESSIONAL PARTNERS

hereinafter referred to as "Owner".

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

NOW, THEREFORE, IT IS AGREED:

I. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

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

II. STREET AND DRAINAGE IMPROVEMENTS

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

Improvements not required pending improvement of Expressway (existing Hale Ave.).

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

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

- |  |   |
|--|---|
| 1. <del>Curb and gutter</del>                          | 7. <del>Electronics</del>   |
| 2. Sidewalks   | 8. <del>Underground conduits, wiring and pole boxes</del>                               |
| 3. Driveways   | 9. Barricades and other improvements needed for traffic safety                          |
| 4. Street grading, base and paving                     | 10. <del>Street trees and other improve- ments between the curb and property line</del> |
| 5. <del>Storm drainage facilities</del>                |   |
| 6. <del>Erosion control plantings and facilities</del> |   |

ARB No. 770 9 129 ALL PTN. X

971697

MAR 25 1975

- 11. Relocation of existing fences, signs and utilities : improvement which has been or is to be provided by others
- 12. Payment of a pro rata share of the costs as determined by the Department of Public Works of a storm drainage or street or jointly provided by owner and others where such facility benefits the property described in Exhibit A

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

III. PERFORMANCE OF THE WORK

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

IV. JOINT COOPERATIVE PLAN

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

V. REVIEW OF REQUIREMENTS

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

VI. MAINTENANCE OF IMPROVEMENTS

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

071967

11/1/67

B 333 #209

DEFERRED IMPROVEMENT AGREEMENT - Sheet 3

VI. MAINTENANCE OF IMPROVEMENTS (Continued)

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

VII. BONDS

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

VIII. INSURANCE

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

IX. INDEMNITY

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

IN WITNESS WHEREOF, County has executed this agreement as of

February 13, 1975

COUNTY OF SANTA CLARA

[Signature] Director, Department of Public Works

IN WITNESS WHEREOF, Owner has executed this agreement as of February 12, 1975

[Signature] James L. Schilling, General Partner

[Signature] A. J. Day, General Partner

[Signature] William C. Holley, General Partner

[Signature] William B. Orrock, General Partner

(This document to be acknowledged with signatures as they appear on deed of title.)

APPROVED AS TO Acknowledgement not completely filmed

[Signature]

11/12/69

1971697

1971697

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED  
(INDIVIDUAL)

Document No. 1000-66  
Project Santa Teresa

PARK PLAZA PROFESSIONAL PARTNERS

GRANT to the COUNTY OF SANTA CLARA all that real property in the City of Morgan Hill,  
County of Santa Clara, State of California, described as:

All of the land shown as Parcel A and Parcel B containing 0.848 acres of land on that certain Record of Survey entitled "Record of Survey of a portion of Parcel A & Parcel B as Parcels are shown on the Parcel Map filed in Book 336 of Maps at page 44 and being situate within the City of Morgan Hill, Santa Clara County, California", filed for record in the office of the County Recorder of the County of Santa Clara, State of California, in Book 345 of Maps at page 12.

This conveyance is made for the purposes of a County Highway and the Grantor hereby releases and relinquishes to the Grantee any and all abutter's rights of access, appurtenant to Grantor's remaining property in and to said Highway, except over and across one private 24 foot opening between Point M and Point N shown on the aforesaid Record of Survey to provide right turns in and out only to and from Santa Teresa Expressway, presently known as Hale Avenue.

The use of the access opening described hereinabove shall terminate automatically in the event that Grantor or his successors in interest fails upon the written request of the Grantee, County of Santa Clara, to construct the necessary improvements required for acceleration and deceleration lanes within the time set forth as specified in that separate "Agreement By Owner Or His Successors In Interest to Construct Land Development Improvements" recorded on in Book at Page in the official records of the County of Santa Clara.

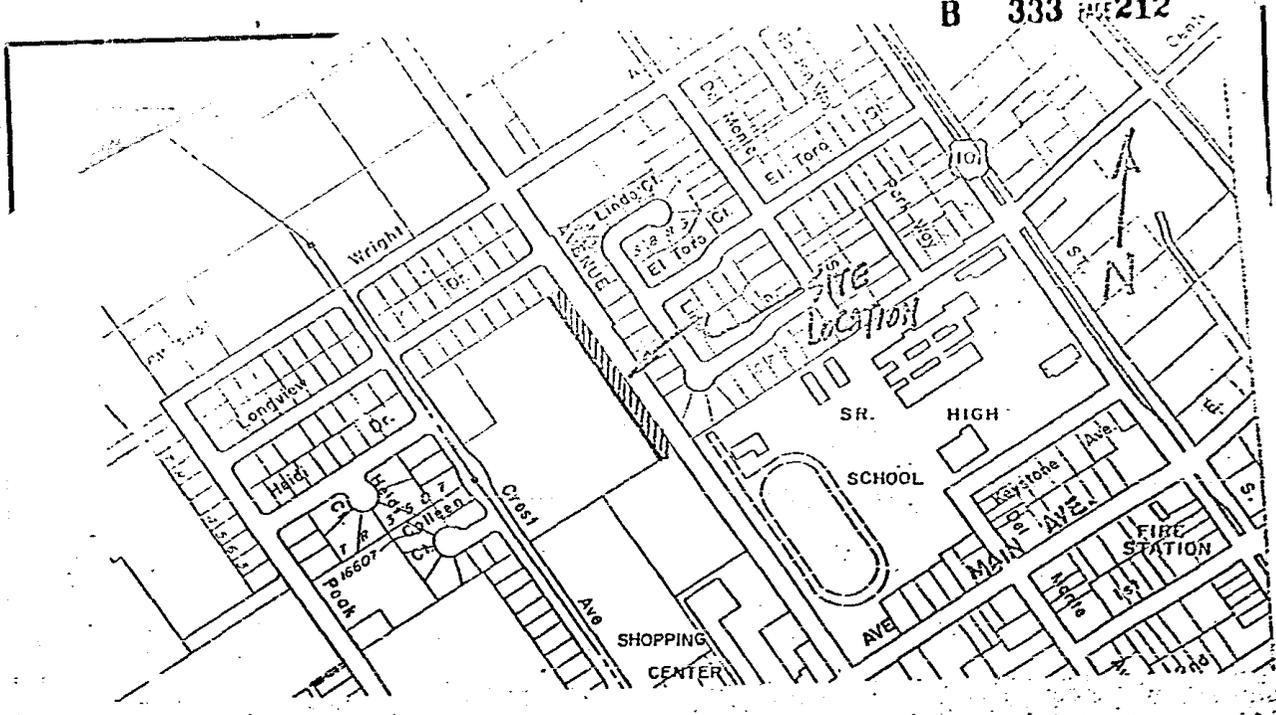
*James L. Schilling*  
James L. Schilling, General Partner  
*William C. Holley*  
William C. Holley, General Partner

*H. J. Day*  
H. J. Day, General Partner  
*William B. Orrock*  
William B. Orrock, General Partner

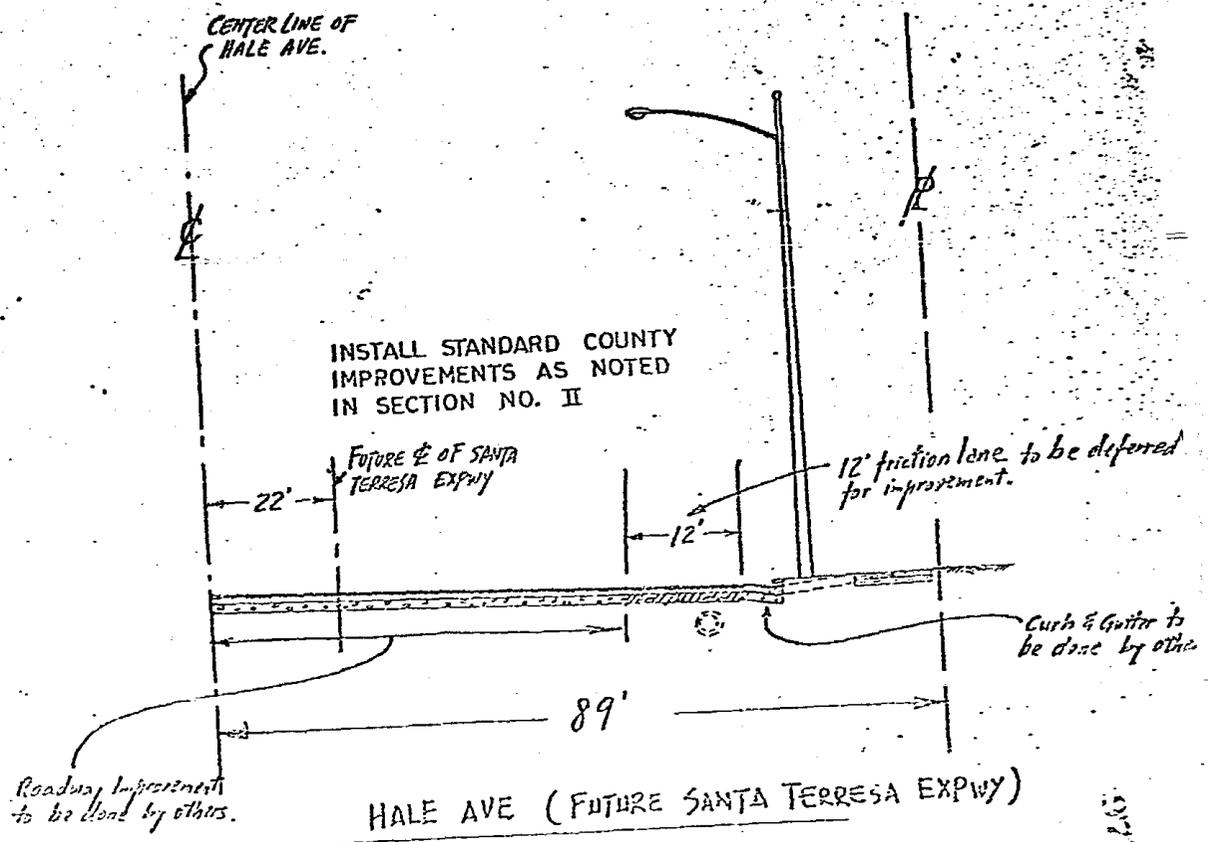
EXHIBIT "A"

971697

MAR 2 1977



PLAN VIEW  
no scale



HALE AVE (FUTURE SANTA TERESA EXPWY)  
TYPICAL 1/2 STREET SECTION  
no scale  
EXHIBIT "B"  
DEFERRED IMPROVEMENT AGREEMENT  
file no

071697

100

OWNER'S CERTIFICATE

We hereby certify that we are the owners of or have some right, title or interest in and to the real property included within the subdivision shown hereon; that we are the only persons whose consent is necessary to pass a clear title to said real property, that we hereby consent to the making of said map and subdivision as shown within the blue border lines. We also hereby dedicate to public use all streets and portions of streets within said subdivision as shown on said map and also dedicate easements for any and all public uses under, upon or over said streets and portions thereof. Those certain strips of land designated as "private easements" are not offered for dedication of public use, but are intended for the exclusive use of the lot owners in this tract, their heirs and assigns, their licensees, visitors, tenants, servants or employees and service vehicles and persons, firms and corporations performing utility functions within said tract. Such private easements to be kept open and free from buildings and structures of any kind except as required for the public utilities. We also hereby dedicate to public use, easements for any and all public utility facilities including storm drain conduits, gas, water and sanitary sewer mains, telephone, electrical, and television cables over those certain strips of land lying between the front and/or rear and/or side lines of lots and the dashed lines each designated as "P.U.E." (Public Utility Easement) Public Utility Easements to be kept open and clear from buildings and structures of any kind except public utility structures, irrigation systems and appurtenances thereto and lawful fences. We also hereby dedicate to Public Use Easements for storm and sanitary sewer purposes only under, upon or over that certain strip of land designated as "Storm and Sanitary Sewer Easement."

PARK PLAZA PROFESSIONAL PARTNERS, a limited partnership

BY: James Schilling - Partner

BY: H. J. Day - Partner

BY: James Schilling, attorney-in-fact

BY: Wm. B. Orrock - Partner

BY: James Schilling, attorney-in-fact

BY: William C. Holley - Partner

BY: James Schilling, attorney-in-fact

ACKNOWLEDGMENT

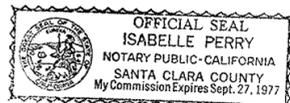
STATE OF CALIFORNIA )  
COUNTY OF Santa Clara ) SS.

On August 1, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES SCHILLING, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of H. J. DAY, WM. B. ORROCK, and WILLIAM C. HOLLEY, partners of the partnership that executed the within instrument and acknowledged to me that he subscribed the names of H. J. DAY, WM. B. ORROCK and WILLIAM C. HOLLEY thereto as principals and his own name as attorney-in-fact, and further acknowledged to me that such partnership executed the same as owner.

WITNESS my hand and official seal.

Signature Isabelle Perry

ISABELLE PERRY  
Name (Typed or Printed)



ACKNOWLEDGMENT

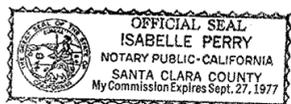
STATE OF CALIFORNIA )  
COUNTY OF Santa Clara ) SS.

On August 1, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES SCHILLING known to me to be ONE of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature Isabelle Perry

ISABELLE PERRY  
Name (Typed or Printed)



# TRACT NO. 5501

PARCEL A

OF

PARCEL MAP BOOK 336 MAPS PAGE 44

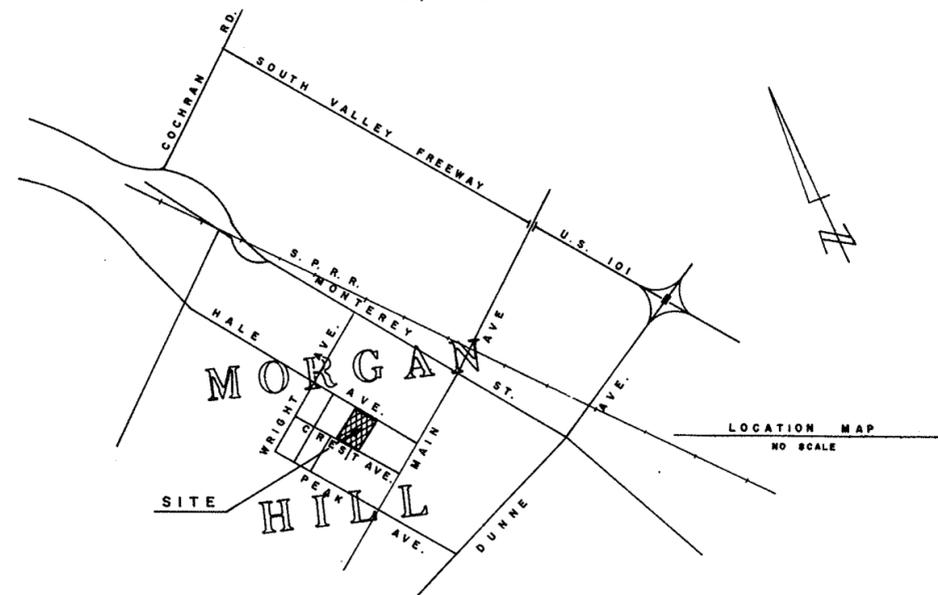
IN THE

CITY OF MORGAN HILL  
COUNTY OF SANTA CLARA, CA.

DATE: JANUARY, 1974 SCALE: 1" = 50'

## PARK PLAZA PROFESSIONAL PARTNERS GARCIA & HENRY CIVIL ENGINEERS

17550 MONTEREY STREET  
MORGAN HILL, CALIFORNIA



FIRST AMERICAN TITLE INSURANCE COMPANY, a corporation

BY: Carol Lutz

BY: Sharon Long

ACKNOWLEDGMENT

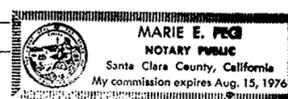
STATE OF CALIFORNIA )  
COUNTY OF Santa Clara ) SS.

On August 15, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared Carl Cochran, Asst. Secretary, President, and Sharon Long known to me to be Asst. Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Marie E. Peci

Name (Typed or Printed)



CITY CLERK'S CERTIFICATE

I hereby certify that the City Council of the City of Morgan Hill at its regular meeting held on the 17th day of April, 1974, duly approved the map shown hereon, authorized its recordation, and did not accept on behalf of the public, the easements offered for dedication for public use in conforming with the terms of the offer of dedication.

DEPUTY Ernest Rusconi  
City Clerk,  
City of Morgan Hill, California

COUNTY RECORDER'S CERTIFICATE

File No. 4833297 Fee \$7.00  
Accepted for record and recorded in Book 344 of Maps at Pages 374-38 in the office of the Recorder of Santa Clara County, California, this 19th day of August, 1974, at 0800 P.M.

GEORGE A. MANN  
County Recorder of Santa Clara  
County, California

By: Dominic Cione  
Deputy DOMINIC CIONE

PLANNING COMMISSION'S CERTIFICATE

I hereby certify that the map shown hereon was duly approved by the Planning Commission of the City of Morgan Hill, California, on the 11th day of December 1973.

Charles W. Whelan  
CHAIRMAN

CITY ENGINEER'S CERTIFICATE

I hereby certify that I have examined the within final map of Tract 5501; and that the subdivision shown hereon is substantially the same as it appeared on the tentative map and any approved alterations thereof; that all provisions of the Subdivision Map Act and any local ordinances applicable at the time of approval of the tentative map have been complied with and that I am satisfied that said map is technically correct.

Date 8-2-74

George P. Lewis  
City Engineer,  
City of Morgan Hill, California

ENGINEER'S CERTIFICATE

I, J. R. Garcia, a Registered Civil Engineer of the State of California, hereby certify that this map, consisting of 2 sheets correctly represents a survey made under my supervision during January, 1974; that the survey is true and complete as shown; that all monuments shown hereon actually exist or will be placed before Dec. 31, 1974 on the ground in the positions indicated and are sufficient to enable the survey to be retraced.

Date Aug. 1, 1974

J. R. Garcia  
J. R. Garcia, RCE 18576

CERTIFICATE OF CORRECTION

RECORDED August 19, 1975  
BOOK 6569 PAGE 608

344  
374-38

344  
37-38

# TRACT NO. 5501

## PARCEL A OF PARCEL MAP BOOK 336 MAPS PAGE 44 PARK PLAZA PROFESSIONAL PARTNERS

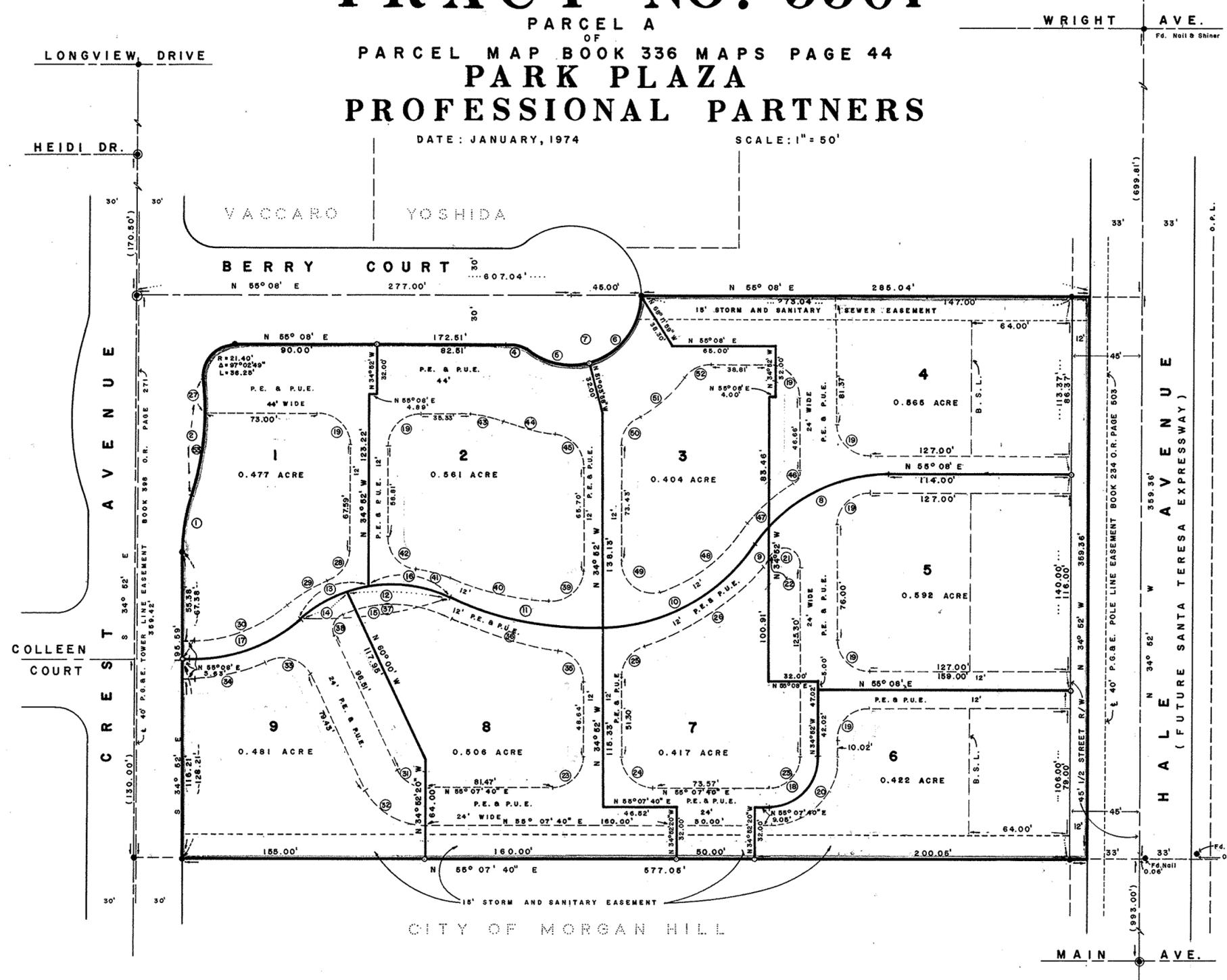
DATE: JANUARY, 1974

SCALE: 1" = 50'

**LEGEND**  
 ○ Set 1" I.P. with R.C.E. tag no. 18676  
 ● Fd. 1" I.P.  
 ⊙ Fd. Standard City Monument  
 ( ) Record data

CURVE DATA			
NO.	R	Δ	L
1	120'	16° 59' 00"	35.57'
2	180'	24° 01' 49"	75.49'
3	21.40'	97° 02' 49"	36.25'
4	20'	39° 42' 54"	13.86'
5	45'	55° 54' 52"	43.92'
6	45'	73° 48' 02"	57.96'
7	45'	129° 42' 54"	101.88'
8	104'	47° 45' 47"	86.70'
9	104'	08° 14' 13"	14.96'
10	120'	54° 30' 00"	114.15'
11	215'	26° 22' 00"	98.94'
12	90.96'	43° 39' 07"	69.30'
13	90.96'	30° 17' 21"	49.08'
14	90.96'	21° 42' 53"	34.47'
15	90.96'	65° 22' 00"	103.77'
16	90.96'	35° 04' 39"	55.69'
17	107'	40° 30' 00"	75.63'
18	32'	89° 59' 40"	52.26'
19	20'	90° 00' 00"	31.42'
20	44'	89° 59' 40"	69.11'
21	10'	144° 47' 25"	25.27'
22	92'	04° 00' 03"	6.42'
23	20'	89° 59' 40"	31.41'
24	20'	90° 00' 20"	31.42'
25	20'	77° 18' 40"	26.99'
26	120'	46° 06' 08"	96.56'
27	180'	06° 20' 45"	19.94'
28	20'	66° 57' 35"	23.57'
29	102.96'	17° 27' 33"	31.37'
30	95'	40° 30'	67.15'
31	20'	64° 52' 20"	22.65'
32	44'	64° 52' 20"	49.82'
33	20'	89° 23' 13"	31.20'
34	119'	24° 31' 13"	50.93'
35	20'	81° 42' 49"	28.52'
36	215'	19° 18' 16"	72.44'
37	78.96'	52° 40' 34"	72.59'
38	10'	90° 02' 53"	15.72'
39	20'	94° 56' 08"	33.14'
40	215'	17° 03' 16"	64.00'
41	102.96'	14° 34' 19"	26.19'
42	20'	82° 34' 55"	28.83'
43	45'	27° 22' 05"	21.50'
44	89'	21° 49' 32"	33.90'
45	20'	84° 27' 27"	29.48'
46	10'	57° 52' 40"	10.10'
47	116'	21° 06' 43"	42.74'
48	120'	30° 35' 54"	64.09'
49	20'	112° 36' 09"	39.32'
50	20'	60° 37' 15"	21.16'
51	89'	24° 39' 54"	38.31'
52	20'	54° 02' 39"	18.87'
53	180'	17° 41' 04"	55.56'

**BASIS OF BEARING**  
 The Centerline of Crest Avenue shown as S 34° 52' E in Book 314 Maps Page 6 Santa Clara County Records and as found monumented.



344  
38

GARCIA & HENRY // CIVIL ENGINEERS  
 17550 MONTEREY ST. MORGAN HILL, CA. 95037

SHEET NUMBER 2 OF 2

Filed: August 19, 1974, File No. 4833294 Book 344, Pages 37438

38

38

RECORDING REQUESTED BY:

CITY OF MORGAN HILL

WHEN RECORDED MAIL DOCUMENT TO:

CITY CLERK  
CITY OF MORGAN HILL  
17575 PEAK AVENUE  
MORGAN HILL, CA 95037

RECORD AT NO FEE PER  
GOVERNMENT CODE SECTIONS 6103  
& 27383

APN: 764-19-020

25846590

Margaret Olaiya  
Santa Clara County - Clerk-Recorder

07/29/2025 11:30 AM

Titles: 1 Pages: 9

Fees: \$0.00  
Taxes: \$0  
Total: \$0.00



SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STORMWATER BEST MANAGEMENT PRACTICES,  
OPERATION, AND MAINTENANCE AGREEMENT**

Upon completion of your review of this document, please initial the lines below to indicate that you understand its contents, including the following:

A.M. 5/2 I understand that my property is subject to ongoing water quality regulations and that my property may have stormwater treatment areas and facilities.

A.M. 5/2 I understand that there may be areas on my property that are reserved for stormwater treatment and which cannot be significantly altered, improved, or built upon.

A.M. 5/2 I understand that I will be responsible for having the stormwater treatment areas and facilities inspected regularly by a Qualified Stormwater Practitioner (QSP), in compliance with City and State regulations.

A.M. 5/2 I understand that I will be responsible for ensuring that all stormwater treatment areas and facilities continue to function satisfactorily, and I will have maintenance completed, as needed, based on inspection findings.

A.M. 5/2 I understand that there is an annual fee I will need to pay for the City's administration of this program.

A.M. 5/2 I understand that the fee for City administration of this program does not include inspections, and I will be expected to hire and pay my chosen QSP.

A.M. 5/2 I understand that some of the stormwater treatment facilities serving my property may be on a nearby property and that I may have a proportional responsibility for their inspection, operation, and maintenance.

THIS STORMWATER BEST MANAGEMENT PRACTICES OPERATION, AND MAINTENANCE AGREEMENT ("AGREEMENT") is made and entered into this 22<sup>nd</sup> day of July, 2025, by ALIREZA MATIN AND SHAYAN HAJI SHARIF, (hereinafter referred to as "COVENANTOR") and the City of Morgan Hill ("CITY"). CITY and COVENANTOR may be referred to individually as a "Party" or collectively as the "Parties" throughout this AGREEMENT.

#### RECITALS:

This AGREEMENT is made and entered into with reference to the following facts:

- A. CITY is authorized and required to regulate and control the disposition of storm and surface waters as set forth in CITY's National Pollutant Discharge Elimination System permit.
- B. COVENANTOR is the owner of a certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "PROPERTY").
- C. COVENANTOR desires to construct certain improvements of the kind or nature described in Morgan Hill Municipal Code Chapter 18.140 (the "ORDINANCE") on the PROPERTY that may alter existing stormwater conditions on both the PROPERTY and adjacent lands.
- D. To minimize adverse impacts due to these anticipated changes in existing storm and surface water flow conditions, COVENANTOR is required by CITY to implement Best Management Practices ("BMPs") and to build and maintain, at COVENANTOR's expense, stormwater management facilities ("FACILITIES"), more particularly described and shown in the **STORMWATER CONTROL PLAN AND OPERATION & MAINTENANCE** prepared by **M.H. ENGINEERING CO.** and dated **JANUARY 2021**, which plans and any amendments thereto, are on file with CITY's Public Services Department, and are hereby incorporated by this reference.
- E. CITY has reviewed and approved the Stormwater Runoff Management Plan (the "PLAN") subject to the execution of this AGREEMENT.

NOW, THEREFORE, in consideration of the benefit received and to be received by COVENANTOR, its successors, and assigns, as a result of CITY's approval of the Stormwater Runoff Management Plan, COVENANTOR, hereby covenants and agrees with CITY as follows:

1. Covenants Running with the Land; Property Subject to Agreement: All of the real property described in Exhibit "A" shall be subject to this AGREEMENT. It is intended and determined that the provisions of this AGREEMENT shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the real PROPERTY or any portion thereof and shall be for the benefit of each owner of any of said parcels or any portion of said PROPERTY and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. Each and all of the limitations, easements, obligations, covenants, conditions, and restrictions contained herein shall be deemed to be, and shall be construed as, equitable servitudes, enforceable by any of the owners of any of the PROPERTY subject to this AGREEMENT against any other owner, tenant or occupant of the said PROPERTY, or any portion thereof.
2. Responsibility for Installation, Operation, and Maintenance: At its sole expense, COVENANTOR, its successors, and assigns, shall construct, operate, and perpetually maintain the FACILITIES in strict accordance with the PLAN and any amendments thereto that have been approved by CITY or required by the ORDINANCE. COVENANTORS with structural FACILITIES serving their property shall conduct inspections on the property in accordance with Exhibit "B."

3. Facility Modifications: At its sole expense, COVENANTOR, its successors, and assigns, shall make such changes or modifications to the FACILITIES as may be determined as reasonably necessary by CITY to ensure that the FACILITIES are properly maintained and continue to operate as originally designed and approved. COVENANTOR agrees that it shall not modify the BMPs and shall not allow BMP maintenance activities to alter the designed function of the FACILITIES from its original design unless approved by CITY prior to the commencement of the proposed modification or maintenance activity.
4. Facility Inspections by City: At reasonable times and in a reasonable manner as provided in the ORDINANCE, CITY, its agents, employees, and contractors shall have the right of ingress and egress to the FACILITIES and the right to inspect the FACILITIES in order to ensure that the FACILITIES are being properly maintained, are continuing to perform in an adequate manner, and are in compliance with the ORDINANCE, the PLAN and any amendments thereto approved by CITY.
5. Failure to Perform Required Facility Repairs or Modifications: Should either COVENANTOR or its successors and assigns fail to implement the BMPs, maintain the FACILITIES, or correct any defects in the FACILITIES in accordance with the approved design standards and/or the PLAN, and in accordance with the law and applicable regulations of the ORDINANCE, after thirty (30) days from the date of the written notice from CITY, CITY shall have the right to enter the PROPERTY to perform remedial work, for which CITY will collect reimbursement for such work from COVENANTOR. Additionally, conditions from failure to implement the BMPs or to maintain or correct the FACILITIES shall be deemed a nuisance subject to abatement of such conditions as provided in Chapter 1.18 of the Morgan Hill Municipal Code. In addition, CITY may pursue other such remedies as provided by law, including, but not limited to, such civil and criminal remedies set forth in the ORDINANCE.
6. Indemnity: COVENANTOR, its successors, and assigns, shall defend, indemnify, and hold CITY harmless of and from any and all claims, liabilities, actions, causes of action, and damages for personal injury and property damage, including, without limitation, reasonable attorneys' fees, arbitration fees, or costs and court costs, arising out of or related to COVENANTOR's, its successors', and/or assigns' construction, operation, or maintenance of the FACILITIES except claims, liabilities, actions, causes of action, and damages that arise out of CITY's sole negligence or willful misconduct or the sole negligence or willful misconduct of any of CITY'S employees, agents, representatives, contractors, vendors, or consultants.
7. Obligations and Responsibilities of Covenantor: Initially, COVENANTOR is solely responsible for the performance of the obligations required hereunder and, to the extent permitted under applicable law, the payment of any and all fees, fines, and penalties associated with such performance or failure to perform under this AGREEMENT. Notwithstanding any provisions of this AGREEMENT to the contrary, upon the recordation of a deed or other instrument of sale, transfer or other conveyance of fee simple title to the PROPERTY or any portion thereof (a "Transfer") to a third party (the "Transferee"), COVENANTOR shall be released of all of its obligations and responsibilities under this AGREEMENT accruing after the date of such Transfer to the extent such obligations and responsibilities are applicable to that portion of the PROPERTY included in such Transfer, but such release shall be expressly conditioned upon the Transferee assuming such obligations and responsibilities by recorded written agreement for the benefit of CITY. Such written agreement may be included in the Transfer deed or instrument, provided that the Transferee joins in the execution of such deed or instrument. A certified copy of such deed, instrument, or agreement shall be provided to CITY. The provisions of the preceding

three sentences shall be applicable to the original COVENANTOR and any successor Transferee who has assumed the obligations and responsibilities of COVENANTOR under this AGREEMENT as provided above.

COVENANTOR is responsible for paying to CITY an annual administrative fee as established by City Council to cover costs associated with review of inspection reports, logging inspections as required for compliance with CITY'S Phase II NPDES Permit, reporting to the Regional Water Quality Control Board, and follow-up as needed. City Council shall update fee schedules thereafter as applicable in perpetuity. COVENANTOR will be responsible for paying late fees and other penalties for submitting inspection reports and other documentation required by CITY more than seven days after submission deadlines.

8. Property Transfer: Nothing herein shall be construed to prohibit a transfer by COVENANTOR to subsequent owners and assigns.
9. Attorneys' Fees: In the event that any Party institutes legal action or arbitration against the other to interpret or enforce this AGREEMENT, or to obtain damages for any alleged breach hereof, the prevailing party in such action or arbitration shall be entitled to reasonable attorneys' or arbitrators' fees in addition to all other recoverable costs, expenses, and damages.
10. Further Documents: The Parties covenant and agree that they shall execute such further documents and instructions as shall be necessary to fully effectuate the terms and provisions of this AGREEMENT.
11. Entire Agreement: This AGREEMENT constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior agreements, whether written or oral. There are no representations, agreements, arrangements, or undertakings, oral or written, that are not fully expressed herein.
12. Severability: In the event any part or provision of this AGREEMENT shall be determined to be invalid or unenforceable under the laws of the State of California, the remaining portions of this AGREEMENT that can be separated from the invalid, unenforceable provisions shall, nevertheless, continue in full force and effect.
13. No Waiver: The waiver of any covenant contained herein shall not be deemed to be a continuing waiver of the same or any other covenant contained herein.
14. Amendment: This AGREEMENT may be amended in whole or in part only by mutual written agreement. Any such amendment shall be recorded in Santa Clara County, California. In the event any conflict arises between the provisions of any such amendment and any of the provisions of any earlier document or documents, the most recently duly executed and recorded amendment shall be controlling.
15. Authority to Execute: The persons executing this AGREEMENT on behalf of the parties warrant that they are duly authorized to execute this AGREEMENT.

//

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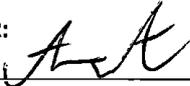
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16. In the event that CITY shall determine, at its sole discretion, at any future time, that the FACILITIES are no longer required, then at the written request of COVENANTOR, its successors, and/or assigns, CITY shall execute a release of this AGREEMENT which COVENANTOR, its successors, and/or assigns, shall record in the Recorder's Office, at its expense.

Executed the day and year first above written.

**COVENANTOR:**

By: 

Name: ALIREZA MATIN

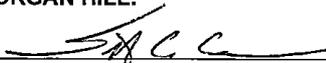
Title: OWNER

By: 

Name: SHAYAN HAJJ SHARIF

Title: OWNER

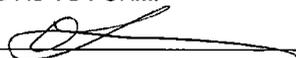
**CITY OF MORGAN HILL:**

By: 

Name: SCOTT C. CREER

Title: CITY ENGINEER, CITY OF MORGAN HILL

**APPROVED AS TO FORM:**

By: 

Name: DONALD A. LARKIN

Title: CITY ATTORNEY, CITY OF MORGAN HILL

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA CLARA }

On 12/18/2024 before me, MARIEJO ESTRELLA GOODEN, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared ALIREZA MATIN MOHSENI  
Name(s) of Signer(s)  
SHAYAN CHARIF

who 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/it/they executed the same in his/her/its/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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: STRUCTURAL BEST MANAGEMENT PRACTICES OPERATIONS MAINTENANCE AGREEMENT  
Document Date: 12/18/2024 Number of Pages: 9 PAGES INCLUDING ACKNOWLEDGMENT

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Santa Clara

On July 22 2025, before me, Victoria Rossi a Notary Public in and for said County and State, personally appeared Scott Creer proved to me on the basis of satisfactory evidence to be the person 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC



(ABOVE AREA FOR NOTARY SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Santa Clara

On \_\_\_\_\_ 20\_\_\_\_, before me, \_\_\_\_\_ a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MORGAN HILL, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 3, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "TRACT NO. 5501 PARK PLAZA PROFESSIONAL PARTNERS", WHICH MAP WAS FOLDED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 19, 1974 IN BOOK 344 OF MAPS, AT PAGES 37 AND 38.

**EXHIBIT "B"****INSPECTION REQUIREMENTS**

Inspections shall occur on a schedule compliant with the requirements imposed by the State of California. At this time, the following requirements are in place:

- (a) The COVENANTOR shall be responsible for having all stormwater management facilities inspected for condition and function by a certified Qualified Stormwater Practitioner (QSP).
- (b) Stormwater facility inspections completed by the QSP shall be completed once in the fall in preparation for the wet season, and once in the spring. Fall inspections shall include a visual inspection only. The spring inspection shall include a visual inspection as well as completion of technical tests and observations required under the CITY'S Phase II National Pollutant Discharge Elimination System (NPDES) Permit. COVENANTOR shall provide the CITY with records of inspections using the City's approved visual inspection report template (fall and spring inspections) and applicable City approved technical field data sheets (spring inspection only). COVENANTOR shall submit to the CITY all inspection documents with completed records of inspections, maintenance, and repair.

COVENANTOR understands that these requirements may be changed in the future as the direct result of changes in the regulations imposed on CITY or COVENANTOR by the State of California. CITY shall provide COVENANTOR with reasonable notice of changes in these requirements.

RECORDING REQUESTED BY:

CITY OF MORGAN HILL

WHEN RECORDED MAIL DOCUMENT TO:

CITY CLERK  
CITY OF MORGAN HILL  
17575 PEAK AVENUE  
MORGAN HILL, CA 95037

25846591

Margaret Olaiya  
Santa Clara County - Clerk-Recorder

07/29/2025 11:30 AM

Titles: 1 Pages: 5

Fees: \$0.00  
Taxes: \$0.00  
Total: \$0.00



RECORD AT NO FEE  
PER GOVERNMENT CODE SECTION 6103 & 27383  
APN: 764-19-020

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF PUBLIC SERVICE EASEMENT  
(BERRY COURT)**

**ALIREZA MATIN, A MARRIED MAN AS TO AN UNDIVIDED 50% INTEREST AND SHAYAN HAJI SHARIF, A SINGLE MAN AS TO AN UNDIVIDED 50% INTEREST AS TENANTS IN COMMON** hereby GRANT to the CITY OF MORGAN HILL, a Municipal Corporation of the State of California, an easement for public use, a public service easement for any and all public service facilities, including but not limited to sidewalk, electric, gas, telephone, cable TV, water, storm drainage, sanitary sewers, etc., and all appurtenances thereto, with the right to enter upon the easement at any time for the purposes of installation, construction, repair and maintenance thereof, under, over, on and across the real property hereinafter described.

**SEE EXHIBITS "A" AND "B"**

**ATTACHED HERETO AND MADE A PART HEREOF**

Owner(s): Alireza Matin AND Shayan Haji Sharif

By: Alireza Matin, Owner 12-18-24  
Date

By: Shayan Haji Sharif, Owner 12/18/24  
Date

# Exhibit "A"

## Legal Description - Public Service Easement

All that real property situated in the City of Morgan Hill, County of Santa Clara, State of California and being a portion of Lot 3, as said lot is shown upon that certain map entitled "Tract No. 5501 Park Plaza Professional Partners", which map was filed for record on August 19, 1974 in Book 344 of Maps, at Pages 37 and 38, Santa Clara County Records being more particularly described as follows:

**COMMENCING** at the southern most corner of Lot 2 and Lot 3 as said lots are shown on that said map entitled "Tract No. 5501 Park Plaza Professional Partners"; thence along the common property line of said lots, North 34°52'00" West, a distance of 39.28 feet; thence leaving said common property line North 55°08'00" East, a distance of 12.00 feet to a point on an easement line of a Private Easement (P.E.) & Public Utility Easement (P.U.E.), as said easements are shown upon said map; thence along said easement line, southeasterly along a curve to the left from a radial bearing of South 55°08'00" West, having a radius of 20.00 feet, through a central angle of 87°21'33", for an arc length of 30.49 feet to the **POINT OF BEGINNING** of this description; thence leaving said easement line, North 34°47'34" West, a distance of 9.85 feet; thence North 55°12'26" East, a distance of 10.00 feet; thence South 34°47'34" East, a distance of 7.72 feet to a point on said easement line as shown upon said map; thence along said easement line along a non-tangent curve to the right from a radial bearing of South 59°02'17" East, having a radius of 108.00 feet, through a central angle of 000°38'06", for an arc length of 1.20 feet to a point of compound curvature; thence along a curve to the right which is coincident to said easement line, from a radial bearing of North 58°24'12" West, having a radius of 20.00 feet, through a central angle of 026°10'39", for an arc length of 9.14 feet to the **POINT OF BEGINNING**, and containing an area of 92 square feet, more or less.

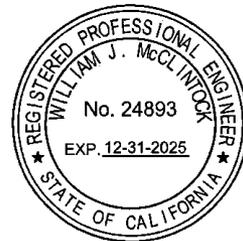
### END OF DESCRIPTION

See **Exhibit "B"** plat to accompany, attached hereto and made a part hereof

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

William J. McClintock, RCE 24893  
Expires 12/31/2025

1/17/2025  
Date



L:\Projects\JBL\220052 S Bay - Berry Cldg\220052 Plat & Legal Public Service Easement.dwg - 01/12/2024 8:05 PM - Plotted 01/12/2024 8:06 PM by Miguel Morfin  
PLOT#: 220052-2D-ENSTRG-344-M-38



**MH engineering Co.**  
16075 VINEYARD BOULEVARD MORGAN HILL, CA 95037 (408) 779-7381

SCALE: 1"=40'

JOB #: 220052

SHEET

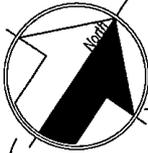
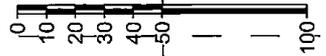
DRAWN BY: miguelm

DATE: June 12, 2024

1 of 1

Berry Court

SCALE: 1"=50'



Tract No. 5501 'Park Plaza  
Professional Partners'  
Book 344 -M- 37 & 38

Lot 4  
APN 764-19-022  
Doc# 24099762

Lot 2  
APN 764-19-018  
Doc# 23409311

Lot 3

Matin, Sharif  
APN 764-19-020  
Doc# 24379634

Public Service  
Easement  
(See Below)

Lot 5  
APN 764-19-023  
Doc# 23013529

Point of  
Commencement

Point of  
Beginning

Lot 8

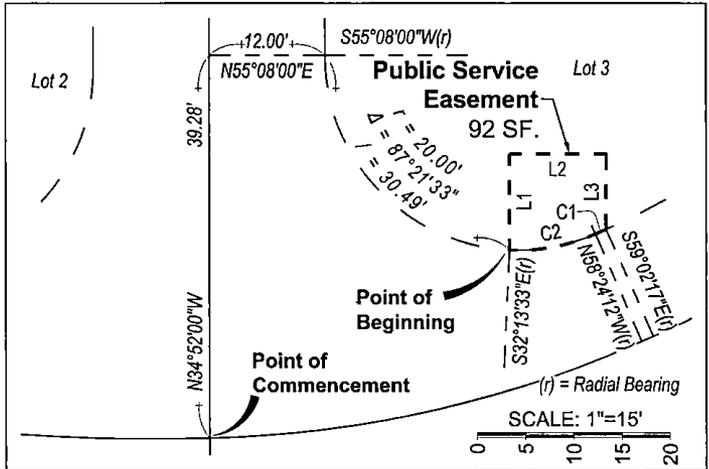
Lot 7

Curve Table

#	Radius	Delta	Length
C1	108.00'	000°38'06"	1.20'
C2	20.00'	026°10'39"	9.14'

Line Table

#	Direction	Length
L1	N34°47'34"W	9.85'
L2	N55°12'26"E	10.00'
L3	S34°47'34"E	7.72'



# Exhibit "B"

Plat to accompany Legal Description of a Public Service Easement; being a portion of Lot 3 as shown on that certain Tract No. 5501, recorded in Book 344 of Maps, at Pages 37 and 38, Santa Clara County Records



**MH engineering Co.**

16075 VINEYARD BOULEVARD MORGAN HILL, CA 95037

(408) 779-7381

SCALE: as noted

JOB #: 220052

SHEET

DRAWN BY: miguelm

DATE: June 12, 2024

1 of 1

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of SANTA CLARA

On 12/18/2024 before me, MARIEJO ESTRELLA GOODEN, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared ALIREZA HAJIN MOHSENI  
Name(s) of Signer(s)  
SHAYAN SHARIF

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: GRANT OF PUBLIC SERVICE EASEMENT

Document Date: 12/18/2024 Number of Pages: 4 PAGES INCLUDING CA REC AND EASEMENT

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the deed or grant dated December 18, 2024 from **ALIREZA MATIN, AS MARRIED MAN AS TO AN UNDIVIDED 50% INTEREST AND SHAYAN HAJI SHARIF, A SINGLE MAN AS TO AN UNDIVIDED 50% INTEREST AS TENANTS IN COMMON** to the City of Morgan Hill, a governmental agency, is hereby accepted by order of the City Council by the undersigned officer or agent on behalf of the Council pursuant to authority conferred by Resolution No. 5059 of the Morgan Hill City Council adopted on February 2, 1997, and the grantee consents to recordation thereof by its duly authorized officer.

Recommended for Approval:

CITY OF MORGAN HILL

  
\_\_\_\_\_  
Scott C. Creer, City Engineer

  
\_\_\_\_\_  
Christina J. Turner, City Manager

Date: 7/22/25

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Donald A. Larkin, City Attorney

# NOTICE

Attached is the document you (or someone on your behalf) requested. As required by Section 12956.1(b)(1) of the California Government Code, please take note of the following:

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

If this cover page is a copy which has been transmitted to you by facsimile, email or other form of electronic transmission, please note that the notice above appears in the original cover page in 14-point bold face type.

when recorded mail to:

Richard L. Lloyd  
c/o Title Insurance & Trust Company  
110 West Taylor Street  
San Jose, California 95110  
S.J. 349930

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RECORDED AT THE REQUEST OF  
Title Insurance and Trust Company  
AUG 19 1974 8:00 AM  
George A. Mann, Recorder  
SANTA CLARA COUNTY, OFFICIAL RECORDS

DECLARATION OF PARK PLAZA PROFESSIONAL PARTNERS

DECLARATION made this 17th day of June,

1974, by Park Plaza Professional Partners, a limited partnership having its principal office at 17215 Copper Hill Drive, Morgan Hill, California hereinafter referred to as Declarant:

WITNESSETH: WHEREAS, The Declarant is the owner in fee simple of the property described as: Tract 5501, which map was filed for record on August 19, 1974 in Book 344 of Maps, at Pages <sup>37</sup> 38 SCCR, which is zoned for professional use into parcels on which the buyers intend to construct buildings that will create a professional office complex; and

WHEREAS, Declarant intends to subdivide the aforementioned property into real estate parcels under the provisions of Section 11,000 - 11,023 inclusive, of the Business and Professional Code of the State of California, hereinafter referred to as the Real Estate Law; and

WHEREAS, the subdivision created will involve the purchase of parcels by several different owners; and

WHEREAS, all of said owners will have common interest in the orderly construction and progress of the development, its appearance, maintenance and preservation; and

WHEREAS, under the said Real Estate Law, the rights, privileges and obligations of the Declarant, parcel owners, Architectural Maintenance Association, Mortgagees and others who may be interested therein, must be specifically stated;

NOW, THEREFORE, the Declarant does pursuant to the Real Estate Law declare on behalf of itself, its successors and assigns, and

all persons having or seeking to acquire any interest of any nature whatsoever in this development, as follows:

Article I: Statement of Intention: The Declarant states that it is the owner in fee simple of and hereby submits the property hereinafter described to the provisions of the Real Estate Law and the laws of the State of California.

Article II: Description of Property: All of tract No. 5501 Park Plaza Professional Partners, a map of which was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on August 19, 1974 in Book 344 of Maps, at Pages 37 & 38.

The property is bounded by Crest Avenue on the West, Berry Court to the North, Santa Teresa Expressway (Hale Avenue) on the East and Morgan Hill City Park to the South.

Article III: Property Use: The Declarant will subdivide the property into nine (9) separate parcels and sell each of said parcels to allow the construction and subsequent maintenance of an office building and surrounding grounds on each parcel, subject to the provisions of this entire Declaration.

Article IV: Effective Date: This Declaration becomes effective immediately upon recordation in the office of the Recorder of the County of Santa Clara and the property described herein shall be and continue to be subject to each and all the terms hereof until this declaration is terminated or abandoned according to the provisions of this Declaration.

Article V: Definitions: The following terms in this Declaration are defined as follows:

Assessment: That portion of the cost of maintaining, repairing, operating and managing the property which is to be paid by each parcel owner as determined by the Directors.

Association: Is the Architectural-Maintenance Association, an unincorporated association, membership in which shall be limited to owners as hereinafter defined.

Board: Shall mean the Board of Directors who are members of the Association authorized and directed to manage and operate the development and progress of the professional office complex as provided in this Declaration, Constitution and By-Laws.

Common Charges: Those common expenses, such as driveway and parking lot sweeping and cleaning, street lighting repair and replacement, curb maintenance and repair, P. G. and E. service, water, trash collection, gardening and ordinary repair and upkeep of landscaping area, insurance, and a ready reserve for any other such purposes as determined by the board, which shall be incurred for the benefit of the property as a whole.

Common Expenses: Include the actual and estimated expenses of operating the property and any reasonable reserve for such purposes as found and determined by the Board and all sums designated common expenses by or pursuant to this Declaration, Constitution or By-Laws of the Architectural-Maintenance Association.

Consulting Architect: Shall be a member of A. I. A. whom the Board shall designate to review and make recommendations to the Board concerning all architectural and landscaping plans for proposed buildings.

Declarant: Its successors and assigns, as the maker of this Declaration, the seller, and the grantor in the deeds out of the subdivision.

Owner: The holder of record of fee title to parcel.

Parcel: Each of the nine (9) lots subdivided.

Person: A natural person, a corporation, partnership, trustee or other legal entity.

Professional Office Complex: The property or premises as fully developed.

Property or Premises: The land to be split into nine (9) parcels of a total acreage of 4.05 acres zoned for professional use.

Subdivision: The property split into nine (9) parcels.

Article VI: Architectural-Maintenance Association:

1. Declarant does hereby declare that the affairs of the development shall be governed and controlled under this Declaration, the Constitution, and By-Laws consistent herewith by an Architectural-Maintenance Board hereinafter called the Board. The Board shall be composed of not less than three nor more than five parcel owners owners as Directors who shall be elected by a majority vote of five votes, one vote per each parcel for each position available. Until all nine (9) parcels have been sold, the Board shall consist of James L. Schilling, H.J. Day, William C. Holley and William B. Orrock. When the last parcel has been sold, the parcel owners shall meet pursuant to the Constitution and By-Laws and elect the new Directors of the Board.

2. The Association's architectural aspect by action of the Board shall consist of the following.

a. Approve only those plans and specifications which reflect the general aesthetic character of the subdivision which is intended to be California Spanish in nature by the use of such building materials as masonry, heavy wood beams, concrete or clay tile roofing, ornamental light fixtures and masonry or stucco walls. Proposed structures should be harmonious with existing buildings, if any.

b. Appoint a consulting architect to review all construction plans and specifications, and landscaping plans submitted for approval and report to the Board within 30 days of receipt of said plans.

c. Notify all applicants in writing within 30 days after receipt of the consulting architect's report whether his plans and specifications have been approved, rejected, or approved with modifications by the Board. Such notice shall contain all reasons for rejection or modification, if any.

d. Set standards for signs and other advertising on the premises, if any; set standards for covered waste and trash receptacles as well as their location on each parcel.

e. Review any and all suggested improvements to existing building exteriors to insure that the improvements are in harmony with the existing building.

f. Enforce all provisions of this Declaration, Constitution and By-Laws, by legal action if necessary.

3. The Association's maintenance aspect by action of the Board shall consist of the following.

a. Ensure that the exterior appearance of the development is clean, neat, attractive and maintained.

b. Assess and collect minimum dues of \$75.00 per month on the first of each month for each parcel owned for common expenses and a reserve, and assess additional dues, if necessary, for each parcel based on a formula derived from the amount of services each parcel requires.

c. Elect officers, have regular meetings and conduct its business, pursuant to the Constitution, By-Laws, and this Declaration.

d. Exercise its right to enter upon each parcel in order to maintain and repair existing curbs, walkways, driveways, sweeping, driveway lighting, street signs, location signs, entry-way signs (individual office signs are the responsibility of the parcel owners), existing landscaping, including watering, thereof; and, otherwise, ensure that the general exterior appearance of

the development is maintained at a high professional quality in order to protect the investment of each parcel owner,

e. The Association shall not be responsible for maintaining or replacing exotic or non-business landscaping, not for paving, striping or maintaining parking areas. The individual parcel owner shall be responsible. If after written notice from the Board to repair, stripe or replace, the owner has not completed the suggested action within 30 days from the mailing of said notice, the Board may complete said action and assess the responsible parcel owner for the actual cost incurred plus any administrative costs thereby incurred.

f. Obtain workman's compensation insurance to the extent necessary to comply with any applicable laws; and a policy or policies insuring the Board and the Association against any liability to the public or to the owners of parcels, incident to the ownership and or use of the project, and including the personal liability exposure of the members of the Board acting in the official capacity as Directors. Limits of liability under such insurance shall not be less than \$200,000.00 for any one person injured, \$1,000,000.00 for any one accident and \$200,000.00 for property damage, (such limits and coverage to be reviewed at least annually by the Board and increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

g. Collect delinquent assessments by legal action, if deemed necessary.

4. Neither the Board members nor the Association shall be liable to any parcel owner, lessee, assignee, sublessee or successor in interest for any act or omission, unless such act or omission was made in bad faith.

Article VII: Parcel Owner's Responsibilities:

1. No parcel owner shall do any of the following without prior approval of the Board.

a. Construct or begin to construct any building or other structure or vary from the plans and specifications.

b. Place any trash or waste receptacle on the premises.

c. Make exterior improvements to an existing building.

d. Erect signs or exterior signs on the premises.

2. Additional duties of parcel owners are as follows:

a. No structures, buildings, tents, vehicles or objects of any kind shall be placed on any parcel prior to construction of any office building thereon. Upon commencement of construction only those objects necessary or convenient for constructing an office building shall be allowed on the premises.

b. All power, telephone, and utility lines, pipes, wires and conduits on a parcel, to the extent that they are outside the exterior walls of the building, shall be placed underground.

c. No gas, propane, butane or other type of storage tanks shall be permitted unless such are not visible from neighboring properties and Crest Avenue, Santa Teresa Expressway (Hale Avenue) and Berry Court.

d. No antenna of any type shall be installed or maintained on any parcel, where such antenna is visible from any other parcel or within 1/4 mile of any boundary of the subdivision.

e. The maintenance and repair of a building and fence on a

parcel is the responsibility of the parcel owner.

- f. Pay all costs for consulting architect's fees incurred on his parcel.
- g. Pay dues and assessments for common expenses when due.
- h. Allow access to the Association, its agents or employees for services deemed necessary or convenient by the Board for the repair, where applicable, and for the maintenance of the premises.
- i. Abide by the provisions of this Declaration, the Constitution and By-Laws.

Article VIII: Liens and Attorney Fees:

1. Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the owner against whom the same are assessed. The amount of any assessment whether regular or special, assessed to the owner of any parcel plus interest at 7%, and costs, including reasonable attorney's fees, shall become a lien upon such parcel upon recordation of a notice of assessment as provided in Section 1356 of the Civil Code.
2. A certificate executed and acknowledged by a majority of the Board stating the indebtedness secured by a lien upon any parcel created hereunder, shall be conclusive upon the Board and the owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner upon request at a reasonable fee, not to exceed \$15.00.
3. Any such lien may be foreclosed by appropriate action in Court or in the manner provided by law for the foreclosure of a mortgage under power of sale. Any action in Court brought to foreclose such a lien shall be commenced prior to the expiration

of said lien as provided in Section 1356 of the Civil Code. In the event such foreclosure is by action in Court, reasonable Attorney's fees which shall be fixed by the Court, shall be allowed. In the event the foreclosure is as in the case of a mortgage under power of sale, the Board, or any person designated by it in writing, shall be deemed to be acting as the agent of the lienor and shall be entitled to actual expenses and such fees as may be allowed by law, or as may be prevailing at the time the sale is conducted.

4. In a voluntary conveyance of a parcel, the grantee of the same shall be jointly and severably liable with the selling owner for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from selling owner the amounts paid by the grantee therefore. However, any such grantee shall be entitled upon written request therefore, to a statement from any officer of the Association and such grantee shall not be liable for, nor shall the parcel conveyed be subject to a lien for any unpaid assessment made by the Association against the selling owner in excess of the amount set forth in the statement, provided, however, the grantee shall be liable for any such assessment becoming due after the date of any such statement.

Article IX: Mortgage Protection: Notwithstanding all other provisions hereof;

a. Where the mortgagee of a first mortgage (for all purposes herein, a mortgage includes a mortgage, a mortgage with a power of sale, or deed of trust) of record or other purchaser of a parcel obtains title to the same as a result of foreclosure of any

such first mortgage, such acquirer of title, his successors and assigns shall not solely be liable for the share of the common expenses or assessments by the Association chargeable to such parcel which became due prior to the acquisition of title to such parcel by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all the parcels including such acquirer, his successors and assigns;

b. The lien created hereunder upon any parcels shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value provided that after the foreclosure of any such mortgage there may be a lien created pursuant to Article VIII hereof, in the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an owner after the date of such foreclosure sale which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein;

d. By subordination agreement executed by a majority of the Board, the benefits of a., and b., above may be extended to mortgages not otherwise thereto;

e. No breach of any of the covenants, conditions, restrictions, limitations or uses herein contained shall defeat or render invalid the lien of any mortgage made in good faith and for value, but all of said matters shall be binding upon any owner whose title is derived through foreclosure or trustee sale.

Article X: Termination: This Declaration shall terminate at

the end of twenty (20) years from the date of recordation.

Article XI: Severability: In the event that any provision of this Declaration is declared judicially invalid by a final decree or judgment of a Court of competent jurisdiction, the remaining provisions are severable and shall remain valid.

In witness whereof, we, the undersigned, all the general partners of Park Plaza Professional Partners, a limited partnership, have set our hands.

Park Plaza Professional Partners,  
a limited partnership

Wm. B. Orrock  
Wm. B. Orrock

H. J. Day  
H. J. Day

William C. Holley  
William C. Holley

James Schilling  
James Schilling

79-402 C  
(Partnership)

(TI)

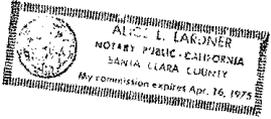
STATE OF CALIFORNIA }  
 COUNTY OF Santa Clara } ss.  
 On June 17, 1974

before me, the undersigned, a Notary Public in and for said State, personally appeared  
Wm. B. Orrock, H. J. Day, William C. Holley, and  
James Schilling

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

WITNESS my hand and official seal.

Signature: [Signature]  
 Name (Typed or Printed)



(This area for official notarial seal)

The undersigned being the beneficiary and the trustee under that certain Deed of Trust recorded December 29, 1972 in Book 0126, at Page 23R, Santa Clara County Official Records, do hereby subordinate same to the above Declaration of Restrictions executed by Park Plaza Professional Partners, a limited partnership, and we agree that any sale made under the provisions of said Deed of Trust shall be subject to said Declaration of Restrictions.

The Beneficiary hereby directs the Trustee to execute this subordination.

COAST BERRY GROWERS CO.,  
a California Corporation-Beneficiary

By *Henry J. ...*

By *Estay ...*

FIRST AMERICAN TITLE INSURANCE  
COMPANY, a California Corporation  
-Trustee

By *Carl ...*  
CARL ...

By *David ...*

TO 440  
(Corporation)

STATE OF CALIFORNIA }  
COUNTY OF Santa Clara } SS.

B C46 001358

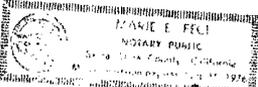
TI

On June 14, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared Kenzo Yoshida,  
known to me to be the President, and Betsy Shikuma  
known to me to be the Treasurer Secretary of the corporation that executed the within instrument.  
I know to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Marie E. Feci

Marie E. Feci  
Name (Typed or Printed)



(This area for official notarial seal)

TO 440 C  
(Corporation)

STATE OF CALIFORNIA }  
COUNTY OF Santa Clara } SS.

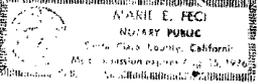
TI

On August 15th, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared Carl Cookson,  
known to me to be the Asst. Secretary ~~xxxxx~~ and Sharon Lang  
known to me to be the Asst. Secretary of the corporation that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Marie E. Feci

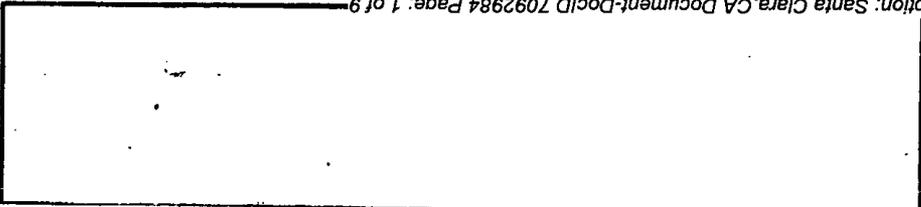
Marie E. Feci  
Name (Typed or Printed)



(This area for official notarial seal)

STAPLE HERE

STAPLE HERE



7092984

AND WHEN RECORDED MAIL TO:  
Steven H. Goldfarb  
Goldfarb & Lipman  
1333 Broadway, Suite 825  
Oakland, California 94612

RECORDED  
City of Morgan Hill  
6169 PAGE 340 JUN 23 1981

SANTA CLARA COUNTY  
REGISTERED

D/S

STATEMENT OF INSTITUTION OF REDEVELOPMENT PROCEEDINGS

PLEASE TAKE NOTICE that proceedings for the redevelopment of the Ojo de Agua Community Development Project Area have been instituted under the California Community Redevelopment Law, Health & Safety Code Sections 33000 et seq.

The Ojo de Agua Project Area is situated in the City of Morgan Hill, County of Santa Clara, State of California, and is more particularly described on Exhibit A attached hereto and by this reference made a part hereof.

This Statement is made and filed pursuant to Health & Safety Code Section 33373.

Dated: June 4, 1981

CITY OF MORGAN HILL

By Madge Soares  
Madge Soares  
City Clerk

(seal)

JUN 23 1981

EXHIBIT A

OJO DE AGUA COMMUNITY DEVELOPMENT

May 7, 1981

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PARCEL A

BEING a portion of Rancho La Laguna Seca, Rancho Ojo De Agua de La Coche, and Rancho San Francisco de las Llagas located within the County of Santa Clara, State of California and more particularly described as follows:

BEGINNING at a point on the Northeasterly line of Monterey Road, as the same existed prior to November 12, 1937, at the most Southerly corner of that certain 43.43 acre parcel of land described in the Deed from Peter Reggio, et ux, to Victor Reggio, recorded December 2, 1930 in Book 546 of Official Records, page 30, Santa Clara County Records; thence along the Southeasterly line thereof, North 50° 30' East 401.00 feet; thence South 39° 31' East 1,032.75 feet to the Northwesterly line of Burnett Avenue North 50° 18' East 628.18 feet; thence North 39° 31' West 1,048.11 feet to said Southeasterly line; thence along said Southeasterly line North 48° 56' 30" East 867.15 feet; thence South 41° 14' 30" East 231.29 feet; thence South 45° 46' 30" West 155.12 feet; thence South 41° 14' 30" East 241.17 feet to the Southerly line of Burnett Avenue; thence along said Southerly line, South 50° 48' West 324.2 feet more or less to the most Northerly corner of Parcel 1 as described in that deed to Albert C. Reggio, et ux., recorded January 27, 1955 in Book 3070 of Official Records at page 128, Santa Clara County Records; thence along the Easterly line thereof South 39° 08' East 872.85 feet; thence along the Southerly line of said Parcels 1 and 2 as described in that deed to Albert C. Reggio, South 52° 15' West 1,107.87 feet thence parallel with the westerly lines of Lots 16, 17, and 18 as shown on that certain map entitled "Pebbles Tract," recorded in Book "B" of Maps at page 63, Santa Clara County Records and 35.00 feet distant therefrom at right angles South 39° 30' East 300.00 feet; thence along the Southerly lines of Lots 3 and 18 as shown on said map, North 51° 55' East 445.80 feet to the centerline of Taylor Avenue; thence along said centerline South 39° 23' 15" East 1,246.90 feet to the Southeasterly corner of Lot 30 as shown on said map and the Northerly line of Lot A as shown on that certain map entitled "Map of the Subdivision of the Cairns tract in the Rancho La Laguna Seca," recorded in Book "I" of Maps at page 91, Santa Clara County Records; thence along said Northerly line thereof North 51° 03' East 4,326.80 feet to the most Easterly corner of said Lot A; thence South 10° West 325.01 feet; thence South 53° 15' East 1,769.46 feet to the centerline of Cochran Road; thence along said centerline South 51° 02' West 1,475 feet, more or less, to the intersection thereof with the northwesterly prolongation of the southwesterly line of that 11.84 acre parcel deeded to Transamerica Title Insurance Company on August 15, 1973 in Book 0519 of Official Records at page 314 and 315, Santa Clara County Records; thence along said northwesterly prolongation of the southwesterly line of 11.84 acre parcel, South 35° 55' 52" East 55 feet, more or less, to the northwesterly corner of said 11.84 acre parcel; thence along the northwesterly and northeasterly line of 11.84 acre parcel, North 76° 06' 01" West 132.71 feet; thence along a tangent curve to the right, having a radius of 192.00 feet and a central angle of 62° 23' 37", an arc length of 209.08 feet; thence South 41° 30' 22" East 994.75 feet; thence along a tangent curve to the right, having a radius of 5,000.00 feet and a central angle of 3° 11' 28", an arc length of 278.48 feet; thence South 38° 10' 54" East 244.04 feet to the most easterly corner thereof; thence along the northwesterly line of Parcel 1 and the southeasterly prolongation thereof, as shown on record of survey

C169 342

map recorded in Book 130 of Maps at page 17, Santa Clara County Records, South 35° 53' 52" East 1,667.69 feet to the northerly line of Morgan Hill Ranch Map No. 5, as recorded in Book "C" of Maps at page 67, Santa Clara County Records; thence along said northerly line, South 45° 23' 36" West 1,578 feet, more or less, to the northwesterly corner of Lot 2 as shown on that certain map entitled "Map of the Old Homestead Tract," as recorded in Book "D" of Maps at page 39, Santa Clara County Records; thence along the westerly line of Lot 2, South 44° 37' East 993.14 feet; thence parallel to the centerline of East Central Avenue and Northerly 20.00 feet distant therefrom at right angles, North 45° 23' East 489.00 feet to the centerline of East Lane; thence along said centerline and the Easterly line of Lot 1 as shown on said map South 44° 37' East 1,015.41 feet to the centerline of East Main Avenue; thence along the Easterly line of Lot 29 as shown on that certain map entitled "Catherine Dunne Ranch Map, No. 1," recorded in Book "F" at page 11, Santa Clara County Records, South 44° 37' East 250.00 feet; thence parallel with the centerline of East Main Avenue and 250.00 feet distant therefrom at right angles, South 45° 23' West 429.00 feet to the Westerly line of said Lot 29; thence along the Westerly line of Lots 24 and 51, as shown on said map, South 44° 37' East 1,816.82 feet to the centerline of Diana Avenue; thence along the Westerly line of Lot 74 as shown on said map, South 25° 29' East 580.01 feet thence along the Northerly line of Lots 74 and 90 as shown on that certain map entitled "Morgan Hill Ranch Map No. 1," recorded in Book "F" at page 4, Santa Clara County Records North 64° 31' East 870.48 feet; thence along the Easterly line of said Lot 90, South 25° 29' East 1,107.48 feet to the Southerly line of East Dunne Avenue; thence along said Southerly line of East Dunne Avenue as shown on that certain map entitled "Catherine Dunne Ranch Map No. 5," recorded in Book "I" at page 59, Santa Clara County Records, South 64° 31' West 121.44 feet; thence along the Westerly line of said Lot 28, South 25° 29' East 792.00 feet; thence along the northerly line of Lot 54 as shown on said map South 64° 31' West 528.00 feet; thence along the Westerly line of said Lot 54, South 25° 29' East 825.00 feet to the centerline of San Pedro Avenue; thence along the Westerly line of Lot 66 as shown on said map, South 25° 29' East 825.00 feet to the Northeastery corner of Lot 15 as shown on that certain map entitled "Catherine Dunne Ranch Map, No. 7," recorded in Book "L" at page 26, Santa Clara County Records; thence along the Easterly line of said Lot 15, South 25° 29' East 825.00 feet to the centerline of Barrett Avenue; thence along the centerline of Barrett Avenue and Southerly line of said Lot 15 and Lot 16 as shown on said map, South 64° 31' West 1,056.00 feet; thence along the Westerly line of Lots 23 and 54 as shown on said map, South 25° 29' East 1,650.00 feet to the centerline of Tennant Avenue; thence along the Easterly line of Lot 58 as shown on said map, South 25° 29' East 825.00 feet; thence along the Southerly line of Lots 57 and 58 as shown on said map, South 64° 31' West 872.83 feet to the Westerly line of Railroad Avenue; thence along said Westerly line, North 39° 25' West 893.46 feet to the centerline of Tennant Avenue; thence along said centerline and the Southerly line of Lot 56 as shown on said map, North 64° 31' East 569.65 feet; thence along the Easterly line of said Lot 56, North 25° 29' East 825.00 feet; thence along the Northerly line of said Lot 56, South 64° 31' West 774.44 feet to the Westerly line of Lot 56; thence South 39° 25' East 894.88 feet to the centerline of Tennant Avenue; thence along said centerline, South 64° 31' West 185.84 feet to the Northeastery corner of Lot 142 as shown on said map; thence along the Easterly line of said Lot 142, South 39° 25' East 849.88 feet; thence North 51° 25' East 100.00 feet; thence along the Easterly lines of Lots 142 and 134 South 39° 25' East 1,038.97 feet to the Northerly line of Fisher Avenue; thence along said feet to the Northerly line of Fisher Avenue; thence along the Northerly line, North 64° 31' East 757.74 feet; thence along the Easterly line of Lots 91 and 93, South 25° 29' East 854.70 feet; thence along the Southerly line of said Lot 93, South 64° 31' West 503.89 feet to the Westerly line of Railroad Avenue; thence along the said Westerly line, North 39° 25' West 732.07 feet; thence South 64° 27' West 62.40 feet to the Easterly line of Lot 15 as

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shown on that certain map entitled "Henri Martens Subdivision, No. 2," recorded in Book 39 of Maps of Santa Clara County Records; thence along the Northerly line of that 9.81 acre parcel deeded to Carl J. Christensen on August 4, 1976 in Book C186 of Official Records at page 60, Santa Clara County Records and parallel with the Northerly line of said Lot 13, South 64° 27' West 1,867.50 feet to the Easterly line of Monterey Road; thence continuing along the projection of said Northerly line, South 64° 27' West 45.6 feet more or less to the intersection of said Northerly line with the centerline of Monterey Road; thence along the centerline of Monterey Road as shown on that certain map entitled "Fitzgerald Tract Map," as recorded in Book "F" of Maps at page 5, Santa Clara County Records, South 51° 40' East 918.4 feet more or less to the centerline of Watsonville Road as shown on said map; thence along said centerline, South 32° 35' West 2,265 feet more or less to the most Southerly corner of Lot 2 of said Fitzgerald Tract; thence along the Southwesterly line of Lots 2 and 3 of said Tract, North 51° 40' West 1,609.86 feet to the Southwesterly corner of Tract 5863 "Hidden Creek Unit No. 5," as recorded in Book 381 of Maps at pages 12, 13 and 14; thence along the Southeastery and Northeastery tract boundary, North 38° 20' East 807.00 feet and North 51° 40' West 145.00 feet to the Southeastery line of La Crosse Drive; thence across La Crosse Drive, North 51° 40' West 70.00 feet to the Northwesterly line of La Crosse Drive; thence along the Northwesterly line of La Crosse Drive, North 38° 20' East 91.00 feet; thence along a tangent curve to the left having a radius of 45.00 feet and a central angle of 27° 59' 19", a distance of 202.72 feet to the most Southerly corner of Lot 58 of said Tract No. 5863; thence along the Southeastery and Southwesterly line of Lot 58 these following 21 courses:

1. North 62° 45' 11" West 108.50 feet,
2. North 52° 31' 07" West 51.97 feet,
3. North 45° 21' 18" West 59.96 feet,
4. North 38° 00' 13" West 55.96 feet,
5. North 31° 12' 05" West 59.10 feet,
6. North 34° 46' 51" West 69.94 feet,
7. South 72° 04' 31" West 91.33 feet,
8. South 21° 53' 57" West 20.00 feet,
9. along a curve to the left from a tangent bearing of North 68° 04' 03" West, having a radius of 45.00 feet and a central angle of 96° 53' 01", a distance of 76.09 feet,
10. North 74° 57' 04" West 20.00 feet,
11. South 54° 27' 21" West 101.20 feet,
12. South 44° 47' 05" West 111.22 feet,
13. South 08° 15' 56" East 20.00 feet,
14. along a curve to the left from a tangent bearing of South 83° 44' 04" West, having a radius of 45.00 feet and a central angle of 96° 53' 01", a distance of 76.09 feet,
15. South 76° 51' 03" West 20.00 feet,
16. South 27° 33' 21" West 110.36 feet,
17. South 26° 41' 12" West 101.53 feet,
18. South 17° 07' 35" East 20.00 feet,
19. along a curve to the left from a tangent bearing of South 72° 52' 25" West, having a radius of 45.00 feet and a central angle of 92° 22' 36", a distance of 72.55 feet,
20. South 70° 29' 59" West 20.00 feet, and
21. South 26° 41' 12" West 90.12 feet to the Southwesterly boundary of said Tract No. 5863; thence along the Southwesterly boundary of Tract 5863, South 51° 40' East 492.50 feet to the Northwesterly line of La Crosse Drive; thence along said Northwesterly line, South 38° 20' West 116.28 feet; thence along a tangent curve to the right having a radius of 465.00 feet and a central angle of 9° 14' 53", a distance of 75.06 feet; thence along a tangent curve to the left having a radius of 535.00 feet and a central angle of 9° 14' 53", a distance of 86.36 feet to the Northeastery line of Tract No. 5779, "Hidden Creek, Unit No. 3," as recorded in Book 373 of Maps at pages 19, 20, 21, and 22; thence continuing along the Northwesterly line of La Crosse Drive, South 38° 20' West 180.00 feet; thence along the Southwesterly

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Southeasterly line of Lot 58 of said Tract No. 5779, North 31° 40' West 123.00 feet and South 69° 17' 49" West 8.31 feet; thence along a curve to the left from a tangent bearing of North 20° 42' 11" West, having a radius of 50.00 feet and a central angle of 51° 55' 39", a distance of 54.04 feet; thence North 7° 22' 10" East 8.31 feet, North 51° 40' West 122.00 feet, and South 63° 16' 56" West 441.92 feet to the most Easterly corner of Lot 46 of Tract No. 5862 "Hidden Creek, Unit No. 4"; thence along the Southeasterly and Southwesterly line of Lot 46, these following 11 courses:

1. South 63° 16' 56" West 123.76 feet,
2. South 04° 14' West 8.30 feet,
3. along a curve to the left from a tangent bearing of North 85° 46' West, having a radius of 50.00 feet and a central angle of 61° 52' 34", a distance of 54.00 feet,
4. North 57° 38' 34" West 8.41 feet,
5. South 63° 29' 20" West 130.18 feet,
6. South 51° 56' 21" West 125.24 feet,
7. South 07° 05' 49" East 8.31 feet,
8. along a curve to the left from a tangent bearing of South 82° 54' 11" West, having a radius of 50.00 feet and a central angle of 61° 55' 39", a distance of 54.04 feet,
9. North 69° 01' 28" West 8.31 feet,
10. South 51° 56' 21" West 422.93 feet, and
11. North 51° 35' 19" West 66.85 feet to the most Westerly corner of Lot 46 and Tract 5862 in the Southwesterly line of Lot 6 of the Fitzgerald Tract; thence along said Southwesterly line, North 51° 35' 19" West 629.36 feet; thence along a curve to the right from a tangent bearing of South 78° 56' 02" East, having a radius of 337.00 feet and a central angle of 27° 20' 43", a distance of 256.29 feet; thence along these following 10 courses:

1. South 51° 35' 19" East 267.07 feet,
2. North 50° 20' 30" East 91.39 feet,
3. along a curve to the right from a tangent bearing of South 31° 39' 30" East, having a radius of 370.00 feet and a central angle of 02° 19' 24", a distance of 15.00 feet,
4. North 60° 39' 34" East 60.00 feet,
5. North 62° 45' 14" East 103.06 feet,
6. North 53° 23' 21" East 314.19 feet,
7. North 57° 30' 38" East 275.27 feet,
8. North 63° 16' 56" East 569.38 feet,
9. along a tangent curve to the left, having a radius of 325.00 feet and a central angle of 36° 35' 44", a distance of 207.58 feet,
10. North 26° 41' 12" East 166.84 feet to the Southwesterly line of Tract No. 6041, "Hidden Creek Unit No. 6" as shown on Map recorded in Book 437 of Maps at pages 53, 54, 55 and 56; thence along the Northwesterly line of Lot 60 Tract No. 6041, these following 12 courses:

1. North 26° 41' 12" East 112.26 feet,
2. North 17° 07' 35" West 20.00 feet,
3. along a curve to the left from a tangent bearing of North 72° 52' 25" East, having a radius of 45.00 feet and a central angle of 92° 22' 26", a distance of 72.55 feet,
4. North 70° 29' 59" East 20.00 feet,
5. North 26° 41' 12" East 182.43 feet,
6. North 6° 25' 34" West 29.00 feet,
7. along a curve to the left from a tangent bearing of North 83° 34' 26" East, having a radius of 45.00 feet and a central angle of 89° 22' 25", a distance of 70.19 feet,
8. North 47° 23' 20" East 263.90 feet,
9. along a curve to the left from a tangent bearing of South 82° 18' 14" East having a radius of 45.00 feet and a central angle of 83° 26' 51", a distance of 65.34 feet,
10. South 75° 45' 07" East 20.00 feet,
11. North 62° 08' 01" East 103.38 feet,
12. North 36° 55' 49" West 124.73 feet to a point in the Northeastly boundary of Tract No. 6041; thence along said Northeastly tract boundary North 85° 59' 32" West 9.54 feet to the intersection thereof with the Southwesterly line of Area

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designated as flood plain on a Parcel Map recorded in Book 403 of Maps at pages 18 and 19; thence along said Southwesterly line and the Northwesterly line of area designated Flood plain, along a curve to the right from a tangent bearing of North 37° 08' 47" curve having a radius of 582.02 feet and a central angle of 51° 08' 47", a distance of 519.35 feet; thence North 44° East 188.40 feet to the Northwesterly line of parcel 3 as shown on said Parcel Map; thence along said Northwesterly line, North 46° 52' 10" East 4.48 feet to a 3/4" iron pipe; thence along the Southerly projection of the Southwesterly line of Parcel 1 as shown on Parcel Map recorded in Book 403 of Maps at page 40, North 24° 29' West 266.65 feet; thence along the Southwesterly line of said Parcel 1, North 24° 29' West 321.46 feet to the centerline of Edmundson Avenue; thence along the centerline of Edmundson Avenue, South 55° 44' West 477.84 feet; thence along the centerline of Edmundson Avenue, North 24° 29' West 2,157.54 feet to a point in the line common to Lots 16 and 18 of said "Catherine Dunne Ranch Map, No. 3" as shown on map thereof recorded in Book "H" of Maps at page 65; thence continuing along the centerline of Edmundson Avenue, South 55° 44' West 477.84 feet; thence parallel with the centerline of Sunset Avenue, North 24° 29' West 2,157.54 feet to a point in the line common to Lots 16 and 18 of said "Catherine Dunne Ranch Map, No. 3", thence along the line common to Lots 16 and 18, South 65° 31' West 158.46 feet more or less to the corner common to Lots 18 and 19 of said "Catherine Dunne Ranch Map, No. 3", thence along the line common to Lots 18 and 19, North 24° 29' West 956.00 feet; thence parallel with the centerline of Spring Avenue and 430.00 feet southwesterly with the centerline of Spring Avenue, South 65° 31' West 230.32 feet; thence at right angles therefrom, South 65° 31' West 2,488.32 feet more or less to the centerline of DeWitt Avenue; thence along the centerline of DeWitt Avenue, North 2° 57' West 982.08 feet to the most northerly corner of Lands of William O. Tibbitts and Patricia A. Tibbitts, his wife, as recorded in Book 8397 of Official Records at page 545; thence South 87° 03' West 30.00 feet to the Southwesterly line of DeWitt Avenue; thence along said Southwesterly line, North 2° 57' West 667.92 feet to a point which bears South 87° 03' West 30.00 feet from the centerline intersection of Dunne and DeWitt Avenue as shown on Map of Tract 2200 "Crestview Terrace, Unit No. 2" as recorded in Book 102 of Maps at page 18; thence continuing along the Southwesterly line of DeWitt Avenue as shown on said Tract Map, along a tangent curve to the right, having a radius of 145 feet and a central angle of 21° 46' 30", a distance of 58.91 feet; thence along a tangent curve to the left having a radius of 225 feet and a central angle of 53° 41' 30", a distance of 210.85 feet; thence North 34° 52' West 444.44 feet to the centerline of Alkira Avenue; thence continuing along the Southwesterly line of DeWitt Avenue, North 34° 52' West 200.23 feet; thence along a tangent curve to the right having a radius of 288.93 feet and a central angle of 30° 08' 12", a distance of 151.97 feet; thence along a tangent curve to the left having a radius of 228.93 feet and a central angle of 30° 08' 12", a distance of 120.42 feet; thence North 14° 52' West 233.23 feet to the Northwesterly line of West Main Avenue as shown on Map of Tract No. 440 "Claremont Heights," recorded in Book 13 of Maps at pages 18 and 39; thence along the Northwesterly line of West Main Avenue, North 55° 08' East 750.00 feet to the Southwesterly line of Peak Avenue; thence along the Southwesterly line of Peak Avenue, North 34° 52' West 1,517.10 feet to the intersection thereof with the Southwesterly prolongation of the Northwesterly line of Heidi Drive as shown on Map of Tract No. 3507 and recorded in Book 184 of Maps at page 36; thence along the Northwesterly line of Heidi Drive and the Southwesterly prolongation thereof, North 55° 08' East 650.50 feet to the Southwesterly line of Crest Avenue; thence along said Southwesterly line and the Northwesterly prolongation thereof, North 34° 52' West 255.00 feet to a point in the Northwesterly line of Longview Drive as shown on Map of Tract 1980 as recorded in Book 85 of Maps at page 37; thence along the Northwesterly line of Longview Drive, North 55° 08' East 537.02 feet to the Southwesterly line of Hill Avenue; thence along the Southwesterly line of Hill Avenue, North 34° 52' West 211.30 feet

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to the Southeastery line of Wright Avenue; thence along said Southeastery line, South 55° 08' East 1,254.52 feet to the centerline of Peak Avenue; thence along the Southwestery line of Parcels A and B as shown on Parcel Map recorded in Book 263 of Maps at page 3, North 34° 52' West 330.00 feet; thence along the Southwestery line of Lot 49 of "Morgan Hill Ranch Map, No. 3" as shown on Map thereof recorded in Book "G" of Maps at pages 20 and 21, North 34° 52' West 552.42 feet to the most Westerly corner of Lot 49; thence along the Northwestery line of Lot 49, North 29° 15' East 96.03 feet to the corner common to Lots 37 and 38 of said "Morgan Hill Ranch Map, No. 3"; thence along the line common the Lots 37 and 38, North 40° 15' West 1,568.82 feet to the centerline of Llagas Avenue; thence along the centerline of Llagas Avenue, North 49° 45' East 217.44 feet to the corner common to Lots 10 and 11; thence along the line common to Lots 10 and 11, North 40° 15' West 2,611.62 feet to the Northerly corner common to Lots 10 and 11; thence along the Northwestery line of Lots 10 and 9, North 57° 58' East 1,201.10 feet to the most Northerly corner of Lot 9; thence along the Northeastery line of Lot 9, South 40° 15' East 1,044.95 feet to the most Southerly corner of Lands of Leo Ludwig as recorded in Book 9939 of Official Records at page 467; thence along the Northeastery line of said Lands of Leo Ludwig, which is also the Northeastery line of Tract No. 3934 as recorded in Book 239 of Maps at page 16, North East 658.02 feet more or less to the most Southerly corner of Lot 3; thence along the Southwestery line of Lot 3 and Lot 2, North 34° 52' West 408.84 feet to the intersection thereof with the Northeastery line of Hale Avenue; thence along the Northeastery line of Hale Avenue, North 19° 05' 45" West 249.47 feet to the intersection thereof with the Northwestery line of Lands of Wesley M. Moran et al., as described in deed recorded in Book 129 of Official Records at page 280; thence along said Northwestery line and the prolongation thereof, North 55° 08' East 740.98 feet more or less to the Southwestery line of Madrons Road; thence along said Southwestery line, South 39° 20' East 292 feet more or less to the line common to Lots 2 and 3; thence along said line, South 55° 08' East 39.72 feet to the Northeastery line of Madrone Road and Southwestery line of the Lands of Southern Pacific Railroad; thence along said Northeastery and said Southwestery line, North 39° 55' West 579 feet more or less to Northerly line of Lot 1 as shown on that certain map entitled "Morgan Hill Ranch Map, No. 3," recorded in Book "G" of Maps at pages 20 and 21, Santa Clara County Records; thence continuing along said Southwestery line of Southern Pacific Railroad, North 39° 55' West 896.03 feet; thence continuing along said Southwestery line, North 39° 50' West 2,876.94 feet to the centerline of Tilton Avenue; thence North 43° 15' East 129 feet more or less to a point in the Northeastery line of Monterey Road, as the same existed prior to November 12, 1937; thence along said Northwestery line, North 39° 30' West 400 feet more or less to the Point of Beginning.

EXCEPTING THEREFROM a portion of Lot 8 as shown on that certain map entitled "Morgan Hill Ranch Map, No. 3," recorded in Book "G" of Maps at pages 20 and 21 and more particularly described as follows:

BEGINNING at the most Easterly corner of Tract No. 3333; thence along the Westerly lines of Lots 6 and 7 as shown on said Morgan Hill Ranch Map, South 34° 52' East 771.26 feet to the centerline of Llagas Avenue; thence along said centerline, South 49° 49' West 140.28 feet; thence North 17° West 769.10 feet to a point in the Southerly line of said Tract No. 3333 which bears North 49° 49' East 24.95 feet from the most Southerly corner thereof; thence North 49° 49' East 269.31 feet to the point of beginning.

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ALSO EXCEPTING THEREFROM a portion of Lots 23, 26, 45, 56, 47 and 48 as shown on that certain map entitled "Morgan Hill Ranch Map, No. 1," recorded in Book "F" of Maps as filed on page 4, Santa Clara County Records and more particularly described as follows:

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BEGINNING at the Northeastly corner of said Lot 23 in the centerline of East Main Avenue; thence along the Easterly line thereof, South 44° 37' East 33.00 feet to the TRUE POINT OF BEGINNING; thence South 44° 37' East 982.50 feet; thence along the Southerly lines of said Lots 24 and 25, North 45° 23' East 856.00 feet; thence along the Easterly line of said Lot 25, North 44° 37' West 982.50 feet to the Southerly line of East Main Avenue; thence North 45° 23' East 429.00 feet; thence along the Easterly line thereof, South 44° 37' East 982.50 feet; thence along the Southerly line of said Lot 26, South 45° 23' West 198.61 feet; thence South 44° 37' East 982.50 feet to a point that bears North 44° 37' East from the centerline of Diana Avenue; thence South 45° 23' West 494.10 feet; thence North 44° 37' 00" West 200.00 feet; thence North 45° 22' East 35.19 feet; thence North 44° 37' West 261.80 feet; thence South 43° 02' 57" West 131.30 feet; thence North 44° 37' West 100.00 feet; thence North 18° 52' 43" East 35.62 feet; thence along a curve to the right with a back tangent bearing of north 71° 07' 17" west and a radius of 45.00 feet through a central angle of 36° 42' 47" for a distance of 28.83 feet; thence South 55° 35' 30" West 28.35 feet; thence along a curve to the right with a back tangent bearing of North 63° 43' 05" West and a radius of 45.00 feet, through a central angle of 39° 38' 28" for a distance of 31.11 feet; thence North 44° 37' West 103.00 feet; thence South 45° 23' 00" West 15.00 feet; thence South 44° 37' East 105.00 feet; thence South 22° 47' 46" West 36.23 feet; thence along a curve to the right with a back tangent bearing of South 67° 12' 14" East and a radius of 45.00 feet, through a central angle of 39° 29' 47" for a distance of 31.02 feet; thence North 62° 17' 13" East 33.29 feet; thence South 44° 37' East 223.40 feet; thence South 26° 07' 38" West 34.44 feet; thence along a curve to the right with a back tangent bearing of South 61° 52' 22" East and a radius of 45.00 feet, through a central angle of 38° 14' 22" for a distance of 30.03 feet; thence South 44° 37' East 97.00 feet; thence South 35° 15' 12" West 76.19 feet; thence South 45° 23' West 75.00 feet; thence South 44° 37' East 437.65 feet to a point that bears North 44° 37' West 33.00 feet to the centerline of Diana Avenue; thence South 45° 23' West 419.20 feet; thence North 44° 37' West 713.09 feet; thence South 45° 23' West 263.88 feet; thence North 44° 37' West 1,284.81 feet to the Southerly line of East Main Avenue; thence North 45° 23' East 263.88 Feet to the true point of beginning.

ALSO EXCEPTING THEREFROM that portion in Monterey Highway in Rancho Ojo De Agua de la Cocho, Rancho Laguna Seca and Lots 22, 23, 24 and 25 of Morgan Hill Ranch Map No. 3 as recorded in Book "G" of Maps at pages 20 and 21, Santa Clara County, California and more particularly described as follows:

BEGINNING at a point in the northwesterly line of Lot 19 of Homestead Tract as shown in map thereof recorded in Book "O" of Maps at page 39 at the northeasterly line of Monterey Road as described in deed to the State of California in Book 866 of Official Records at page 87, distant thereon North 45° 09' East 15.17 feet from the most westerly corner of Lot 19 and running thence along the northeasterly line of Monterey Road North 32° 48' West 1,140.66 feet, more or less, to the line common to Lands of Frank L. Gippetti, Inc. as recorded by Deed No. 5067370, and Joseph and Nancy Sutter as recorded in Deed No. 3623115; thence South 57° 12' West 110.00 feet to the southwesterly line of Monterey Road in the northeasterly line of Lands of Dana L. Pefferle, et al., as recorded by Deed No. 6175011; thence along the southwesterly line of Monterey Road, South 32° 48' East 1,163.67 feet more or less to the centerline of Wright Avenue;

thence North 45° 23' East 112.38 feet, more or less, to the point of beginning.

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PARCEL B

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BEING a portion of Lots 25, 26, 51 and 52, as shown on that certain map entitled "Catherine Dunne Ranch Map, No. 7," recorded in Book "L" at page 26, Santa Clara County Records.

BEGINNING at the Northwestern corner of said Lot 25 in the centerline of Barrett Avenue; thence along the Westerly line thereof South 25° 29' East 29.7 feet to the TRUE POINT OF BEGINNING; thence parallel with the Northerly line of said Lots 25 and 26 and 29.7 feet distant therefrom at right angles North 64° 31' East 707.37 feet; thence along a curve to the right with a radius of 20.00 feet, through a central angle of 52° 53' 54" for a distance of 18.46 feet to a point of reverse curve; thence along a curve to the left with a radius of 42.00 feet, through a central angle of 137° 56' 15" for a distance of 101.11 feet; thence South 19° 46' 31" East 811.95 feet to the Southerly line of said Lot 26; thence continuing South 19° 46' 31" East 30.46 feet; thence along a curve to the right with a radius of 57.00 feet, through a central angle of 46° 58' 42" for a distance of 448.50 feet; thence South 27° 12' 11" West 402.43 feet; thence North 25° 29' West 662.00 feet to the Southerly line of said Lot 25; thence along said Southerly, South 64° 31' West 264.00 feet; thence along the Westerly line of said Lot 25, North 25° 23' West 795.30 feet to the True Point of Beginning.

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