

OFFICIAL BUSINESS.
Document entitled to free
recording per Government
Code § 6103 and § 27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Cupertino
10300 Torre Avenue
Cupertino, California 95014
Attn: Director of Public Works

SPACE ABOVE THIS LINE FOR RECORDING USE

**AGREEMENT REGARDING OFFER OF DEDICATION & WAIVER OF FUTURE
REIMBURSEMENT, RIGHT OF ENTRY, AND LICENSE TO USE PROPERTY**

This Agreement Regarding Right of Entry, License, Offer of Dedication and Waiver of Future Reimbursement ("Agreement") is made and effective this _____ day of _____, 20__, by John Albert Impink ("Owner") and the City of Cupertino, a municipal corporation ("City"). Owner and City may each be referred to as a "Party," or collectively as the "Parties."

RECITALS

A. Owner is the owner in fee of real property with a street address of 10155 Orange Avenue in the City of Cupertino, County of Santa Clara, designated as Assessor's Parcel No. 357-16-058, more particularly described in Exhibit A (the "Site").

B. Section 14.04.110 of the Cupertino Municipal Code provides that if the City or another property owner installs improvements that benefit a property, the owner of the benefitted property is required to reimburse the City or the property owner for its reasonable share of the costs of such improvements when the benefitted property owner seeks a land use entitlement from City. Section 18.56.040 of the City of Cupertino Municipal Code imposes a similar reimbursement requirement. Both sections provide, however, that if a property owner dedicates necessary right-of-way to the City without charge, the City may enter into an agreement with the owner to waive future reimbursement requirements.

C. City is in the process of trying to improve the walkability of routes to schools, particularly those areas lacking curb, gutter and sidewalk. The Orange Avenue Sidewalk project (the "Project") will construct those improvements. A portion of the Site is among those areas the City desires to improve. Owner agrees to extend a right of entry to City and a license to use the Dedication Area to construct improvements and allow public use of those improvements until the City owns the Dedication Area.

D. Owner has agreed to dedicate to City that certain approximately 318 square foot portion of the Site as depicted in the diagram attached hereto and incorporated herein as Exhibit B and more

particularly described in the legal description attached hereto and incorporated herein as Exhibit C (the "Dedication Area"), in consideration of the City's limited waiver of future reimbursement requirements, and to grant City a right-of-entry to the Dedication Area.

NOW THEREFORE, in consideration of the mutual promises, approvals, and covenants made by the Parties and other considerations, the value, adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Right of Entry. Subject to the terms and conditions of this Agreement, Owner hereby grants to City, its contractors, subcontractors, employees, agents, invitees and the public a non-exclusive right to enter the Dedication Area for the purpose of constructing the Project on the Property and the right to remove any improvements presently within the Property to allow for construction of the Project, as well as to allow the public use of the Dedication Area upon completion of the Project on the Property. This Right of Entry shall expire and terminate upon the recordation of the City's acceptance of the Offer, as set forth in section 4.3 below.

2. Offer of Dedication. Owner does hereby irrevocably offer to dedicate in fee the Dedication Area for street, highway, public utility, public pedestrian, landscaping and any other public purpose (the "Offer"). The Offer is irrevocable and shall be absolutely binding upon the Owner, its heirs, successors, assigns, and all persons claiming an interest in the Site through them.

3. Condition of Title; Removal of Liens. Owner shall work in good faith with City to remove any and all encumbrances or liens (other than the lien for current taxes not yet due and payable), including any deed of trust securing the obligation to pay a mortgage loan, encumbering all or any portion of the Dedication Area. With respect to deed(s) of trust, City, at its cost, shall prepare and provide to Owner the forms of partial reconveyance instrument(s) required to remove the Dedication Area from the lien(s) of such deed(s) of trust. The removal of all such liens, including lien(s) of deed(s) of trust, shall be a condition precedent to the effectiveness of City's waiver of the right to future reimbursement as set forth in Section 6 below. The failure to obtain any reconveyance required by this Section 3 shall not otherwise limit City's or Owner's rights or obligations under this Agreement.

4. Time and Manner of Acceptance.

4.1 The Offer may be accepted by Resolution of the City Council of the City of Cupertino and not in any other manner. Any purported acceptance of the Offer by or on behalf of the City, other than in this manner, shall be null and void and of no force or effect.

4.2 The Offer shall remain in effect until accepted by Council Resolution. The Offer may not be terminated, or the right to accept the Offer abandoned, except by Council Resolution in the same manner as prescribed for summary vacation of streets or highways by Part 3 (commencing with Section 8300) of Division 9 of the Streets and Highways Code.

4.3 Upon acceptance of the Offer, the City shall mail a copy of its Resolution of Acceptance to the then-owners of the Site at the address shown on the latest County of Santa Clara secured assessment roll and at the address listed in the Offer for notices.

5. Use of Property Prior to Acceptance of Offer. Owner agrees that it will not use the Dedication Area in any way that will interfere with the use of the Dedication Area for public right-of-way.

6. Limited Waiver of Reimbursement Requirement. Subject to satisfaction of the lien removal condition set forth in Section 3 above and the limitations of this Section 6, upon City's acceptance of the Offer, City hereby agrees to waive any and all future reimbursements for the costs of any improvements installed by City or its contractors on the Dedication Area ("City Work"), including reimbursements required by Sections 14.04.100 and 18.56.040 of the Cupertino Municipal Code, which may be charged to Owner at such time as Owner obtains a future land use entitlement with respect to the Site. This waiver of right to future reimbursement shall include only the costs of the City Work and shall remain in effect for twenty-five (25) years following City's acceptance of the Offer. Notwithstanding any other provision hereof to the contrary, Owner shall remain obligated to pay any development impact fees, including roadway impact fees, and the costs of any other improvements required in connection with the applicable land use entitlement. Further, in recognition of the fact that the City Work improvements will have a limited useful life, following expiration of the 25-year period, City shall have the right to require Owner to fund the cost of reconstructing any public improvements within the Dedication Area that City could then lawfully require Owner to fund in the absence of this Agreement.

7. No Liens. The City will not permit to be filed or enforced against the Property, or any part thereof, any statutory lien for labor or materials (including without limitation any mechanics or materialmen's lien) or any claim for damages arising from City's use of, or activities on the Property with respect to the Project.

8. Indemnity. City shall indemnify, defend, and hold harmless Owner and Owner's officers, agents and employees against any and all liability, claims, actions, causes of action or demands arising out of, connected with, or caused by City or City's employees, agents, independent contractors, companies, or subcontractors use of the Property, except to the extent of Owner's negligence or willful misconduct.

9. Insurance. City shall maintain, or require its contractor to maintain, commercial general liability and comprehensive automobile policies that include, cover and insure the work performed on the Project and the terms and conditions of this Agreement, including the activities or operations of any contractor and its employees, agents, representatives and subcontractors under this Agreement.

10. Notices. Any notices which either Party may desire to give to the other Party under this Agreement must be in writing and may be given either by (i) personal service; (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery; or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the Party as set forth below or at any other address as that Party may later designate by notice:

To City: City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014
Attention: Public Works Director

With a copy to: City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014
Attention: City Attorney

To Owner: John Albert Impink
10155 Orange Avenue
Cupertino, CA 95014

11. Agreement Runs with Land; Recordation. The provisions of this Agreement shall inure to the benefit of and be binding upon the owners of the Site and their heirs, successors or assigns, and any other person claiming an interest in the Site through them. Upon execution, this Agreement shall be recorded in the Official Records of Santa Clara County.

12. Waiver of Further Compensation. Owner hereby expressly and unconditionally waives any and all right to claim, demand, or receive any further compensation for the Dedication Area which Owner may be eligible to receive under the California Relocation Assistance Act (Government Code §7260, *et seq.*), Article 1, § 19 of the California Constitution, the California Eminent Domain Law (Code of Civil Procedure §1230.010, *et seq.*), and/or the California Code of Regulations, Title 25 or other applicable local, state, or federal statute, ordinance, regulation, rule, or decisional law (collectively "Compensatory Laws"), including, but not limited to, the fair market value of the Dedication Area, severance damages, loss of goodwill, loss of profits, or relocation benefits and assistance, or claims for unreasonable precondemnation activities or inverse condemnation, or any other compensation as a result of the Parties' agreements hereunder or the City's acceptance of the Offer. Furthermore, Owner hereby expressly releases the City of Cupertino, and its respective officials, officers, employees, representatives, successors and assigns, from any liability, responsibility, or obligation to pay any further compensation for the Dedication Area which Owner may be eligible to receive under the Compensatory Laws as a result of City's acceptance thereof.

13. Authority to Execute. The person or persons executing this Agreement on behalf of Owner warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of Owner and warrants and represents that he/she/they has/have the authority to bind Owner to the performance of its obligations hereunder.

14. Entire Agreement. This Agreement embodies the entire integrated agreement and understanding between the Parties hereto. There are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby, except as set forth herein above.

15. Amendments. This Agreement may only be terminated or modified in a writing executed by both Parties and recorded in the Official Records of Santa Clara County.

16. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of Santa Clara, State of California.

17. Interpretation. This Agreement shall be construed according to its fair meaning, and not strictly for or against any Party. This Agreement shall be deemed to have been prepared jointly by the Parties hereto, and the terms of this Agreement have been negotiated by the Parties and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any Party hereto. When used herein, the singular form of the word includes the plural form in appropriate context. Use of the term "including" is meant to be without limitation, such as "including but not limited to" or similar. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

18. No Partnership. Nothing herein contained shall be construed to create a joint venture or partnership or to create the relationship of principal and agent or of any association between City and Owner.

19. Further Cooperation. Each Party hereto agrees to execute any and all documents and writings which may be necessary or expedient and do such other acts as will further the purposes hereof.

20. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the respective successors, heirs, and assigns of the Parties.

21. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the signatory Parties and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

CITY:

CITY OF CUPERTINO, a California
municipal corporation

By: _____

Jim Throop
City Manager

[Notary Acknowledgment Required]

OWNER:

John Albert Impink, a single man

By: _____

Name: _____



Title: [if
applicable] _____

[Notary Acknowledgment Required]

APPROVED AS TO FORM:

By: _____

Christopher D. Jensen
City Attorney

By: _____

Name: _____

Title: [if
applicable] _____

[Notary Acknowledgment Required]

ATTEST:

By: _____

Kirsten Squarcia
City Clerk

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

Attachment B

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 April 19, 2022 before me, Lauren Sapudar, Notary Public,
(Here insert name and title of the officer)

personally appeared John Impink

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.

Lauren Sapudar
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

EXHIBIT A

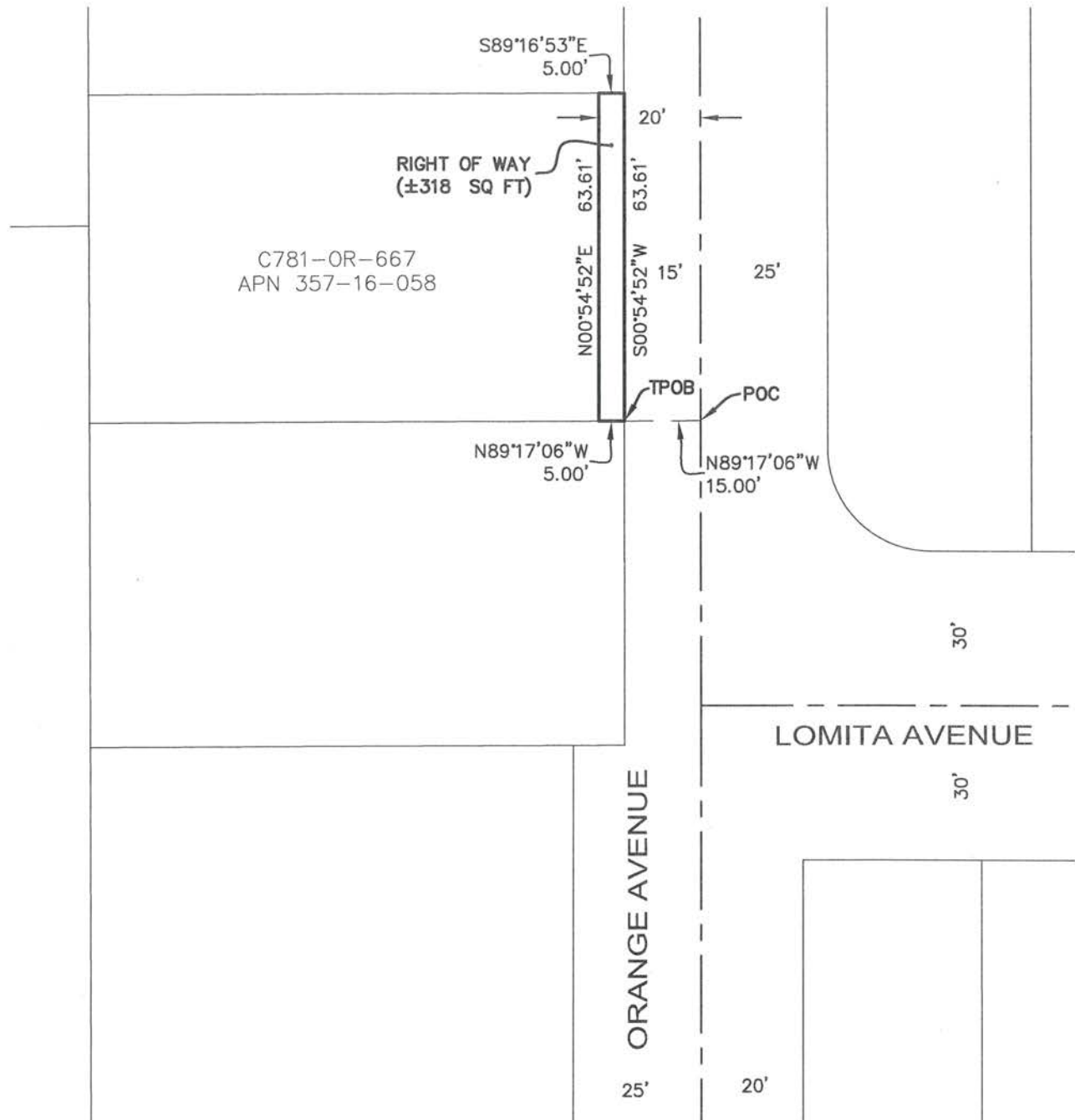
Legal Description of Site

For APN/Parcel ID 357-16-058

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

The South 25.88 feet of Section 61 and the North 37.12 feet of Section 77 by uniform depth of 105.15 feet (measured from the West line of Orange Avenue 30 feet wide) as the same are so designated and delineated upon that certain Map entitled, "Map of Subdivision "A" Monta Vista", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on April 11, 1917 in Book "P" of Maps, page 20.

EXCEPTING THEREFROM the Easterly 4 feet thereof as conveyed to the County of Santa Clara by deed dated March 17, 1953 and recorded February 24, 1954 in Book 2820 of Official Records, page 584, Official Records



0 15 30
1 IN. = 30 FT.

LEGEND

POC POINT OF COMMENCEMENT
TPOB TRUE POINT OF BEGINNING

SHEET 1 OF 1

Date: 2021-01-25
Designed: LA
Drawn: RF
Checked: TG
Proj. Engr.: JC
489303PL36



1570 Oakland Road (408) 487-2200
San Jose, CA 95131 HMHca.com

EXHIBIT "B"
PLAT TO ACCOMPANY DESCRIPTION:
RIGHT OF WAY

CUPERTINO

CALIFORNIA



January 25, 2021
 HMH 4893.03/5283.04
 Page 1 of 1

EXHIBIT "C"
 RIGHT OF WAY

REAL PROPERTY in the City of Cupertino, County of Santa Clara, State of California, being a portion of that parcel of land described in the Grant Deed recorded April 29, 1977, in Book C781 of Official Records, page 667, Santa Clara County Records, described as follows:

COMMENCING at the intersection of the easterly prolongation of the southerly line of said parcel of land and the centerline of Orange Avenue;
 Thence along said easterly prolongation, North 89°17'06" West, 15.00 feet, to the TRUE POINT OF BEGINNING;

Thence along the southerly line of said parcel of land, North 89°17'06" West, 5.00 feet, to a line parallel with and 20 feet westerly of the centerline of Orange Avenue;
 Thence along said parallel line, North 00°54'52" East, 63.61 feet, to the northerly line of said parcel of land;
 Thence along said northerly line, South 89°16'53" East, 5.00 feet, to the westerly line of Orange Avenue;
 Thence along said westerly line, South 00°54'52" West, 63.61 feet, to the TRUE POINT OF BEGINNING.

Containing 318 square feet, more or less.

This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Date: 1.25.21


 Tracy L. Giorgetti, LS 8720



OFFICIAL BUSINESS.
Document entitled to free
recording per Government
Code § 6103 and § 27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Cupertino
10300 Torre Avenue
Cupertino, California 95014
Attn: Director of Public Works

SPACE ABOVE THIS LINE FOR RECORDING USE

**AGREEMENT REGARDING OFFER OF DEDICATION & WAIVER OF FUTURE
REIMBURSEMENT, RIGHT OF ENTRY, AND LICENSE TO USE PROPERTY**

This Agreement Regarding Right of Entry, License, Offer of Dedication and Waiver of Future Reimbursement ("Agreement") is made and effective this _____ day of _____, 20__, by Tim R. Kurreck ("Owner") and the City of Cupertino, a municipal corporation ("City"). Owner and City may each be referred to as a "Party," or collectively as the "Parties."

RECITALS

A. Owner is the owner in fee of real property with a street address of 10165 Orange Avenue in the City of Cupertino, County of Santa Clara, designated as Assessor's Parcel No. 357-16-059, more particularly described in Exhibit A (the "Site").

B. Section 14.04.110 of the Cupertino Municipal Code provides that if the City or another property owner installs improvements that benefit a property, the owner of the benefitted property is required to reimburse the City or the property owner for its reasonable share of the costs of such improvements when the benefitted property owner seeks a land use entitlement from City. Section 18.56.040 of the City of Cupertino Municipal Code imposes a similar reimbursement requirement. Both sections provide, however, that if a property owner dedicates necessary right-of-way to the City without charge, the City may enter into an agreement with the owner to waive future reimbursement requirements.

C. City is in the process of trying to improve the walkability of routes to schools, particularly those areas lacking curb, gutter and sidewalk. The Orange Avenue Sidewalk project (the "Project") will construct those improvements. A portion of the Site is among those areas the City desires to improve. Owner agrees to extend a right of entry to City and a license to use the Dedication Area to construct improvements and allow public use of those improvements until the City owns the Dedication Area.

D. Owner has agreed to dedicate to City that certain approximately 315 square foot portion of the Site as depicted in the diagram attached hereto and incorporated herein as Exhibit B and more

particularly described in the legal description attached hereto and incorporated herein as Exhibit C (the "Dedication Area"), in consideration of the City's limited waiver of future reimbursement requirements, and to grant City a right-of-entry to the Dedication Area.

NOW THEREFORE, in consideration of the mutual promises, approvals, and covenants made by the Parties and other considerations, the value, adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Right of Entry. Subject to the terms and conditions of this Agreement, Owner hereby grants to City, its contractors, subcontractors, employees, agents, invitees and the public a non-exclusive right to enter the Dedication Area for the purpose of constructing the Project on the Property and the right to remove any improvements presently within the Property to allow for construction of the Project, as well as to allow the public use of the Dedication Area upon completion of the Project on the Property. This Right of Entry shall expire and terminate upon the recordation of the City's acceptance of the Offer, as set forth in section 4.3 below.

2. Offer of Dedication. Owner does hereby irrevocably offer to dedicate in fee the Dedication Area for street, highway, public utility, public pedestrian, landscaping and any other public purpose (the "Offer"). The Offer is irrevocable and shall be absolutely binding upon the Owner, its heirs, successors, assigns, and all persons claiming an interest in the Site through them.

3. Condition of Title; Removal of Liens. Owner shall work in good faith with City to remove any and all encumbrances or liens (other than the lien for current taxes not yet due and payable), including any deed of trust securing the obligation to pay a mortgage loan, encumbering all or any portion of the Dedication Area. With respect to deed(s) of trust, City, at its cost, shall prepare and provide to Owner the forms of partial reconveyance instrument(s) required to remove the Dedication Area from the lien(s) of such deed(s) of trust. The removal of all such liens, including lien(s) of deed(s) of trust, shall be a condition precedent to the effectiveness of City's waiver of the right to future reimbursement as set forth in Section 6 below. The failure to obtain any reconveyance required by this Section 3 shall not otherwise limit City's or Owner's rights or obligations under this Agreement.

4. Time and Manner of Acceptance.

4.1 The Offer may be accepted by Resolution of the City Council of the City of Cupertino and not in any other manner. Any purported acceptance of the Offer by or on behalf of the City, other than in this manner, shall be null and void and of no force or effect.

4.2 The Offer shall remain in effect until accepted by Council Resolution. The Offer may not be terminated, or the right to accept the Offer abandoned, except by Council Resolution in the same manner as prescribed for summary vacation of streets or highways by Part 3 (commencing with Section 8300) of Division 9 of the Streets and Highways Code.

4.3 Upon acceptance of the Offer, the City shall mail a copy of its Resolution of Acceptance to the then-owners of the Site at the address shown on the latest County of Santa Clara secured assessment roll and at the address listed in the Offer for notices.

5. Use of Property Prior to Acceptance of Offer. Owner agrees that it will not use the Dedication Area in any way that will interfere with the use of the Dedication Area for public right-of-way.

6. Limited Waiver of Reimbursement Requirement. Subject to satisfaction of the lien removal condition set forth in Section 3 above and the limitations of this Section 6, upon City's acceptance of the Offer, City hereby agrees to waive any and all future reimbursements for the costs of any improvements installed by City or its contractors on the Dedication Area ("City Work"), including reimbursements required by Sections 14.04.100 and 18.56.040 of the Cupertino Municipal Code, which may be charged to Owner at such time as Owner obtains a future land use entitlement with respect to the Site. This waiver of right to future reimbursement shall include only the costs of the City Work and shall remain in effect for twenty-five (25) years following City's acceptance of the Offer. Notwithstanding any other provision hereof to the contrary, Owner shall remain obligated to pay any development impact fees, including roadway impact fees, and the costs of any other improvements required in connection with the applicable land use entitlement. Further, in recognition of the fact that the City Work improvements will have a limited useful life, following expiration of the 25-year period, City shall have the right to require Owner to fund the cost of reconstructing any public improvements within the Dedication Area that City could then lawfully require Owner to fund in the absence of this Agreement.

7. No Liens. The City will not permit to be filed or enforced against the Property, or any part thereof, any statutory lien for labor or materials (including without limitation any mechanics or materialmen's lien) or any claim for damages arising from City's use of, or activities on the Property with respect to the Project.

8. Indemnity. City shall indemnify, defend, and hold harmless Owner and Owner's officers, agents and employees against any and all liability, claims, actions, causes of action or demands arising out of, connected with, or caused by City or City's employees, agents, independent contractors, companies, or subcontractors use of the Property, except to the extent of Owner's negligence or willful misconduct.

9. Insurance. City shall maintain, or require its contractor to maintain, commercial general liability and comprehensive automobile policies that include, cover and insure the work performed on the Project and the terms and conditions of this Agreement, including the activities or operations of any contractor and its employees, agents, representatives and subcontractors under this Agreement.

10. Notices. Any notices which either Party may desire to give to the other Party under this Agreement must be in writing and may be given either by (i) personal service; (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery; or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the Party as set forth below or at any other address as that Party may later designate by notice:

To City: City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014
Attention: Public Works Director

With a copy to: City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014
Attention: City Attorney

To Owner: Tim R. Kurreck
10165 Orange Avenue
Cupertino, CA 95014

11. Agreement Runs with Land; Recordation. The provisions of this Agreement shall inure to the benefit of and be binding upon the owners of the Site and their heirs, successors or assigns, and any other person claiming an interest in the Site through them. Upon execution, this Agreement shall be recorded in the Official Records of Santa Clara County.

12. Waiver of Further Compensation. Owner hereby expressly and unconditionally waives any and all right to claim, demand, or receive any further compensation for the Dedication Area which Owner may be eligible to receive under the California Relocation Assistance Act (Government Code §7260, *et seq.*), Article 1, § 19 of the California Constitution, the California Eminent Domain Law (Code of Civil Procedure §1230.010, *et seq.*), and/or the California Code of Regulations, Title 25 or other applicable local, state, or federal statute, ordinance, regulation, rule, or decisional law (collectively "Compensatory Laws"), including, but not limited to, the fair market value of the Dedication Area, severance damages, loss of goodwill, loss of profits, or relocation benefits and assistance, or claims for unreasonable precondemnation activities or inverse condemnation, or any other compensation as a result of the Parties' agreements hereunder or the City's acceptance of the Offer. Furthermore, Owner hereby expressly releases the City of Cupertino, and its respective officials, officers, employees, representatives, successors and assigns, from any liability, responsibility, or obligation to pay any further compensation for the Dedication Area which Owner may be eligible to receive under the Compensatory Laws as a result of City's acceptance thereof.

13. Authority to Execute. The person or persons executing this Agreement on behalf of Owner warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of Owner and warrants and represents that he/she/they has/have the authority to bind Owner to the performance of its obligations hereunder.

14. Entire Agreement. This Agreement embodies the entire integrated agreement and understanding between the Parties hereto. There are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby, except as set forth herein above.

15. Amendments. This Agreement may only be terminated or modified in a writing executed by both Parties and recorded in the Official Records of Santa Clara County.

16. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of Santa Clara, State of California.

17. Interpretation. This Agreement shall be construed according to its fair meaning, and not strictly for or against any Party. This Agreement shall be deemed to have been prepared jointly by the Parties hereto, and the terms of this Agreement have been negotiated by the Parties and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any Party hereto. When used herein, the singular form of the word includes the plural form in appropriate context. Use of the term "including" is meant to be without limitation, such as "including but not limited to" or similar. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

18. No Partnership. Nothing herein contained shall be construed to create a joint venture or partnership or to create the relationship of principal and agent or of any association between City and Owner.

19. Further Cooperation. Each Party hereto agrees to execute any and all documents and writings which may be necessary or expedient and do such other acts as will further the purposes hereof.

20. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the respective successors, heirs, and assigns of the Parties.

21. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the signatory Parties and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

CITY:

CITY OF CUPERTINO, a California
municipal corporation

By: _____

Jim Throop
City Manager

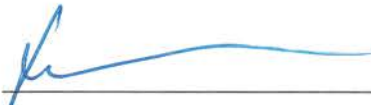
[Notary Acknowledgment Required]

OWNER:

Tim R. Kurreck, a married man
who acquired title as an unmarried
man

By: _____

Name: _____



TIM R. KURRECK

Title: [if
applicable] _____

OWNER

[Notary Acknowledgment Required]

APPROVED AS TO FORM:

By: _____

Christopher D. Jensen
City Attorney

By: _____

Name: _____

Title: [if
applicable] _____

[Notary Acknowledgment Required]

ATTEST:

By: _____

Kirsten Squarcia
City Clerk

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

Attachment B

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 April 20, 2022 before me, Lauren Sapudar, Notary Public,
(Here insert name and title of the officer)

personally appeared Tim Kurreck

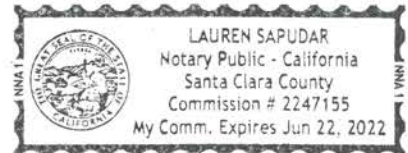
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Lauren Sapudar
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT A

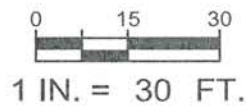
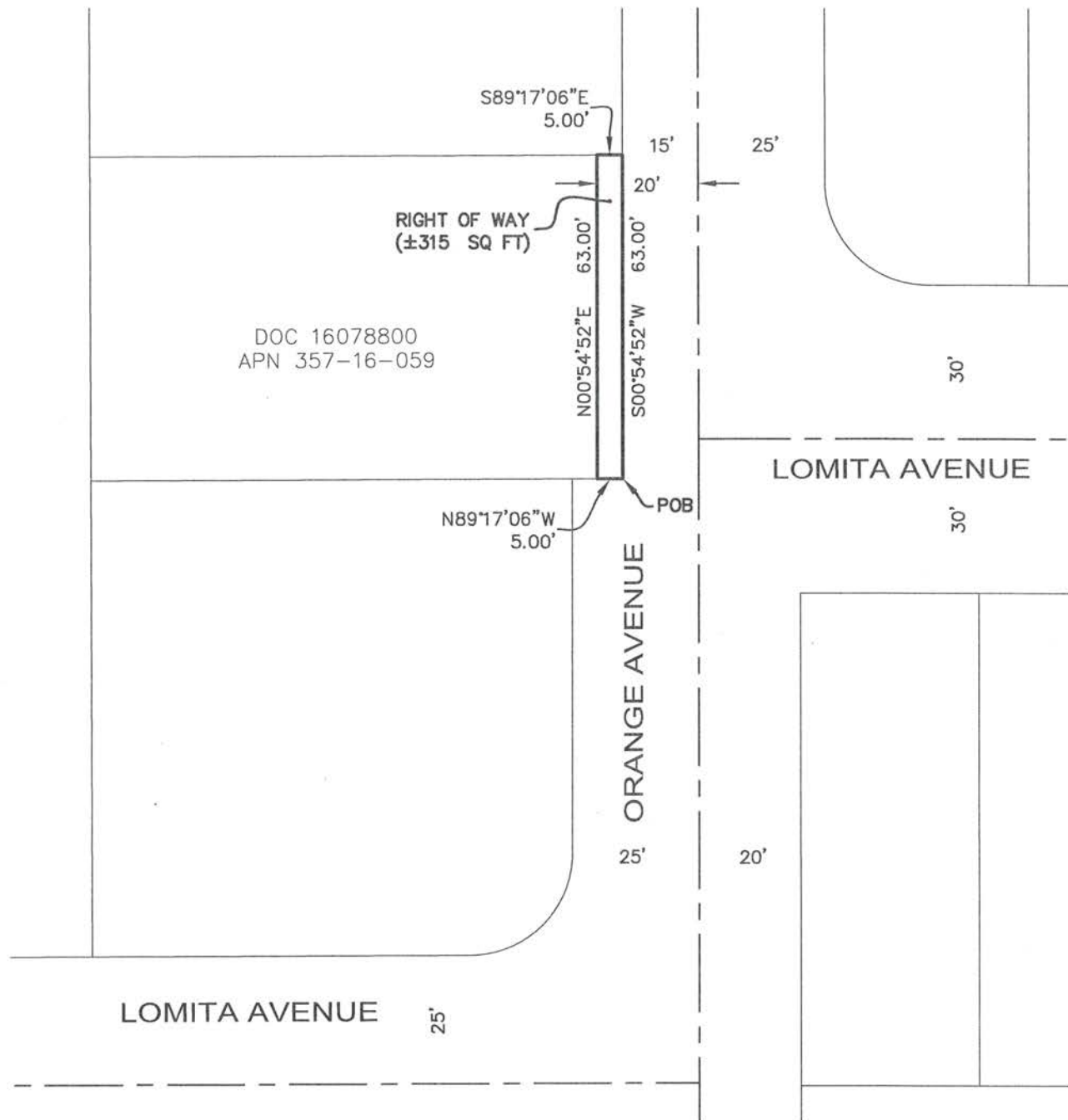
Legal Description of Site

For APN/Parcel ID 357-16-059

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

THE SOUTH 63.0 FEET OF SECTION 77 BY A UNIFORM DEPTH OF 105.15 FEET (MEASURED FROM THE WEST LINE OF ORANGE AVENUE) AS THE SAME ARE SO DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED, "MAP OF SUBDIVISION "A", MONTA VISTA", AND WHICH SAID MAP WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON APRIL 11, 1917 IN BOOK "P" OF MAPS, AT PAGE 20.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SANTA CLARA BY DEED RECORDED FEBRUARY 24, 1954, RECORDING NO. 953468, BOOK 2820, PAGE 584, OFFICIAL RECORDS.



LEGEND

POB POINT OF BEGINNING

SHEET 1 OF 1

Date: 2021-01-25

Designed: LA

Drawn: RF

Checked: TG

Proj. Engr.: JC

489303PL34



1570 Oakland Road
San Jose, CA 95131

(408) 487-2200
HMHca.com

EXHIBIT "B"
PLAT TO ACCOMPANY DESCRIPTION:
RIGHT OF WAY

CUPERTINO

CALIFORNIA



January 25, 2021
 HMH 4893.03/5283.04
 Page 1 of 1

EXHIBIT "C"
 RIGHT OF WAY

REAL PROPERTY in the City of Cupertino, County of Santa Clara, State of California, being a portion of that parcel of land described in the Grant Deed recorded January 29, 2002, in Document No. 16078800 of Official Records, Santa Clara County Records, described as follows:

BEGINNING at the southeasterly corner of said parcel of land being on the general westerly line of Orange Avenue;
 Thence along said general westerly line, North 89°17'06" West, 5.00 feet, to a line parallel with and 20 feet westerly of the centerline of Orange Avenue;
 Thence along said parallel line, North 00°54'52" East, 63.00 feet, to the northerly line of said parcel of land;
 Thence along said northerly line, South 89°17'06" East, 5.00 feet, to the westerly line of Orange Avenue;
 Thence along said westerly line, South 00°54'52" West, 63.00 feet, to the POINT OF BEGINNING.

Containing 315 square feet, more or less.

This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Date: 1.25.21

Tracy L. Giorgetti
 Tracy L. Giorgetti, LS 8720



OFFICIAL BUSINESS.
Document entitled to free
recording per Government
Code § 6103 and § 27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Cupertino
10300 Torre Avenue
Cupertino, California 95014
Attn: Director of Public Works

SPACE ABOVE THIS LINE FOR RECORDING USE

**AGREEMENT REGARDING OFFER OF DEDICATION & WAIVER OF FUTURE
REIMBURSEMENT, RIGHT OF ENTRY, AND LICENSE TO USE PROPERTY**

This Agreement Regarding Right of Entry, License, Offer of Dedication and Waiver of Future Reimbursement ("Agreement") is made and effective this 22 day of April, 2022, by Zhijian Ma and Suyi Peng ("Owner") and the City of Cupertino, a municipal corporation ("City"). Owner and City may each be referred to as a "Party," or collectively as the "Parties."

RECITALS

A. Owner is the owner in fee of real property with a street address of 10420 Orange Avenue in the City of Cupertino, County of Santa Clara, designated as Assessor's Parcel No. 357-19-121, more particularly described in Exhibit A (the "Site").

B. Section 14.04.110 of the Cupertino Municipal Code provides that if the City or another property owner installs improvements that benefit a property, the owner of the benefitted property is required to reimburse the City or the property owner for its reasonable share of the costs of such improvements when the benefitted property owner seeks a land use entitlement from City. Section 18.56.040 of the City of Cupertino Municipal Code imposes a similar reimbursement requirement. Both sections provide, however, that if a property owner dedicates necessary right-of-way to the City without charge, the City may enter into an agreement with the owner to waive future reimbursement requirements.

C. City is in the process of trying to improve the walkability of routes to schools, particularly those areas lacking curb, gutter and sidewalk. The Orange Avenue Sidewalk project (the "Project") will construct those improvements. A portion of the Site is among those areas the City desires to improve. Owner agrees to extend a right of entry to City and a license to use the Dedication Area to construct improvements and allow public use of those improvements until the City owns the Dedication Area.

D. Owner has agreed to dedicate to City that certain approximately 375 square foot portion of the Site as depicted in the diagram attached hereto and incorporated herein as Exhibit B and more

particularly described in the legal description attached hereto and incorporated herein as Exhibit C (the "Dedication Area"), in consideration of the City's limited waiver of future reimbursement requirements, and to grant City a right-of-entry to the Dedication Area.

NOW THEREFORE, in consideration of the mutual promises, approvals, and covenants made by the Parties and other considerations, the value, adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Right of Entry. Subject to the terms and conditions of this Agreement, Owner hereby grants to City, its contractors, subcontractors, employees, agents, invitees and the public a non-exclusive right to enter the Dedication Area for the purpose of constructing the Project on the Property and the right to remove any improvements presently within the Property to allow for construction of the Project, as well as to allow the public use of the Dedication Area upon completion of the Project on the Property. This Right of Entry shall expire and terminate upon the recordation of the City's acceptance of the Offer, as set forth in section 4.3 below.

2. Offer of Dedication. Owner does hereby irrevocably offer to dedicate in fee the Dedication Area for street, highway, public utility, public pedestrian, landscaping and any other public purpose (the "Offer"). The Offer is irrevocable and shall be absolutely binding upon the Owner, its heirs, successors, assigns, and all persons claiming an interest in the Site through them.

3. Condition of Title; Removal of Liens. Owner shall work in good faith with City to remove any and all encumbrances or liens (other than the lien for current taxes not yet due and payable), including any deed of trust securing the obligation to pay a mortgage loan, encumbering all or any portion of the Dedication Area. With respect to deed(s) of trust, City, at its cost, shall prepare and provide to Owner the forms of partial reconveyance instrument(s) required to remove the Dedication Area from the lien(s) of such deed(s) of trust. The removal of all such liens, including lien(s) of deed(s) of trust, shall be a condition precedent to the effectiveness of City's waiver of the right to future reimbursement as set forth in Section 6 below. The failure to obtain any reconveyance required by this Section 3 shall not otherwise limit City's or Owner's rights or obligations under this Agreement.

4. Time and Manner of Acceptance.

4.1 The Offer may be accepted by Resolution of the City Council of the City of Cupertino and not in any other manner. Any purported acceptance of the Offer by or on behalf of the City, other than in this manner, shall be null and void and of no force or effect.

4.2 The Offer shall remain in effect until accepted by Council Resolution. The Offer may not be terminated, or the right to accept the Offer abandoned, except by Council Resolution in the same manner as prescribed for summary vacation of streets or highways by Part 3 (commencing with Section 8300) of Division 9 of the Streets and Highways Code.

4.3 Upon acceptance of the Offer, the City shall mail a copy of its Resolution of Acceptance to the then-owners of the Site at the address shown on the latest County of Santa Clara secured assessment roll and at the address listed in the Offer for notices.

5. Use of Property Prior to Acceptance of Offer. Owner agrees that it will not use the Dedication Area in any way that will interfere with the use of the Dedication Area for public right-of-way.

6. Limited Waiver of Reimbursement Requirement. Subject to satisfaction of the lien removal condition set forth in Section 3 above and the limitations of this Section 6, upon City's acceptance of the Offer, City hereby agrees to waive any and all future reimbursements for the costs of any improvements installed by City or its contractors on the Dedication Area ("City Work"), including reimbursements required by Sections 14.04.100 and 18.56.040 of the Cupertino Municipal Code, which may be charged to Owner at such time as Owner obtains a future land use entitlement with respect to the Site. This waiver of right to future reimbursement shall include only the costs of the City Work and shall remain in effect for twenty-five (25) years following City's acceptance of the Offer. Notwithstanding any other provision hereof to the contrary, Owner shall remain obligated to pay any development impact fees, including roadway impact fees, and the costs of any other improvements required in connection with the applicable land use entitlement. Further, in recognition of the fact that the City Work improvements will have a limited useful life, following expiration of the 25-year period, City shall have the right to require Owner to fund the cost of reconstructing any public improvements within the Dedication Area that City could then lawfully require Owner to fund in the absence of this Agreement.

7. No Liens. The City will not permit to be filed or enforced against the Property, or any part thereof, any statutory lien for labor or materials (including without limitation any mechanics or materialmen's lien) or any claim for damages arising from City's use of, or activities on the Property with respect to the Project.

8. Indemnity. City shall indemnify, defend, and hold harmless Owner and Owner's officers, agents and employees against any and all liability, claims, actions, causes of action or demands arising out of, connected with, or caused by City or City's employees, agents, independent contractors, companies, or subcontractors use of the Property, except to the extent of Owner's negligence or willful misconduct.

9. Insurance. City shall maintain, or require its contractor to maintain, commercial general liability and comprehensive automobile policies that include, cover and insure the work performed on the Project and the terms and conditions of this Agreement, including the activities or operations of any contractor and its employees, agents, representatives and subcontractors under this Agreement.

10. Notices. Any notices which either Party may desire to give to the other Party under this Agreement must be in writing and may be given either by (i) personal service; (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery; or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the Party as set forth below or at any other address as that Party may later designate by notice:

To City: City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014
Attention: Public Works Director

With a copy to: City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014
Attention: City Attorney

To Owner: Zhijian Ma and Suyi Peng
10420 Orange Avenue
Cupertino, CA 95014

11. Agreement Runs with Land; Recordation. The provisions of this Agreement shall inure to the benefit of and be binding upon the owners of the Site and their heirs, successors or assigns, and any other person claiming an interest in the Site through them. Upon execution, this Agreement shall be recorded in the Official Records of Santa Clara County.

12. Waiver of Further Compensation. Owner hereby expressly and unconditionally waives any and all right to claim, demand, or receive any further compensation for the Dedication Area which Owner may be eligible to receive under the California Relocation Assistance Act (Government Code §7260, *et seq.*), Article 1, § 19 of the California Constitution, the California Eminent Domain Law (Code of Civil Procedure §1230.010, *et seq.*), and/or the California Code of Regulations, Title 25 or other applicable local, state, or federal statute, ordinance, regulation, rule, or decisional law (collectively “Compensatory Laws”), including, but not limited to, the fair market value of the Dedication Area, severance damages, loss of goodwill, loss of profits, or relocation benefits and assistance, or claims for unreasonable precondemnation activities or inverse condemnation, or any other compensation as a result of the Parties’ agreements hereunder or the City’s acceptance of the Offer. Furthermore, Owner hereby expressly releases the City of Cupertino, and its respective officials, officers, employees, representatives, successors and assigns, from any liability, responsibility, or obligation to pay any further compensation for the Dedication Area which Owner may be eligible to receive under the Compensatory Laws as a result of City’s acceptance thereof.

13. Authority to Execute. The person or persons executing this Agreement on behalf of Owner warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of Owner and warrants and represents that he/she/they has/have the authority to bind Owner to the performance of its obligations hereunder.

14. Entire Agreement. This Agreement embodies the entire integrated agreement and understanding between the Parties hereto. There are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby, except as set forth herein above.

15. Amendments. This Agreement may only be terminated or modified in a writing executed by both Parties and recorded in the Official Records of Santa Clara County.

16. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of Santa Clara, State of California.

17. Interpretation. This Agreement shall be construed according to its fair meaning, and not strictly for or against any Party. This Agreement shall be deemed to have been prepared jointly by the Parties hereto, and the terms of this Agreement have been negotiated by the Parties and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any Party hereto. When used herein, the singular form of the word includes the plural form in appropriate context. Use of the term "including" is meant to be without limitation, such as "including but not limited to" or similar. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

18. No Partnership. Nothing herein contained shall be construed to create a joint venture or partnership or to create the relationship of principal and agent or of any association between City and Owner.

19. Further Cooperation. Each Party hereto agrees to execute any and all documents and writings which may be necessary or expedient and do such other acts as will further the purposes hereof.

20. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the respective successors, heirs, and assigns of the Parties.

21. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the signatory Parties and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

CITY:

CITY OF CUPERTINO, a California
municipal corporation

OWNER:

Zhijian Ma and Suyi Peng, Trustees of the
Zhijian Ma and Suyi Peng Revocable Trust
dated October 30, 2014


By: _____

Jim Throop
City Manager

[Notary Acknowledgment Required]

By: _____

Name: _____


Zhijian Ma

Title: [if
applicable] _____

[Notary Acknowledgment Required]


APPROVED AS TO FORM:

By: _____

Christopher D. Jensen
City Attorney

By: _____

Name: _____


Suyi Peng

Title: [if
applicable] _____

[Notary Acknowledgment Required]

ATTEST:

By: _____

Kirsten Squarcia
City Clerk

ACKNOWLEDGMENTS

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)

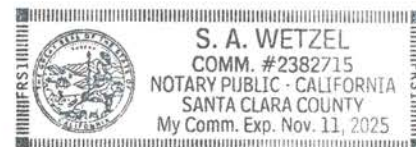
On April 22, 2022 before me, S.A. Wetzel, Notary Public, personally appeared Zhijian Ma and Suyi Peng, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: S.A. Wetzel

(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 _____)

On _____, 20__ before me, _____, Notary Public, personally appeared _____, 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: _____ (seal)

EXHIBIT A

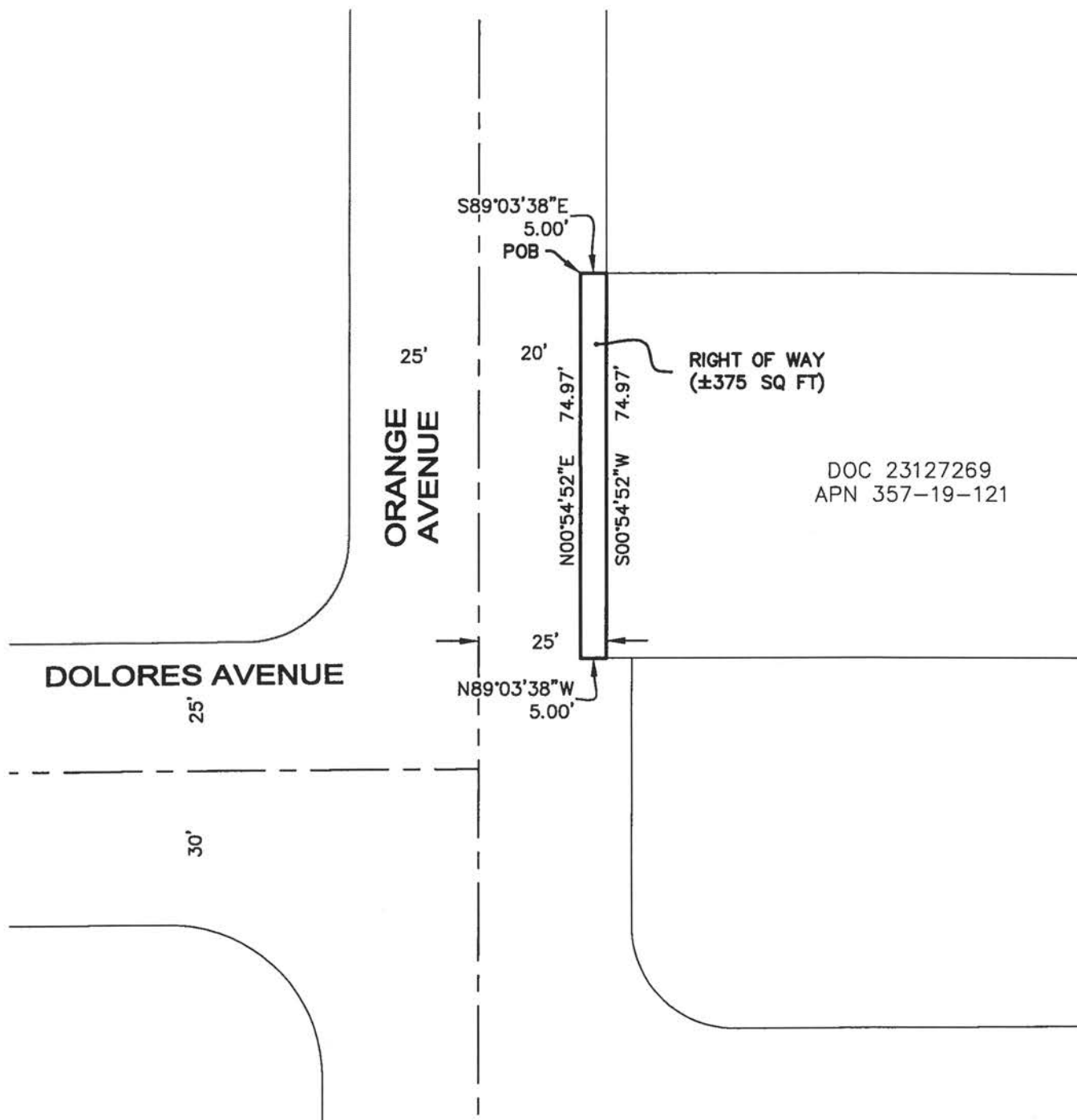
Legal Description of Site

For APN/Parcel ID 357-19-121

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

PORTION OF LOT 24, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "TRACT NO. 300, MAP OF NOONAN SUBDIVISION UNIT NO. 2", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MAY 6, 1946 IN BOOK 10 OF MAPS, PAGE 16, AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 7 SOUTH, RANGE 2 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF ORANGE AVENUE, DISTANT THEREON SOUTH 75.00 FEET FROM THE NORTHERLY LINE OF LOT 24, AS SAID AVENUE AND LOT ARE SHOWN ON THE MAP ABOVE REFERRED TO; RUNNING THENCE SOUTH 89° 58' EAST AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 24, FOR A DISTANT OF 130 FEET; RUNNING THENCE SOUTH AND PARALLEL WITH THE EASTERLY LINE OF ORANGE AVENUE, 75.00 FEET; RUNNING THENCE NORTH 89° 58' WEST AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 24, A DISTANCE OF 130.00 FEET TO THE EASTERLY LINE OF ORANGE AVENUE; RUNNING THENCE NORTH ALONG SAID EASTERLY LINE 75.00 FEET TO THE POINT OF BEGINNING.



0 15 30
1 IN. = 30 FT.

LEGEND

POB

POINT OF BEGINNING

SHEET 1 OF 1

Date: 2018-06-08

Designed: LA

Drawn: RF

Checked: TG

Proj. Engr.: JC

489303PL43



1570 Oakland Road
San Jose, CA 95131

(408) 487-2200
HMHca.com

EXHIBIT "B"
PLAT TO ACCOMPANY DESCRIPTION:
RIGHT OF WAY

CUPERTINO

CALIFORNIA



June 5, 2018
 HMH 4893.03.441
 Page 1 of 1

EXHIBIT "C"
 RIGHT OF WAY

REAL PROPERTY in the City of Cupertino, County of Santa Clara, State of California, being a portion of that parcel of land described in the Grant Deed recorded October 28, 2015, in Document No. 23127269 of Official Records, Santa Clara County Records, described as follows:

BEGINNING at the northwesterly corner of said parcel of land being on the general easterly line of Orange Avenue;

Thence along said general easterly line, South 89°03'38" East, 5.00 feet, to a line parallel with and 25' easterly of the centerline of Orange Avenue;

Thence along said parallel line, South 00°54'52" West, 74.97 feet, to the southerly line of said parcel of land, also being the general easterly line of Orange Avenue;

Thence along said general easterly line the following two courses:

1. Thence North 89°03'38" West, 5.00 feet;
2. Thence North 00°54'52" East, 74.97 feet, to the POINT OF BEGINNING.

Containing 375 square feet, more or less.

This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Date: 6-8-18

Tracy L. Giorgetti
 Tracy L. Giorgetti, LS 8720

