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STEVEN L. HALLGRIMSON FRANK R. UBHAUS RALPH J. SWANSON NANCY L. BRANDT LESLIE KALIM MCHUGH BRADI FY HEBERT

April 26, 2021

VIA FEDEX

Michael Weisz Senior Civil Engineer Parks and Public Works Engineering Division 41 Miles Avenue Los Gatos, CA 95030 MWeisz@losgatosca.gov

Re: MobileFrame, LLC v. Harriet Kennedy, et. al

Santa Clara County Case No. 16CV299942

Our File No.: 22915-003

Dear Mr. Weisz:

Our law firm represents MobileFrame, LLC, Lonny Oswalt, and Patricia Oswalt. MobileFrame, LLC, filed the above-entitled action (the "Action") to establish the abandonment of a sewer line easement created in 1947 (the "1947 Easement") on our clients' property located at 101 Blossom Hill Road, Los Gatos, CA 95032 (the "Property"). As we have discussed with you and Mr. Schultz, the 1947 Easement has not been used for at least 45 years, if ever, and the surrounding properties are served by a sewer line installed pursuant to a different easement in a different location. We are filing the Request to Abandon Easement with the Town of Los Gatos (the "Town") because our clients cannot move forward with seeking a judgment in the Action until the Town's interest and any interest that West Valley Sanitation District holds in the 1947 Easement are eliminated.

The 1947 Easement serves no function for the Town or WVSD. The Town, and possibly WVSD, only acquired an interest in the 1947 Easement because the Town owns two strips of land that were once part of the property that originally benefitted from the 1947 Easement before that

Michael Weisz April 26, 2021

property was subdivided into different parcels. As indicated by the Litigation Guarantee enclosed, the relevant strips of land that the Town owns are now part of the public street, North Santa Cruz Avenue. Thus, the Town's acquisition of the 1947 Easement appears to have been entirely incidental, and it appears that the Town has never used it and has no foreseeable use for it.

The 1947 Easement serves no function for the neighboring residential properties, which, according to the enclosed letter from the West Valley Sanitation District (the "WVSD Letter") have been served by the current sewer line since 1974. A land title specialist has confirmed that the current sewer line is not in the same location as the Abandoned Easement. Enclosed is a color-coded diagram (the "Diagram") created by the land title specialist depicting the location of the Easement in relation to other easements on the property, and well as his Declaration regarding the location of the 1947 Easement. The 1947 Easement is depicted in yellow on the Diagram, and the current sewer line, which is in a different location than the 1947 Easement and was installed pursuant to a different easement, is depicted in red on the Diagram.

As the nearby properties are served by a different sewer line installed pursuant to a different easement, the 1947 Easement serves no purpose to the Town, WVSD, or the nearby property owners.

In light of the fact that a land title specialist has already prepared the Diagram showing the location of the 1947 Easement in comparison to the location of the sewer line currently in use, we would request that the Town waive the requirement for a map prepared by a licensed civil engineer.

Please do not hesitate to call me if you have any questions about this matter. Our timeline is urgent because there is a limited amount of time before we are required to seek judgment in the Action, due to statutory requirements. My direct line is (408) 489-2758.

Sincerely,

BERLINER COHEN, LLP

ELLEN M. TAYLOR

E-Mail: ellen.taylor@berliner.com

EMT:

Enclosures



TOWN OF LOS GATOS REQUEST FOR ABANDONMENT OF EASEMENT

roperty Address:	101 Blossom Hill Road, Lo	s Gatos, California	Application	on Date: 04 / 23 / 21
asement Description		nent that has not	been used for at le	ast 45 years, if ever.
applicant: Lonny C	oswalt, Patricia Oswalt, and Mo	bileFrame, LLC	Email;	
(ppiicant	19605 Redberry Drive			Zip:95030
ADDITIONAL INFORM	ATION:			
L. Property Owne				taular@harlinar.com
Name:	Lonny Oswalt, Patricia O		Email.	.taylor@berliner.com
Address:	101 Blosso	m Hill Road		APN: 529 - 11 - 36
City:		_State: CA Zip	:95030Pho	one:(408) 489-2758
Property Own			eller	n.taylor@berliner.com
	101 Placcom Hill Road	d Los Gatos Califo	ornia	APN: 529 - 11 - 36
Address:	Los Gatos	States CA 7ir	. 95030 _{Pho}	one: (408) 489-2758
Shall be prepare Name: Please Firm: Cu	eyor or Civil engineer responsibled by a <u>Registered Civil Engineer or</u> e see attached Letter of Justific rt Dunbar / Alpha Land Surveys 4444 Scotts Valley D Scotts Valley,	r <u>Licensed Land Surv</u> cation. Reg. No.:_ s, Inc. Email: rive, Suite 7B	<u>eyor</u> (Secs. 6731 and PLS - 5615 curt@alpPhone:	exp. Date: 09 7 30 7 22 oha-surveyors.com (408) 645-4288
	ELOW MUST BE SUBMITTED W			
	Fee (see Fee Schedule)			
	ed(s) to adjacent property(ies)			
The following items approved by the Par	are to be submitted for the aboves and Public Works Director, a	andonment of eas and prior to forwa	ement, when the a rding to the Town (pplication has been Council for public hearing.
✓ Processing	Fee (see Fee Schedule)			
□ 8½″x11″ M	ap and legal description of are	a to be abandoned	d prepared by a Lic	ensed Land Surveyor (PDF)
SIGNATURE OF OWNE	R (REQUIRED):		Date:	04 / 23 / 21
Print Name:	Lonny Oswalt		Title: C	EO of MobileFrame
SIGNATURE OF APPLIC	CANT (IF OTHER THAN OWNER):			
			Date:	/ /
Print Name:			IITIE:	



August 31, 2016

Tom Laughlin Mobile Frame LLC 101 Blossom Hill Road Los Gatos, CA 95032

Re: Augusta Court Existing Sanitary Sewer System

Dear Mr. Laughlin:

Please accept this letter as the West Valley Sanitation District's (District) confirmation that the following properties in the Town of Los Gatos:

- 1 Augusta Court APN 529-11-048
- 2 Augusta Court APN 529-11-003
- 3 Augusta Court APN 529-11-004
- 696 N Santa Cruz Ave APN 529-11-045
- 5 Augusta Court APN 529-11-006
- 6 Augusta Court APN 529-11-005

discharge through an existing sewer system as shown in Attached Figure 1. At a minimum these properties have been utilizing this sewer system since 1974. At this time the District has no plans to relocate or reconfigure the existing sewer system serving these properties.

Please contact me at (408)385-3030 or akam@westvalleysan.org if you have any questions.

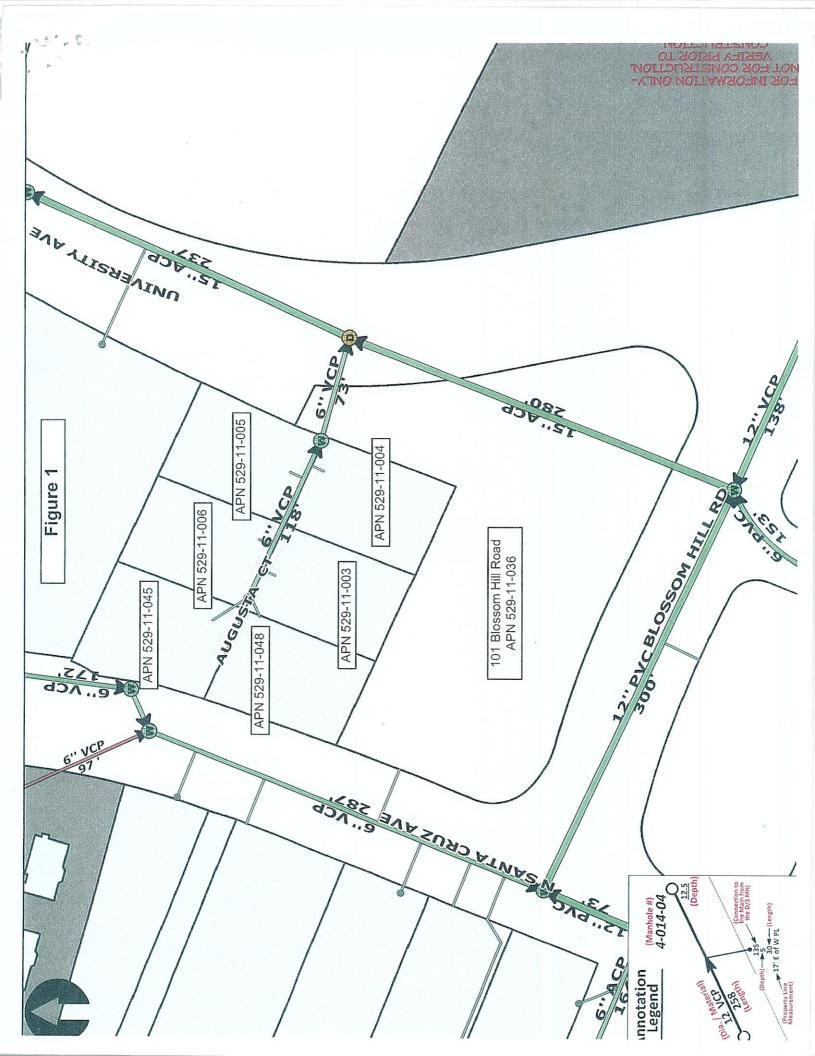
Sincerely,

Alan Kam

Senior Civil Engineer

ah K

Attachment - Figure 1 District Sewer Map



1	CHRISTIAN E. PICONE, CA STATE BAR NO. 218275 ELLEN M. TAYLOR, CA STATE BAR NO. 312018			
2	BERLINER COHEN TEN ALMADEN BOULEVARD			
3	ELEVENTH FLOOR SAN JOSE, CALIFORNIA 95113-2233			
4	TELEPHONE: (408) 286-5800			
5	FACSIMILE: (408) 998-5388 christian.picone@berliner.com			
6	ellen.taylor@berliner.com			
7	ATTORNEYS FOR PLAINTIFF MOBILEFRAME, L			
8	SUPERIOR COURT OF CALIFORNIA, COUR	NTY OF SANTA CLARA		
9				
10	MOBILEFRAME, LLC,	CASE NO. 1-14-CV-268625		
11	Plaintiff,	DECLARATION OF JIM WELLER IN SUPPORT PLAINTIFF MOBILFRAME,		
12	v.	LLC'S BRIEF IN SUPPORT OF REQUEST FOR JUDGMENT		
13	HARRIET W. KENNEDY,	I-OK JODGIVIDIAI		
14	MICHAEL DAVID HAUN,			
15	ALLYSON DREW HAUN,			
16	DONALD P. ARNAUDO,			
17	ROSE M. ARNAUDO,			
18	NICHOLAS M. STRUTHERS,			
19	JULIE STRUTHERS,			
20	PRAVEEN ISHAWARDAS CHANG,			
21	VASHA A. MANEK			
22	DOES 1 THROUGH 100, inclusive,			
23	Defendant(s)			
24	I, JIM WELLER, declare:			
25		, analyst, and advisor practicing independently from		
26	•	ons and expertise come from more than forty years'		
27	my office in Capitola, Camornia, iviy quanticati	ons and experuse come from more man forty years		
28				

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27 28 professional experience in land title practice, in connection with a wide variety of California real property transactions and litigation.

- Counsel for MobileFrame, LLC ("MobileFrame") provided me with a copy of a Preliminary Report by First American Title Insurance Company dated as of December 30, 2019, Order No. NCS-995887-SC, concerning certain land (the "Property") situate in the City or Town of Los Gatos, Santa Clara County, California ("Preliminary Report"). The Property is commonly known as 101 Blossom Hill Road (APN 529-11-036), and is owned by MobileFrame, LLC. A true and correct copy of the Preliminary Report is attached to the Index of Exhibits Filed in Support of Plaintiff MobileFrame, LLC's Brief in Support of Request for Judgment ("Index") as Exhibit B and incorporated herein.
- Title to the Property, according to the Preliminary Report, is vested in MobileFrame 3. LLC, a California limited liability company, as to an undivided 50% interest, and Lonny L. Oswalt and Patricia A. Oswalt, husband and wife, as to an undivided 50% interest, as tenants in common.
- The Property is described, in the Preliminary Report, in three parts, each identified as 4. a PARCEL. In this description, PARCEL ONE is the same as "Pcl. A," so designated and delineated on a Record of Survey recorded July 30, 1965 in Book 198 of Maps, page 2, Santa Clara County Records. PARCEL TWO is the same as "Pcl. B," so designated and delineated on the same Record of Survey. "Pcl. A" and "Pcl. B" were formerly owned by the Town of Los Gatos. Previously, "Pcl. A" was part of the former Southern Pacific Railroad Company right of way. PARCEL THREE in the Prelim is a parcel of land situated at the corner of Santa Cruz Avenue and Blossom Hill Road adjoining "Pcl. A" and designated as "CALIF. AUTO ASS'N." on the same Record of Survey.
- 5. According to the Preliminary Report, among other matters, there are four easements of record for subsurface water and sewer utility purposes encumbering the title to the Property. The areas of the Property affected by those easements, respectively, are as described in the relevant recorded documents, and as shown on the diagram I have made to depict those easement areas (the "Map"). A true and correct copy of the Map is attached to the Index as Exhibit D and incorporated herein.

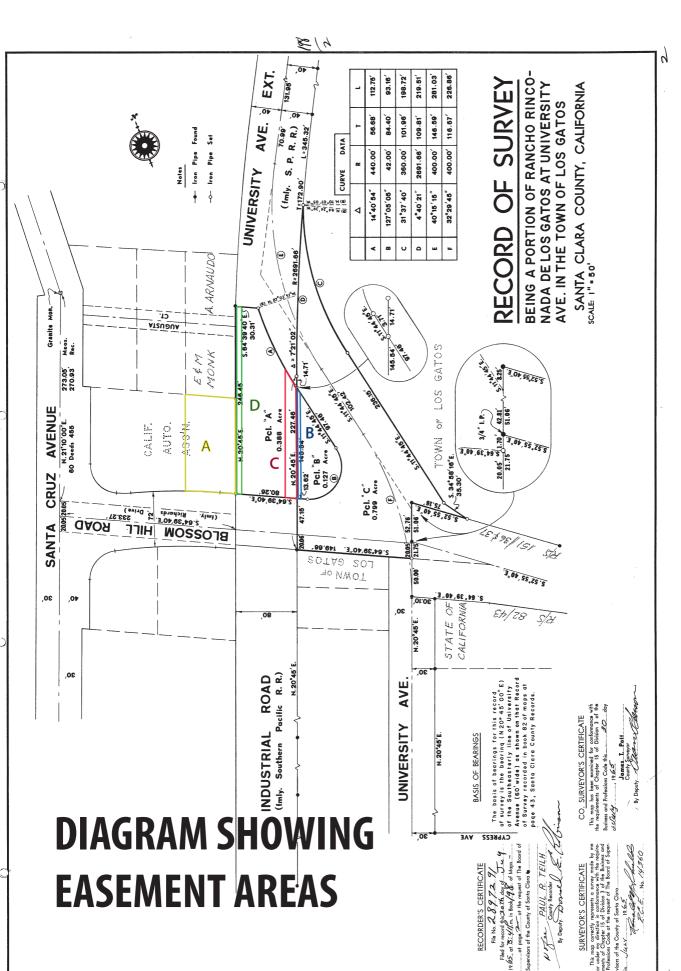
- 6. According to the Preliminary Report, the first easement of record was created through a Grant Deed dated April 2, 1947 by Columbus Z. Reed and Vera Reed to George W. Monk ("Monk"), recorded May 8, 1947 in Volume 1469, pages 599, Official Records of Santa Clara County, conveying title as to "the privilege of constructing and maintaining a sewer line across the easterly portion of [PARCEL THREE] . . . [the] sewer line to be run parallel with the Southern Pacific Railroad Company right of way extending from Williams Street [Blossom Hill Road] to the land owned by George W. Monk . . ." (the "1947 Grant"). The land of George W. Monk referred to in the 1947 Grant is designated as "E & M MONK" on the Record of Survey. The area of the Property affected by this easement or privilege is depicted in yellow on the Map.
- 7. The second easement of record identified in the Preliminary Report was created through a Grant Deed dated November 3, 1952 by Town of Los Gatos to San Jose Water Works, recorded November 14, 1952 in Volume 2525, pages 75-79, Official Records of Santa Clara County, conveying title as to "the right and privilege of excavating for and laying pipe lines [etc.] for . . . water" within a 5-foot wide strip of land along the westerly side of "Pcl. B." The area of the Property affected by this easement, right, or privilege is depicted in blue on the Map.
- 8. The third easement of record identified in the Preliminary Report was created through a Grant Deed dated September 28, 1960 by Southern Pacific Company to County Sanitation District No. 4, recorded December 1, 1960 in Volume 4998, pages 630--79, Official Records of Santa Clara County, conveying title as to "an easement for the purpose of constructing, maintaining and operating a sanitary sewer pipe line" within a 15-foot wide strip of land along the easterly side of "Pcl. A." The area of the Property affected by this easement is depicted in red on the Map.
- 9. The fourth easement of record identified in the Preliminary Report was created through a Grant Deed dated April 22, 1969 by Town of Los Gatos to Independent Insurance Service, Inc., recorded December 1, 1960 in Volume 4998, pages 630--79, Official Records of Santa Clara County, reserving to the Town of Los Gatos title as to "an easement for the purpose of constructing, operating, maintaining [etc.] public underground drainage pipes and sewer lines" within a 10-foot wide strip of land along the westerly side of "Pcl. A." The area of the Property affected by this easement is is depicted in green on the Map.

- 10. Although the Preliminary Report indicates that 1947 Grant created an easement, it is noteworthy that the grant to Monk was "the privilege of constructing and maintaining a sewer line" but not a "right" to do so, or a "right of way," as is usual in easement wordage. The omission of the word "right," or "right of way" may signify that the grantor had an intent to grant a license or permit, but not a perpetual easement.
- 11. A sewer diagram provided by West Valley Sanitation District ("WVSD") shows the present locations of sewer pipelines in use by WVSD, under, in, and through the Property and adjoining lots ("Sewer Diagram"). A true and correct copy of the Sewer Diagram and the accompanying letter from WVSD that I received from MobileFrame's counsel is attached to the Index as **Exhibit C** and incorporated herein.
- 12. On the Sewer Diagram, the locations of (i) a 15-inch ACP sewer main situated in easement area C. (red), and in University Avenue; and (ii) a 6-inch sewer line in Augusta Court, and extending across the most northerly part of "Pcl. A," into University Avenue and the main sewer line, are shown.
- 13. On the Sewer Diagram, the 6-inch sewer line in Augusta Court is shown as serving the six lots in the Augusta Court subdivision, including the lot formerly owned by Monk, which is commonly known as 3 Augusta Court (APN 529-11-004). The buildings on the Property are apparently served by a private sewer line connecting with the 15-inch ACP sewer main situated in easement area C. (red).
- 14. The 1947 deed to Monk did not describe the location of the sewer line precisely, specifying only that it would be in the "easterly portion of [PARCEL THREE]," that the sewer line would extend from Williams Street [Blossom Hill Road] to the land owned by Monk, and that it would "be run parallel with the Southern Pacific Railroad Company right of way." That description would put the sewer line somewhere within easement area A., which I've colored yellow.
- 15. According to the Sewer Diagram, Monk's 1947 sewer line is no longer in use, if it ever was. The Sewer Diagram shows no sewer line across PARCEL THREE, and it shows that 3 Augusta Court is served by the 6-inch line situated in Augusta Court, on the other side of the lot.

16. I have personal knowledge of the facts stated above except as to those which are stated on information and belief, and as to those, I am informed and believe that they are true. If called as a witness, I could and would testify competently to the foregoing in a court of law. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 23rd day of June, 2020.

Jon E Willen



LITIGATION GUARANTEE

CLTA GUARANTEE FORM NO. 1 (06/05/14)



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

Issued through the office of: Old Republic Title Company 524 Gibson Drive Roseville, CA 95678

Countersigned:

Validating Officer

Trung L. Sunt

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

Monroe President

Secretary

Ву

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4(b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. LIMITATION OF LIABILITY

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. PAYMENT OF LOSS

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. ARBITRATION

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. SEVERABILITY

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.
 - Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, (612) 371-1111.

LITIGATION GUARANTEE

ORDER NO. 2202065352
REFERENCE NO. Blossom Hill Road
GUARANTEE NO. A04016-LITA-294315

LIABILITY \$100,000.00

DATE OF GUARANTEE July 2nd, 2020 at 8:00:00 AM

FEE \$2,800.00

SCHEDULE A

1. Name of Assured:

MobileFrame LLC, Lonny Oswalt and Patricia Oswalt

2. The estate or interest in the Land that is the subject of this Guarantee is:

An Easement

3. The Land referred to in this Guarantee is described as follows:

** SEE EXHIBIT "A" ATTACHED **

- 4. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to Quiet Title to Extinquish the Easement recorded May 8, 1947 in Book 1499 of Official Records, Page 599. It shall not be used or relied upon for any other purpose.
- 5. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest is vested in:
 Praveen Ishawardas Chang and Varsha A. Manek, husband and wife as Community Property with Right of Survivorship,

Thomas C. Spilsbury, Jr., an unmarried man,

Michael David Haun and Allyson Drew Haun, husband and wife as community property with right of survivorship,

Donald P. Arnaudo and Rose M. Arnaudo Trustees of the D & R Arnaudo Revocable Family Trust, dated October 05, 1998,

Donald P. Arnaudo and Rose M. Arnaudo, Trustees or their successors of The D & R Arnaudo Revocable Family Trust dated October 5, 1998, as to an undivided 98% interest, and Stefan Arnaudo, a married man as his sole and separate property as to an undivided 2% interest,

Nicolas M. Struthers and Julie Struthers, as Trustees of the Struthers Revocable Living Trust dated the 17th day of October, 2005, and the

Town of Los Gatos, a municipal corporation of the State of California,

as their interests may appear of record

b. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily

- shown in the order of their priority.
- c. The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are as shown therein. The vestee named herein and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to above in paragraph 4.
- d. The current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to above in paragraph 4. However, no return address for mailing after recording is shown in Schedule C as to those current interest holders.
- e. The return address for mailing after recording, if any, as shown on each document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown above in paragraph 5(a), are as shown in Schedule C.

LITIGATION GUARANTEE

ORDER NO. 2202065352
REFERENCE NO. Blossom Hill Road
GUARANTEE NO. A04016-LITA-294315

LIABILITY \$100,000.00

DATE OF GUARANTEE July 2nd, 2020 at 8:00:00 AM

FEE \$2,800.00

SCHEDULE B, PART I

- 1. Taxes and assessments, general and special, for the fiscal year 2020 2021, a lien, but not yet due or payable.
- 2. Supplemental taxes, general and special, for the fiscal year 2019 2020 (triggered by recordation of the Grant Deed on July 12, 2019) as follows:

Assessor's Parcel No. : 529-11-003 Bill No. : 529-11-003-91

1st Installment : \$0.00 Marked Paid 2nd Installment : \$6,055.86 NOT Marked Paid

All Due & Payable on : July 31, 2020

Said matters affect the interest of Thomas C. Spilsbury, Jr., an unmarried man

- 3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
- 4. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Blossom Hill Road.
- 5. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Indenture

Granted To : Margaret Redmond For : A right of way

Recorded : December 29, 1903 in Book 275 of Deeds, Page 83

Affects : As described therein

SCHEDULE B, PART II

1. Any interest in said easement of Town of Los Gatos, a municipal corporation of the State of California as an owner of the former lands of George W. Monk, as disclosed by the Grant Deed recorded August 12, 1977 in Book D069 of Official Records, Page 383 under Recorder's Serial Number 5752911.

The land described in the above document is a portion of the public street known as North Santa Cruz Avenue adjacent to the parcel designated by the county assessor as assessor's parcel number 529-11-045.

2. Any interest in said easement of Town of Los Gatos, a municipal corporation of the State of California as an owner of the former lands of George W. Monk, as disclosed by the Grant Deed recorded November 8, 1977 in Book D262 of Official Records, Page 58 under Recorder's Serial Number 5837187.

The land described in the above document is a portion of the public street known as North Santa Cruz Avenue adjacent to the parcel designated by the county assessor as assessor's parcel number 529-11-048.

3. Any interest in said easement of Donald P. Arnaudo and Rose M. Arnaudo Trustees of the D & R Arnaudo Revocable Family Trust, dated October 05, 1998 as an owner of the former lands of George W. Monk, as disclosed by the Grant Deed recorded October 13, 1998 in Official Records under Recorder's Serial Number 14442253.

The land described in the above document is designated by the county assessor as assessor's parcel number 529-11-005.

4. Any interest in said easement of Donald P. Arnaudo and Rose M. Arnaudo, Trustees or their successors of The D & R Arnaudo Revocable Family Trust dated October 5, 1998 as an owner of the former lands of George W. Monk, as disclosed by the Grant Deed recorded July 7, 2005 in Official Records under Recorder's Serial Number 18457808.

Also any interest in said easement of Stefan Arnaudo, a married man as his sole and separate property as disclosed by the Gift Deed recorded April 28, 2017 in Official Records under Recorder's Serial Number 23635840.

And as disclosed by the Interspousal Transfer Grant Deed from Amy M Arnaudo recorded February 7, 2018 in Official Records under Recorder's Serial Number 23863148.

Also any interest therein of the below parties by virtue of the following:

A. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$494,800.00

Trustor/Borrower : Stefan Arnaudo, a married man as his sole and separate

property as to an undivided 2% int and Donald P Arnaudo and Rose M Arnaudo, Trustees or their successors of The D & R Arnaudo Revocable Family Trust dated October 5, 1998,

as to an undivided 98% int

Trustee : ReconTrust Company, N.A.

Beneficiary/Lender : Mortgage Electronic Registration Systems, Inc., a

corporation the beneficiary, as nominee for Bank of

America, N.A., a National Association organized and existing

under the laws of United States, the lender

Dated : January 26, 2018

Recorded : February 7, 2018 in Official Records under Recorder's Serial

Number 23863149

"MIN" : 100015702784203038

The land described in the above documents are designated by the county assessor as assessor's parcel number 529-11-006.

5. Any interest in said easement of Michael David Haun and Allyson Drew Haun, husband and wife as community property with right of survivorship as an owner of the former lands of George W. Monk, as disclosed by the Grant Deed recorded June 8, 2011 in Official Records under Recorder's Serial Number 21200357.

Also any interest therein of the below parties by virtue of the following:

A. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$765,000.00

Trustor/Borrower : Michael David Haun and Allyson Drew Haun, husband and

wife as community property with right of survivorship

Trustee : John D. Duncan, Esq.

Beneficiary/Lender : Mortgage Electronic Registration Systems, Inc., a

corporation the beneficiary, as nominee for United

Wholesale Mortgage, a LLC organized and existing under

the laws of MI, the lender

Dated : March 10, 2020

Recorded : March 18, 2020 in Official Records under Recorder's Serial

Number 24432141

Loan No. : 122018430

"MIN" : 100032412201084305

The land described in the above documents are designated by the county assessor as assessor's parcel number 529-11-004.

6. Any interest in said easement of Praveen Ishawardas Chang and Varsha A. Manek, husband and wife as Community Property with Right of Survivorship as an owner of the former lands of George W. Monk, as disclosed by the Grant Deed recorded August 26, 2011 in Official Records under Recorder's Serial Number 21292303.

Also any interest therein of the below parties by virtue of the following:

A. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$547,000.00

Trustor/Borrower : Praveen Ishawardas Chang and Varsha A. Manek, husband

and wife

Trustee : First American Title Company

Beneficiary/Lender : Mortgage Electronic Registration Systems, Inc., a

corporation the beneficiary, as nominee for Provident Funding Associates, L.P., a limited partnership organized and existing under the laws of California the lender

Dated : January 5, 2013

Recorded : January 16, 2013 in Official Records under Recorder's Serial

Number 22051281

Loan No. : 222110234

"MIN" : 1000179-0222110234-2

The land described in the above documents are designated by the county assessor as assessor's parcel number 529-11-048.

7. Any interest in said easement of Nicolas M. Struthers and Julie Struthers, as Trustees of the Struthers Revocable Living Trust dated the 17th day of October, 2005 as an owner of the former lands of George W. Monk, as disclosed by the Grant Deed recorded December 16, 2011 in Official Records under Recorder's Serial Number 21461504.

Also any interest therein of the below parties by virtue of the following:

Deed of Trust to secure an indebtedness of the amount stated below and any other Α. amounts payable under the terms thereof,

Amount \$182,900.00

Nicolas M Struthers and Julie Struthers, husband and wife Trustor/Borrower

Trustee First American Title Company

Mortgage Electronic Registration Systems, Inc., a Beneficiary/Lender

> corporation the beneficiary, as nominee for Provident Funding Associates, L.P., a limited partnership organized

and existing under the laws of California the lender

December 7, 2011 Dated

Recorded December 15, 2011 in Official Records under Recorder's

Serial Number 21459713

Loan No. 1821111025

"MIN" 1000179-1821111025-1

The land described in the above documents are designated by the county assessor as assessor's parcel number 529-11-045.

8. Any interest in said easement of Thomas C. Spilsbury, Jr., an unmarried man as an owner of the former lands of George W. Monk, as disclosed by the Grant Deed recorded July 12, 2019 in Official Records under Recorder's Serial Number 24224469.

Also any interest therein of the below parties by virtue of the following:

Α. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount \$840,000.00

Trustor/Borrower Thomas C. Spilsbury, Jr., an unmarried man

Trustee Fidelity National Title Insurance

First Republic Bank, a State Bank, organized and existing Beneficiary/Lender

under the laws of California

Dated December 30, 2019

January 9, 2020 in Official Records under Recorder's Serial Recorded

Number 24377245

Loan No. 22-07421712

The land described in the above documents are designated by the county assessor as assessor's parcel number 529-11-003.

LITIGATION GUARANTEE

ORDER NO. 2202065352 REFERENCE NO. **Blossom Hill Road** GUARANTEE NO. A04016-LITA-294315

LIABILITY \$100,000.00

July 2nd, 2020 at 8:00:00 AM \$2,800.00 DATE OF GUARANTEE

FEE

SCHEDULE C

Addresses

Paragraph No.	Recording Information	Mailing Address
Paragraph 5, Schedule A and Paragraph 1, Schedule B Part II Paragraph 5, Schedule A and Paragraph 2, Schedule B Part II Paragraph 5, Schedule A and Paragraph 3, Schedule B Part II	August 12, 1977 in Book D069 of Official Records, Page 383 under Recorder's Serieal Number 5752911 November 8, 1977 in Book D262 of Official Records, Page 58 under Recorder's Serial Number 5837187 October 13, 1989 in Official Records under Recorder's Serial Number 14442253	Town Clerk Town of Los Gatos Post office Box 949 Los Gatos, CA 95030 Town Clerk Town of Los Gatos Post office Box 949 Los Gatos, CA 95030 Mr. Donald P. Arnaudo 17843 Andrews Avenue Monte Sereno, CA 95030
Paragraph 5, Schedule A and Paragraph 4, Schedule B Part II	July 7, 2005 in Official Records under Recorder's Serial Number 18457808	Mr. Donald P. Arnaudo 17843 Andrews Avenue Monte Sereno, CA 95030
Paragraph 5, Schedule A and Paragraph 4, Schedule B Part II	April 28, 2017 in Official Records under Recorder's Serial Number 23635840	Michael S. Bays 19A North Santa Cruz Avenue Los Gatos, CA 95030
Paragraph 5, Schedule A and Paragraph 4, Schedule B Part II	February 7, 2018 in Official Records under Recorder's Serial Number 23863148	Stefan D. Arnaudo 5 Augusta Court Los Gatos, CA 95030
Paragraph 4A, Schedule B Part II	February 7, 2018 in Official Records under Recorder's Serial Number 23863149	Mortgage Connect LP 260 Airside Drive Moon Township, PA 15108
Paragraph 5, Schedule A and Paragraph 5, Schedule B Part II	June 8, 2011 in Official Records under Recorder's Serial Number 21200357	Michael David Haun Allyson Drew Haun 3 Augusta Court Los Gatos, CA 95030
Paragraph 5A, Schedule B Part II	March 18, 2020 in Official Records under Recorder's Serial Number 24432141	United Shore Financial Services, LLC 585 South Boulevard E Pontiac, MI 48341 Attn: Post Closing Manager
Paragraph 5, Schedule A and Paragraph 6, Schedule B Part II	August 26, 2011 in Official Records under Recorder's Serial Number 21292303	Praveen I. Chang 1 Augusta Court Los Gatos, CA 95030
Paragraph 6A, Schedule B Part II	January 16, 2013 in Official Records under Recorder's Serial Number 22051281	Provident Funding Associates, L.P. 851 Traeger Ave., Suite 100 San Bruno, CA 94066
Paragraph 5, Schedule A and Paragraph 7, Schedule B Part II	December 16, 2011 in Official Records under Recorder's Serial Number 21461504	Nicholas M. Struthers 696 North Santa Cruz Avenue Los Gatos, CA 95030

Paragraph 7A, Schedule B Part II	December 15, 2011 in Official Records under Recorder's Serial Number 21459713	Provident Funding Associates, L.P. 1633 Bayshore Highway, Suite 155
Paragraph 5,	July 12, 2019 in Official Records under	Burlingame, CA 94010 Thomas C. Spilsbury, Jr.
Schedule A and	Recorder's Serial Number 24224469	2 Augusta Court
Paragraph 8,		Los Gatos, CA 95030
Schedule B Part II		
Paragraph 8A,	January 9, 2020 in Official Records under	First Republic Bank
Schedule B Part II	Recorder's Serial Number 24377245	111 Pine Street
		San Francisco, CA 94111

EXHIBIT "A"

The land referred to in this policy is situated in the County of Santa Clara, City of the Town of Santa Clara, City of the Clara, City o

The easement granted by Columbus Z. Reed and Vera Reed, his wife to George W. Monk in the Grant Deed recorded May 8, 1947 in Book 1469 of Official Records, Page 599 under Recorder's Serial Number 459143, being more particularly described as follows:

The privilege of constructing and maintaining a sewer line across the easterly portion of that certain property described as follows:

BEGINNING at the point of intersection of the center line of Santa Cruz Avenue, also known as San Tomas Aquino Road with the Northerly line of Williams Street, being the Southerly line of that certain 114.12 acre tract formerly the property of Owen Gaffney; thence along said center line of Santa Cruz Avenue N. 21° 18′ E. 142 feet to the point of intersection of said center line with the Northwesterly prolongation of the Southwesterly line of parcel of land conveyed by J. H. Singer, et ux, to Thos. J. Kelly by Deed dated January 5, 1922 and recorded January 11, 1922 in Book 548 of Deeds, page 133; thence along the said Southwesterly line of the land so conveyed to Kelly, S. 64° 48′ E. 200.5 feet to the Westerly line of the Southern Pacific Coast Railroad Company's right of way; thence Southwesterly along said line of said right of way 142 feet to said Northerly line of Williams Street and Southerly line of said 114.12 acre tract; thence Northwesterly along said last mentioned line 200.5 feet to the point of beginning and being a portion of Lot 6 of the Parr Partition in the Rancho Rinconada de Los Gatos.

Said sewer line to be run parallel with the Southern Pacific Railroad Company right of way extending from Williams Street to the land owned by George W. Monk. This easement is appurtenant and shall be for the benefit of the adjoining lands owned by George W. Monk.

Grantors shall have the privilege of utilizing said sewer line and Grantee covenants to maintain the same.

RECORDING REQUESTED BY: Stewart Title of California. WHEN RECORDED MAIL TO:

Michael David Haun Allyson Drew Haun 3 Augusta Court Los Gatos, California 95030

ORDER NO.

7911-375748

ESCROW NO. 375748

DOCUMENT:

21200357



48 00 -Fees.. 757 90 Taxes... Copies . . 805.90 AMT PAID

Pages:

REGINA ALCOMENDRAS SANTA CLARA COUNTY RECORDER Recorded at the request of

RDE # 014 6/08/2011 MA 00.3

Stewart Title of California

STACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DI	EED
THE UNDERSIGNED GRANTOR(s) DECLARE(s):	APN: 529-11-004
DOCUMENTARY TRANSFER TAX is: \$757.90	CITY TAX
☐ Monument Preservation Fee is:	Explanation of Exemption:
computed on full value of property conveyed, or	
 computed on full value less value of liens or encumbrances 	
remaining at time of sale.	Many Worming
☐ Unincorporated area: 区 City of Los Gatos, and	Signature of Declarant or Agent Determining Tax
	Thomas W. Downing
FOR A VALUABLE CONSIDERATION, receipt of which is hereby as	cknowledged,
Thomas W Downing, Co-Trustee and Janet M Downing, Co-Tru	istee, of The Downing Living Trust dated February
24, 1992	
hereby GRANT(S) to	
Michael David Haun and Allyson Drew Haun, husband and wi	fe as community property with right of survivorship
the following described real property in the City of Los Gatos, County of	of Santa Clara, State of California:

LEGAL DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

DATE: June 3, 2011

STATE OF CALIFORNIA

COUNTY OF South Clara

before me. a Notary Public, personally appeared Troma W. Downing

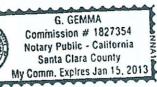
who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their/signature(s) on the instrument the person(s)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

TAX STATEMENTS AS DIRECTED ABOVE



(Scal)

EXHIBIT - A -

LEGAL DESCRIPTION

PARCEL ONE:

Beginning at a point on the Southwesterly line of that certain parcel of land described in the deed from Will H. Boggs to George W. Monk, dated February 12, 1946, recorded February 21, 1946, in Book 1333, page 94, Official Records of Santa Clara County; distant thereon South 64° 48' East 135 feet from the Western most corner thereof on the Southeasterly line of San Tomas Aquino Road; running thence South 64° 48' East along the said Southwesterly line of the land so described in the deed to said Monk 65.50 feet to the Southernmost corner thereof on the Northwesterly line of the South Pacific Coast Railroad Company's right of way; running thence North 21° 18' East along said last named line 94 feet; thence leaving said last named line and running North 64° 40' West and parallel with the said Southwesterly line of the land so described in the deed to said Monk 65.50 feet; thence South 21° 18' West and parallel with the said Southeasterly line of San Tomas Aquino Road 94 feet to the point of beginning.

PARCEL TWO:

A right of way for ingress and egress over a strip of land 24 feet wide, the center line of which is described as follows:

Beginning at a point in the Southeasterly line of the San Tomas Aquino Road distant thereon North 21° 18' East 94 feet from the Westernmost corner of that certain parcel of land described in the deed from Will H. Boggs to George W. Monk dated February 12, 1946, and recorded February 21, 1946, in Book 1333 of Official Records at page 94; thence leaving said centerline of the San Tomas Aquino Road and parallel with the Southwesterly line of said parcel of land so conveyed to George W. Monk South 64° 48' East 200.50 feet to the point in the Southeasterly line of said parcel of land.

Excepting from Parcel Two that portion lying within the bounds of Parcel One

APN/ARB: 529-11-04

I TECOIDAIN)	HEOM	MED BY

Donald P. Arnaudo OUDEU .

WHEN RECORDED MAIL TO

Mr. Donald P. Arnaudo 17843 Andrews Avenue Address Monte Sereno, CA 95030

14442253

Titles 1 / Pages 2 Fees

20 00 Taxes

Copies AMT PAID 20 00

BRENDA DAVIS SANTA CLARA COUNTY RECORDER Recorded at the request of

RDE # 002 10/13/1998 11-18 AM

6,	Augusta	Court
0 0	Augusta	Court

7	sta Court orace arove this line for mecondens use
Aug	Grant Deed Grant Deed
ALL.	The undersigned granter(s) declare(s): Documentary transfer tax is \$ to Revocable Trust. No Tax Due* () computed on full value of property conveyed, or () computed on full value less value of flens and encumbrances remaining at time of sale. (x) Unincorporated area: () City of (x) Realty not sold. FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, *Donald P. Arnaudo, a single man*
	hereby GRANT(S) to * Donald P. Arnaudo and Rose M. Arnaudo Trustees of the D & R Arnaudo Revocable Family Trust, dated October 05, 1998.*
	that property in that unincorporated area of Santa Clara County, State of California, more particularly described in Exhibit "A" attached hereto and made a part hereof:
	Mail Tax Statements to 17843 Andrews Avenue, MOnte Sereno, California 95030 Date October 05, 1998
	Donald P. Arnaudo
	STATE OF CALIFORNIA
	COUNTY OF Santa clara On October 05, 1998 Undersigned, a Notary Public In and for said State, personally appeared Donald P. Arnaudo
	personally known to me (or proved to me on the bank of sallsfactory cyldence) to be the personal whose name is lawed authorized to the within instrument sind acknowledged to me that he had a construction to the within all of the same in the personal capacity size of a province is the had a construction of the instrument the personal of the instrument the personal of the construction

No cry i mic - California Sonia ward County My Comm. busines Jul 26, 2002

WITNESS my band and official seal.

TOIS-140 2/94

Signature Name

Linda M. Matthias, Notary Public (typed or printed)

(This area for official notarial seal)

Real property located in the County of Santa Clara County, State of California, described as follows:

BEGINNING at a point on the Southeasterly line of San Tomas Aquino Road, distant thereon North 21° 18' East 94 feet from the Westernmost corner of that certain parcel of land described in the Deed from Will M. Beggs, to George W. Monk, dated February 12, 1946, recorded February 21, 1946 in Book 1333 of Official Records, page 94, Santa Clara County Records; running thence South 64° 48' East and parallel with the Southwesterly line of the land so described in the Deed to said Monk 135 feet to the true point 64° 48' East and parallel with the said Southwesterly line of the land so described in the Deed to said Monk 65.50 feet to the Northwesterly line of the South Pacific Coast Railroad Company's right of way; running thence North 21° 18' East along said last named line 27.10 feet; thence on distance of 66.90 feet to the Easternmost corner of the land so described in the Deed to said Monk; running thence North 65° 45' West along the Northeasterly line of the land so described in the Deed to said Monk; running thence so described in the Deed to said Monk; running thence North 65° 45' West along the Northeasterly line of the land less, to the intersection thereof with a line drawn at North 21° 18' East from the true point of beginning; running thence South 21° 18' West 91.50 feet, more or less, to the true point of beginning; running thence South 21° 18' West 91.50 feet, more or less,

Together with a right of way for ingress and egress over a strip of land 24 feet wide the center line of which is described as follows:

Beginning at a point in the Southeasterly line of the San Tomas Aquino Road, distant thereon North 21° 18' East 94 feet from the Westernmost corner of that certain percel of land described in the Deed from Will M. Beggs, to George W. Mink, dated February 12, 1946 and recorded February 21, 1946 in Book 1333 of Official Records, at page 94; thence leaving said line of the San Tomas Aquino Road and parallel with the Southwesterly line of said percel of land so conveyed to George W. Mink South 64° 48' East 200.50 feet to a point in the Southeasterly line of said percel of land.

RECORDING REQUESTED BY:

Scott D. van Keulen, Esq.

WHEN RECORDED MAIL TO:

Mr. and Mrs. Donald P. Arnaudo 17843 Andrews Street Monte Sereno, CA 95030

Mail Tax Statements To:

SAME AS ABOVE

DOCUMENT: 18457808



Pages: Fees 20 00 Taxes Copies AMT PAID 26 88

BRENDA DAVIS SANTA CLARA COUNTY RECORDER Recorded at the request of Recording Service

RDE # 003 7/07/2005 3:20 PM

SPACE ABOVE THIS LINE FOR RECORDERS' USE

51	lugus	ta C	ourt	as	Gato	s.C	Α_

GRANT DEED	
The undersigned grantor(s) declare(s): Documentary transfer tax is \$ 0 City tax \$ 0 Computed on full value of property conveyed, or Computed on full value less value of liens or encumbrances remaining at time Unincorporated area: (X) Town of Los Gatos, and FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,	No taxes due.
Donald P. Arnaudo	
Hereby GRANTS to	
Donald P. Arnaudo and Rose M. Arnaudo, Trustees or their successors of The dated October 5, 1998	e D & R Arnaudo Revocable Family Trust
The following described real property in the Town of Los Gatos County of Santa Clara, State of California	
See Legal description attached hereto and made a part hereof as EXHIBIT "A	"
DATE: 7/5/05 DO	Donald Blesauds
STATE OF CALIFORNIA	onaid F. Arnaudo
COUNTY OF SANTA CLARA }ss.	
On JULY 5, 2005, before me MOMAS W SAAFOR UR	
personally appeared DOMALD P. ARWAUDO	THOMAS W. SHAFER JR.
personally known to me (or proved to me on the basis of satisfactory evidence)	COMM. NO. 1422205 M

SAVITA CLARA COUNTY COMM. EXPIRES JULY 1, 2007

WITNESS my hand and official seal.

to be the person(e), whose name(s) islare 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.

Signature

(This Area For Official Notarial Seal)

EXHIBIT "A" LEGAL DESCRIPTION

The land referred to in this report is situated in the State of California, Town of Los Gatos, County of Santa Clara, and is described as follows:

BEGINNING at a point on the Southeasterly line of San Tomas Aquino Road; distant thereon North 21° 18' East 94 feet from the Westernmost corner of that certain parcel of land described in the Deed from Will M. Beggs to George W. Monk; dated February 12, 1946, recorded February 21; 1946 in Book 1333 of Official Records, page 94, Santa Clara County Records; running thence South 64° 48' East and parallel with the Southwesterly line of the land so described in the Deed to said Monk, 71' feet; to the true point of beginning of this Description; thence continuing South 64° 48' East and parallel with the said Southwesterly line of the land so described in the Deed to said Monk, 64 feet; running thence North 21° 18' East 91.50 feet, more or less, to the Northeasterly line of the land so described in the Deed to said Monk; running thence North 65° 45' West along said last named line, 64 feet, more or less, to the intersection thereof with a line drawn at North 21° 18' East from the true point of beginning, running thence South 21° 18' East from the true or less, to the true point of beginning, running thence South 21° 18' West 90 feet, more or less, to the true point of beginning.

TOGETHER with a right of way for ingages and egress over a strip of land 24 feet wide, the center line of which is described as follows:

BEGINNING at a point in the Southeasterly line of the San Tomas Aquino Road, distant thereon North 21° 18' East 94 feet from the Westernmost corner of that certain parcel of land described in the Deed from Will M. Beggs to George W. Monk; dated February 12, 1946 and recorded February 21, 1946 in Book 1333 of Official Records, at page 94; thence leaving said line of the San Tomas Aquino Road, and running parallel with the Southwesterly line of said parcel of land so conveyed to George W. Monk; South 64° 48' East 200.50 feet to a point in the Southeasterly line of said parcel of land. Grantor reserves unto himself, for the benefit of adjoining lands owned by him, his heirs, executors or assigns, a right of ingress and egress of a 14 foot strip of land being the Southerly portion 3/4 of the parcel hereabove described.

APN 529-11-006

LSI, Local Solutions Lender Processing Services

RECORDING REQUESTED BY:

LSI 13052688

WHEN RECORDED MAIL TO:

Nicholas M. Struthers 696 North Santa Cruz Avenue Los Gatos, CA 95030

21461504 DOCUMENT:

Pages: 48 00 + Fees Taxes. Copies 48.00 AMT PAID

REGINA ALCOMENDRAS SANTA CLARA COUNTY RECORDER Recorded at the request of Recording Service

RDE # 005 12/16/2011 9.20 AM

NOTARY PUBLIC - CALIFORNIA SAN LUIS OBISPO COUNTY My Commission Expires 8/31/2012

APN: 529-11-045	SPACE ABOVE THIS LINE FOR RECORDER'S USE GRANT DEED
Realty not sold	city of Los Gatos, and CITY TAX is \$0.00 E property conveyed, or E of liens or encumbrances remaining at the time of sale, THIS DOCUMENT IS FILED FOR RECORD BY CHICAGO TITLE
FOR A VALUABLE CONSIDERATION, receip Nicolas M. Struthers and Julie Struthers, Hu	of which is hereby acknowledged, AT TO ITS EXECUTION EXAMINE
hereby GRANT(S) to Nicolas M. Struthers a Living Trust dated the 17th day of October,	d Julie Struthers, as Trustees of the Struthers Revocable 2005
the following described real property in the As shown in Exhibit "A" attached hereto an 696 North Santa Cruz Avenue, Los Gatos, C	City of Los Gatos, County of Santa Clara, State of California: made a part hereof, and commonly known as 95030
Dated:	Cicolos MS/mylhus
STATE OF CALIFORNIA CLARA SSS	Nicolas M. Struthers
on 7 December 2011 Paul Whitney personally appeared Nicolas M. Str	before me
who proved to me on the basis of satisfactory eviperson(s) whose name(s) is are subscribed to the and acknowledged to me that he/she(they) execut his/her(their) authorized capacity(ies), and that signature(s) on the instrument the person(s), or the end of which the person(s) acted, executed the instrument	of the same in SPACE BELOW RESERVED FOR NOTARY SEAL of the same in Space Below Reserved For Notary Seal of the same in Space Below Reserved For Notary Seal of the same in Space Below Reserved For Notary Seal of the same in Space Below Reserved For Notary Seal of the same in Space Below Reserved For Notary Seal of the same in Space Below Reserved For Notary Seal of the same in Space Below Reserved For Notary Seal of the same in Space Below Reserved For Notary Seal of the same in Space Below Reserved For Notary Seal of the same in Space Below Reserved For Notary Seal of the same in Space Below Reserved For Notary Seal of the same in Space Below Reserved For Notary Seal of the same in Space Below Reserved For Notary Seal of the Space Below Reserved For Notary Sea
I certify under PENALTY OF PERJURY under the law California that the foregoing paragraph is true and con WITNESS my hand and official seal. Signature	PAUL WHITNEY Comm. # 1811893 G NOTARY PUBLIC - CALIFORNIA S SAN LUIS OBISPO COUNTY S My Commission Expires 8/31/2012 pc

LEGAL DESCRIPTION

Exhibit A

The following described property:

Situated in the County of Santa Clara, State of California.

Parcel No. 1:

Beginning at a point in the Southeasterly line of Santa Clara- Los Gatos Road, formerly San Tomas Aquino Road, also known as Santa Cruz Avenue, distant thereon N. 21 degrees 18' East, 94 feet from the Westernmost corner of that certain Parcel of land described in the Deed from Will M. Beggs to George W. Monk, dated February 12, 1946, Recorded February 21, 1946 in Book 1333 of Official Records, Page 94, Santa Clara County Records; running thence South 64 degrees 48' East, and parallel with the Southwesterly line of the land so described in the Deed to said Monk 71 feet; running thence North 21 degrees 18' East, 90 feet, more or less, to the Northeasterly line of the land so described in the Deed to said Monk, running thence North 65 degrees 45' West, along said last named line 87.50 feet, more or less, to the the said Southeasterly line of the San Tomas Aquino Road; running thence along said named line South 5 degrees 08' West 59.60 feet to a point on the Northerly line of the Town limits of the Town of Los Gatos; distant thereon South 70 degrees 15' East, 31 feet from Station S-A 37 of the survey of the center line of San Tomas Aquino Road; thence continuing along said Southeasterly line of San Thomas Aquino Road, South 21 degrees 18' West, 32.90 feet to the point of Beginning.

Excepting therefrom that portion conveyed to the Town of Los Gatos, a Municipal Corporation In Document entitled, Grant Deed, Recorded August 12, 1977 in Book D69 of Official Records, Page 383, Santa Clara County Records.

Parcel No. 2:

A Non-exclusive right of way, as appurtenant to Parcel No. 1 above described, for ingress and egress over a strip of land 24.00 feet wide, the center line of which is described as follows:

Beginning at a point in the Southeasterly line of the Santa Clara- Los Gatos Road, formerly San Tomas Aquino Road distant thereon North 21 degrees 18' East, 94 feet from the Westernmost corner of that certain Parcel of land described in the Deed from Will M. Beggs to George W. Monk, dated February 12, 1946 and Recorded February 21, 1946 in Book 1333 of Official Records, Page 94; thence leaving said center line of the Santa Clara- Los Gatos Road, formerly San Tomas Aquino Road, and parallel with the Southwesterly line of said Parcel of Land so conveyed to George W. Monk, South 64 degrees 48' East, 200.50 feet to a point in the Southeasterly line of said Parcel of Land.

Assessor's Parcel No: 529-11-045

RECORDING REQUESTED BY:

Chicago Title Company Escrow No.: 11-99801107-

Locate No.: CACTI7743-7743-4995-0099801107

Title No.: 11-99801107-KF

When Recorded Mail Document and Tax Statement To:

Praveen I. Chang 1 Augusta Court Los Gatos, CA 95030

21292303 DOCUMENT:



28 00 Fees 765.60 Taxes. Copies 793 60 AMT PAID

REGINA ALCOMENDRAS SANTA CLARA COUNTY RECORDER Recorded at the request of Chicago Title

Diana Johns

RDE # 010 8/26/2011 8:00 AM

APN: 529-11-048

GRANT DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$765.60

computed on full value of property conveyed, or

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

Unincorporated Area City of Los Gatos,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Diana Johns, An Unmarried Woman

hereby GRANT(S) to Prayeen Ishawardas Chang and Varsha A. Manek, husband and wife as Community Property with Right of Survivorship the following described real property in the City of Los Gatos, County of Santa Clara, State of California:

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

DATED: August 12, 2011 State of California County of Diana Johns before me, **Notary Public** (here insert name and title of the officer), personally appeared Diana Johns

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 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

Моския головичения по под применя по по на применя по по на по по на поската LIZ FLOYD COMM. NO. 1770221 💆 NOTARY PUBLIC - CALIFORNIA S COUNTY OF SANTA CLARA 1 COMM. EXPIRES OCT. 21, 2011 an nonnonconstantino de la contrata del contrata del la contrata del contrata de la contrata de la contrata de

MAIL TAX STATEMENTS AS DIRECTED ABOVE

(Seal)

2 Pages:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Escrow No.: 11-99801107

Locate No.: CACTI7743-7743-4995-0099801107

Title No.: 11-99801107-KF

EXHIBIT "A"

City
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWN OF LOS GATOS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

Beginning at a point on the Southeasterly line of San Tomas Aquino Road at the Westernmost corner of that certain parcel of land described in the Deed from Will M, Beggs to George W, Monk dated February 12, 1946 and recorded February 21, 1946 in Book 1333 of Official Records, Page 94, Santa Clara County Records running thence South 64 deg. 48' East along the Southwesterly line of the land so described in the Deed to said Monk 71 feet; thence leaving said last named line and running North 21 deg. 18' East and parallel with the said Southeasterly line of San Tomas Aquino Road 94 feet; running thence North 64 deg. 48' West and parallel with the said Southwesterly line of the land so described in the deed to said Monk 71 feet to the said Southeasterly line of San Tomas Aguino Road running thence South 21 deg. 18' West along said last named line 94 feet to the point of beginning.

PARCEL TWO:

A right of way for ingress and egress over a strip of land 24 feet wide, the center line of which is described as follows;

Beginning at a point in the Southeasterly line of the San Tomas Aguino Road distant thereon North 21 deg. 18' East 94 feet from the westernmost corner of that certain parcel of land described in the Deed from Will M. Beggs to George W. Monk dated February 12, 1946 and recorded February 21, 1946 in Book 1333 of Official Records, Page 94; thence leaving said line of the San Tomas Aquino Road and parallel with the Southwesterly line of said parcel of land so conveyed to George W. Monk South 64 deg 48' East 200.50 feet to a point in the Southeasterly line of said parcel of land.

Excepting therefrom so much of said easement as lies within the bounds of Parcel One described above.

Also excepting said Parcels One and Two that portion thereof conveyed to the Town of Los Gatos by Grant Deed recorded November 8, 1977 in Book D262, Page 58, Santa Clara County Records.

APN: 529-11-048

RECORDING REQUESTED BY

First American Title Insurance Company National Commercial Services

AND WHEN RECORDED MAIL DOCUMENT TO:

MobileFrame LLC 111 West Saint John Street, Suite 900 San Jose, CA 95113 DOCUMENT: 21196911

Pages: 4

Fees. . 54.00 •

Taxes. . •• Conf ••

Copies. . _____
AMT PAID 54.00

File No.: NCS-479369-SC (db)

REGINA ALCOMENDRAS SANTA CLARA COUNTY RECORDER Recorded at the request of First American Title Company RDE # 008 6/03/2011 8:00 AM

Space Above This Line for Recorder's Use Only

A.P.N.: 529-11-036

GRANT DEED

The undersigned Grantor(s) declare(s) that Documentary Transfer Tax shall be shown on a separate Declaration or Statement of Tax Due and not of public record pursuant to revenue & taxation code 11932-11933.

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$; CITY TRANSFER TAX \$; SURVEY MONUMENT FEE \$

computed on the consideration or full value of property conveyed, OR

computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
unincorporated area [x] City of Los Gatos, and

Signable of bedarant Carol Herrera, as agant

FILOR REQUESTS CONTROL OF THE PROPERTY OF THE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, California State Automobile Association Inter-Insurance Bureau (also known as California State Automobile Association, a corporation)

hereby GRANTS to MobileFrame LLC, a California limited liability company, as to an undivided 50% interest and Lonny L. Oswalt and Patricia A. Oswalt, husband and wife as community property, as to an undivided 50% interest, as tenants in common

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

See attached exhibit "A"

This conveyance is subject to non-delinquent taxes and assessments, and all matters of record and off-record affecting the Property, including without limitation matters which could be ascertained by an inspection or survey of the Property. Grantor disclaims any and all express or implied warranties regarding the Property other than the implied warranty stated in subparagraph 1 of Section 1113 of the California Civil Code.

Grant Deed - continued

Date: 05/18/2011

File No.: NCS-479369-SC (db)
Notary
pasis of satisfactory evidence to knowledged to me that by his/her/their signature(s) on each, executed the instrument.
the foregoing paragraph is
LASELL of 1931686 ie - California
nets County Irea May 2, 2015
arial seal
79·2464 of Business: <u>Contra C</u> octa

Date: 05/18/2011

Exhibit "A"

Real property in the City of Los Gatos, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

PARCEL "A", SHOWN AND DELINEATED ON MAP OF RECORD OF SURVEY BEING A PORTION OF RANCHO RINCONADA DE LOS GATOS AT UNIVERSITY AVENUE, FILED JULY 30, 1965 IN BOOK 198 OF MAPS, PAGE 2, SANTA CLARA COUNTY RECORDS.

EXCEPTING FROM SAID PARCEL ONE ABOVE THE TITLE AND EXCLUSIVE RIGHTS TO ALL MINERALS EXCEPTING AND RESERVED IN THE DEED FROM SOUTHERN PACIFIC COMPANY, RECORDED NOVEMBER 29, 1963 IN BOOK 6290 OFFICIAL RECORDS, PAGE 64, AS FOLLOWS:

EXCEPTING AND RESERVING HOWEVER, TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, FOREVER, THE TITLE AND EXCLUSIVE RIGHT TO ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITING GENERALITY OF THE FOREGOING, ALL PETROLEUM, OIL, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS BENEATH THE SURFACE OF SAID LAND TO EXPLORE FOR, EXTRACT, MINE AND REMOVE THE SAME, AND TO MAKE SUCH USED OF THE LAND BENEATH THE SURFACE AS IS NECESSARY OR USEFUL IN CONNECTION THEREWITH, WHICH USE MAY INCLUDE LATERAL OR SLANT DRILLING, BORING, DIGGING OR SINKING OF WELLS, SHAFTS OR TUNNELS; PROVIDED, HOWEVER, THAT SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISES OF ANY OF SAID RIGHTS, AND SHALL NOT DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENTS THEREON.

PARCEL TWO:

PARCEL "B" AS SHOWN AND DELINEATED ON MAP OF RECORD OF SURVEY BEING A PORTION OF RANCHO RINCONADA DE LOS GATOS AT UNIVERSITY AVENUE, FILED JULY 30, 1965 IN BOOK 198 OF MAPS, PAGE 2, SANTA CLARA COUNTY RECORDS.

PARCEL THREE:

BEGINNING AT A POINT IN THE CENTER LINE OF SANTA CRUZ AVENUE, ALSO KNOWN AS SAN TOMAS AQUINO ROAD, WHERE THE SAME IS INTERSECTED BY THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF WILLIAMS STREET, 40 FEET WIDE; SAID NORTHEASTERLY LINE OF WILLIAMS STREET BEING THE SOUTHWESTERLY LINE OF THAT CERTAIN 114.12 ACRE TRACT OF LAND FORMERLY THE PROPERTY OF OWEN GAFFNEY;

THENCE RUNNING NORTH 21° 18' EAST AND ALONG THE CENTER LINE OF SANTA CRUZ AVENUE, 152 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY J. H. SINGER, ET AL, TO WILLIAMS B. WILLIAMS BY DEED DATED SEPTEMBER 03, 1912 AND RECORDED SEPTEMBER 25, 1912 IN BOOK 390 OF DEEDS, PAGE 359, SANTA CLARA COUNTY RECORDS; THENCE LEAVING SAID LINE OF SANTA CRUZ AVENUE AND RUNNING ALONG THE NORTHEASTERLY LINE OF SAID LAND SO CONVEYED TO WILLIAMS, SOUTH 64° 48' EAST 230.5 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE LANDS AND RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, A CORPORATION;

THENCE SOUTH 21° 18' WEST AND ALONG SAID LANDS AND RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, 152 FEET TO A POINT ON THE NORTHEASTERLY LINE OF WILLIAMS STREET;

Grant Deed - continued

Date: 05/18/2011

THENCE RUNNING ALONG SAID LINE OF WILLIAMS STREET, NORTH 64° 48' WEST 230.50 FEET TO THE POINT OF BEGINNING AND BEING A PORTION OF LOT 6 OF THE PARR PARTITION IN THE RANCHO RINCONADA DE LOS GATOS.

APN: 529-11-036

This document was electronically submitted to Santa Clara County for recording RECORDING REQUESTED BY: 24224469 Regina Alcomendras Old Republic Title Company Santa Clara County - Clerk-Recorder 07/12/2019 02:19 PM Escrow No.: 0711011421 Titles: 1 Pages: 3 APN: 529-11-003 Fees: \$21.00 When Recorded Mail Document and Tax Statements to: Tax: \$1320.00 Total: \$1341.00 Thomas C. Spilsbury Jr. 2 Augusta Court Los Gatos, CA 95030 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE **Grant Deed** Exempt from fee per GC27388.1(a)(2); document is subject to the imposition of documentary transfer tax. The undersigned grantor(s) declare(s): Documentary Transfer Tax is \$1,320.00 (X) computed on full value of property conveyed, or () computed on full value less of liens and encumbrances remaining at time of sale. () Unincorporated area: (X) City of Los Gatos FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Denise K. Vogel, Successor Trustee of The Harriett W. Kennedy Revocable Trust dated June 17, 1998, as amended & restated hereby GRANT(S) to Thomas C. Spilsbury, Jr., an unmarried man

that property in City of Los Gatos, Santa Clara County, State of California, described as: See "Exhibit A" attached hereto and made a part hereof.

Date: July 10, 2019

The Harriett W. Kennedy Revocable Trust dated June 17,

1998, as amended & restated

Denise K. Vogel, Sole Successor Trustee

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 <u>California</u> County of <u>Santa Cruz</u>

On this day of July, 2019 before me, Brigid Heath a Notary Public, personally appeared Denise K. Vogel, 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.

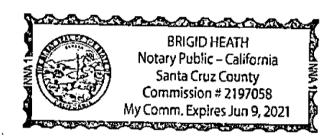
Signature:

Name: Brigid Heath

(Typed or Printed)

BRIGID HEATH
Notary Public – California
Santa Cruz County
Commission # 2197058
My Comm. Expires Jun 9, 2021

(Seal)



ORDER NO.: 0711011421

EXHIBIT A

The land referred to is situated in the County of Santa Clara, City of Los Gatos, State of California, and is described as follows:

PARCEL 1:

Beginning at a point the Southwesterly line of that certain parcel of land described in the Deed from Will M. Beggs to George W. Monk, dated February 12, 1946 and recorded February 21, 1946 in Book 1333 of Official Records, Page 94, Santa Clara County Records; distant thereon South 64° 48' East 71 feet from the Westernmost corner thereof on the Southeasterly line of San Tomas Aquino Road; running thence South 64°48 ' East along the Southwesterly line of the land so described in the Deed to said Monk, 64 feet; thence leaving said last named line and running North 21° 18' East and parallel with the said Southeasterly line of San Tomas Aquino Road 94 feet; running thence North 64° 48' West and parallel with the said Southwesterly line of the land so described in the Deed to said Monk, 64 feet; running thence South 21° 18' West and parallel with the said Southeasterly line of San Tomas Aquino Road, 964 feet to the point of beginning.

PARCEL 2:

A Right of Way for ingress and egress over a strip of land 24 feet wide, the center line of which is described as follows:

Beginning at a point in the Southeasterly line of the San Tomas Aquino Road, distant thereon North 21° 18' East 94 feet from the Westernmost corner of that certain parcel of land described in the Deed from Will M. Beggs to George W. Monk, dated February 12, 1946 and Recorded February 21, 1946 in Book 1333 of Official Records, Page 94; thence leaving said center line of the San Tomas Aquino Road and parallel with the Southwesterly line of said parcel of land so conveyed to George W. Monk, South 64° 48' East 200. 50 feet to a point in the Southeasterly line of said parcel of land.

APN: 529-11-003

Recording
Requested by TRGC
RECORDING REQUESTED BY

AND WHEN RECORDED MAIL DOCUMENT TO:

NAME STEFAN D. ARNAUDO

STREET ADDRESS 5 AUGUSTA COURT

CITY, STATE & LOS GATOS, CA 95030

23863148

Regina Alcomendras Santa Clara County - Clerk-Recorder

02/07/2018 08:24 AM

Titles: 1

Pages: 4

Fees: \$54.00 Taxes: \$0.00 Total: \$54.00

TRV1736834

SPACE ABOVE FOR RECORDER'S USE ONLY

INTERSPOUSAL TRANSFER GRANT DEED

Title of Document

DOCUMENTARY TRANSFER TAX \$
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES REMAINING AT TIME OF SALE
EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO:
XTHE_UNDERSIGNED
Signature of declarant or agent determining tax
Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).
Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax
Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
☐ Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

MAIL TAX STATEMENTS TO THE RETURN ADDRESS NOTED ABOVE

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (\$3.00 Additional Recording Fee Applies)

Recording Requested by TRGC

RECORDINGREQUESTED BY:

WHEN RECORDED MAIL TO
JESSIE FOSTER/Mortgage Connect, LP.
260 Airside Drive
Moon Township, PA 15108

MAIL TAX STATEMENTS TO: STEFAN D ARNAUDO 5 Augusta Court Los Gatos, CA 95030

Space above this line is for Recorder's Use Only

Order No: TRV1736834

Escrow No: 941671

APN No: 529-11-006

INTERSPOUSAL TRANSFER GRANT DEED

THEUNDERSIGNED GRANTOR(s) DECLARE(s)

"This conveyance establishes sole and separate property of a spouse. R&T 11911

DOCUMENTARY TRANSFER TAX is \$0.00

CITY TAX \$0.00

☐ computed on full value of property conveyed, or

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

☐ Unincorporated area: X City of LOS GATOS

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, AMY MARNAUDO hereby Grant(s) to STEFAN ARNAUDO, A MARRIED MAN AS HIS SOLE AND SEPERATE PROPERTY, the real property is situated in the City of Los Gatos, County of SANTA CLARA State of California, more particularly described as follows:

See Exhibit A attached hereto and made a part hereof ore commonly known as: 5 AUGUSTA LOS GATOS CA 95030

Prior Recorded Doc Reference: Gift Deed: Recorded: 04/28/2017; Book: ; Instrument No: 2017-23635840

SUBJECT TO: Any Restrictions, Conditions, Covenants, Rights, Rights of Way, and Easements now of record.

CAInterspousalDeed v[4/28/2017]

2

	79
WITNESS my/our hand(s), this 26 day of Jan	,20 <u>18</u> .
AMY M ARNAUDO	
A notary public or other officer completing this certificate the document to which this certificate is attached, and not	
STATE OF LALIFORNIA.	e
STATE OF <u>LACIFORNIA ·</u> ss	
COUNTY OF SANTA CLARA)	
on	vhose name(s) is/are subscribed to the within instrument n his/her/their authorized capacity(ies), and that by
I certify under PENALTY OF PERJURY under the laws of the Sta correct.	ite of California that the foregoing paragraph is true and
WITNESS my hand and official seal.	
NEIL MACLEAN Notary Purisher dia Santa i Commils	Notary Public

Exhibit A Legal Description

All that certain lot or piece of ground situated in Los Gatos, county of SANTA CLARA, state of CALIFORNIA.

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAN TOMAS AQUINO ROAD; DISTANT THEREON NORTH 21° 18' EAST 94 FEET FROM THE WESTERN-MOST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM WILL M. BEGGS TO GEORGE W. MONK, DATED FEBRUARY 12, 1946, RECORDED FEBRUARY 21, 1946 IN BOOK 1333 OF OFFICIAL RECORDS, PAGE 94, SANTA CLARA COUNTY RECORDS; RUNNING THENCE SOUTH 64° 48' EAST AND PARALLEL WITH THE SOUTHWESTERLY LINE OF THE LAND SO DESCRIBED IN THE DEED TO SAID MONK, 71 FEET; TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 64° 48' EAST AND PARALLEL WITH THE SAID SOUTHWESTERLY LINE OF THE LAND SO DESCRIBED IN THE DEED TO SAID MONK, 64 FEET; RUNNING THENCE NORTH 21° 18' EAST 91.50 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF THE LAND SO DESCRIBED IN THE DEED TO SAID MONK; RUNNING THENCE NORTH 65° 45' WEST ALONG SAID LAST NAMED LINE, 64 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH A LINE DRAWN AT NORTH 21° 18' EAST FROM THE TRUE POINT OF BEGINNING, RUNNING THENCE SOUTH 21° 18' WEST 90 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING, IN THE TOWN OF LOS GATOS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

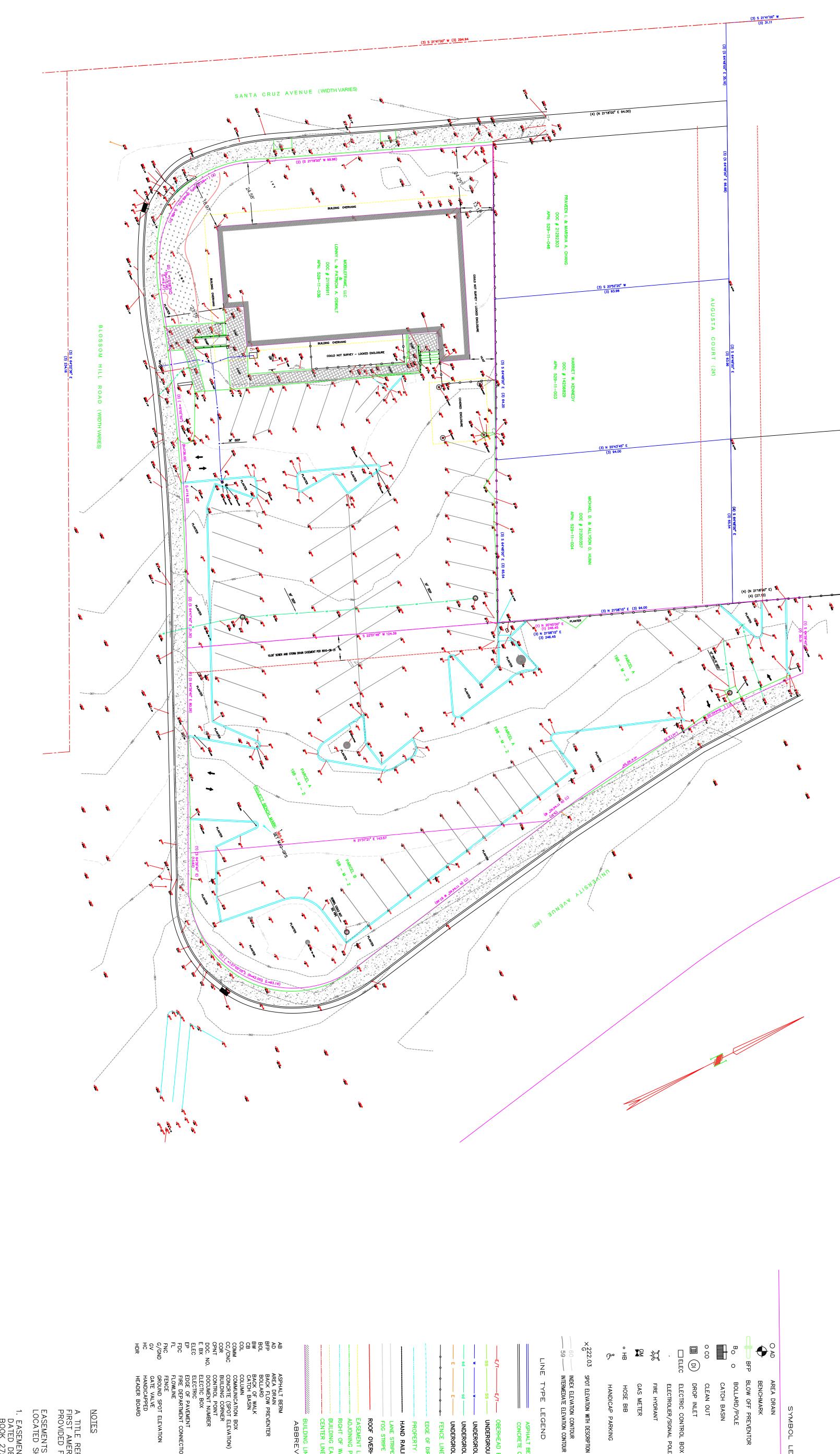
TOGETHER WITH A RIGHT OF WAY FOR INGRESS AND EGRESS OVER A STRIP OF LAND 24 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF THE SAN TOMAS AQUINO ROAD, DISTANT THEREON NORTH 21° 18' EAST 94 FEET FROM THE WESTERNMOST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM WILL M. BEGGS TO GEORGE W.

MONK; DATED FEBRUARY 12, 1946 AND RECORDED FEBRUARY 21, 1946 IN BOOK 1333 OF OFFICIAL RECORDS, AT PAGE 94; THENCE LEAVING SAID LINE OF THE SAN TOMAS AQUINO ROAD, AND RUNNING PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID PARCEL OF LAND SO

CONVEYED TO GEORGE W. MONK, SOUTH 64° 48' EAST 200.50 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND. GRANTOR RESERVES UNTO HIMSELF, FOR THE BENEFIT OF ADJOINING LANDS OWNED BY HIM, HIS HEIRS, EXECUTORS OR ASSIGNS, A

RIGHT OF INGRESS AND EGRESS OF A 14 FOOT STRIP OF LAND BEING THE SOUTHERLY PORTION 3/4 OF THE PARCEL HEREABOVE DESCRIBED.





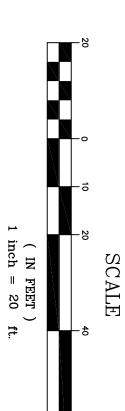
ELEVATION DATUM:

CONTROL POINT #1 -ASPHALT

CURT G. DUNBAR, PLS 5615

BEARINGS ARE BASED UPON THE CENTERLINE OF AUGUSTA COURT AS SHOWN ON THAT PENDING RECORD OF SURVEY MAP BY TKM SURVEYORS SUBMITTED TO THE COUNTY SURVEYOR.

ELEVATIONS ARE BASED UPON



SYMBOL LEGEND

03	•				.		ELEC	9			0	BFP			
SPOT ELEVATION WITH DESCRIPTION	HANDICAP PARKING	HOSE BIB		CAS METER	FIRE HYDRANT	ELECTROLIER/SIGNAL POLE	ELECTRIC CONTROL BOX	DROP INLET	CLEAN OUT	CATCH BASIN	BOLLARD/POLE	BLOW OFF PREVENTOR	BENCHMARK	AREA DRAIN	
			}	•• 20"	MM	⊗ ₩	ව	9	⊳ -	Ø-	0	<u></u>	O RWLS	O RWLUG	
CONCRETE PAVED AREAS		/ TREE LINE	TREE LINE	TREE WITH TRUNK DIAMETER	WATER VALVE	WATER VALVE	UTILITY POLE	SIGN	SURVEY CONTROL POINT	STREET LIGHT / PARKING AREA LIGHT	STORM DRAIN MANHOLE	SANITARY SEWER MANHOLE	RAIN WATER LEADER SPLASH	RAIN WATER LEADER TO UNDERGROUND	

LINE TYPE LEGEND

PROPERTY LINE

HAND RAILING

LANE STRIPE

FOG STRIPE

ROOF OVERHANG

EASEMENT LINE

ADJOINING PROPERTY LINES

RIGHT OF WAY LINE

BUILDING EAVE LINE

CENTER LINE OBERHEAD ELECTRIC & TELEPHONE

UNDERGROUND SANITARY SEWER LINE

UNDERGROUND WATER LINE

UNDERGROUND STROM DRAIN LINE

UNDERGROUND ELECTRIC LINE

FENCE LINE (CHAIN LINK) BUILDING LINE

ASPHALT BERM
AREA DRAIN
BACK FLOW PREVENTER
BOLLARD
BACK OF WALK
CATCH BASIN
COLUMN
COLUMN
CONCRTE (SPOT ELEVATION)
BUILDING CORNER
CONTROL POINT
DOCUMENT NUMBER
ELECTIC BOX
ELECTIC BOX
ELECTIC BOX
ELECTIC BOX
FLOWLINE
FENCE
GROUND SPOT ELEVATION
GATE VALVE
HANDICAPPED
HEADER BOARD HYLT
ICV
JP
MON
PL
RWD
SDCO
SDMH
SDDI
SLB
SQ FT
SSCO
SSMH
LITE
TC
TYP
VG
WM HIGH VOLTAGE VAULT
IRRIGATION CONTROL VALVE
JOINT UTILITY POLE
MONUMENT
PLANTER
REDWOOD TREE
STORM DRAIN CLEANOUT
STORM DRAIN INLET
STORM DRAIN INLET
STORM DRAIN INLET
STREET LIGHT BOX
SQUARE FEET
SANITARY SEWER CLEANOUT
SANITARY SEWER MANHOLE
STREET LIGHT
TOP CURB
TYPICAL
VAULT (UNKOWN UTILITY)
VALLEY GUTTER
WATER METER
WATER METER

ABBREVIATION

<u>NOTES</u>

EASEMENTS PER TITLE REPORT THAT COULD NOT BE LOCATED SHOWN ARE AS FOLLOWS: A TITLE REPORT ORDER NO. NCS-555887-SC FROM FIRST AMERICAN TITLE DATED DECEMBER 30, 2019 WAS PROVIDED FOR THIS SURVEY.

1. EASEMENT FOR A RIGHT OF WAY DATED DECEMBER 29, 1903 BOOK 275 OF DEEDS PAGE 83 SANTA CLARA CO RECORDS

EASEMENT FOR A SEWER LINE DATED: MAY 8, 1947 BOOK 1469 OF OFFICIAL RECORDS PAGE 599 SANTA CLARA CO RECORDS

EASEMENT FOR A WATER PIPE LINES DATED: NOVEMBER 14, 1952 BOOK 2525 OF OFFICIAL RECORDS PAGE 75 SANTA CLARA CO RECORDS

EASEMENT FOR A SEWER LINE DATED: DECEMBER 1, 1960 BOOK 4998 OF OFFICIAL RECORDS PAGE 630 SANTA CLARA CO RECORDS

EASEMENT FOR A WATER PIPE LINES DATED: NOVEMBER 14, 1952 BOOK 2525 OF OFFICIAL RECORDS PAGE SANTA CLARA CO RECORDS

ALPHA LAND

4444 SCOTTS VALLEY DR. #7
SCOTTS VALLEY, CA 95066
(831) 438-4453

1" = 20'
DATE: SEPT 2020
P.O. BOX 1146
MORGAN HILL, CA 95038
(831) 438-4453
JOB#: 2020-SURVEYS, INC.

TOPOGRAPHIC MAP OF
101 BLOSSOM HILL ROAD
TOWN OF LOS GATOS
SANTA CLARA COUNTY



