

**MORGAN HILL UNIFIED SCHOOL DISTRICT  
MORGAN HILL, CALIFORNIA**

**RESOLUTION**

**RESOLUTION OF THE GOVERNING BOARD OF THE MORGAN HILL UNIFIED SCHOOL DISTRICT  
GRANTING A PUBLIC SERVICE EASEMENT TO THE CITY OF MORGAN HILL FOR PUBLIC UTILITY  
FACILITIES AND GRANTING FEE TITLE TO A PORTION OF PROPERTY FOR THE CITY'S HALE AVENUE  
EXTENSION PROJECT AT BRITTON MIDDLE SCHOOL**

**WHEREAS**, the Morgan Hill Unified School District ("District") owns real property located at 80 West Central Avenue, Morgan Hill, California 95037 (A.P.N.: 764-16-028), commonly known as Britton Middle School ("District Property"); and

**WHEREAS**, in order to accommodate the proposed intersection improvements for Phase 2 of the City of Morgan Hill's (the "City") Hale Avenue Extension Project, the City requested the District convey a public utility easement and street right-of-way from the District Property; and

**WHEREAS**, the public service easement identified in Exhibit "A" attached hereto will allow for the undergrounding of overhead electric, cable, telephone lines, storm drainage, sanitary sewers, etc., and all appurtenances thereto (the "Easement"); and

**WHEREAS**, the right-of-way acquisition of a portion of the District Property identified in Exhibit "B" attached hereto (the "Right-of-Way") will allow for the widening of West Main Avenue to provide a dedicated right turn lane from westbound Main Avenue to northbound Hale Avenue; and

**WHEREAS**, the District does not need the Easement and/or Right-of-Way areas for classroom buildings or educational purposes; and

**WHEREAS**, pursuant to Education Code section 17556 et seq., the District may grant the Easement at the District Property to the City for public utility purposes; and

**WHEREAS**, pursuant to Education Code section 17557, on June 16, 2020, by unanimous vote, the District's Board adopted Resolution No. 050, entitled Resolution of the Governing Board of the Morgan Hill Unified School District Declaring Its Intention to Grant an Easement to the Pacific Gas and Electric Company at the Britton Middle School; and

**WHEREAS**, in compliance with the notice requirements of Education Code section 17558, not less than five (5) days prior to the public hearing held on January 19, 2021, the District gave public notice of the public hearing by publication in the Morgan Hill Times; and

**WHEREAS**, on January 19, 2021, the District held a public hearing on whether it should adopt this resolution to grant the Easement to the City of Morgan Hill; and

**WHEREAS**, the District and the City desire to enter into the Property Purchase Agreement (the "Purchase Agreement"), attached hereto as Exhibit "C" and incorporated herein by this reference, whereby the District will convey the Easement and Right-of-Way to the City, in accordance with the terms and conditions of the Agreement; and

**WHEREAS**, pursuant to the Purchase Agreement, the City will pay the District: (1) Twenty-Six Thousand Dollars (\$26,000.00) for the Easement; (2) Sixty-Eight Thousand Dollars (\$68,000.00) for the Right-of-Way; and (3) shall pay all escrow, recording and title insurance charges, if any, incurred in this transaction.

**NOW THEREFORE, BE IT RESOLVED**, that the District's Governing Board hereby finds, determines, declares, orders, and resolves as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The District's Governing Board finds that there are no formal protests to the proposed grant of the Easement.

Section 3. This resolution to grant the Easement is in accordance with the procedures of Title 1, Division 1, Part 10.5, Chapter 4, Article 15 of the Education Code, and the District's Board hereby authorizes and directs Superintendent or his designee, upon fulfillment of the conditions set forth in the Purchase Agreement, to execute the Grant of Easement granting the Easement to the City of Morgan Hill.

Section 4. The District Superintendent, or his designee, is hereby authorized, without limitation, to take all actions necessary to consummate the District's sale and the City's purchase of the Right-of-Way, including, but not limited to, executing all documents necessary to complete the purchase and to satisfy the contingencies described in this Resolution and the Purchase Agreement.

Section 5. The Board of Education hereby approves the form Purchase Agreement attached hereto as Exhibit "C" subject to any non-material modifications that may be necessary to complete the transaction.

**PASSED AND ADOPTED** by the Board of Education of the MORGAN HILL UNIFIED SCHOOL DISTRICT at a regular meeting held on January 19, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Wendy Sullivan, President  
Board of Education

I, Steve Betando, Secretary of the Board of Education, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Education of the MORGAN HILL UNIFIED SCHOOL District at a regular meeting on January 19, 2021, which resolution is on file of said Board.

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Steve Betando, Secretary  
Board of Education

**EXHIBIT "A"**  
**EASEMENT DESCRIPTION/DEPICTION**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that real property situate in the City of Morgan Hill, County of Santa Clara, State of California, being a portion of Lot 30, as shown on that certain Map entitled "MCGRATH ADDITION TO MORGAN HILL", filled September 2, 1893 in Book H of Maps, Page 3, also being a portion of the land described in that certain GRANT DEED, recorded February 5, 2019 as Document Number 24109979, Santa Clara County Records, more particularly described as follows:

**Beginning** at the Southwest corner of said Lot 30; thence along the westerly line of said Lot 30, North 34°08'11" West, a distance of 27.11 feet; thence leaving said westerly line, South 78°56'25" East, a distance of 21.29 feet to a line parallel with and lying 12.00 feet northwesterly of the southeasterly line of said Lot 30; thence along said parallel line, North 55°51'26" East, 122.30 feet; thence leaving said parallel line, South 34°08'11" East, 12.00 feet to a point on said southeasterly line; thence along said southeasterly line, South 55°51'26" West, 137.30 feet to the **Point of Beginning**.

Containing 1,761 square feet or 0.04 acres, more or less.

Assessor's Parcel Number: 764-16-028

This real property description has been prepared at Mark Thomas, by me, or under my direction, in conformance with the Professional Land Surveyors Act.

  
Travis Timothy Bohan, LS 8965



09/04/2020  
Date

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**LEGAL DESCRIPTION**

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**Commencing** at the Southwest corner of said Lot 30; thence along the westerly line of said Lot 30, North 34°08'11" West, a distance of 62.97 feet to the **Point of Beginning**; thence continuing along said westerly line, North 34°08'11" West, a distance of 93.76 feet; thence leaving said westerly line, South 38°59'00" East, a distance of 78.11 feet; thence South 47°04'35" East, a distance of 68.64 feet; thence South 55°51'26" West, a distance of 6.97 feet; thence North 78°56'25" West, a distance of 6.07 feet; thence North 47°04'35" West, a distance of 47.88 feet to a point on said westerly line, and the **Point of Beginning**.

Containing 907 square feet or 0.02 acres, more or less.

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10/30/2020  
Date

**EXHIBIT "B"**  
**RIGHT-OF-WAY DESCRIPTION/DEPICTION**

# LEGEND

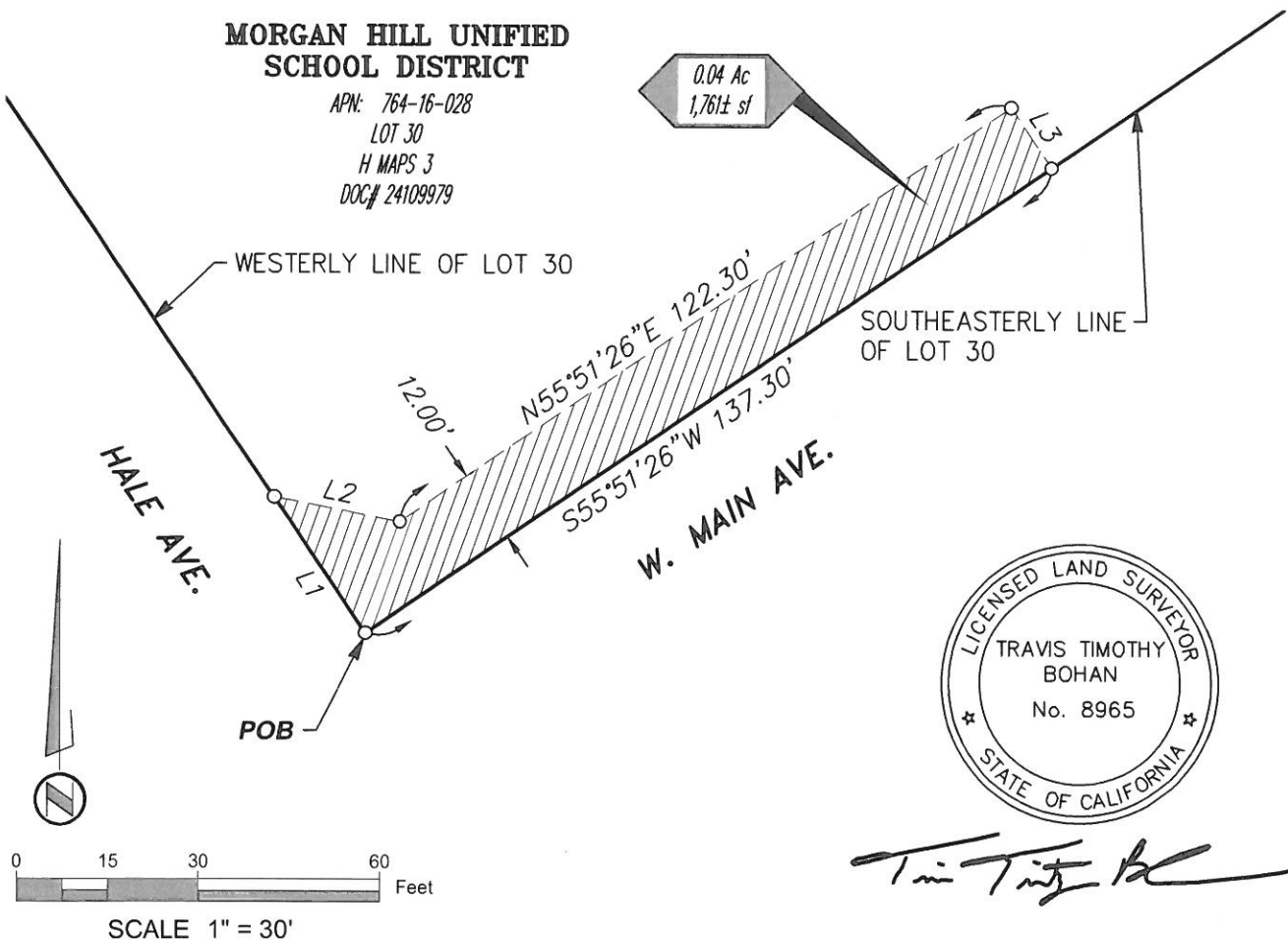
- POB POINT OF BEGINNING
- DIMENSION POINT
- ▨ AREA TO BE ACQUIRED

# LINE TABLE

- L1 N34°08'11"W 27.11'
- L2 S78°56'25"E 21.29'
- L3 S34°08'11"E 12.00'

## MORGAN HILL UNIFIED SCHOOL DISTRICT

APN: 764-16-028  
LOT 30  
H MAPS 3  
DOC# 24109979



*Travis Timothy Bohan*

SHEET 1 OF 1



MARK THOMAS

Scale: 1" = 30'  
Date Sep. 2020  
Drawn By AD  
Checked By TTB

## Exhibit B FEE

APN 764-16-028  
Plat to Accompany Legal Description  
In the City of Morgan Hill,  
Santa Clara County, California

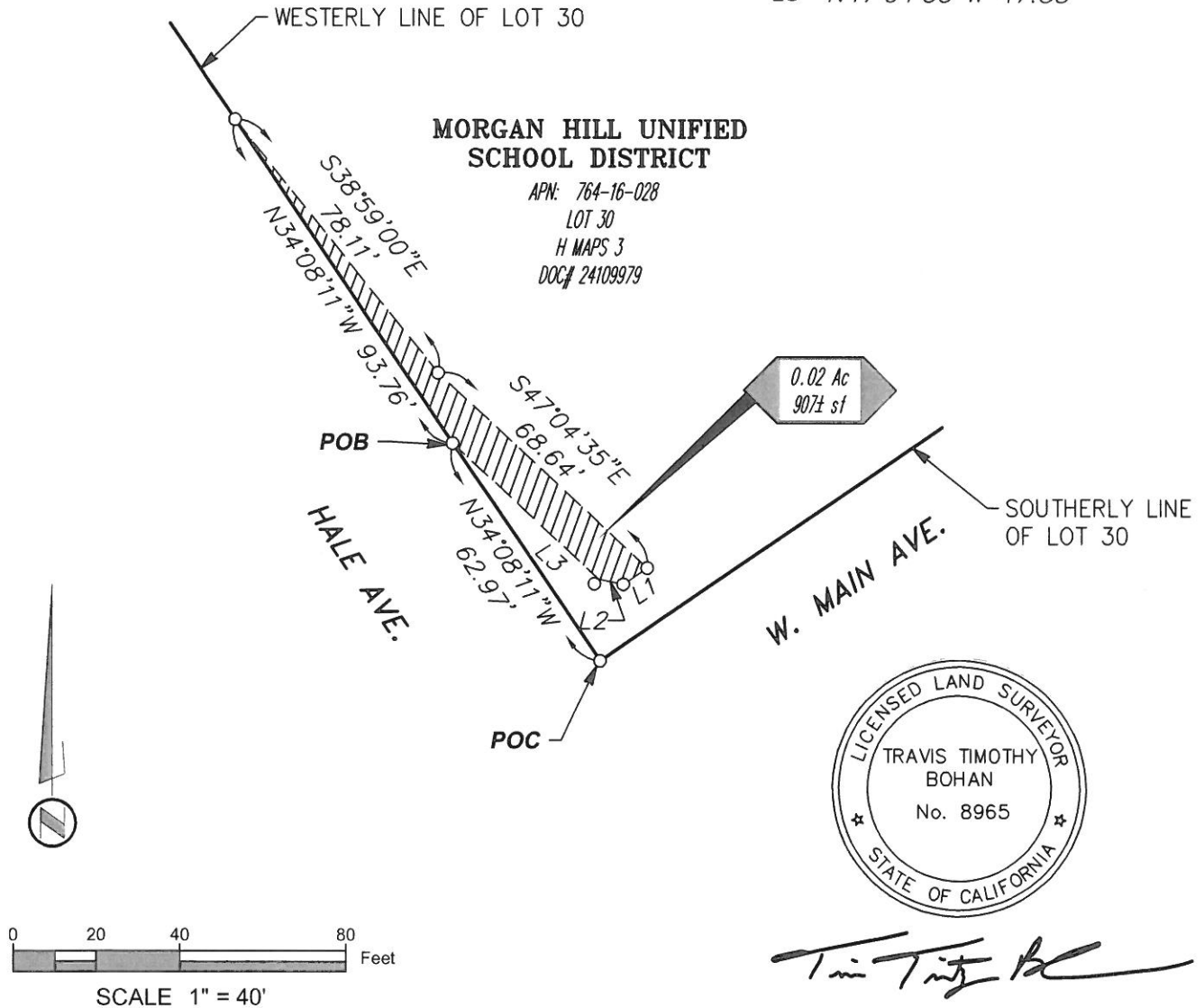


## LEGEND

POC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING  
○ DIMENSION POINT  
▨ PUBLIC SERVICE EASEMENT

## LINE TABLE

L1 S55°51'26"W 6.97'  
L2 N78°56'25"W 6.07'  
L3 N47°04'35"W 47.88'



SHEET 1 OF 1



MARK THOMAS

Scale: 1" = 40'  
Date October 2020  
Drawn By AD  
Checked By TTB

Exhibit B  
PUBLIC SERVICE EASEMENT  
APN 764-16-028  
Plat to Accompany Legal Description  
In the City of Morgan Hill,  
Santa Clara County, California





**EXHIBIT "C"**  
**PROPERTY PURCHASE AGREEMENT**

**City of Morgan Hill**  
**PROPERTY PURCHASE AGREEMENT**

This Property Purchase Agreement (the "Agreement") is between Morgan Hill Unified School District ("DISTRICT" or "GRANTOR") and the City of Morgan Hill, a municipal corporation ("CITY" or "GRANTEE"). GRANTOR and GRANTEE may collectively be referred to as Parties.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed by the Parties as follows:

1. Entire Agreement

The Parties have herein set forth the whole of their agreement. GRANTOR agrees to sell and GRANTEE agrees to purchase certain land described in Exhibits A and B, being a portion of property in Santa Clara County APN 764-16-028 (PROJECT PROPERTY) for use by GRANTEE on the Hale Avenue Extension Project (PROJECT). Specifically, GRANTOR agrees to grant fee title and a Public Service Easement (PSE), on the terms and conditions set forth in this Agreement. The form of the Grant Deed is as depicted in Exhibit C, and the Public Utility Easement as depicted in Exhibit D. The performance of this Agreement constitutes the entire consideration for the Deed(s) and shall relieve CITY of all further obligations or claims due to the location, grade, construction or operation of the proposed public improvement.

2. Public Purpose

CITY and GRANTOR acknowledge and agree that the GRANTOR'S property being acquired by CITY is for public use and is necessary for the construction, operation and maintenance of the Hale Avenue Extension Project, a public project.

3. Delivery of Documents

Prior to or concurrently with the execution of this Agreement, GRANTOR shall execute and deliver the Grant Deed and the Public Service Easement (PSE) suitable for recordation to the Old Republic Title Company ("ORTC") located at 17485 Monterey Road #101, Morgan Hill, CA 95037, conveying from GRANTOR to CITY a fee simple title as indicated in Exhibit A and a PSE as indicated in Exhibit B, incorporated herein by this reference, covering the property particularly described therein, collectively the PROJECT PROPERTY. GRANTOR agrees to execute all other documents necessary to complete the transaction transferring project property from GRANTOR to GRANTEE. Delivery in the manner described is solely for the convenience of the Parties. GRANTEE shall not be deemed to have accepted delivery of the Grant Deed or PSE until such time as the Grant Deed and PSE are approved and accepted by the City Council of the City of Morgan Hill. GRANTOR hereby authorizes CITY to prepare and file escrow instructions in accordance with this Agreement on behalf of both Parties.

4. Purchase Price and Title

- A. The purchase price for the fee title is \$68,000.00 and the purchase price for the PSE is \$26,000.00, for a total of \$94,000.00. CITY shall pay the sum of Ninety Four Thousand Dollars (\$94,000.00) for the Project Property identified in Exhibits "A" and "B" attached hereto and made a part hereof, to ORTC, for the account of the GRANTOR, conditioned upon the PROJECT PROPERTY vesting in CITY free and clear of all liens, leases, encumbrances (recorded or unrecorded), title defects,

assessments and taxes except any exceptions to title which are acceptable to CITY as said exceptions are identified in the title report relating to the PROJECT PROPERTY issued by the above Title Company. Clearing of any title exceptions not acceptable to CITY is the responsibility of GRANTOR.

- B. CITY shall pay all escrow, recording and title insurance charges, if any, incurred in this transaction.
- C. Prior to the close of escrow, CITY shall have the authority to deduct and pay from the amount shown in Clause 4A herein any amount necessary to satisfy any liens, bond demands and delinquent taxes due, together with penalties and interest thereon, and/or delinquent and unpaid non delinquent taxes and assessments, which may have become a lien at the close of escrow. No taxes are expected to be due as GRANTOR is a public entity. If owing, taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code if unpaid at the close of escrow. Close of escrow for this transaction shall be contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.

5. Improvements

Except as may be otherwise provided herein, the purchase price for the PROJECT PROPERTY includes compensation for any and all improvements.

6. Permission to Enter Grantor's Property and Right of Possession

Upon execution of this Agreement by the Parties, permission is hereby granted by GRANTOR to CITY or its authorized agent(s) to enter on the PROJECT PROPERTY to commence work on the PROJECT. It is agreed and confirmed by the Parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the PROJECT PROPERTY by CITY, and/or its designees or assignees, including the right to remove and dispose of improvements, and install and connect utilities, shall commence on the execution of this Agreement by the Parties.

7. City Performed Work

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by CITY, shall be left in as good condition as found.

8. Hazardous Wastes

The acquisition price of the PROJECT PROPERTY being acquired in this transaction reflects the fair market value of the PROJECT PROPERTY without the presence of contamination. If the PROJECT PROPERTY being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the CITY may elect to recover its clean-up costs from those who caused or contributed to the contamination. If the CITY elects to recover clean-up costs, the GRANTOR's liability, including reasonable attorney's fees, for any damage, injury, or death to persons or property arising directly or indirectly from or connected with the

existence of toxic or hazardous material on the PROJECT PROPERTY shall not exceed Forty-Seven Thousand Dollars (\$47,000).

GRANTOR is not responsible for any claims, costs or litigation arising through the sole willful misconduct of the CITY, its agents or employees.

9. Binding on Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the Parties to this Agreement.

10. No Leases

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

11. Release of Claims

GRANTOR, for itself, its agents, assigns, successors in interest, and any related or affiliated entities, hereby fully releases and discharges CITY, its agents, employees, officers, directors, divisions, attorneys, accountants, insurers, successors, and other representatives, and any and all related or affiliated private or public agencies or entities, from any and all causes of action, actions, judgments, liens, indebtedness, obligations, losses, claims, damages, liabilities and demands, including without limitation any claim arising out of or pertaining, directly or indirectly, to the acquisition of the PROJECT PROPERTY described in this Agreement and the construction of any improvements thereon, including without limitation, inverse condemnation, nuisance, severance damages, relocation benefits, reestablishment benefits, the cost or value of any equipment or fixtures, attorneys' fees and costs, loss of goodwill, construction-related dust, noise, traffic and other related construction activity, and lost rentals or business associated with construction of any improvements, and any other types of related losses or damages.

GRANTOR acknowledges that it may hereafter discover facts or law different from, or in addition to that which it now believes to be true with respect to his/her release of claims as set forth in this Agreement, and understands that by executing this Agreement it is waiving any rights of claims for any other or future benefits or damages to which it might be entitled which are not specifically exempted herein. In giving this release, GRANTOR expressly waives the protection of Civil Code Section 1542, which statute provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

## 12. Approval of City Council

GRANTOR understands that this Agreement is subject to the approval of City Council. Further, that this Agreement shall have no force or effect unless and until said CITY approval has been obtained.

## 13. Authority to Sign

GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.

## 14. Integrity of Property

Except as otherwise provided herein or by express written permission granted by CITY, GRANTOR shall not, after the date of execution of this Agreement and the close of escrow, alienate, lien, encumber or other transfer of the PROJECT PROPERTY or any portion thereof or allow the same to occur, cause or allow any physical changes on the PROJECT PROPERTY, or enter into any lease or contract with respect to the Project Property or any portion thereof which would survive the close of escrow and impair CITY's use of the PROJECT PROPERTY. GRANTOR shall maintain the PROJECT PROPERTY in its current condition and shall make, at GRANTOR's expense, all repairs necessary to maintain the PROJECT PROPERTY in such condition.

## 15. Casualty or Loss

If, prior to the close of escrow, GRANTOR becomes aware that all or any material portion of the PROJECT PROPERTY has been destroyed, or substantially damaged, GRANTOR shall promptly give CITY written notice of the event, and CITY, at its option, may, on or before the close of escrow, elect to terminate this Agreement by giving GRANTOR written notice of termination, in which event the Parties shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder. If CITY elects to complete the transactions contemplated in this Agreement, the Agreement shall remain in full force and effect and the purchase contemplated herein shall be consummated with no further adjustment or modification, and at the close of escrow, GRANTOR shall assign, transfer, and set over to CITY all of the right, title, and interest of GRANTOR in and to any insurance proceeds resulting from any casualty or any awards that have been or may thereafter be made. Such set over may be made at close of escrow by crediting the amounts of any such proceeds and/or awards against the amounts by CITY for the property acquisition under this Agreement.

## 16. Counterparts Signature

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

## 17. Specific Performance and Other Remedies

The Parties understand that the interests and rights being conveyed by this Agreement are unique and for that reason, among others, the Parties will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of

any controversy concerning the obligations under this Agreement, such obligation shall be enforceable by a decree of specific performance or by injunction. Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive, and shall be in addition to any and all other remedies which the Parties may have hereunder at law or in equity.

18. Severability.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

19. Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

20. Notices

All notices and demands shall be given in writing either by personal service or by registered or certified mail, postage prepaid, and return receipt requested. Notice shall be considered given when mailed. Notices shall be addressed as shown below for each party:

City of Morgan Hill  
Development Services Center  
David Gittleston, P.E.  
17575 Peak Avenue  
Morgan Hill, CA 95037

Morgan Hill Unified School District  
15600 Concord Circle  
Morgan Hill, CA 95037

21. Independent Legal Advice

Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written herein below.

CITY:

City of Morgan Hill  
A Municipal Corporation

BY: \_\_\_\_\_  
Christina Turner

Title: City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Donald Larkin

Title: City Attorney

Date: \_\_\_\_\_

GRANTOR:

Morgan Hill Unified School District

By: \_\_\_\_\_  
Steve Betando

Title: Superintendent

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

**EXHIBIT "A"**  
LEGAL DESCRIPTION  
AND PLAT FOR FEE TITLE



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that real property situate in the City of Morgan Hill, County of Santa Clara, State of California, being a portion of Lot 30, as shown on that certain Map entitled "MCGRATH ADDITION TO MORGAN HILL", filled September 2, 1893 in Book H of Maps, Page 3, also being a portion of the land described in that certain GRANT DEED, recorded February 5, 2019 as Document Number 24109979, Santa Clara County Records, more particularly described as follows:

**Beginning** at the Southwest corner of said Lot 30; thence along the westerly line of said Lot 30, North 34°08'11" West, a distance of 27.11 feet; thence leaving said westerly line, South 78°56'25" East, a distance of 21.29 feet to a line parallel with and lying 12.00 feet northwesterly of the southeasterly line of said Lot 30; thence along said parallel line, North 55°51'26" East, 122.30 feet; thence leaving said parallel line, South 34°08'11" East, 12.00 feet to a point on said southeasterly line; thence along said southeasterly line, South 55°51'26" West, 137.30 feet to the **Point of Beginning**.

Containing 1,761 square feet or 0.04 acres, more or less.

Assessor's Parcel Number: 764-16-028

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Travis Timothy Bohan, LS 8965



09/04/2020  
Date

# LEGEND

POB POINT OF BEGINNING  
○ DIMENSION POINT  
▨ AREA TO BE ACQUIRED

# LINE TABLE

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## MORGAN HILL UNIFIED SCHOOL DISTRICT

APN: 764-16-028  
LOT 30  
H MAPS 3  
DOC# 24109979

0.04 Ac  
1,761± sf

WESTERLY LINE OF LOT 30

SOUTHEASTERLY LINE  
OF LOT 30

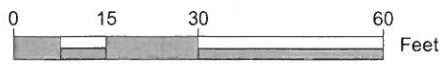
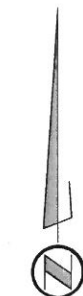
HALE AVE.

W. MAIN AVE.

POB



*Timothy Bohan*



SCALE 1" = 30'

SHEET 1 OF 1



MARK THOMAS

Scale: 1" = 30'  
Date Sep. 2020  
Drawn By AD  
Checked By TTB

## Exhibit B FEE

APN 764-16-028  
Plat to Accompany Legal Description  
In the City of Morgan Hill,  
Santa Clara County, California



**EXHIBIT "B"**

LEGAL DESCRIPTION  
AND PLAT FOR PUBLIC SERVICE  
EASEMENT

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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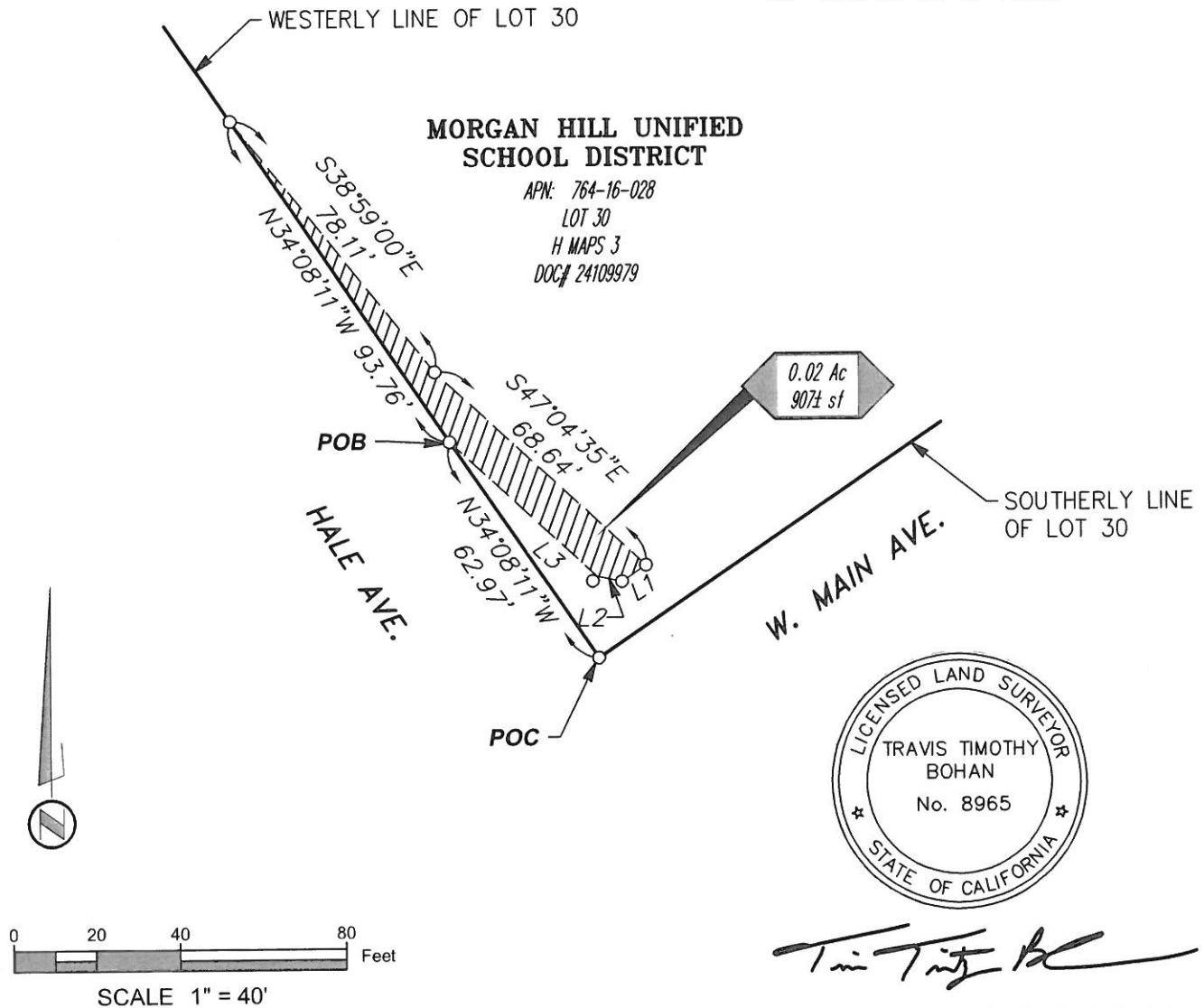
10/30/2020  
Date

## LEGEND

POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING  
 ○ DIMENSION POINT  
 [Hatched Box] PUBLIC SERVICE EASEMENT

## LINE TABLE

L1 S55°51'26"W 6.97'  
 L2 N78°56'25"W 6.07'  
 L3 N47°04'35"W 47.88'



SHEET 1 OF 1



Scale: 1" = 40'  
 Date October 2020  
 Drawn By AD  
 Checked By TTB

**Exhibit B**  
**PUBLIC SERVICE EASEMENT**  
 APN 764-16-028  
 Plat to Accompany Legal Description  
 In the City of Morgan Hill,  
 Santa Clara County, California



"EXHIBIT C"

**RECORDING REQUESTED BY:**

City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037

**WHEN RECORDED MAIL TO:**

City Clerk's Office  
City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037-4128

Attn: City Clerk

SPACE ABOVE FOR RECORDER'S USE

APN: 764-16-028 Portion

*This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922 (Governmental Agency acquiring title).*

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**MORGAN HILL UNIFIED SCHOOL DISTRICT (GRANTOR),** HEREBY GRANT(S) TO

**CITY OF MORGAN HILL, A MUNICIPAL CORPORATION, (GRANTEE)**

That certain property in the County of Santa Clara, State of California, more particularly described in Exhibits "A" attached hereto and by this reference incorporated herein.

**Morgan Hill Unified School District**

By: \_\_\_\_\_  
Steve Betando, Superintendent

Date: \_\_\_\_\_

**NOTARY ACKNOWLEDGMENT ATTACHED**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for the State of California, personally appeared \_\_\_\_\_ 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 the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that real property situate in the City of Morgan Hill, County of Santa Clara, State of California, being a portion of Lot 30, as shown on that certain Map entitled "MCGRATH ADDITION TO MORGAN HILL", filed September 2, 1893 in Book H of Maps, Page 3, also being a portion of the land described in that certain GRANT DEED, recorded February 5, 2019 as Document Number 24109979, Santa Clara County Records, more particularly described as follows:

**Beginning** at the Southwest corner of said Lot 30; thence along the westerly line of said Lot 30, North 34°08'11" West, a distance of 27.11 feet; thence leaving said westerly line, South 78°56'25" East, a distance of 21.29 feet to a line parallel with and lying 12.00 feet northwesterly of the southeasterly line of said Lot 30; thence along said parallel line, North 55°51'26" East, 122.30 feet; thence leaving said parallel line, South 34°08'11" East, 12.00 feet to a point on said southeasterly line; thence along said southeasterly line, South 55°51'26" West, 137.30 feet to the **Point of Beginning**.

Containing 1,761 square feet or 0.04 acres, more or less.

Assessor's Parcel Number: 764-16-028

This real property description has been prepared at Mark Thomas, by me, or under my direction, in conformance with the Professional Land Surveyors Act.

  
Travis Timothy Bohan, LS 8965



09/04/2020  
Date

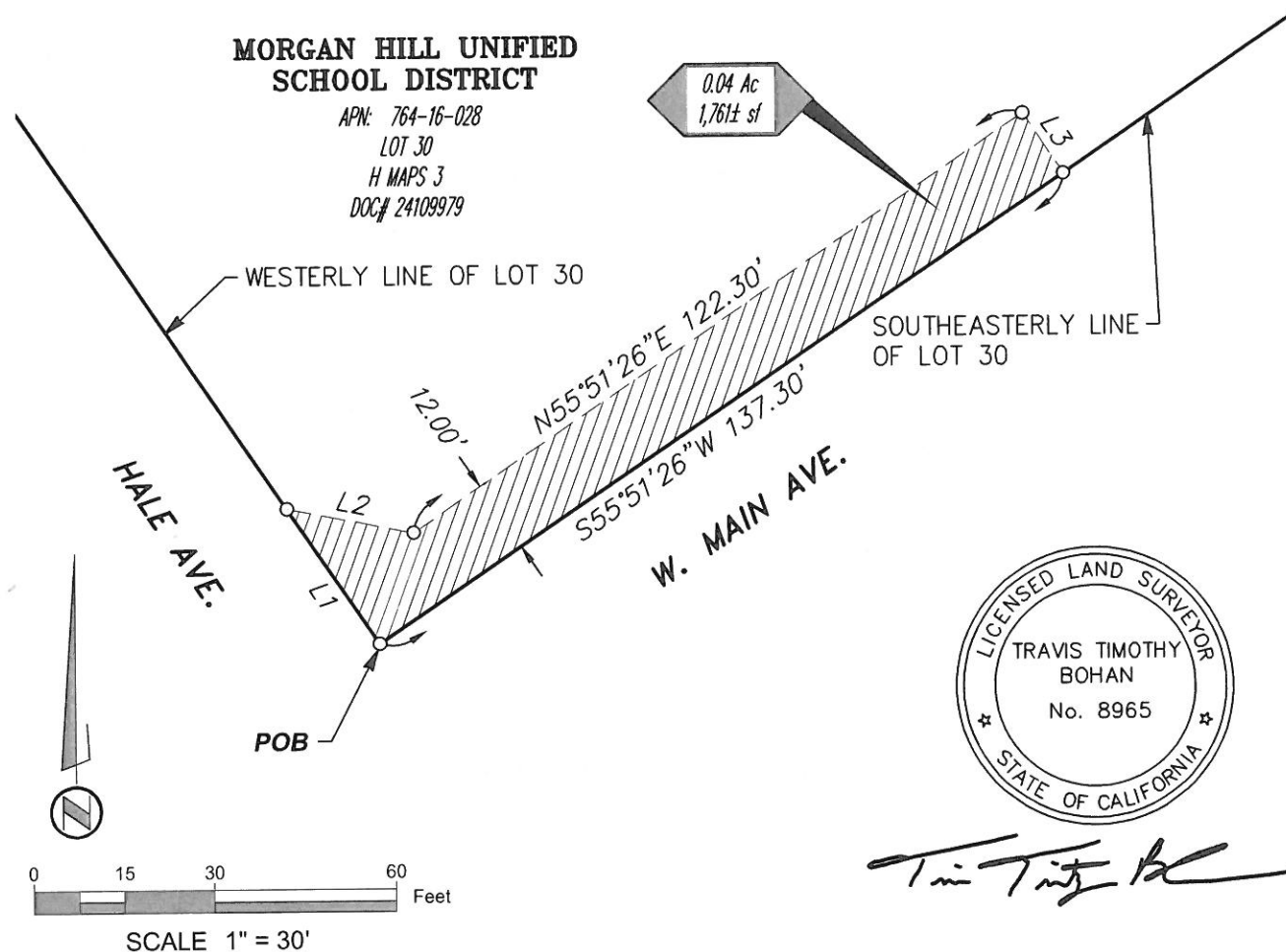


# **LEGEND**

POB POINT OF BEGINNING  
 ○ DIMENSION POINT  
 ▨ AREA TO BE ACQUIRED

## **LINE TABLE**

L1 N34°08'11"W 27.11'  
 L2 S78°56'25"E 21.29'  
 L3 S34°08'11"E 12.00'



SHEET 1 OF 1



Scale: 1" = 30'  
 Date Sep. 2020  
 Drawn By AD  
 Checked By TTB

**Exhibit B  
 FEE**  
 APN 764-16-028  
 Plat to Accompany Legal Description  
 In the City of Morgan Hill,  
 Santa Clara County, California



**RECORDING REQUESTED BY:**

CITY OF MORGAN HILL

**WHEN RECORDED MAIL DOCUMENT TO:**

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

RECORD AT NO FEE  
PER GOVERNMENT CODE SECTION 6103 & 27383  
APN: 764-06-028 Portion

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF PUBLIC SERVICE EASEMENT**

**Northeast Corner of West Main Ave. and Hale Ave.**

Morgan Hill Unified School District hereby **GRANT** to the **CITY OF MORGAN HILL**, a Municipal Corporation of the State of California, an easement for public use, a public service easement for any and all public service facilities, including but not limited to electric, gas, telephone, cable TV, water, storm drainage, sanitary sewers, etc., and all appurtenances thereto, with the right to enter upon the easement at any time for the purposes of installation, construction, repair and maintenance thereof, under, over, on and across the real property hereinafter described.

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

**ATTACHED HERETO AND MADE A PART HEREOF**

Owner(s): Morgan Hill Unified School District

By: Steve Betando, Superintendent

Date

**NOTARY ACKNOWLEDGMENT ATTACHED**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for the State of California, personally appeared \_\_\_\_\_ 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 the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that real property situate in the City of Morgan Hill, County of Santa Clara, State of California, being a portion of Lot 30, as shown on that certain Map entitled "MCGRATH ADDITION TO MORGAN HILL", filled September 2, 1893 in Book H of Maps, Page 3, also being a portion of the land described in that certain GRANT DEED, recorded February 5, 2019 as Document Number 24109979, Santa Clara County Records, more particularly described as follows:

**Commencing** at the Southwest corner of said Lot 30; thence along the westerly line of said Lot 30, North 34°08'11" West, a distance of 62.97 feet to the **Point of Beginning**; thence continuing along said westerly line, North 34°08'11" West, a distance of 93.76 feet; thence leaving said westerly line, South 38°59'00" East, a distance of 78.11 feet; thence South 47°04'35" East, a distance of 68.64 feet; thence South 55°51'26" West, a distance of 6.97 feet; thence North 78°56'25" West, a distance of 6.07 feet; thence North 47°04'35" West, a distance of 47.88 feet to a point on said westerly line, and the **Point of Beginning**.

Containing 907 square feet or 0.02 acres, more or less.

Assessor's Parcel Number: 764-16-028

This real property description has been prepared at Mark Thomas, by me, or under my direction, in conformance with the Professional Land Surveyors Act.

  
Travis Timothy Bohan, LS 8965



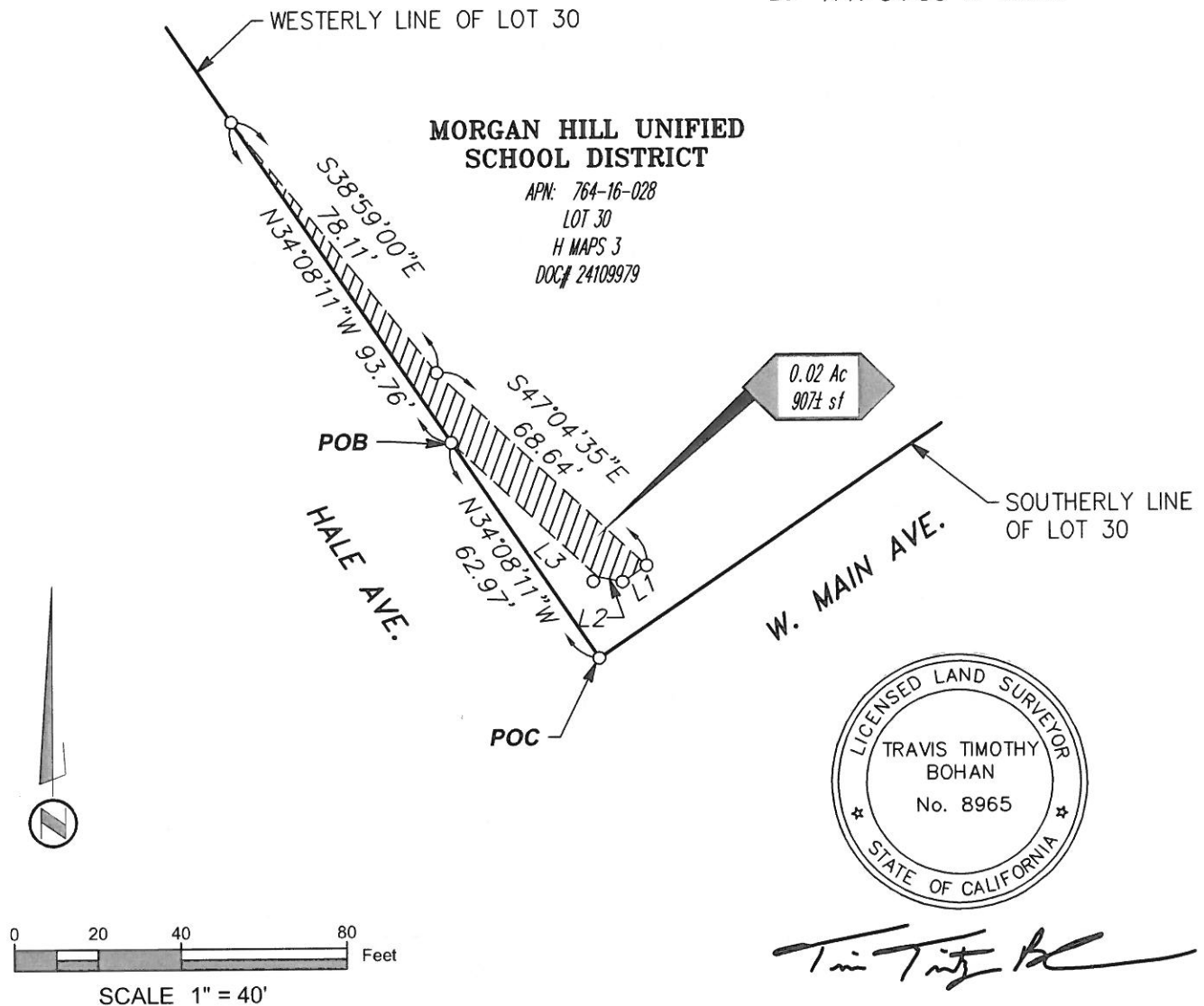
10/30/2020  
Date

## LEGEND

POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING  
 ○ DIMENSION POINT  
 [Hatched Box] PUBLIC SERVICE EASEMENT

## LINE TABLE

L1 S55°51'26"W 6.97'  
 L2 N78°56'25"W 6.07'  
 L3 N47°04'35"W 47.88'



SHEET 1 OF 1



Scale: 1" = 40'  
 Date October 2020  
 Drawn By AD  
 Checked By TTB

**Exhibit B**  
**PUBLIC SERVICE EASEMENT**  
 APN 764-16-028  
 Plat to Accompany Legal Description  
 In the City of Morgan Hill,  
 Santa Clara County, California

