

Recorded at no charge in accordance with Government Code Section 6103 at the request of, and when recorded return to:

City of Palo Alto
Real Estate Division
250 Hamilton Avenue
Palo Alto, CA 94301

SPACE ABOVE THIS LINE
FOR RECORDER'S USE ONLY

A.P.N.: 127-01-157
Property Address: Greer Park
1098 Amarillo Avenue
Palo Alto, CA 94303

QUITCLAIM DEED AND TERMINATION OF EASEMENT

This Quitclaim Deed and Termination of Easement ("*Quitclaim*") dated as of October 7, 2023, is entered into by and between the CITY OF PALO ALTO, a California municipal corporation ("*City*") and SUMMERHILL WEST BAYSHORE LLC, a California limited liability company ("*SummerHill*") in the following factual context:

- A. City is the fee owner of that certain real property known as Greer Park, 1098 Amarillo Avenue, Palo Alto, California 94303 (the "*Property*").
- B. Through the Grant of Easement and Agreement dated October 6, 2023, SummerHill acquired a new easement that replaced its interest in that certain Grant of Easement shown in Exhibit A, dated May 26, 1976, and recorded in the Official Records of the County of Santa Clara on May 28, 1976, as Document 5298150 (the "*1976 Easement Agreement*").
- C. City and SummerHill now desire to terminate all of SummerHill's easement rights set forth in the 1976 Easement Agreement (collectively, the "*Easements*"), including without limitation, an easement and right of way for sanitary sewer purposes, which are more particularly described in the 1976 Easement Agreement.

NOW THEREFORE, intending to be legally bound, the parties agree as follows:

1. SummerHill hereby remises, releases and forever quitclaims the Easements to City and agrees that SummerHill's rights set forth in the 1976 Easement Agreement is terminated and shall have no further force or effect with respect to the Property.
2. The existing infrastructure in the Easements will be abandoned in place.
3. City accepts the Quitclaim and acknowledges and confirms that the SummerHill's rights set forth in the 1976 Easement Agreement is terminated and of no further force or effect as to the Property.

4. This Quitclaim is solely intended to quitclaim easements only, and not any other interest in the Property, and does not result in a change of ownership of the underlying real estate.
5. This Quitclaim may be executed in counterparts or using separate signature pages. Each such executed counterpart and each counterpart to which such signature pages are attached shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties hereto have executed this instrument the date below.

CITY:
CITY OF PALO ALTO, a California municipal corporation

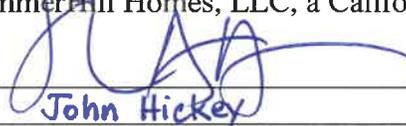
By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

SUMMERHILL:
SummerHill West Bayshore LLC, a California limited liability company

By: SummerHill Homes, LLC, a California limited liability company, its manager

By: 
Name: John Hickey
Title: V.P. of Development
Date: Sept. 29, 2023

By: 
Name: Jason Biggs
Title: Secretary
Date: September 29, 2023

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 Santa Clara

On September 29, 2023 before me, Judy Lepulu, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



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 _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A – 1976 EASEMENT AGREEMENT

(Attached on the following three pages)

When recorded, return to file
PA 51005 HL

VALLEY TITLE COMPANY
P. O. BOX 758-615 RAMONA ST.
PALO ALTO, CALIF. 94302

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AP 127-1-122 CA 6-014

5298150

GRANT OF EASEMENT

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FOR VALUABLE CONSIDERATION, the CITY OF PALO ALTO, a California municipal corporation, hereby grants to CARRIER PROPERTIES OF NEVADA, INC., a Nevada corporation, and its successors in interest for the benefit of lands now or previously owned by Carrier Properties described on the attached EXHIBIT A an easement and right of way for sanitary sewer purposes, in perpetuity, in, under, over, across, along and upon that certain property in the City of Palo Alto, County of Santa Clara, State of California, shown on the map attached hereto, entitled "SANITARY SEWER EASEMENT PORTION OF RANCHO RINCON DE SAN FRANCISQUITO, File No. 207-1166-001," and described as follows:

A strip of land, 10 feet in width, the centerline of which is described as follows:

BEGINNING at the westerly corner of Parcel 2, as said parcel is described in the Deed from Carrier Properties, of Nevada, Inc., to the City of Palo Alto, recorded on March 27, 1975, in Book 335, at page 172, Records of the County of Santa Clara, California;

THENCE N. 38°55'40" W. along the prolongation of the Southwesterly line of said Parcel 2 a distance of 523.27 feet to the true point of beginning.

THENCE S. 39°33'43" W. 263.49 feet; THENCE S. 9°12'55" W. 215.71 feet, more or less to a point in the northeasterly line of Block 382 as shown on that certain map entitled "TRACT NO. 796, GREER PARK" recorded October 2, 1950 in Book 30 of Maps, records of Santa Clara County, California, at page 52;

together with the right of ingress and egress thereon and the right to pass and repass over, along, across, under, and upon said easement whenever and wherever said Carrier Properties of Nevada, Inc., or its successors in interest, desire for the purposes above set forth.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 26 day of May 1976.

ATTESTED:

Notary Public
Approved as to Form
Assistant City Attorney

CITY OF PALO ALTO

BY Stanley R. Norton
Mayor

PROPERTY DESCRIPTION APPROVED:
Ed. Wilkins
Engineering Department

COUNTY OF SANTA CLARA)
STATE OF CALIFORNIA) ss:

On this 26th day of May 1976, before me, a Notary Public, personally appeared Stanley R. Norton, known to me to be the Mayor of the City of Palo Alto, grantor in the within instrument, and he acknowledged to me that he had authority to convey the interest therein on behalf of the City of Palo Alto, pursuant to action of the City Council of the City of Palo Alto on May 17, 1976 1976.

OFFICIAL SEAL
CHARLES M. DOUGHERTY
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My commission expires June 16, 1976
26455 S. Francis Dr., Los Altos Hills, Calif. 94022

Charles M. Dougherty
Notary Public in and for the County of Santa Clara, State of California
Mail Tax statement to Carrier Properties,
260 Sheridan Ave.,
PALO ALTO, Ca. 94306

EXHIBIT A
DESCRIPTION

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

Parcels A and B as said Parcels are shown on that Parcel Map recorded in Book 371 of Maps at page 26 Official Records of Santa Clara County on May 6, 1976

5298150
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Recorded at the request of
Valley Title Company

MAY 28 1976 0:01AM

GEORGE A. MANN
REGISTRAR - RECORDER
Santa Clara County, Official Records

See

