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ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered at Pleasanton, California, this 6th day of June, 1966, by and between:

THE CITY OF PLEASANTON, a general law City, with offices at 603 Main Street, Pleasanton, Alameda County, California, hereinafter called "City"; and D. & V. BUILDERS, INC., a California corporation, with offices at 6000 Telegraph Avenue, Oakland 9, California, hereinafter called "Owner", is subject to the following terms and conditions:

W I T N E S S E T H

1. RECITAL. City desires to expand its boundaries to include new and additional land within the City Limits which is a part of the general planning area of the City. To this end, annexation proceedings have been requested by the Owner, or by adjacent owners, and City has commenced proceedings to be designated as follows:

Annexation No. 45

2. CONSIDERATION. City agrees to annex to the City of Pleasanton, and Owner agrees to cooperate fully in such annexation, those lands controlled by Owner, as described in Exhibit "A" attached hereto, and lying within Pleasanton Township, Alameda County, California. Owner and City agree that the provisions of this contract, the State laws, and City ordinances and resolutions shall control the responsibilities of both parties.

3. LAND AREAS. The land described in the exhibits to this agreement shall be designated as follows:

(a) All lands within proposed Annexation No. 45, more particularly described in the legal description attached hereto as Exhibit "A", and made a part hereof, and shown on the map attached hereto as Exhibit "B", and made a part hereof.

(b) That portion of land of Owner, within said annexation proceedings and to which this agreement relates, more particularly described in Exhibit "A", and labelled "D. & V. - Rickenbach" on Exhibit "B" hereto.

4. PLANNING AND ZONING. The above-described lands of Owner are presently located in the unincorporated territory of Alameda County, and precisely zoned by the Alameda County Zoning Ordinance for use as follows:

A-2 Agriculture

City, in contemplation of annexation, has heretofore included said lands in the Pleasanton Area General Plan, as described in Exhibit "B" attached hereto.

City and Owner contemplate a future land use of said property in keeping with said Pleasanton Area General Plan.

If Owner's property is proposed for development after said property has been annexed to City, City and Owner agree upon the following sequence of events:

(a) In the ordinance approving annexation, City shall provide an interim or holding zone as follows:

A - Agricultural

(b) Subsequent to the effective date of said annexation, Owner agrees to prepare and submit to City a proposed plan for development of Owner's property, said plan to include at least the following elements:

- (1) Proposed land use
- (2) Proposed traffic circulation routes
- (3) Proposed public and quasi-public facilities, including public park and recreation areas, schools, churches, and other like facilities.

Said plan may take the form of a Preliminary Subdivision Map as defined by Ordinance No. 358, as amended, the City Subdivision Ordinance.

(c) Upon receipt of said plan, City agrees to immediately consider said plan and initiate proceedings to amend Ordinance No. 309, the City Zoning Ordinance, in order to formally assign zoning districts to Owner's property, either on the basis of the plan as submitted or in another form as may be specified by the Planning Commission and City Council.

5. FEE. In consideration for annexation to the City, and as a part payment for City-owned facilities located both in and out of the original City boundaries, Owner shall pay to City an annexation fee upon an amount and schedule as follows:

Two Hundred Dollars (\$200.00) for each acre, or fraction thereof, of Owner's property as described in Exhibit "A". Said annexation fee shall be due and payable to the City on a per acre basis at such time as Final Subdivision Maps are approved for areas within Owner's property, or shall be due and payable on or before the ninetieth day following connection of sewer or water improvements to any prorate portion of said lands of Owner included in any application for zoning or building permits, whichever shall first occur.

6. PUBLIC PARKS. City and Owner agree that public neighborhood park areas shall be dedicated to the City by the Owner within the lands of Owner, or fees paid in lieu thereof, in accordance with the requirements of Ordinance No. 439. The parties agree that this agreement

states their full rights and duties as to park dedications. Each party does hereby waive and relinquish any cause of action which such party might bring for park lands, in lieu of payments or alleged loss or damage to Owner. This final settlement shall be binding, regardless of any future litigation concerning City's Ordinance No. 439, or Section 11,546, Business and Professions Code.

7. TAXES. Owner understands that after annexation has been completed, said property shall be subject to all real property taxes levied by the City.

8. BONDED DEBT. Owner does hereby consent that said property shall be taxed to pay its share of the bonded indebtedness of the City. This agreement shall serve as such consent, and a copy shall be filed with the Tax Collector of Alameda County if evidence is required.

9. STREETS. City and Owner agree that any necessary improvements to existing public streets upon which said lands abut, which are the result of development of Owner's property, will be accomplished.

In order to achieve this goal, Owner agrees to fully cooperate with the City to provide and install street improvements properly required by City as a condition of its approval of the subdivision or other development of said property.

10. OFF-TRACT IMPROVEMENTS. In general, Owner shall pay for, construct, and dedicate to the City, all off-tract improvements required as a result of subdivision or other development of said land.

In equity, Owner should be reimbursed for extending or over-sizing certain facilities. When, in the opinion of the City, the formation of mutual benefit districts is needed in order to reimburse Owner for extending or over-sizing certain facilities, they shall be established and administered according to the following terms:

See "Standard Mutual Benefit District Agreement" for the City of Pleasanton, a copy of which is attached hereto as Exhibit "C".

Owner further agrees to cooperate fully with the City in the formation of any assessment districts which the City deems necessary for the installation of off-tract public improvements which will be of benefit to Owner's property.

11. WATER SUPPLY AND STORAGE. City acknowledges that an adequate water supply and pumping and treatment facilities are available to serve Owner's land and the development proposed, and City will insure that an adequate supply be maintained. In consideration for providing this supply and connection to the City water system, to provide backup facilities and capacity based on use, to contribute to the cost of improving distribution and storage facilities, and to provide funds for main distribution line extensions and over-sizing of certain lines, Owner shall pay to City a connection charge as follows:

One Hundred Fifty Dollars (\$150.00) for each
3/4 inch service connection to the City water

service. The connection charge for other than 3/4 inch service connections shall be determined by the City and shall be based on the ratio of the system capacity required for the service installed to that of a 3/4 inch service. Said connection charge shall be due and payable at such time as application is made for any Building Permit for any use requiring water service. In the event that subsequent to this agreement the City adopts by ordinance a uniform water connection charge less than that specified herein, then such charge shall be applicable in lieu of the charge specified herein and Owner shall receive a rebate for any charges collected in excess of such a uniform connection charge. In no event will Owner be charged in excess of the amount specified herein.

Owner will be required to install to City standards all water lines within Owner's property as required by development. Up to and including 12 inch size, such installation shall be at Owner's sole expense. Owner will be reimbursed for cost of over-sizing any lines in excess of 12 inch size as funds become available. Such funds will be disbursed on a percentage basis equated to the percentage of the total that each party may be due. The total being the total reimbursements due to all developers on a City-wide basis for over-sizing water lines.

Owner will also be required to install to City standards all water lines bordering or wholly outside of Owner's property as necessary for the development of Owner's property and over-sized as may reasonably be required to conform to City's master plan. Owner will be reimbursed for such extensions on a front foot basis as funds become available and for over-sizing as provided above.

Owner will also be required to reimburse the City for any existing lines within or bordering Owner's property on a front foot basis up to and including the equivalent cost of a 12 inch size line.

12. SEWAGE CAPACITY. City, in entering this agreement, acknowledges that capacity in the existing City sewage treatment plant, in the existing City mains in the Alameda County Fair Grounds, and in the sewage lift station and extension of main constructed by Owner and dedicated to City is available for servicing Owner's property, and that such capacity will be reserved in the lift station, treatment plant, and mains to so serve Owner's property, in accordance with the provisions of the agreement of even date herewith between City and Owner.

All extensions of sanitary sewers required by said agreement shall be considered as off-tract improvements.

Owner agrees to pay a fee to the City for sanitary sewer service as follows:

One Hundred Seventy-five Dollars (\$175.00) for each dwelling unit constructed upon Owner's property, as described in Exhibit "A" attached

hereto. Said fee shall be due and payable to the City for each unit so constructed at such time as application is made for building permits to construct individual units within Owner's property. In the event that subsequent to this agreement the City adopts by ordinance a uniform sewer connection charge less than that specified herein, then such charge shall be applicable in lieu of the charge specified herein and Owner shall receive a rebate for any charges collected in excess of such a uniform connection charge. In no event will Owner be charged in excess of the amount specified herein.

13. IN-TRACT IMPROVEMENTS. Owner shall finance and install in-tract improvements reasonably related to development of Owner's property. These shall include but not be limited to streets, storm drainage, sanitary sewers, water and fire hydrants. City shall use its General Law powers and the provisions of its ordinances concerning subdivisions, residential standards, zoning, and building codes to obtain these improvements.

14. CONDEMNATION. In the event Owner is unable to acquire any land sites, easements, or rights-of-way, City will cooperate by the use of its power of eminent domain, as follows:

Upon request by Owner and a proper showing to the City that Owner has been unable to obtain said land, and upon a determination by the City Council of the public necessity therefor, City will institute condemnation proceedings.

Owner shall have the right to recommend an attorney at law to be appointed by City to conduct said proceedings on behalf of the City. Owner shall deposit with City such moneys which, in City's opinion, may be required to secure payment of such costs, expenses, and fees. City shall have complete control of said action. Owner shall receive any excess deposit not expended, and shall pay promptly on demand any additional moneys required by City.

15. CITY EASEMENTS. Should City own or acquire any easements or rights of use over, under, or upon Owner's land which affect Owner's title or development, City agrees, as Final Subdivision Maps are approved, to relocate such easements or rights of use in public streets, or to exchange the same for easements or rights of use in such streets.

16. BINDING ON LAND. All covenants, promises, and agreements contained in this contract shall pertain to and do hereby expressly run with all the lands described in Exhibit "A" of this agreement.

17. BINDING ON SUCCESSORS. This agreement shall apply to, bind, and inure to the benefit of successors in interest of the parties hereto, including heirs, assigns, executors, administrators, and all other parties, whether they succeed by operation of law or voluntary acts of Owner.

18. RECORDING. The execution of this agreement shall be acknowledged before a Notary Public, and either party may file it with the Recorder of Alameda County.

IN WITNESS WHEREOF, the parties set their hands, and the City has caused this agreement to be executed on the day set forth above.

CITY OF PLEASANTON

By Warren R. Harding
Warren R. Harding, Mayor

Helen Woodward
City Clerk

OWNER

D. & V. BUILDERS, INC., a
California corporation,

By Dorothy W. Frost
Dorothy W. Frost, Jr.
Its Attorney

APPROVED AS TO FORM:

Wm. Struthers
Wm. Struthers
City Attorney

EXHIBIT "A"

DESCRIPTION OF TERRITORY TO BE ANNEXED TO THE CITY OF PLEASANTON

ANNEXATION NO. 45

All that certain real property situated in the Township of Pleasanton, County of Alameda, State of California, described as follows:

BEGINNING at the intersection of the northerly boundary line of that certain territory annexed to the City of Pleasanton under Ordinance No. 378, a map of which was filed on January 29, 1964, in Map Book 43 at page 38-A thereof, Records of Alameda County, California, with the general westerly line of that certain parcel of land conveyed by William J. Johnson and Mary E. Johnson (his wife) to Clarence E. Halverson and Leontine Halverson (his wife) by deed recorded May 4, 1953, in Book 7018 of Official Records at page 315 (AH-39153) Records of Alameda County, California; thence leaving said northerly boundary line northerly and westerly along said general westerly line to an intersection thereof with the general easterly line of that certain parcel of land designated "PARCEL 2" and conveyed by Karl F. Will and Ester Will, his wife, to William R. Buck and Dorothy Buck, his wife, by deed recorded March 8, 1951, in Book 6378 of Official Records at page 129 (AF-19697) Records of Alameda County, California; thence northerly, easterly, northerly, westerly, southerly and westerly along said general easterly line and along the northerly line of said PARCEL 2, to the intersection of said northerly line with the general southerly line of that certain parcel of land designated "PARCEL 1" and conveyed by Spring Valley Company Ltd., (formerly Spring Valley Water Company) a corporation organized and existing under and by virtue of the laws of the State of California, to Anthony Joseph Davilla and Frank Thomas Davilla, by deed recorded March 10, 1945, in Book 4658 of Official Records at page 469 (SS-15551) Records of Alameda County, California; thence westerly along said general southerly line to the intersection thereof with the northwesterly line of

that certain parcel of land conveyed by Spring Valley Company Ltd., formerly Spring Valley Water Company, a corporation, to D. Rickenbach by deed recorded February 13, 1947, in Book 5076 of Official Records at page 406 (AB-12180) Records of Alameda County, California; thence southwesterly along said northwesterly line to the intersection thereof with the northwesterly line of that certain parcel of land conveyed by Duke Bonde and Roselma Bonde, husband and wife, to Walter Blum and Marion Blum, husband and wife, by deed recorded May 14, 1946, in Book 4875 of Official Records at page 392 (TT-39437) Records of Alameda County, California; thence southwesterly along said northwesterly line and along the direct production southwesterly thereof to an intersection of said production with the general northwesterly boundary line of that certain territory annexed to the City of Pleasanton under Ordinance 366, a map of which was filed January 21, 1966, in Map Book 51 at page 14 thereof, Records of Alameda County, California; thence southeasterly along said general northeasterly boundary line to an intersection thereof with the general westerly boundary line of the aforesaid territory annexed to the City of Pleasanton under Ordinance No. 378; thence easterly, northerly, westerly, northerly and easterly along said general westerly boundary line and along the northerly boundary line of last said territory annexed to the City of Pleasanton to the point of beginning.

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GENERAL SOUTHERLY LINE OF PARCEL 1
4658 D.R. 469 (SS15551)

-- 3,756.58' (DEED) --

5076 D.E. 406
(AB-12180)

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(AU-26821)

3412 OR. 431
(HH-10517) -

6278 G. H.
(AF-196)
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D. & V. - Kickentuch

5076 A.R. 406
(AB-12180)

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ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into at Pleasanton, California, SEPTEMBER 7, 1965 by and between the CITY OF PLEASANTON, a General Law City located in Alameda County, California, hereinafter called "CITY", and D. & V. BUILDERS, INC., 6000 Telegraph Avenue, Oakland 9, California, hereinafter called "OWNER":

1. RECITAL. City and Owner are parties to an annexation agreement dated December 9, 1963, Paragraph 14 of which provides:

"14. OTHER PROPERTY. Property owned or controlled by owner in addition to that subject to this annexation is shown on Exhibit "C" attached hereto.

Both City and Owner desire that such additional property be annexed to City but City by reason of certain litigation to which Owner is not a party deems annexation inappropriate at this time.

City and Owner desire, however, to agree upon and reduce to writing at the earliest convenient time, the terms and conditions upon which such additional property may be annexed to City and thereafter to consummate said annexation upon such terms and conditions without delay when such may be accomplished. In this connection, City recognizes (a) Owner's desire to be assured City facilities and capacity for water system, water supply, sewerage and treatment, and storm drainage for such additional property; and (b) that the provisions of this agreement which limit to land subject to this annexation, both Owners credit against fee by reason of Park dedication and any adjustment of water system connection charge, should be reviewed by City and Owner in the light of the proposed annexation of such additional property and its development by Owner in conjunction with the property which is the subject of this agreement."

2. PURPOSE. City and Owner by this agreement intend to evidence the terms and conditions under which the additional property to which reference is made in

Paragraph 14 hereinabove quoted and other properties owned or controlled by Owner shall be annexed to City. The real property which is the subject to this Agreement is described in Exhibit "A" hereto, and by this reference incorporated herein.

3. DUTY TO ANNEX. Annexation pursuant to this Agreement shall be commenced and thereafter diligently completed by both City and Owner at the earliest possible time when in the reasonable judgment of both City and Owner, there exists no substantial legal prohibition against the annexation of such additional property by City.

4. DURATION OF AGREEMENT. This Agreement shall have no further force or effect, and both City and Owner shall be released in full from the obligations set forth herein, (a) should said Annexation not be completed on or before five (5) years from the date hereof; or (b) should any of the real property which is described in Exhibit "A" hereto be or become within the boundaries of any City other than the City of Pleasanton.

5. ZONING. Said lands are presently zoned by Alameda County for agricultural use. City and Owner contemplate a different use for said lands, as set forth herein, subject to any limits of City's authority to contract in derogation of its police power.

City does hereby agree to provide interim or a holding zone as a part of any annexation ordinance bringing said lands within the City boundaries, subject only to formal amendment of the Zoning Ordinance, Ordinance No. 309, subsequent to the effective date of said annexation.

City, in contemplation of annexation, heretofore has included said lands in the "City of Pleasanton General Plan".

City further agrees to zone for single family resi-

dential use the lands of Owner described in Exhibit "A" with land use allocations for said area so that the total number of dwelling units to be constructed upon the portion of the lands of Owner included in "Annexation No. 31, Amador Valley Annex D" owned or controlled by Owner, and the land described in Exhibit "A" hereto shall be 1451.

6. FEES. In consideration for annexation by the City, Owner shall pay an annexation fee of \$200.00 per acre as follows:

Said annexation fee shall be due and payable to the City on a per acre basis at such time as Final Subdivision Maps are approved by City for areas within Owner's property; provided, however, that any balance of said annexation fee remaining at the expiration of four (4) years from the date of annexation to City of the property described in Exhibit "A" hereto shall be due and payable to the City at that time.

This Agreement specifies all of the fees to be paid by Owner to City, for annexation and for connection to City systems and facilities. The imposition of, (or lack of) and the amount of such fees is in accordance with pre-existing City policy when portions of the real property described in Exhibit "A" hereto would have been annexed to City, pursuant to agreement between Owner and City, but for the litigation to which reference is hereinabove made. Because of the foregoing special circumstances, this Agreement is not a precedent for the imposition, lack of, or amount of such fees in the case of other properties not now within City.

7. TAXES. Owner understands that after annexation has been completed, said property is subject to all real property taxes levied by the City.

8. BONDED DEBT. Owner shall file in writing the consent necessary to subject said property to taxation for the existing bonded indebtedness of the City of Pleasanton. This Agreement shall serve as such consent, should Owner neglect to file a

separate document.

9. STREETS. City and Owner agree that improvements to Valley Avenue where Owner's property abuts will be accomplished with the primary intention of providing adequate facilities for the flow of traffic while retaining, to the extent possible, the aesthetic value of the existing trees located adjacent to the above-named street.

In order to achieve this goal, Owner has agreed to fully cooperate with the City and specifically to construct Valley Avenue, where it abuts Owner's property, as a modified Major Thoroughfare with Back-up lots as defined in Ordinance No. 358, eliminating the parking lanes but maintaining 104' of street width, shifting the right-of-way in order that one row of existing trees falls in the center median strip and the other row falls within the City right-of-way or easement along one side of the final roadway. Additional right-of-way and complete construction is to be provided entirely at Owner's expense, except for center median curbs and gutters and paving requirements beyond 20' maximum on each side measured from the curbs. Owner is already obligated pursuant to the Annexation Agreement of December 9, 1963 to furnish the entire right-of-way and to construct the southerly one-half of the improvements to be constructed by it as a condition to and in the course of the subdivision of the property of Owner agreed to be annexed under said agreement. Owner shall construct the northerly one-half of the improvements to be constructed by it as a condition to and in the course of the subdivision of the property to be annexed hereunder.

10. OFF-TRACT IMPROVEMENTS.

a. Water Distribution System

Water service for Owner's development both for domestic service and fire demand requirements shall be brought to the property by direct extension across Valley Avenue from the facilities in Owner's development/south of Valley Avenue. Owner shall be responsible for such extension of facilities.

b. Sewage Collection System

Owner shall be responsible for the construction of any additional off-site sewer mains and appurtenances necessary to deliver sewage from Owner's development to existing City mains as a part of a reasonable service area determined in accordance with accepted engineering standards. City agrees to form and administer such Mutual Benefit Districts, as are reasonably necessary to provide proper reimbursement to Owner, for that portion of the costs of such off-site sewer mains and appurtenances which is in the same proportion to the total cost of such off-site mains and appurtenances as the area of the land of others within such reasonable service area bears to the total area within the service area.

c. Storm Water Disposal System

Owner shall be responsible for constructing off-site storm drainage improvements required to properly drain Owner's development as a part of a reasonable drainage service area,

determined in accordance with accepted engineering standards of City, and of the Alameda County Flood Control and Water Conservation District. In the event Owner is required to construct facilities adequate to serve other areas than Owner's, City agrees to cooperate in the formation and administration of Mutual Benefit Districts or of Assessment Districts to compensate Owner for excess costs which shall be in the same proportion to total cost as the area of the land of others included in the drainage area bears to the total land area included in the drainage area.

11. WATER SUPPLY AND STORAGE FACILITIES. The

City, in entering this Agreement, acknowledges that an adequate water supply is available to serve Owner's proposed development and that such availability will be maintained by it. City further acknowledges that its existing treatment and distribution system (after completion of the improvements required of Owner and of City under the Annexation Agreement of December 9, 1963) has the capacity to serve Owner's proposed development, and that such capacity will be maintained by City, so that the development of Owner can be served by the extension described in Paragraph 10(a) hereof. In consideration for connection to the existing water system and to partially offset the cost of future storage facilities, Owner shall pay a connection fee as follows:

One Hundred Seventy Five (\$175.00) Dollars per

acre. Said connection fee shall be due and payable to the City on a per acre basis at such time as Final Subdivision Maps are approved within Owner's property. Said connection fee of \$175.00 per acre shall be considered as Owner's maximum obligation for water connection fees, and this fee per acre may be reduced should future studies indicate that a lesser fee is applicable. Adjustment shall be retroactive to the extent that the fee on subsequent maps may be further reduced or eliminated as compensation for prior overpayment. Provided that in no event shall the City rebate funds previously paid, and provided further that no adjustment will be made after Final Subdivision Maps have been filed on all of Owner's land included within this Agreement.

12. IN-TRACT IMPROVEMENTS. City shall look to the developer of said property for the financing and installation of in-tract improvements which are reasonably related to on-site development. These shall include but not be limited to streets, storm drainage, sanitary sewers, water and fire hydrants. City shall use its General Law powers and the provisions of its ordinances concerning subdivision, residential standards, zoning and building codes to obtain such in-tract improvements.

13. SEWAGE CAPACITY. The City, in entering this Agreement, acknowledges that sewage capacity in the existing City sewage treatment plant and in the existing City mains in the Alameda County Fair Grounds are available for the Owner's property, and that such capacity will be reserved in the treatment plant and mains to serve Owner's property. The provisions of this Paragraph, however,

shall not require City to utilize its said plant or mains for such sewage; provided, however, that City shall be required to furnish or cause to be furnished such capacity in other plant or mains, without expense to Owner or charge upon the lands of Owner exceeding that resulting from the use of said existing Fair Grounds mains and plant.

14. EARLIER ANNEXATION. Owner shall be compensated by a reduction in (a) the annexation fees due hereunder in the amount of any compensation for park dedication and construction of improvements, pursuant to Paragraph 5 of the Annexation Agreement of December 9, 1963, not offset against annexation fees for Owner's land annexed under said December 9, 1963 Agreement; and (b) the water connection fees due hereunder, in the amount of any reduction in fee which may be made pursuant to Paragraph 10 of the Annexation Agreement of December 9, 1963, not offset against connection fees for Owner's land annexed under said December 9, 1963 Agreement. Provided, however, that any fees not otherwise offset shall be due and payable in full upon the completion of subdivision of the land annexed hereby or at the expiration of four years from the date of annexation hereunder, whichever is first, and Owner shall not be entitled to refund in cash should credits exceed annexation fees.

15. BINDING ON LAND AND SUCCESSORS. All covenants, promises and agreements contained in this Agreement shall pertain to and do hereby expressly run with the land described in Exhibit "A". This Agreement shall apply to, bind and inure to the benefit of successors in interest of

the parties hereto, including heirs, assigns, executors, administrators and all other parties whether they succeed by operation of law or voluntary acts of Owner. Either party may file this Agreement with the Recorder of Alameda County.

IN WITNESS WHEREOF, the parties have hereunto set their hand, and the City has caused this Agreement to be executed in its corporate name by its Officers duly authorized, on this _____ day of _____, 1965.

OWNER (S)

Ernest J. Morrison

CITY OF PLEASANTON

BY

John P. Lang
Mayor

APPROVED AS TO FORM
ONLY:

Allen Woodward
City Attorney

Allen Woodward
City Clerk

DESCRIPTION

Real property located in the Township of Pleasanton, County of Alameda, State of California, described as follows:

PARCEL ONE

PORTIONS of the tract of land described in the Deed by Spring Valley Company, Ltd., a corporation, to Thomas Orloff, dated January 25, 1944 and recorded March 4, 1944 in Book 4500 of Official Records of Alameda County, at Page 376, described as follows:

BEGINNING at the intersection of the most western line of the tract of land described in the Deed hereinabove referred to, with the center line of County Road No. 7901, known as Valley Avenue, and running thence along said center line, South 89° 51' East 778.42 feet to an eastern line of said tract described in said Deed; thence along said eastern line North 0° 09' East 997.00 feet to the most northern line of said tract described in said deed; thence along the last named line North 89° 51' West 778.42 feet to the said most western line of the tract described in said deed; thence along the last named line South 0° 09' West 997.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion thereof which lies within the lines of said County Road.

PARCEL TWO

BEGINNING at the intersection of the center line of Vine Avenue with the center line of Valley Avenue, from which point of beginning Corner Number 10 of Rancho Santa Rita bears South 89 degrees 51 minutes east 1850.36 feet, South 15 degrees 34 minutes East 16.57 feet and South 67 degrees 15 minutes East 202.22 feet; and running from said point of beginning along the center line of said Valley Avenue, North 89 degrees 51 minutes West 2317.27 feet; thence leaving said center line of Valley Avenue, North 0 degrees 09 minutes East 30.00 feet to an iron pipe monument; thence continuing on said last-mentioned course, North 0° degrees 09 minutes East 947.65 feet to an iron pipe monument; thence continuing on said course, North 0 degrees 09 minutes East 19.35 feet to the center line of a drainage ditch; thence along the center line of said drainage ditch and the easterly production thereof, South 89 degrees 51 minutes East 2317.27 feet to an iron pipe monument in the center line of said Vine Avenue; thence along the center line of said Vine Avenue, South 0 degrees 09 minutes West 997.00 feet to the POINT OF BEGINNING; containing 53.02 acres, more or less.

EXCEPTING therefrom the following described parcel of land:

BEGINNING at a point on the center line of Valley Avenue distant along said center line North 89° 51' West 517.60 feet from the center line of Vine Avenue; thence along the center line of Valley Avenue North 89° 51' West 260.00 feet; thence leaving said line North 0° 09' East 205.00 feet; thence South 89° 51' East 260.00 feet; thence South 0° 09' West 205.00 feet to the POINT OF BEGINNING. Being Assessor's Arb No. 946-3303-1 portion.

EXHIBIT "A"

PARCEL THREE

BEGINNING at a point on the center line of a Street 60 feet in width commonly known as Black Avenue, from which point the northwestern corner of Plot 3 of the Bernal Portion of the Rancho El Valle De San Jose bears south 63° 27' west 1.01 chains distant; said point of beginning being also the most southeasterly corner of that certain tract of land containing 11 acres heretofore conveyed by E. R. Lillienthal to Jos. Caton by Deed dated August 31, 1907; and running thence along the said center line of Black Avenue south 89° 45' East 17.20 chains to a point where said line is intersected by the center line of that certain street commonly known as Vine Avenue; thence along said center line of Vine Avenue, north 15' east 12.50 chains; thence leaving said center line of Vine Avenue north 89° 45' west 17.20 chains to the most northeasterly corner of the said 11 acre tract of land conveyed by E. R. Lillienthal to Jos. Caton; and thence along last said line south 15' west 12.50 chains to the point of beginning.

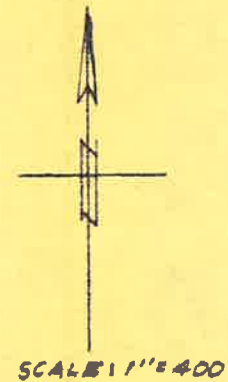
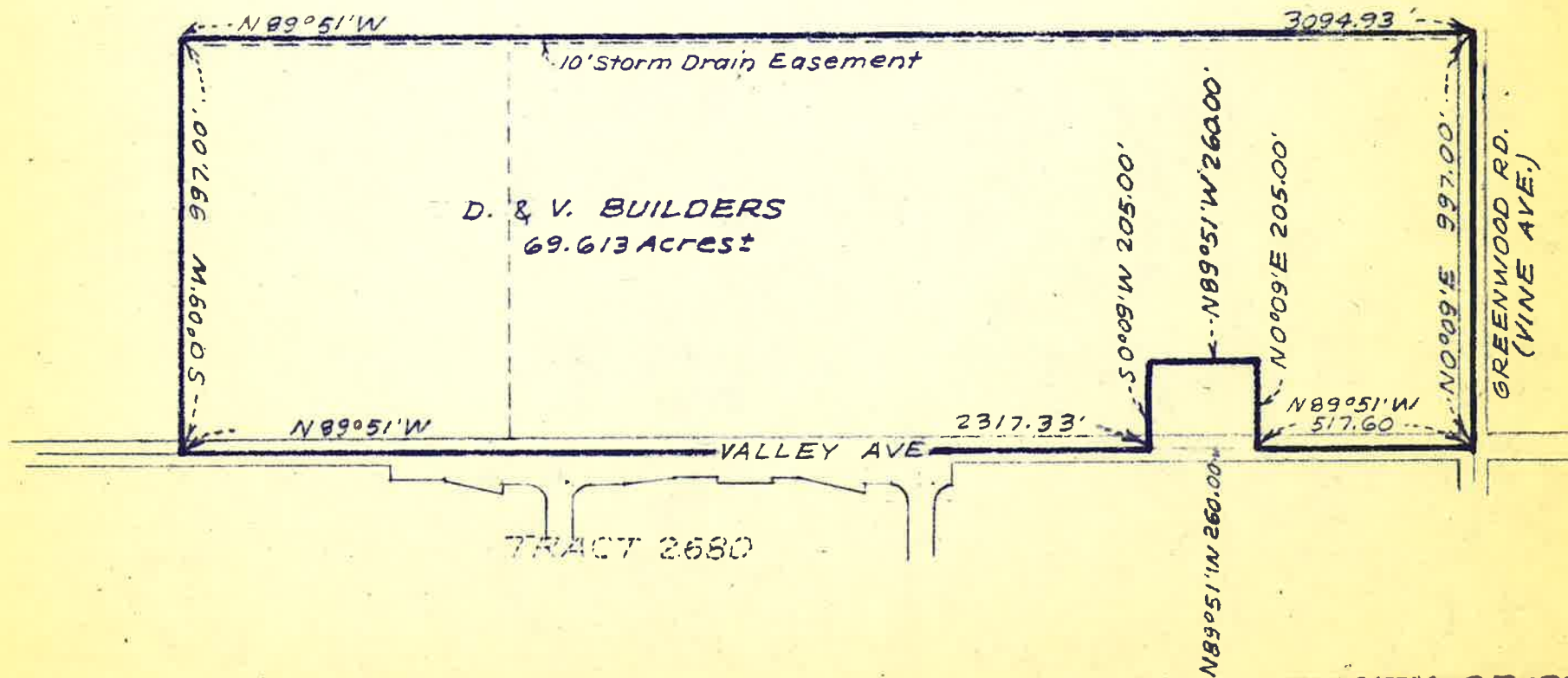
PARCEL FOUR

BEGINNING at a point on the northern boundary line of that certain 99.54 acre tract of land secondly described in that certain deed from E. B. Smith to Spring Valley Water Company, dated November 29, 1911 and recorded December 30, 1911 in Book 1990 of Deeds, at Page 419, Alameda County Records; distant thereon north 89° 51' west 1413.45 feet from the point of intersection thereof, with the western line of County Road No. 1533, the said northern boundary line being also the center line of a road 60 feet in width, commonly known as Valley Avenue, (the bearing of the northern boundary line of said 99.54 acre tract being taken as north 89° 51' west for the purpose of making this description) thence continuing along the said northern boundary line north 89° 51' west 436.91 feet to the point of intersection thereof, with the center line of a road, 60 feet in width, commonly known as Vine Avenue, thence north 0° 09' east along the last named line 997.00 feet; thence leaving the said center line of Vine Avenue south 89° 51' east 436.91 feet; thence south 0° 09' west 997.00 feet to the point of beginning.

PARCEL FIVE

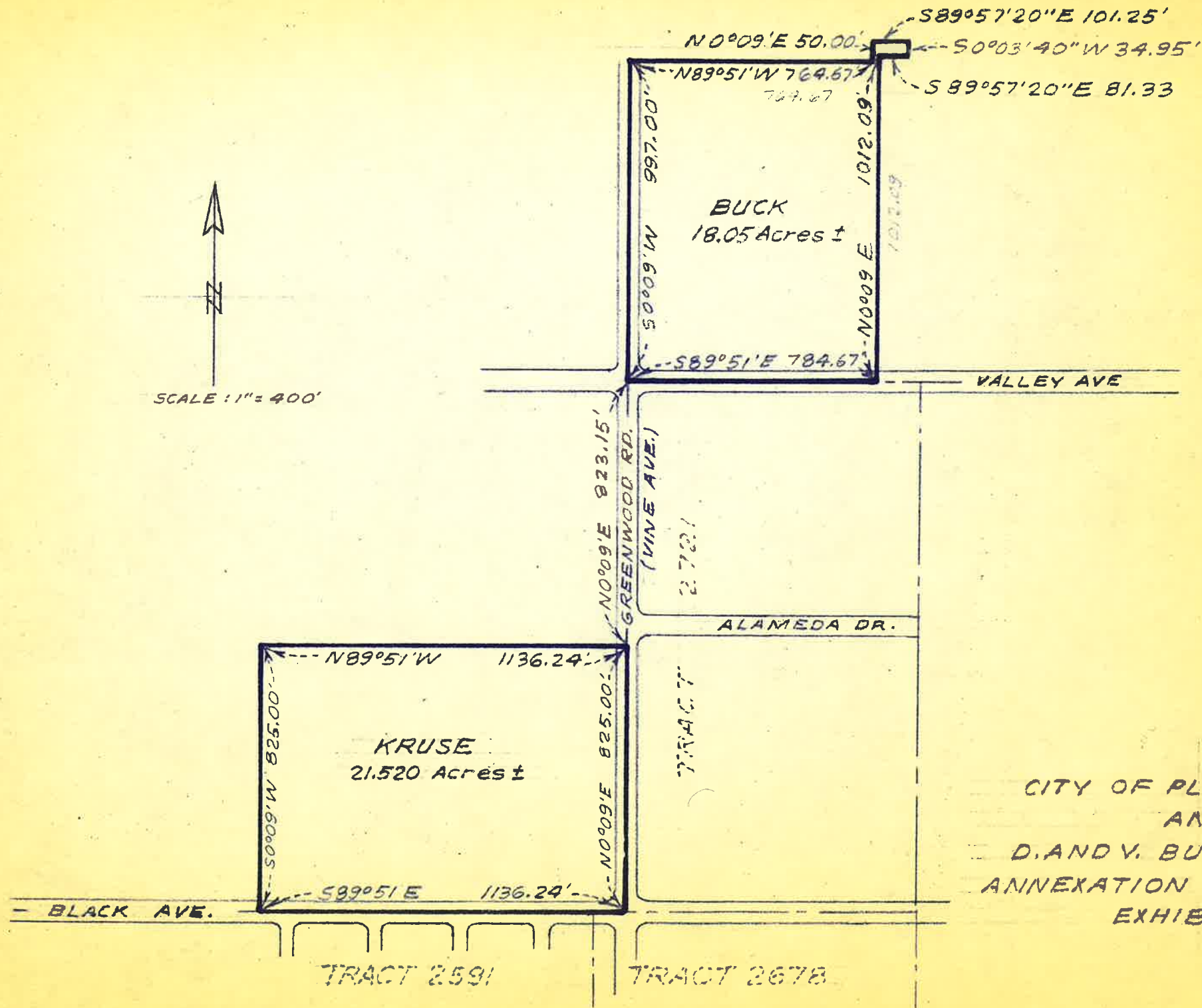
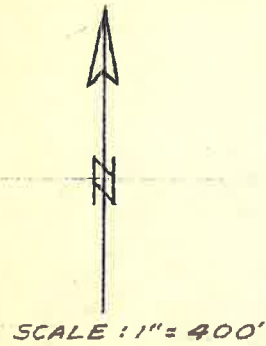
BEGINNING at a point on the northern line of the 99.54 acre tract of land secondly described in the Deed from E. B. Smith to Spring Valley Water Company, dated November 29, 1911 and recorded December 30, 1911 in Book 1990 of Deeds, at Page 419, Alameda County Records distant thereon north 89° 51' west 1065.69 feet from the intersection thereof, with the western line of County Road No. 1533, the said northern line being also the center of a road, 60 feet in width, known as Valley Avenue (the bearing of the northern line of said 99.54 acre

tract being taken as north 89° 51' west for the purpose of making this description) running thence along the said northern line north 89° 51' west 347.76 feet; thence north 0° 09' east 997 feet to the southern line of the 1.98 acre tract of land described in the Deed by Karl F. Will and Esther Will, to A. J. Davilla and F. T. Davilla, dated March 16, 1950, recorded March 30, 1950 in Book 6064 of Official Records of Alameda County, Page 491 (AE/27551) thence along the last named line south 89° 51' east 327.76 feet to the general eastern line of said 1.98 acre tract; thence along the last named line north 0° 09' east 50 feet to an angle point therein; thence continuing along the last named line and along the northern line of the 0.03 acre tract of land described in the Deed by A. J. Davilla, et al., to Karl F. Will and Esther Will, dated March 16, 1950, recorded March 30, 1950 in Book 6064 of said Official Records Page 493, (AE/27552) south 89° 57' 20" east 101.25 feet to the eastern line of said 0.03 acre tract; thence along the last named line south 0° 03' 40" west 34.95 feet to the southern line of said 0.03 acre tract; thence along the last named line and along the direct extension thereof north 89° 57' 20" west 81.33 feet to a line drawn north 0° 09' east from the point of beginning; thence south 0° 09' west 1012.09 feet to the point of beginning.



RECEIVED
AUG 30 1965

CITY OF PLEASANTON
AND
D. AND V. BUILDERS, INC.
ANNEXATION AGREEMENT
EXHIBIT A.



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AND
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ANNEXATION AGREEMENT
EXHIBIT A.