

**BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT**

RESOLUTION NO. 20-

**AUTHORIZING CONVEYANCE OF REAL
PROPERTY RIGHTS TO THE SAN JOSE WATER COMPANY**

WHEREAS, the Santa Clara Valley Water District (Valley Water) owns a Pipeline Easement that is described in Exhibit A, attached hereto and incorporated herein, located on San Jose Water Company's (SJWC) property referred to as Virginia Station in the City of Campbell; and

WHEREAS, in 1996 Valley Water acquired the Pipeline Easement from SJWC, at no cost, for the construction of a pipeline to supply water for the San Tomas Injection Facility Project; however, the pipeline was ultimately constructed to the north of the property and not within the acquired easement; and

WHEREAS, it has been determined by Valley Water's Water Utility staff that the Pipeline Easement is no longer needed to be retained by Valley Water for current or future operations; and

WHEREAS, Valley Water Board approval is required for the Chief Executive Officer (CEO) to execute the quitclaim deed agreement and authorize conveyance of real property rights. Furthermore, in accordance with the District Act, Section 31, prior to disposition of real property rights, the Board must by Resolution, declare the property rights unnecessary for Valley Water purposes; and

WHEREAS, Valley Water's Board may reconvey real property to the former owner or his or her successor in interest for less than fair market value if Valley Water finds that a public purpose exists justifying that reconveyance for less than fair market value; and

WHEREAS, Valley Water will avoid costs and liabilities by conveying the Pipeline Easement to San Jose Water Company.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Santa Clara Valley Water District that:

1. The recitals set forth above in this resolution are incorporated herein by this reference.
2. The Valley Water Pipeline Easement described in Exhibit A is no longer needed to be retained for existing or future Valley Water purposes because the pipeline was ultimately constructed to the north of the property and not within the Pipeline Easement.
3. By conveying the Pipeline Easement to San Jose Water Company, Valley Water will benefit by avoiding maintenance costs and operational liabilities associated with this unnecessary property right.

AUTHORIZING CONVEYANCE OF REAL PROPERTY RIGHTS TO THE SAN JOSE WATER COMPANY

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4. Due to the public benefit described above, Valley Water shall reconvey the Pipeline Easement by Quitclaim Deed Agreement, attached hereto as Exhibit A, to San Jose Water Company for \$1.
5. The CEO is authorized to execute and deliver the Quitclaim Deed Agreement to San Jose Water Company.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on May 12, 2020:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

NAI HSUEH
Chair, Board of Directors

ATTEST: MICHELE L. KING, CMC

Clerk, Board of Directors

EXHIBIT A

QUITCLAIM DEED AGREEMENT

No. of Pages: 3

EXHIBIT A

RECORD WITHOUT FEE UNDER CALIFORNIA
GOVERNMENT CODE SECTION 6103

**AFTER RECORDING RETURN TO:
REAL ESTATE SERVICES UNIT
SANTA CLARA VALLEY WATER DISTRICT
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 404-07-033 (portion)

DOCUMENT NO.: _____

QUITCLAIM DEED AGREEMENT

SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature (Valley Water), hereinafter "Grantor," does hereby release and quitclaim to the **San Jose Water Company**, a California Corporation (SJWC), all that real property in the City of Campbell, County of Santa Clara, State of California, described as:

All those rights held by the Grantor and acquired through that certain Easement Deed from San Jose Water Company, recorded March 13, 1996 as Recorder's Document No. 0013266368.

As Valley Water did not conduct any business operations on the subject easement during its easement ownership, SJWC agrees to indemnify, defend, and hold harmless Valley Water, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation, interest, penalties and reasonable attorney's fees), fines, taxes, levies, imposts, assessment, demands, damages or judgments of any kind or nature, whether in law or equity (including, without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) relating to, arising out of, pertaining to, or resulting from Valley Water's prior ownership of the subject easement.

In consideration for Valley Water's conveyance of the subject easement to SJWC at no cost, in addition to the indemnity set forth herein, SJWC releases and forever discharges Valley Water, including its past and present agents, directors, officers, employees, successors and assignees, of and from any and all claims, of any and every kind, nature and character, known or unknown, foreseen or unforeseen, (including, but not limited to, any claims under federal, state or local laws, including any common law tort, contract, or statutory claims, and any claims for attorneys' fees and costs, subrogation, indemnity, and breach of any contract or agreement) based on any act, omission, or condition arising out of, resulting from, or in any way related to the subject easement.

Attachment 3
Page 1 of 3

EXHIBIT A

SJWC, for itself, its legal representatives and assigns, releases VALLEY WATER, its officers, agents or employees from any and all Claims that SJWC had, now has, or claims to have, or that any person claiming through SJWC may have, or claim to have, arising out of any use, or legal or physical conditions, of the PROPERTY (including, without limitation, uses of or conditions on the Property undertaken or caused by SJWC prior to the Effective Date).

Dated this day of , 20

VALLEY WATER

By: _____
Norma J. Camacho, Chief Executive Officer

Attest: Michele L. King

By: _____
Clerk/Board of Directors

SAN JOSE WATER COMPANY

By: _____
Andrew R. Gere, President and Chief
Operating Officer

EXHIBIT A

DOCUMENT NO.: _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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 } SS

On this ____ day of _____, in the year 20__, before me _____,

Notary Public, personally appeared _____
Name(s) of Signer(s)

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.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- Individual
- Corporate Officer(s): _____
- Partner(s) Limited General
- Attorney-In-Fact: _____
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is Representing (Name of Person(s) or Entity(ies))

