

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

RESOLUTION NO. 16-

**ACQUISITION OF A GRANT DEED FROM AND CONVEYANCE OF
A QUITCLAIM DEED TO PATRICK V. SIMPSON AND MARY AILEEN SIMPSON
FOR THE UPPER LLAGAS CREEK FLOOD PROTECTION PROJECT
PROJECT NO. 26174051 (MORGAN HILL)**

WHEREAS, on June 10, 2014, the Board certified the Environmental Impact Report for the Upper Llagas Creek Flood Protection Project (Project) by Resolution No. 14-67; and

WHEREAS, the Project requires real property from Patrick V. Simpson and Mary Aileen Simpson, Trustees of the Simpson Living Trust (hereafter "Simpson") valued at \$18,174.00; and

WHEREAS, Simpson desires real property from the District valued at \$15,000.00; and

WHEREAS, the District real property desired by Simpson has no access to a public road; and

WHEREAS, Simpson has offered to exchange the real property interest described in the attached Grant Deed 5027-111 (Exhibit 1) to the District in exchange for the District conveyance of the real property interest described in the attached Quitclaim Deed 5027-100.1 (Exhibit 2) and \$3,174.00; and

WHEREAS, the proposed exchange of real property interests is set forth in the Real Property Exchange Agreement for Real Estate File Nos. 5027-111 & 5027-100.1 (Exhibit 3), hereinafter Real Property Exchange Agreement.

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

1. The recitals set forth above are incorporated herein by this reference.
2. The District real property described in the Quitclaim Deed 5027-100.1 is no longer to be retained for District purposes because it is not required for the construction of the Project or other District purposes.
3. In the unanimous judgment of the Board, the District real property described in the Quitclaim Deed 5027-100.1 has no access to a public road.
4. The Real Property Exchange Agreement is approved and the Interim Chief Executive Officer (Interim CEO) is authorized to execute the Real Property Exchange Agreement.
5. Pursuant to the terms set forth in the Real Property Exchange Agreement, the Interim CEO is hereby authorized to execute the Certificate of Acceptance for Grant Deed 5027-111.
6. The Interim CEO is authorized to execute and deliver the Quitclaim Deed 5027-100.1.
7. All exhibits referenced in this resolution are made a part hereof.

Acquisition of a Grant Deed From and Conveyance of a Quitclaim Grant Deed to Patrick V. Simpson and Mary Aileen Simpson for the Upper Llagas Creek Flood Protection Project, Project No. 26174051 (Morgan Hill)

Resolution No. 16-

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District by the following vote on August 23, 2016:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

By: _____
BARBARA F. KEEGAN
Chair/Board of Directors

ATTEST: MICHELE L. KING, CMC

Clerk/Board of Directors

Exhibit 1

RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

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: 825-09-050

Grantee is exempt under section 11922 Revenue
and Taxation Code of the state of California.
Declarant or Agent Determining Tax:

Name, Title

DOCUMENT NO.: 5027-111

GRANT DEED

Patrick V. Simpson and Mary Aileen Simpson, Trustees of the Simpson Living Trust dated March 14, 2003, hereinafter "Grantor," do(es) hereby grant to the SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature (District), all that real property in the unincorporated area of the County of Santa Clara, State of California, as described in Exhibit A (attached hereto).

Dated this 21 day of AUGUST, 2015

The Simpson Living Trust dated March 14, 2003

By: 
Patrick V. Simpson, as Trustee

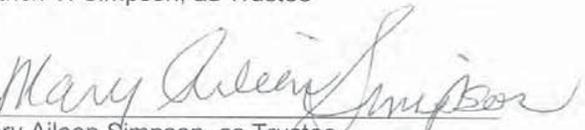
By: 
Mary Aileen Simpson, as Trustee

Exhibit 1

DOCUMENT NO.: 5027-111

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 August 21, 2015 before me, Julian Chacon, Notary Public
(insert name and title of the officer)

personally appeared Patrick V. Simpson, and Mary Aileen Simpson
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)

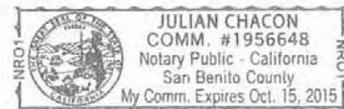


Exhibit 1

DOCUMENT NO.: 5027-111

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 20__

Santa Clara Valley Water District

By: _____
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

Exhibit 1

Exhibit A

SANTA CLARA VALLEY WATER DISTRICT
San Jose, California

By: K. Comerer
Date: 09/01/14

Date Revised:
Revised By:
Checked by: _____ Date: _____

PROJECT: UPPER LLAGAS CREEK
PROPERTY: SIMPSON, TRUSTEE

File No.: 5027-111

All of that certain parcel of land situate in the unincorporated area of Santa Clara County, State of California, more particularly described as follows:

Being a portion of the lands described in the Grant Deed from Patrick V. Simpson and Mary A. Simpson, husband and wife as joint tenants to Patrick V. Simpson and Mary Aileen Simpson, Trustees of the Simpson Living Trust dated March 14, 2003, recorded on September 6, 2011 as Document No. 21304098 of Official Records, Santa Clara County records, being a portion of Parcel B as shown on the Parcel Map filed on May 10, 1977 in Book 395 of Parcel Maps, at Pages 47 and 48, said Santa Clara County Records, more particularly described as follows:

BEGINNING at the most northerly corner of said Parcel B; thence along the northeasterly line of said Parcel B, South 23° 08' 02" East, 134.94 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 500.00 feet, from which the radius point bears North 46° 45' 03" East; thence leaving said northeasterly line, northwesterly, along said curve, through a central angle of 00° 36' 37", for an arc length of 5.33 feet; thence North 42° 38' 20" West, 130.47 feet to the beginning of a tangent curve to the right, having a radius of 270.00 feet; thence along said curve, through a central angle of 01° 33' 27", for an arc length of 7.34 feet to a point on the northwesterly line of said Parcel B; thence along said northwesterly line, North 66° 51' 58" East, 47.72 feet to the POINT OF BEGINNING.

Containing 3,229 square feet or 0.074 acre of land, more or less.

END OF DESCRIPTION

Exhibit 1

BASIS OF BEARINGS:

Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3, Epoch 2011.43. Multiply herein described distances by 1.00001657 to obtain ground level distances.

SURVEYOR'S STATEMENT:

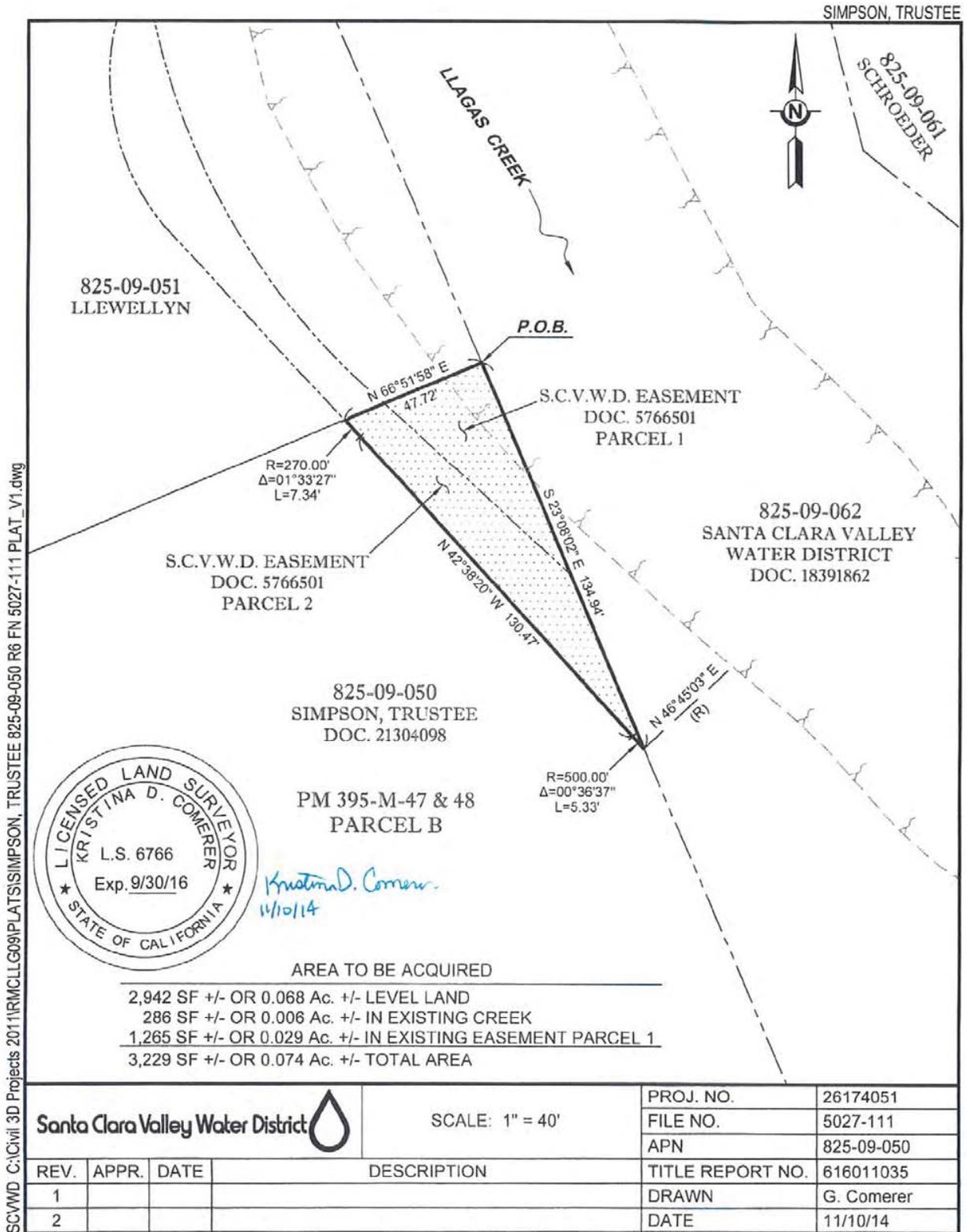
Legal description prepared by Cross Land Surveying, Inc. in September 2014 and is based on boundary resolution by SCVWD and was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

Kristina D. Comer
Kristina D. Comerer, PLS 6766

Date: November 10, 2014



Exhibit 1



SCVWD C:\Civil 3D Projects 2011\RMCLL09\PLATS\SIMPSON, TRUSTEE 825-09-050 R6 FN 5027-111 PLAT_V1.dwg

Exhibit 2

AFTER RECORDING RETURN TO:
PATRICK V. SIMPSON AND
MARY ALIEEN SIMPSON, TRUSTEES
13520 LLAGAS AVENUE
SAN MARTIN, CA 95046

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 825-09-062 (Portion)

DOCUMENT NO.: 5027-100.1

QUITCLAIM DEED

SANTA CLARA VALLEY WATER DISTRICT, a Public Entity, created by the California Legislature (District), hereinafter "Grantor," does hereby release and quitclaim to **PATRICK V. SIMPSON AND MARY ALIEEN SIMPSON, TRUSTEES OF THE SIMPSON LIVING TRUST** dated **March 14, 2003**, all that real property in the City of, County of Santa Clara, State of California, described as:

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated this _____ day of _____, 20____

SANTA CLARA VALLEY WATER
DISTRICT

By: _____

Attest: Michele L. King

By: _____
Clerk/Board of Directors

Exhibit 2

DOCUMENT NO.: 5027-100.1

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

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

Exhibit 2

SANTA CLARA VALLEY WATER DISTRICT
San Jose, California

By: K. Comerer
Date: 09/01/14

Date Revised: 11/10/14
Revised By: K. Comerer
Checked by: _____

Date: _____

PROJECT: UPPER LLAGAS CREEK
PROPERTY: SCVWD TO SIMPSON

File No.: 5027-100.1

All of that certain parcel of land situate in the unincorporated area of Santa Clara County, State of California, more particularly described as follows:

Being a portion of the lands described in the Grant Deed from Dana L. Dollar, Trustee of the Dana L. Dollar Trust, dated December 8, 1989 as to an undivided one-half (1/2) interest, and Franco De Cicco and Sonia De Cicco, Trustees of the De Cicco Family Revocable Living Trust 1993, as to an undivided one-half (1/2) interest to the Santa Clara Valley Water District, a public entity recorded on May 27, 2005 as Document No. 18391862 of Official Records, Santa Clara County records, being a portion of Parcel 2 as shown on the Parcel Map filed on January 26, 1971 in Book 277 of Maps, at Page 49, said Santa Clara County Records, more particularly described as follows:

BEGINNING at the most southerly corner of said Parcel 2; thence along the southwesterly line of said Parcel 2, North 23° 08' 02" West, 195.13 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 500.00 feet, from which the radius point bears North 46° 45' 03" East; thence leaving said southwesterly line, southeasterly, along said curve, through a central angle of 02° 38' 25", for an arc length of 23.04 feet; thence South 45° 53' 23" East, 71.85 feet; thence South 42° 40' 22" East, 113.99 feet to a point on the southeasterly line of said Parcel 2; thence along said southeasterly line, South 66° 51' 58" West, 74.33 feet to the POINT OF BEGINNING.

Containing 7,504 square feet or 0.172 acre of land, more or less.

END OF DESCRIPTION

Exhibit 2

BASIS OF BEARINGS:

Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3, Epoch 2011.43. Multiply herein described distances by 1.00001657 to obtain ground level distances.

SURVEYOR'S STATEMENT:

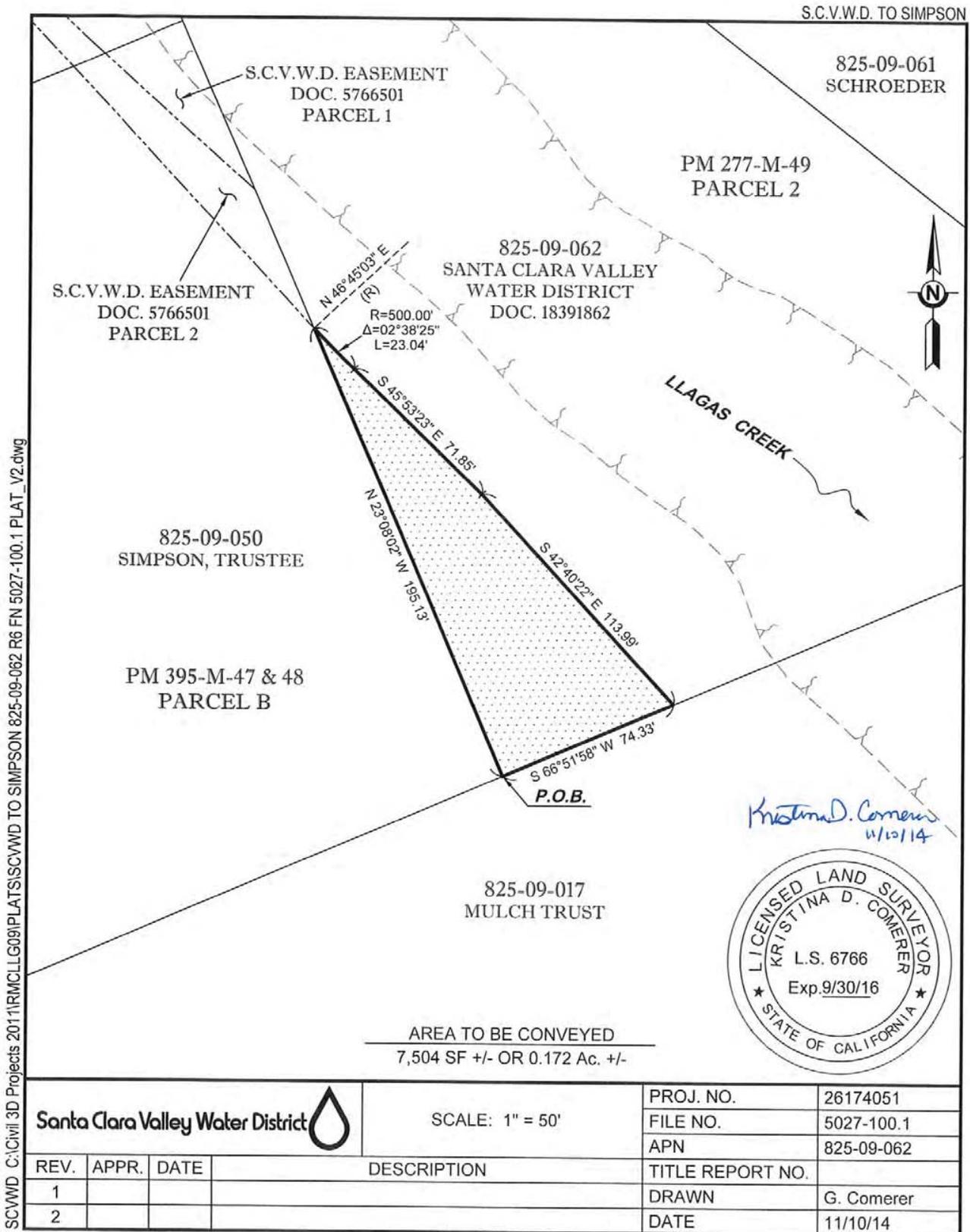
Legal description prepared by Cross Land Surveying, Inc. in September 2014 and is based on boundary resolution by SCVWD and was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

Kristina D. Comer
Kristina D. Comerer, PLS 6766

Date: November 10, 2014



Exhibit 2



SCVWD C:\Civil 3D Projects 2011\RMCLL\G09\PLAT\SCVWD TO SIMPSON 825-09-062 R6 FN 5027-100.1 PLAT_V2.dwg

Exhibit 3

Real Estate File No.: 5027-100.1 & 5027-111

REAL PROPERTY EXCHANGE AGREEMENT

This REAL PROPERTY EXCHANGE AGREEMENT (**Exchange Agreement**) is entered into by and between the Santa Clara Valley Water District, a special district organized and existing under the laws of the State of California (**District**), and Patrick V. Simpson and Mary Aileen Simpson, Trustees of the Simpson Living Trust dated March 14, 2003, (**Trustee Owners**) with respect to the following:

RECITALS

- A. District owns fee title to approximately 7,504 square feet of real property located in an unincorporated area of Santa Clara County, being a portion of Assessor's Parcel Number 825-09-062, and identified as District Parcel 5027-100.1, and legally described in Exhibit A, attached hereto and incorporated herein by reference (**District Property**).
- B. Trustee Owners own fee title to approximately 3,229 square feet of real property located at 13520 Llagas Avenue, San Martin, CA, and adjoining the District Property, identified as District Parcel 5027-111, being a portion of Assessor's Parcel Number 825-09-050 and legally described in Exhibit B, attached hereto and incorporated herein by reference (**Trustee Owners' Property**). For purposes of this Exchange Agreement, the District Property and Trustee Owners' Property may be referred to individually as the (**Exchange Property**) or collectively as the (**Exchange Properties**).
- C. District and Trustee Owners desire to exchange District Property for Trustee Owners' Property.
- D. District may determine that any real property, or interest therein, held by the District is no longer necessary to be retained for the uses and purposes thereof, and may thereafter sell, lease, or otherwise dispose of the property pursuant to Section 31 of the California Water Code, Appendix Chapter 60 (District Act).

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Trustee Owners agree to the exchange of properties on the terms and conditions set forth below:

AGREEMENT

Mutual Conveyances. District agrees to convey the District Property to Trustee Owners and Trustee Owners agree to convey the Trustee Owner's Property to District on the terms and conditions set forth in this Exchange Agreement. This shall constitute full and final consideration for the exchange.

1. District Property. The parties agree that the value of the District Property, consisting of land to be conveyed to Trustee Owners, is equal to the value of the Trustee Owners' Property. The parties agree that the value of the District Property is \$15,000.00.

(a) No Monetary Liens. District shall convey to Trustee Owners fee title to the District Property free of all mortgages, deeds of trust, mechanics' liens, and all other monetary liens.

(b) No New Liens. District shall not, after full execution of this Exchange Agreement, cause or permit any new liens, covenants, conditions, restrictions, easements or any other matter to encumber title to the District Property by record or otherwise except for matters which do not materially interfere with the use and occupancy of the District Property or affect the value of the District Property.

2. Trustee Owners' Property. The parties agree that the value of the Trustee Owners' Property, consisting of land and improvements to be conveyed to the District is equal to the value of the District

Exhibit 3

Property. The parties agree that the value of the Trustee Owners' Property is \$15,000.00, consisting of \$10,100.00, for land and \$4,900.00, for cost to cure damages.

(a) No Monetary Liens. Trustee Owners shall convey to District fee title to the Trustee Owners' Property free of all mortgages, deeds of trust, mechanics' liens, and all other monetary liens.

(b) No New Liens. Trustee Owners shall not, after full execution of this Exchange Agreement, cause or permit any new liens, covenants, conditions, restrictions, easements or any other matter to encumber title to the Trustee Owners' Property by record or otherwise except for matters which do not materially interfere with the use and occupancy of the Trustee Owners' Property or affect the value of the Trustee Owners' Property.

3. Additional Consideration. In addition to the agreed consideration for real property, the District agrees to pay the Trustee Owner the sum of \$3,174.00, representing the agreed cost to install 138 linear feet of fencing based on an estimate submitted to the District by Trustee Owners.

4. Delivery and Recording of Deeds and Real Property Taxes. No later than thirty (30) days from the effective date of this Exchange Agreement, District shall deliver to Old Republic Title Company, 224 Airport Parkway, Suite 170, San Jose California 95110, Escrow Number 0616011035-RR, Escrow Officer Randy Romriell (Escrow Holder), executed Grant Deed 5027-100.1 for District Property together with the \$3,174.00, agreed consideration for fencing and Trustee Owners shall likewise deliver to the office of the Escrow Holder, Escrow Number 0616011035-RR, a grant deed executed by Trustee Owners for Trustee Owners' property. Each party shall deliver any such additional documents and instruments as Escrow Holder may reasonably require in order to close escrow. The parties shall provide Escrow Holder with their separate instructions for closing escrow consistent with the terms of this Exchange Agreement. The Escrow Holder shall close the escrow and record the grant deeds on such date (Closing Date) as is directed by the parties in their respective escrow instructions. Closing escrow is conditioned upon Old Republic Title Company issuing or being committed to issue a CLTA Owners' Title Insurance policy for each Exchange Property free and clear of all monetary liens.

Real property taxes and assessments, if any, on the Exchange Properties shall be not prorated. Each party shall be responsible for paying property taxes and assessments, including any and all interest and penalties on their respective property up to the date of recordation of the grant deed to the other party.

District shall pay all costs of escrow and recording fees incurred in this transaction including documentary stamp tax, if required by law, and title insurance policy expenses.

5. Removal of Personal Property. Within 30 calendar days of the effective date of this Exchange Agreement, District and Trustee Owners shall, at their sole expense, remove or cause to be removed from their respective Exchange Properties any and all personal property, trash, rubbish, and any other materials.

6. Representations and Warranties. Each party, on behalf of itself and the Exchange Property it currently owns, makes the following representations and warranties:

(a) Authority. Each party represents and warrants, as of the date of execution of this Exchange Agreement (i) that it has full legal right, power and authority to execute and fully perform its obligations under this Exchange Agreement and (ii) that the persons executing this Exchange Agreement and other documents required hereunder are authorized to do so.

(b) Indemnification. Each party hereby agrees to indemnify, defend and hold harmless the other (including the District's elected officials, officers, agents, and employees) from and against any and all obligations, liabilities, claims, demands, damages, costs and expenses (including without limitation reasonable attorneys fees and costs) relating to the Exchange Property it is conveying, arising out of or in connection with any act, omission, matter or condition or event that takes place or exists on or before the date of this Exchange Agreement; or resulting from any breach by the party of its representations, warranties or covenants contained in this Exchange Agreement.

Exhibit 3

(c) Real Estate Commissions. Each party represents and warrants to the other party that no brokers or finders have been employed or are entitled to a commission or compensation in connection with this transaction as a result of the action or Exchange Agreement of the indemnifying party. Each party agrees to indemnify, hold harmless, protect and defend the other party (including its elected officials, officers, agents and employees) from and against any obligation or liability to pay any such commission or compensation payable to any other brokers arising from the act or Exchange Agreement of the indemnifying party.

(d) Survival of Warranties and Obligations. The representations and warranties given by the parties in this Section, and all obligations under this Exchange Agreement shall survive the delivery of the grant deeds to each party.

7. Conditions to Effectiveness. This Exchange Agreement shall not be binding or effective against District until the District's governing board has adopted a resolution making the findings required by the District Act, approving this Exchange Agreement and authorizing its execution.

8. Possession. Possession of each Exchange Property shall be delivered within 10 calendar days after recordation of the two grant deeds.

9. General Provisions.

(a) Counterparts. This Exchange Agreement may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one Exchange Agreement after each party has signed such a counterpart.

(b) Entire Exchange Agreement. This Exchange Agreement, together with all exhibits attached hereto, constitutes the entire Exchange Agreement between the parties with respect to the conveyance of the Exchange Properties.

(c) Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Exchange Agreement and the intentions of the parties.

(d) Governing Law/Venue. This Exchange Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California. Any action brought to enforce this Exchange Agreement shall be initiated in the County of Santa Clara, California.

(e) Modification Waiver. No modification, waiver, amendment or discharge of this Exchange Agreement shall be valid unless the same is in writing and signed by both parties.

(f) Severability. If any term, provision, covenant or condition of this Exchange Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Exchange Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Exchange Agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) Successors. All terms of this Exchange Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

(h) Effective Date. The Effective Date of this Exchange Agreement shall be the date upon which approval has been granted by the District governing board as described in Section 7 above.

10. Dismissal of Eminent Domain. Trustee Owners consent to the dismissal as to Trustee Owners' Property of any eminent domain action by District wherein the Trustee Owners' Property is included and also waives any and all claims to any money that may now be on deposit in that action. This agreement

Exhibit 3

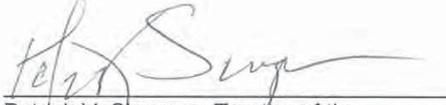
is full consideration for all claims of damage that may have arisen by reason of any such eminent domain action and/or the public project for which this property is acquired.

District has executed this agreement as of:

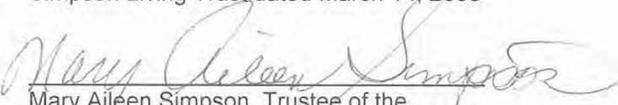
August 21, 2015

Santa Clara Valley Water District

By: _____
Beau Goldie
Chief Executive Officer



Patrick V. Simpson, Trustee of the
Simpson Living Trust dated March 14, 2003



Mary Aileen Simpson, Trustee of the
Simpson Living Trust dated March 14, 2003

ATTEST:

By: _____
Michele King
Clerk/Board of Directors

APPROVED AS TO FORM:

By: _____
Brian Hopper
Senior Assistant District Counsel

Recommended for Approval:

By: _____
Senior Real Estate Agent

By: _____
Real Estate Services Unit Manager

Exhibit 3

Exhibit A
District Property
5027-100.1
(approximately 7,504 square feet)

Exhibit 3

SANTA CLARA VALLEY WATER DISTRICT
San Jose, California

By: K. Comerer
Date: 09/01/14

Date Revised: 11/10/14
Revised By: K. Comerer
Checked by: _____ Date: _____

PROJECT: UPPER LLAGAS CREEK
PROPERTY: SCVWD TO SIMPSON

File No.: 5027-100.1

All of that certain parcel of land situate in the unincorporated area of Santa Clara County, State of California, more particularly described as follows:

Being a portion of the lands described in the Grant Deed from Dana L. Dollar, Trustee of the Dana L. Dollar Trust, dated December 8, 1989 as to an undivided one-half (1/2) interest, and Franco De Cicco and Sonia De Cicco, Trustees of the De Cicco Family Revocable Living Trust 1993, as to an undivided one-half (1/2) interest to the Santa Clara Valley Water District, a public entity recorded on May 27, 2005 as Document No. 18391862 of Official Records, Santa Clara County records, being a portion of Parcel 2 as shown on the Parcel Map filed on January 26, 1971 in Book 277 of Maps, at Page 49, said Santa Clara County Records, more particularly described as follows:

BEGINNING at the most southerly corner of said Parcel 2; thence along the southwesterly line of said Parcel 2, North 23° 08' 02" West, 195.13 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 500.00 feet, from which the radius point bears North 46° 45' 03" East; thence leaving said southwesterly line, southeasterly, along said curve, through a central angle of 02° 38' 25", for an arc length of 23.04 feet; thence South 45° 53' 23" East, 71.85 feet, thence South 42° 40' 22" East, 113.99 feet to a point on the southeasterly line of said Parcel 2; thence along said southeasterly line, South 66° 51' 58" West, 74.33 feet to the POINT OF BEGINNING.

Containing 7,504 square feet or 0.172 acre of land, more or less.

END OF DESCRIPTION

Exhibit 3

BASIS OF BEARINGS:

Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3, Epoch 2011.43. Multiply herein described distances by 1.00001657 to obtain ground level distances.

SURVEYOR'S STATEMENT:

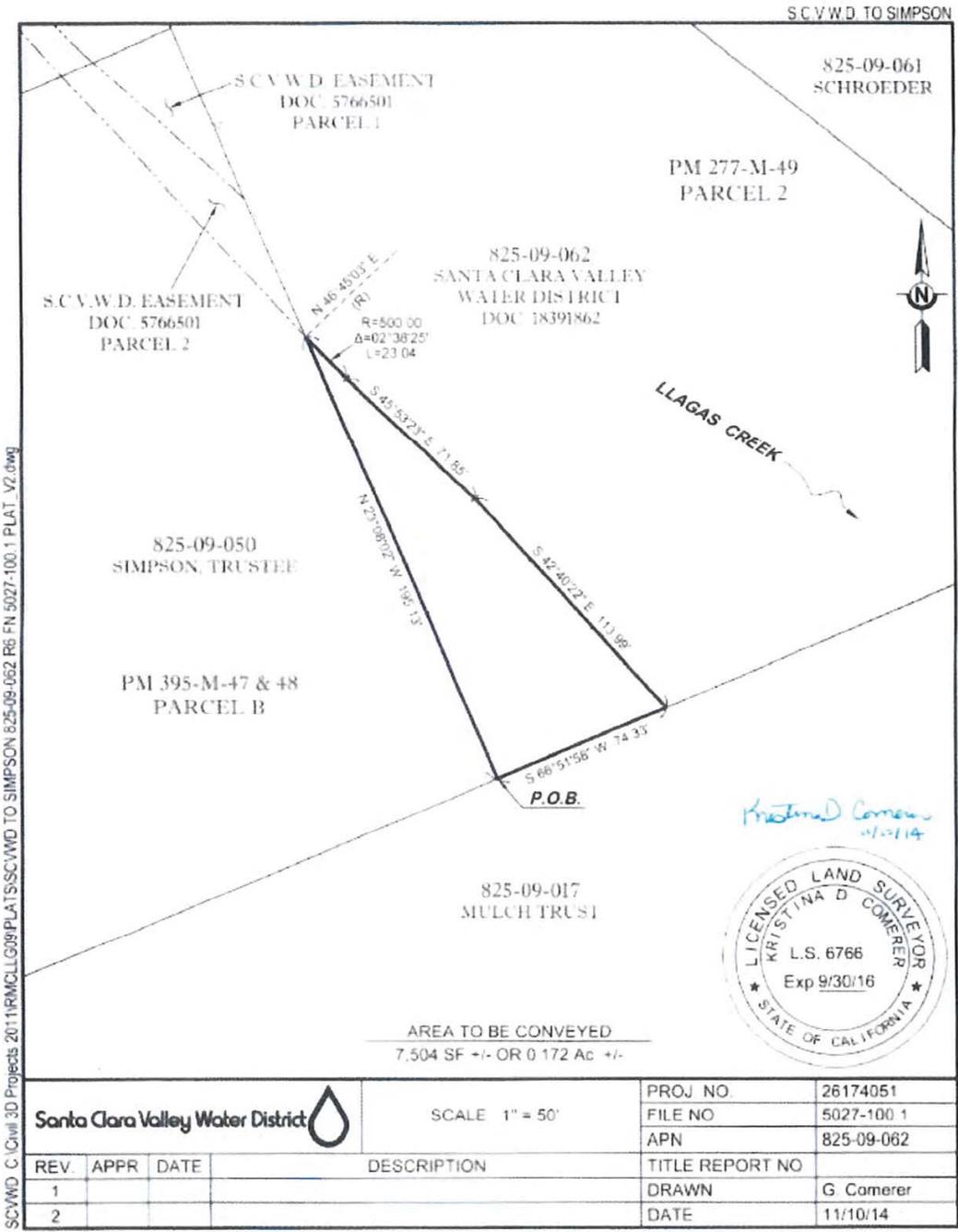
Legal description prepared by Cross Land Surveying, Inc. in September 2014 and is based on boundary resolution by SCVWD and was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Kristina D. Comerer, PLS 6766

Date: November 10, 2014



Exhibit 3



Sheet 1 of 1

Exhibit 3

Exhibit B
Trustee Owners' Property
5027-111
(approximately 3,229 square feet)

SANTA CLARA VALLEY WATER DISTRICT
San Jose, California

By: K. Comerer
Date: 09/01/14

Date Revised:
Revised By: _____
Checked by: _____ Date: _____

PROJECT: UPPER LLAGAS CREEK
PROPERTY: SIMPSON, TRUSTEE

File No.: 5027-111

All of that certain parcel of land situate in the unincorporated area of Santa Clara County, State of California, more particularly described as follows:

Being a portion of the lands described in the Grant Deed from Patrick V. Simpson and Mary A. Simpson, husband and wife as joint tenants to Patrick V. Simpson and Mary Aileen Simpson, Trustees of the Simpson Living Trust dated March 14, 2003, recorded on September 6, 2011 as Document No. 21304098 of Official Records, Santa Clara County records, being a portion of Parcel B as shown on the Parcel Map filed on May 10, 1977 in Book 395 of Parcel Maps, at Pages 47 and 48, said Santa Clara County Records, more particularly described as follows:

BEGINNING at the most northerly corner of said Parcel B; thence along the northeasterly line of said Parcel B, South 23° 08' 02" East, 134.94 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 500.00 feet, from which the radius point bears North 46° 45' 03" East; thence leaving said northeasterly line, northwesterly, along said curve, through a central angle of 00° 36' 37", for an arc length of 5.33 feet; thence North 42° 38' 20" West, 130.47 feet to the beginning of a tangent curve to the right, having a radius of 270.00 feet; thence along said curve, through a central angle of 01° 33' 27", for an arc length of 7.34 feet to a point on the northwesterly line of said Parcel B; thence along said northwesterly line, North 66° 51' 58" East, 47.72 feet to the POINT OF BEGINNING.

Containing 3,229 square feet or 0.074 acre of land, more or less.

END OF DESCRIPTION

Page 1 of 2

Exhibit 3

BASIS OF BEARINGS:

Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3, Epoch 2011.43. Multiply herein described distances by 1.00001657 to obtain ground level distances.

SURVEYOR'S STATEMENT:

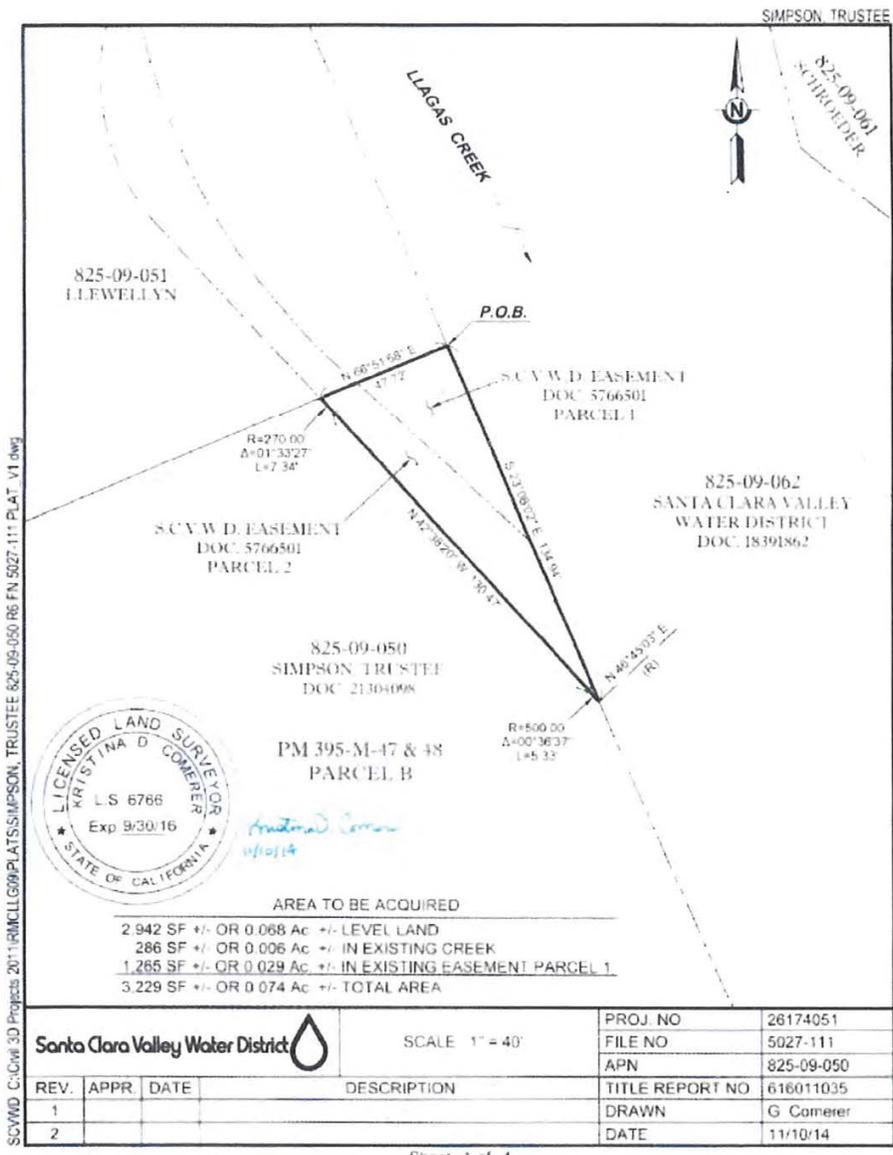
Legal description prepared by Cross Land Surveying, Inc. in September 2014 and is based on boundary resolution by SCVWD and was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act

Kristina D. Comer
Kristina D. Comerer, PLS 6766

Date: November 10, 2014



Exhibit 3



SCVWD C:\Civil 3D Projects\2011\RMCLL\G09\PLATS\SIMPSON TRUSTEE 825-09-050 RB FN 5027-111 PLAT_V1.dwg