

BOARD OF DIRECTORS
SANTA CLARA VALLEY WATER DISTRICT
RESOLUTION NO. 17-

APPROVING THE EXCHANGE OF REAL PROPERTY WITH PREG WESTERN TROPICANA

WHEREAS, Section 31 of the District Act authorizes the Board by majority vote to exchange real property of equal value with any person, firm, or corporation where the real property to be exchanged is not required for District use and the property to be acquired is required for District use;

WHEREAS, PREG Western Tropicana, a California limited partnership (the "Developer"), intends to construct a 166-unit apartment project in two 4-story buildings on a 2.6 acre site adjacent to the District's Permanente Creek box culvert facility located at 1616-1620 West El Camino Real, Mountain View, California;

WHEREAS, recent excavations and site surveys performed by the Developer demonstrate that the Santa Clara Valley Water District's ("District") existing maintenance and flood protection easement is not correctly aligned along and over the box culvert facility;

WHEREAS, the Developer has offered to provide a flood protection easement over certain real property, described and depicted in the Easement Deed attached hereto and incorporated herein as Exhibit 1, to facilitate the correct flood protection easement alignment for the District's box culvert facility;

WHEREAS, in exchange for the correct flood protection easement alignment, the District would quitclaim the existing and incorrect easement, described and depicted in the Quitclaim Deed attached hereto and incorporated herein as Exhibit 2, to the Developer;

WHEREAS, the appraised value of the Developer's easement is \$7,000, and the appraised value of the District's easement is \$7,500;

WHEREAS, the Developer is willing to convey 3,482 square feet (SF) to the District of the correct easement right, and in exchange the District is willing to convey 3,756 SF of the existing and incorrect easement to the Developer;

WHEREAS, the 3,482 SF of new and correct easement will provide the District with complete access to the box culvert facility during routine and emergency maintenance operations or flood protection;

WHEREAS, the 3,756 SF of existing and incorrect easement is no longer necessary for District uses and purposes.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District does hereby find that:

1. The interest in real property to be acquired from the Developer is described in the Easement Deed, attached hereto as "Exhibit 1" and incorporated herein, and is required to achieve the correct easement alignment for District operations and maintenance of its box culvert facility.

2. The interest in real property of the District to be conveyed is described in the Quitclaim Deed, attached hereto as "Exhibit 2" and incorporated herein, and is no longer required for District operations and maintenance purposes due to the incorrect alignment of the easement along and over the District's box culvert facility.
3. The easement rights to be exchanged are of roughly equal value, though the property to be conveyed by the District is of slightly greater value.
4. Since the property to be conveyed by the District is of slightly greater value, the Developer will pay the District \$500, the difference in value between the two easement rights.
5. The proposed exchange of real property is approved and consistent with the requirements of the District Act.
6. The Chair of the Board is authorized to sign this resolution.
7. The Interim Chief Executive Officer (Interim CEO) is hereby authorized to execute the REAL PROPERTY EASEMENT EXCHANGE AGREEMENT WITH PREG WESTERN TROPICANA, attached hereto as "Exhibit 3", between the Developer and the District.
8. The Interim CEO, is hereby authorized to accept the real property described in the Easement Deed attached as "Exhibit 1" from the Developer.
9. The Interim CEO is hereby authorized to execute and deliver the Quitclaim Deed attached as "Exhibit 2" to the Developer.

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District by the following vote on _____, 2017:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

By: _____
JOHN L. VARELA
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: 154-34-031, 154-34-032

DOCUMENT NO.: 1024-170

EASEMENT DEED

PREG WESTERN TROPICANA, a California limited partnership, hereinafter “Grantor,” do(es) hereby grant, convey and dedicate to the **SANTA CLARA VALLEY WATER DISTRICT**, a Special District, created by the California Legislature (District), an easement for water management and/or storm water drainage purposes in, upon, over, and across that certain real property in the City of Mountain View, County of Santa Clara, State of California, described as:

See Exhibit “**A**” and “**B**” attached hereto and made a part hereof.

DOCUMENT NO.: 1024-170

DOCUMENT NO.: 1024-170

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 1”

DOCUMENT NO.: 1024-170

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 "A"

SANTA CLARA VALLEY WATER DISTRICT

5750 Almaden Expressway
San Jose, CA 95118

Original By: BQ
Date: 7/08/2016

Revised By:
Revision Date:

PROJECT: PERMANENTE CREEK
PROPERTY: PREG WESTERN TROPICANA

APN: 154-34-031 & 032
RESU File No.: 1024-170

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MOUNTAIN VIEW, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND SHOWN AS MONTE VISTA PROPERTY INVESTMENTS, LLC ON THAT CERTAIN RECORD OF SURVEY FILED ON JUNE 27, 2013 IN BOOK 862 OF MAPS AT PAGE 29, IN THE OFFICE OF THE RECORDER, SANTA CLARA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID PARCEL;

THENCE ALONG THE GENERAL WESTERLY LINE OF SAID PARCEL, NORTH 23°44'52" WEST, 17.58 FEET TO A POINT ON A LINE WHICH LIES 10.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID PARCEL, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID GENERAL WESTERLY LINE, THE FOLLOWING FOUR (4) COURSES:

- 1.) NORTH 23°44'52" WEST, 23.42 FEET;
- 2.) NORTH 05°26'08" EAST, 102.65 FEET;
- 3.) NORTH 18°44'52" WEST, 57.43 FEET;
- 4.) NORTH 49°30'52" WEST, 55.53 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL, SOUTH 63°51'00" EAST, 35.77 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 47°24'09" EAST, 5.29 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 121.67 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°49'44", AN ARC LENGTH OF 59.10 FEET;

THENCE SOUTH 19°34'25" EAST, 8.27 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 121.67 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°49'53", AN ARC LENGTH OF 8.14 FEET;

EXHIBIT "A"
(continued)

THENCE SOUTH 19°10'27" EAST, 2.52 FEET;

THENCE SOUTH 03°54'46" EAST, 34.74 FEET;

THENCE SOUTH 04°47'22" WEST, 53.41 FEET;

THENCE SOUTH 03°49'10" EAST, 49.54 FEET TO A POINT ON A LINE WHICH LIES 10.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID PARCEL;

THENCE ALONG SAID LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID PARCEL, NORTH 58°25'37" WEST, 17.80 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,483 SQUARE FEET OF LAND, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

BASIS OF BEARING:

BEARINGS AND DISTANCES ARE BASED ON AND IDENTICAL TO THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 862 OF MAPS AT PAGE 29, IN THE OFFICE OF THE RECORDER, SANTA CLARA COUNTY.

SURVEYOR'S STATEMENT:

THE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT.



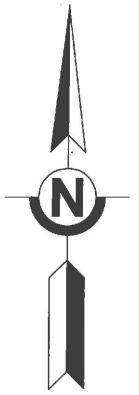
GISELA SILKE JOBST, L9169

08-02-2016
Date



EXHIBIT "B"

HULLMAN
DOC. 14877482
APN 154-34-030



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N23°44'52"W	17.58'
L2	N23°44'52"W	23.42'
L3	S63°51'00"E	35.77'
L4	S47°24'09"E	5.29'
L5	S19°34'25"E	8.27'
L6	S19°10'27"E	2.52'
L7	S03°54'46"E	34.74'
L8	N58°25'37"W	17.80'

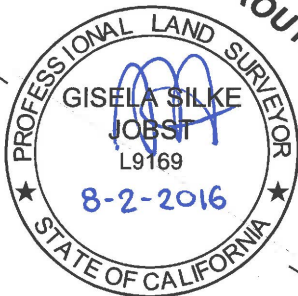
PREG WESTERN TROPICANA
DOC. 21495242
APN 154-35-001

ROS 862 M 29
MONTE VISTA PROPERTY
INVESTMENTS, LLC

PREG WESTERN
TROPICANA
DOC. 22243410
APN 154-34-031 & 32

10' EASEMENT
(BOOK 7552 O.R. 602)

EL CAMINO REAL
STATE ROUTE 82



APN ASSESSOR'S PARCEL NUMBER P.O.B.
POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

Santa Clara Valley Water District

SCALE: 1" = 30'

PROJ. NO.	1024
FILE NO.	170
APN	154-34-031 & 032
TITLE REPORT NO.	NCS-628082-CC
DRAWN	BDQ
DATE	6/13/2016

REV.	BY	DATE	DESCRIPTION
1			
2			

SCWWD S:\REQUESTS\PERMANENTE CREEK\2016_170\170 MAUTOCAD\CURRENT\1024_170 Plat.dwg

“EXHIBIT 2”

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: 154-34-031, 154-34-032

DOCUMENT NO.: 1024-1.3

QUITCLAIM DEED

SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature (District), hereinafter “Grantor,” does hereby release and quitclaim to **PREG WESTERN TROPICANA, a California limited partnership** all that real property in the City of Mountain View, County of Santa Clara, State of California, described as:

See Exhibit “**A**” and “**B**” attached hereto and made a part hereof.

Dated this day of , 20

SANTA CLARA VALLEY WATER DISTRICT

By: _____
Norma J. Camacho
Interim Chief Executive Officer

ATTEST:

By: _____
Michele L. King
Clerk/Board of Directors

EXHIBIT "A"

SANTA CLARA VALLEY WATER DISTRICT

5750 Almaden Expressway

San Jose, CA 95118

Original By: BQ
Date: 7/08/2016

Revised By:
Revision Date:

PROJECT: PERMANENTE CREEK
PROPERTY: PREG WESTERN TROPICANA

APN: 154-34-031 & 032
RESU File No.: 1024-1.3

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MOUNTAIN VIEW, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED ON APRIL 1, 1959 IN BOOK 4370 AT PAGE 7 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER, SANTA CLARA COUNTY, WHICH LIES WITHIN THE LANDS OF PREG WESTERN TROPICANA, SAID LANDS BEING DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AS DOCUMENT NUMBER 22243410 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER, SANTA CLARA COUNTY.

SURVEYOR'S STATEMENT:

THE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT.



GISELA SILKE JOBST, L9169

8-2-2016

Date

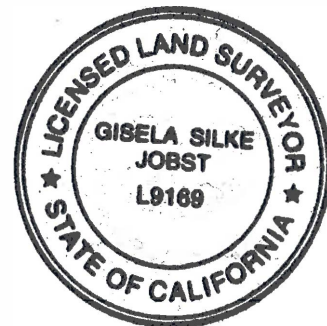
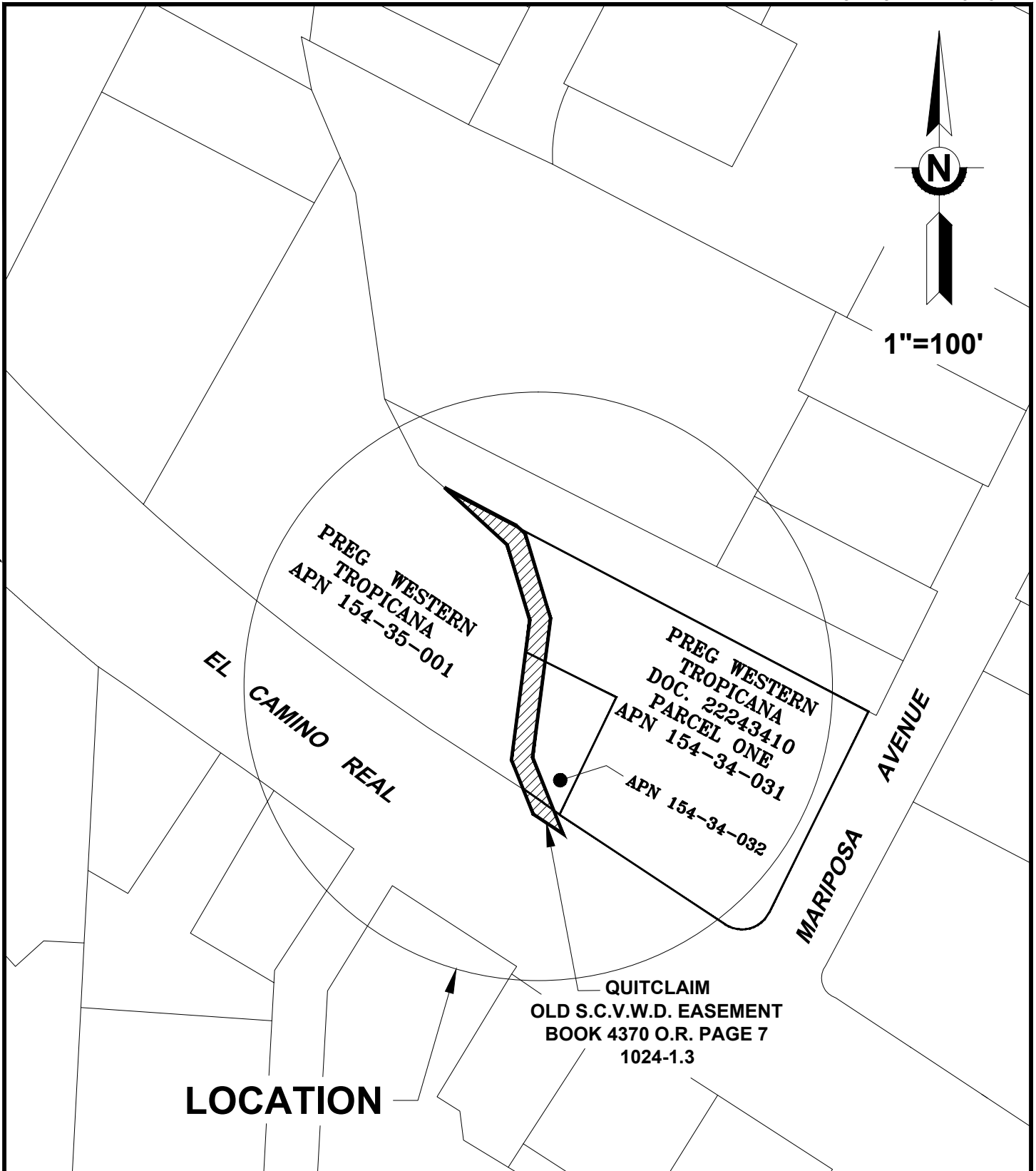



EXHIBIT "B"



LOWER PENINSULA WATERSHED		PERMANENTE CREEK	
Santa Clara Valley Water District 	PREG WESTERN TROPICANA 1616-1620 W EL CAMINO REAL MOUNTAIN VIEW, CA 94040	PROJ.NO.	1024
		FILE NO.	1.3
		APN	154-34-031 & 032
		DRAWN	BDQ
		DATE	08/30/2016

“EXHIBIT 2”

DOCUMENT NO.: 1024-1.3

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.

- | | |
|-------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Trustee(s) |
| <input type="checkbox"/> Corporate Officer(s): _____ | <input type="checkbox"/> Guardian/Conservator |
| <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Attorney-In-Fact: _____ | |

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

EXHIBIT 3**REAL PROPERTY EASEMENT EXCHANGE AGREEMENT
WITH PREG WESTERN TROPICANA**

This REAL PROPERTY EASEMENT 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 PREG Western Tropicana, a California limited partnership (**Developer**) with respect to the following:

RECITALS

- A. District currently possess easement rights to approximately 3,756 square feet on, over, under and upon real property located at 1616-1620 El Camino Real West in the City of Mountain View within Santa Clara County on the eastern portion of Assessor's Parcel Number 154-34-031 and the southern portion of Assessor Parcel Number 154-34-032, described in **Exhibit 1** attached hereto and incorporated herein by reference (**Existing District Easement**).
- B. Developer owns fee title to Assessor Parcel Numbers 154-34-031 & 032, which includes the District's existing easement for the Permanente Creek box culvert, a subsurface drainage facility that bisects the site. While completing their due diligence, Developer determined that the Existing District Easement was not correctly aligned over the facility. Developer has proposed to perfect the Permanente Creek box culvert right of way by dedicating a new easement containing 3,482 square feet identified as District parcel 1024-170 and legally described in **Exhibit 2**, attached hereto and incorporated herein by reference (**New Easement**). For purposes of this Real Property Exchange Agreement, the Existing District Easement and the New Easement may be referred to individually or collectively as the **Easement Exchange**.
- C. District and Developer desire to exchange the Existing District Easement for the New Easement located across the site as shown in **Exhibit 3**.
- D. District is authorized to convey or exchange real property pursuant to Section 31 of the Santa Clara Valley Water District Act - California Water Code, Appendix Chapter 60.

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

AGREEMENT

Mutual Conveyances: District agrees to Quit Claim the Existing District Easement with no monetary payment to Developer, and Developer agrees to dedicate the New Easement with a five hundred dollar (\$500) monetary payment to District on the terms and conditions set forth in this Exchange Agreement. This shall constitute full and final consideration for the exchange.

EXHIBIT 3

1. District Easement. The parties agree the value of the District Easement to be Quit Claimed to Developer, consisting of ingress/egress rights and the ability to maintain the Permanente Creek box culvert is \$7,500 as determined by an appraisal prepared by Carneghi-Nakasako Associates, with an appraisal valuation date of May 9, 2016 ("CNA appraisal") commissioned by District. The parties further agree that the value of the new easement on the Developer's property to be conveyed to District is \$7,000 as determined by an appraisal prepared by Carneghi-Nakasako Associates with a valuation date of May 9, 2016 and commissioned by District.

Easement	District Easement RE File 1024-1.3	PREG Western Tropicana Easement RE File 1024-170
Values	\$7,500	\$7,000

(a) Condition of Title. The Developer shall convey to District the New Easement over, under, upon and across the property free of all other easements, licenses, and other non-monetary encumbrances. Developer shall convey the New Easement to District free of all mortgages, deeds of trust, mechanic liens, and all other monetary liens that materially interfere with the District exercising of its easement rights.

(b) No New Encumbrances. Developer 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 the portion of Developer's property located within the area of the easement to be conveyed to District by record or otherwise except for matters which do not materially interfere with the District's exercise of its easement rights.

2. Real Property Taxes. Real property taxes and assessments, if any, on the Easement Exchange shall be prorated with each party 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 and quitclaim deed to the respective party.

3. Utilization of Easement. Should District determine that the Permanente Creek box culvert needs routine repairs, District shall endeavor to provide prior written notice a minimum of 30 days in advance to Developer. Should repairs be necessary due to an emergency situation or due to urgent unforeseen circumstances the District shall endeavor to notify the owner of the property within 24-hours. No monetary compensation shall be required by the Developer, its successors and assigns, or on-site tenants from the District for exercising the right to enter, excavate and repair the culvert.

4. Representations and Warranties. Each party, on behalf of itself and the Exchange Property it currently owns or has easement rights upon, makes the following representations and warranties:

EXHIBIT 3

(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. District shall indemnify, defend, and hold harmless Developer and its officers, employees and agents from and against any and all claims, liabilities, losses, damages, suits, actions, expenses, and demands of any kind or nature, resulting from or arising out of any breach by the District of their representations, warranties or covenants contained in this agreement, except to the extent such loss or damage is caused by or arises out of a breach by or the negligence or willful misconduct of Developer, its officers, employees or agents.

Developer shall indemnify, defend, and hold harmless District and its officers, employees and agents from and against any and all claims, liabilities, losses, damages, suits, actions, expenses, and demands of any kind or nature, resulting from or arising out of any breach by the Developer of their representations, warranties or covenants contained in this agreement, except to the extent such loss or damage is caused by or arises out of a breach by or the negligence or willful misconduct of District, its officers, employees or agents.

(c) Real Estate Commissions. District is under no obligation or liability to pay any such commission or compensation to any broker or finder arising from, related to, or in connection with this transaction.

(d) Survival of Representations and Warranties. The representations and warranties given by the parties in this Section 4, and all obligations under this Exchange Agreement shall survive the delivery of the grant deeds to each party.

5. Conditions to Effectiveness. This Exchange Agreement shall not be binding or effective against District until the District's governing board has adopted a resolution that approves this Exchange Agreement.

6. Possession. Possession of each Easement Exchange shall be delivered within 10 calendar days after recordation of the grant deed and quitclaim deed.

7. 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 Easement Exchange.

EXHIBIT 3

(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 remaining 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 5 above.

District has executed this agreement as of:

Approval Date: _____

SANTA CLARA VALLEY WATER DISTRICT

**PREG WESTERN TROPICANA
a California Limited Partnership**

By: _____

Norma J. Camacho
Interim Chief Executive Officer

By: SUNSET RIDGE DEVELOPMENT CO.
INC., a California corporation, its general partner

By: _____
Jonathan Moss, Vice President

Dated: _____

Dated: _____

ATTEST:

By: _____

Michele King
Clerk Board of Directors

EXHIBIT "1"

SANTA CLARA VALLEY WATER DISTRICT

5750 Almaden Expressway

San Jose, CA 95118

Original By: BQ
Date: 7/08/2016

Revised By:
Revision Date:

PROJECT: PERMANENTE CREEK
PROPERTY: PREG WESTERN TROPICANA

APN: 154-34-031 & 032
RESU File No.: 1024-1.3

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MOUNTAIN VIEW, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED ON APRIL 1, 1959 IN BOOK 4370 AT PAGE 7 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER, SANTA CLARA COUNTY, WHICH LIES WITHIN THE LANDS OF PREG WESTERN TROPICANA, SAID LANDS BEING DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AS DOCUMENT NUMBER 22243410 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER, SANTA CLARA COUNTY.

SURVEYOR'S STATEMENT:

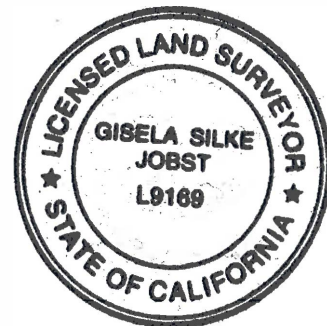
THE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT.



GISELA SILKE JOBST, L9169

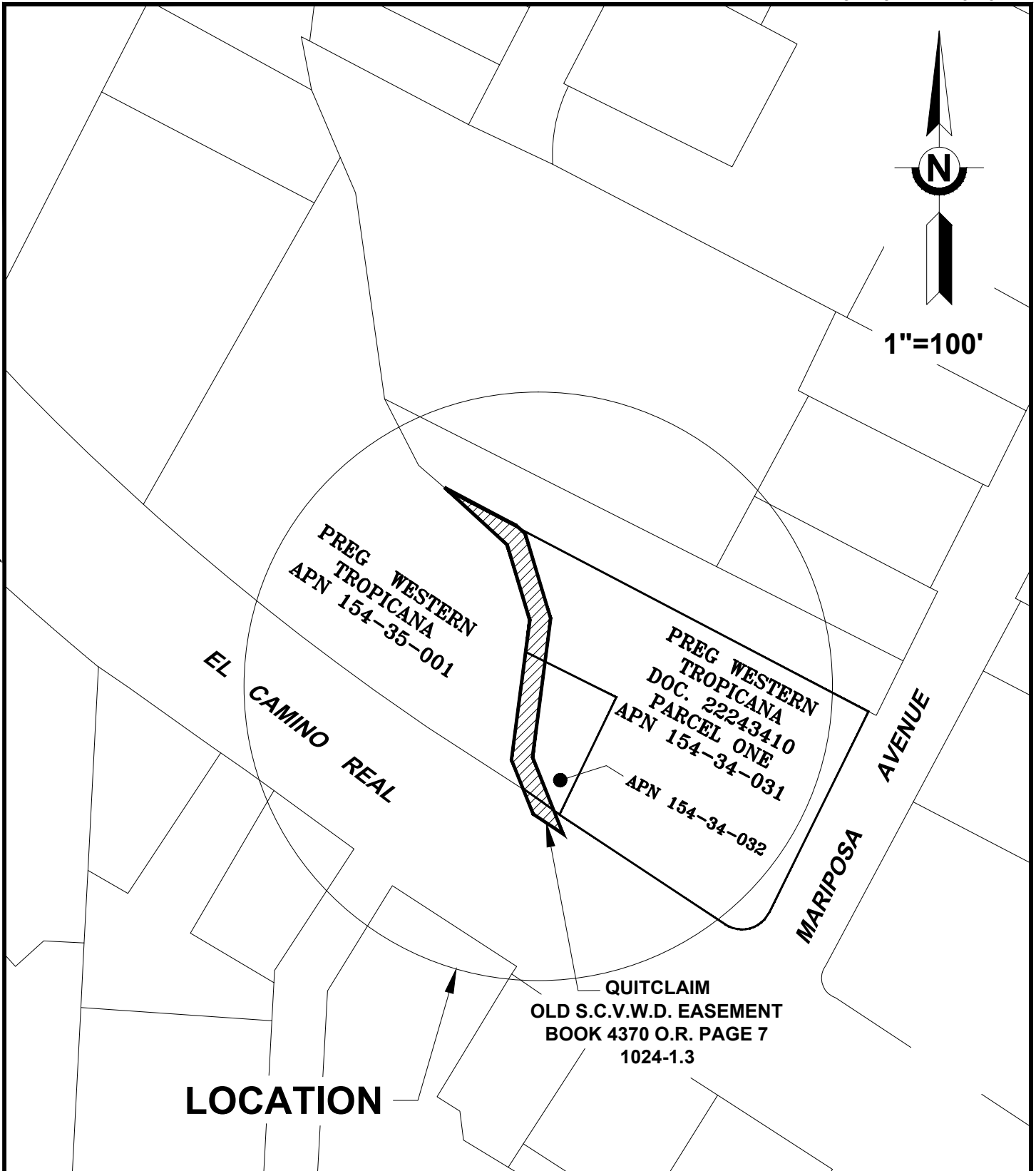
8-2-2016

Date



SHEET 1 OF 2

EXHIBIT "1"



LOCATION


LOWER PENINSULA WATERSHED		PERMANENTE CREEK	
Santa Clara Valley Water District 	PREG WESTERN TROPICANA 1616-1620 W EL CAMINO REAL MOUNTAIN VIEW, CA 94040	PROJ.NO.	1024
		FILE NO.	1.3
		APN	154-34-031 & 032
		DRAWN	BDQ
		DATE	08/30/2016

EXHIBIT “2”

SANTA CLARA VALLEY WATER DISTRICT

5750 Almaden Expressway
San Jose, CA 95118

Original By: BQ
Date: 7/08/2016

Revised By:
Revision Date:

PROJECT: PERMANENTE CREEK
PROPERTY: PREG WESTERN TROPICANA

APN: 154-34-031 & 032
RESU File No.: 1024-170

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MOUNTAIN VIEW, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN PARCEL OF LAND SHOWN AS MONTE VISTA PROPERTY INVESTMENTS, LLC ON THAT CERTAIN RECORD OF SURVEY FILED ON JUNE 27, 2013 IN BOOK 862 OF MAPS AT PAGE 29, IN THE OFFICE OF THE RECORDER, SANTA CLARA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID PARCEL;

THENCE ALONG THE GENERAL WESTERLY LINE OF SAID PARCEL, NORTH 23°44'52" WEST, 17.58 FEET TO A POINT ON A LINE WHICH LIES 10.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID PARCEL, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID GENERAL WESTERLY LINE, THE FOLLOWING FOUR (4) COURSES:

- 1.) NORTH 23°44'52" WEST, 23.42 FEET;
- 2.) NORTH 05°26'08" EAST, 102.65 FEET;
- 3.) NORTH 18°44'52" WEST, 57.43 FEET;
- 4.) NORTH 49°30'52" WEST, 55.53 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL, SOUTH 63°51'00" EAST, 35.77 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 47°24'09" EAST, 5.29 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 121.67 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°49'44", AN ARC LENGTH OF 59.10 FEET;

THENCE SOUTH 19°34'25" EAST, 8.27 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 121.67 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°49'53", AN ARC LENGTH OF 8.14 FEET;

EXHIBIT "2"
(continued)

THENCE SOUTH 19°10'27" EAST, 2.52 FEET;

THENCE SOUTH 03°54'46" EAST, 34.74 FEET;

THENCE SOUTH 04°47'22" WEST, 53.41 FEET;

THENCE SOUTH 03°49'10" EAST, 49.54 FEET TO A POINT ON A LINE WHICH LIES 10.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID PARCEL;

THENCE ALONG SAID LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID PARCEL, NORTH 58°25'37" WEST, 17.80 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,483 SQUARE FEET OF LAND, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

BASIS OF BEARING:

BEARINGS AND DISTANCES ARE BASED ON AND IDENTICAL TO THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 862 OF MAPS AT PAGE 29, IN THE OFFICE OF THE RECORDER, SANTA CLARA COUNTY.

SURVEYOR'S STATEMENT:

THE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT.



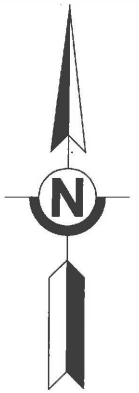
GISELA SILKE JOBST, L9169

08-02-2016
Date



EXHIBIT "2"

HULLMAN
DOC. 14877482
APN 154-34-030



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N23°44'52"W	17.58'
L2	N23°44'52"W	23.42'
L3	S63°51'00"E	35.77'
L4	S47°24'09"E	5.29'
L5	S19°34'25"E	8.27'
L6	S19°10'27"E	2.52'
L7	S03°54'46"E	34.74'
L8	N58°25'37"W	17.80'

PREG WESTERN TROPICANA
DOC. 21495242
APN 154-35-001

ROS 862 M 29
MONTE VISTA PROPERTY
INVESTMENTS, LLC

PREG WESTERN
TROPICANA
DOC. 22243410
APN 154-34-031 & 32



EL CAMINO REAL
STATE ROUTE 82

APN ASSESSOR'S PARCEL NUMBER P.O.B.
POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

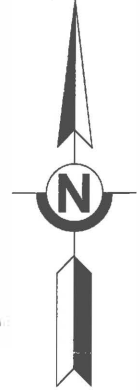
Santa Clara Valley Water District

SCALE: 1" = 30'

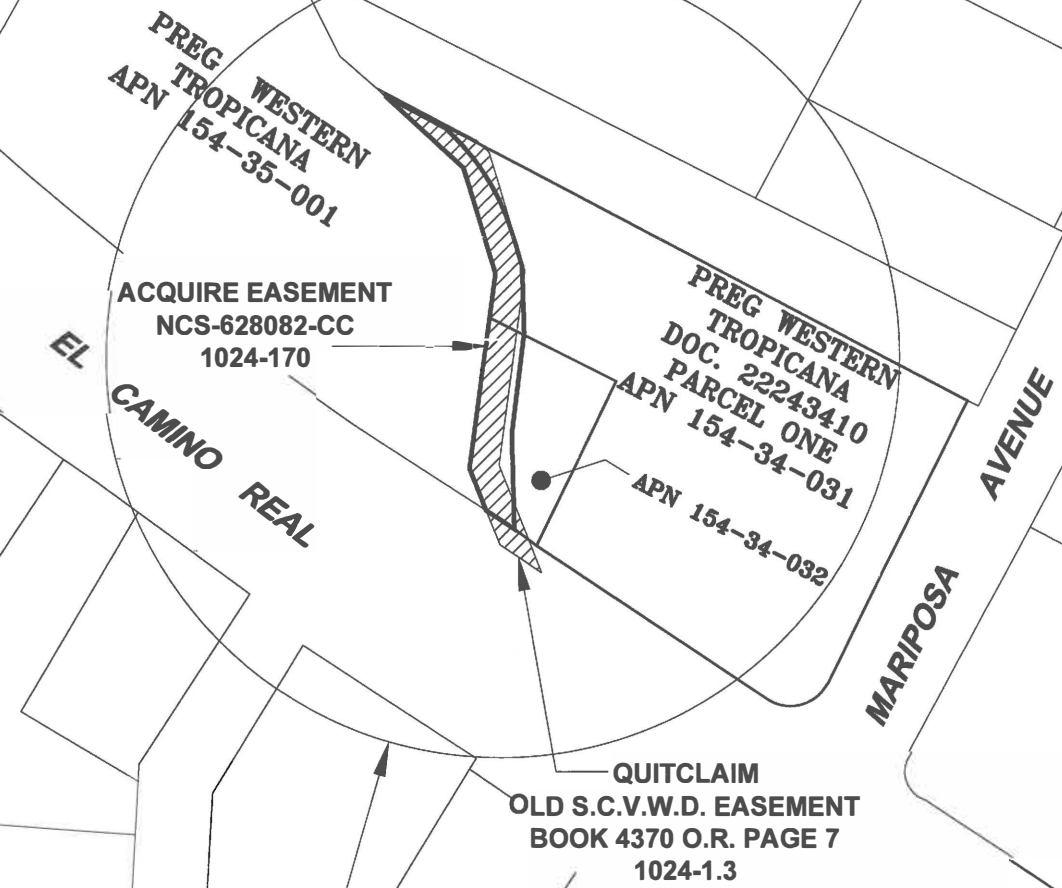
PROJ. NO.	1024
FILE NO.	170
APN	154-34-031 & 032
TITLE REPORT NO.	NCS-628082-CC
DRAWN	BDQ
DATE	6/13/2016

REV.	BY	DATE	DESCRIPTION
1			
2			

EXHIBIT "3"



1"=100'



LOCATION

LOWER PENINSULA WATERSHED



PREG WESTERN TROPICANA
1616-1620 W EL CAMINO REAL
MOUNTAIN VIEW, CA 94040

PRO JNO.	1024
FILE NO.	170, 1. 3
APN	154-34-031 & 032
DRAWN	BDQ
DATE	07/20/16

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