Watershed: Uvas/Llagas Project: Upper Llagas Creek Real Estate File No.: 5010-284, 5010-114.1

BOARD OF DIRECTORS SANTA CLARA VALLEY WATER DISTRICT

RESOLUTION NO. 17-

ACQUISITION OF A GRANT DEED FROM AND CONVEYANCE OF A QUITCLAIM DEED TO AMY LAWRENCE 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 Amy Lawrence, an unmarried woman, (hereafter "Lawrence") valued at \$12,300 (rounded); and

WHEREAS, Lawrence desires real property from the District valued at \$100.00; and

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

WHEREAS, Lawrence has offered to exchange the real property interest described in the attached Grant Deed 5010-284 (Exhibit 1) to the District in exchange for the District conveyance of the real property interest described in the attached Quitclaim Deed 5010-114.1 (Exhibit 2) and \$12,200.00; and

WHEREAS, the proposed exchange of real property interests is set forth in the Real Property Exchange Agreement for Real Estate File Nos. 5010-284 and 5010-114.1 (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 5010-114.1 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 5010-114.1 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.

Acquisition of a Grant Deed From and Conveyance of a Quitclaim Deed to Amy Lawrence for the Upper Llagas Creek Flood Protection Project, Project No. 26174051 (Morgan Hill) Resolution No. 17-

- 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 5010-284.
- 6. The Interim CEO is authorized to execute and deliver the Quitclaim Deed 5010-114.1.
- 7. All exhibits referenced in this resolution are made a part hereof.

PASSED AND ADOPTED by the Board of Directors of Santa Clara Valley Water District by the following vote on May 9, 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

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: 825-37-021

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

Name, Title

DOCUMENT NO.: 5010-284

GRANT DEED

Amy Lawrence, an unmarried woman, 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 24 day of October, 20,16

any famence

Page 1 of 3

DOCUMENT NO.: 5010-284

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 October 24 th 2014 before me, Flor Flick Ruz Milary Public. (insert name and tille of the officer) personally appeared <u>August Councel</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is here subscribed to the within instrument and acknowledged to me that be(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 hard and official seal. Signature (Seal)		

Page 2 of 3

DOCUMENT NO.: 5010-284

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 9 th 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:	

.

Page 3 of 3

EXHIBIT A

SANTA CLARA VALLEY WATER DISTRICT San Jose, California

By: K. Comerer Date: 07/06/15

Date Revised: Revised By: Checked by:

Date:_____

PROJECT: UPPER LLAGAS CREEK PROPERTY: LAWRENCE

File No.: 5010-284

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 that certain parcel as described in the Grant Deed from Rosendo Rodriguez and Maria E. Carranza, husband and wife, as community property with right of survivorship to Amy Lawrence, an unmarried woman, recorded on May 10, 2011 as Document No. 21171108 of Official Records, Santa Clara County records, being a portion of Lot 49, as shown on that certain map entitled "San Martin Ranch Map No. 2" filed in Book "G" of Maps, at pages 38 and 39, said Santa Clara County Records, more particularly described as follows:

BEGINNING at the most southerly corner of that certain parcel as described in the Grant Deed Individual from Frederick Gordon Wight and Pauline Teresa Wight, his wife to Santa Clara County Flood Control and Water Conservation District (now the Santa Clara Valley Water District) recorded on December 2, 1958 as Document No. 1550511, said Santa Clara County records; thence along the southeasterly line of said Lawrence parcel, South 66° 51' 58" West, 0.17 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 250.00 feet, from which the radius point bears North 50° 23' 43" East; thence leaving said southeasterly line, northwesterly, along said curve, through a central angle of 08° 31' 35", for an arc length of 37.20 feet; thence North 34° 35' 57" West, 12.28 feet; thence North 41° 38' 26" West, 12.28 feet to a point on the northwesterly line of said Lawrence parcel; thence along said northwesterly line, North 66° 51' 58" East, 13.45 feet to the most westerly corner of said Santa Clara County Flood Control and Water Conservation District parcel; thence leaving said northwesterly line, along the southwesterly line of said Santa Clara County Flood Control and Water Conservation District parcel; thence leaving said northwesterly line, along the southwesterly line of said Santa Clara County flood Control and Water Conservation District parcel; thence leaving said northwesterly line, along the southwesterly line of said Santa Clara County flood Control and Water Conservation District parcel; become said northwesterly line, along the southwesterly line of said Santa Clara County flood Control and Water Conservation District parcel South 24° 00' 54" East, 60.02 feet to the POINT OF BEGINNING.

Containing 394 square feet or 0.009 acre of land, more or less.

END OF DESCRIPTION

Page 1 of 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:

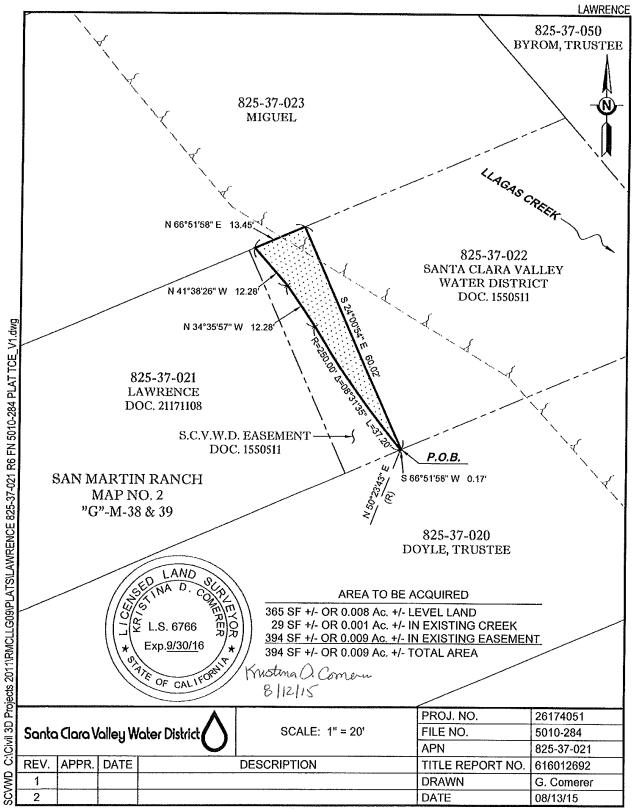
Legal description prepared by Cross Land Surveying, Inc. in July 2015 and is based on boundary resolution by SCVWD and was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

Kristina D. Comerce, PLS 6766

Date: Aug. 12.2015



Page 2 of 2



Sheet 1 of 1

Attachment 2 Page 8 of 25

AFTER RECORDING RETURN TO AND MAIL TAX STATEMENTS TO:

AMY LAWRENCE 13140 LLAGAS AVENUE SAN MARTIN, CA 95046

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 825-37-021

DOCUMENT NO.: 5010-114.1

QUITCLAIM DEED

SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature (District), hereinafter "Grantor," does hereby release and quitclaim to **AMY LAWRENCE**, an unmarried woman, all that real property in the County of Santa Clara, State of California, described as:

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

Dated this

day of

, 20

SANTA CLARA VALLEY WATER DISTRICT

By:

Norma J Camacho, Interim Chief Executive Officer

Attest: Michele L. King, CMC

Ву: ____

Clerk/Board of Directors

DOCUMENT NO.: 5010-114.1

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 __________

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 Ent	tity(ies)

Exhibit 2 EXHIBIT - A

SANTA CLARA VALLEY WATER DISTRICT San Jose, California

By: K. Comerer Date: 07/06/15

Date Revised: Revised By: Checked by:

Date:

PROJECT: UPPER LLAGAS CREEK PROPERTY: SCVWD TO LAWRENCE

File No.: 5010-114.1

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 that certain 15 feet wide easement for Flood Control and/or Storm Drainage purposes as described in the Grant Deed Individual from Frederick Gordon Wight and Pauline Teresa Wight, his wife to Santa Clara County Flood Control and Water Conservation District (now the Santa Clara Valley Water District) recorded on December 2, 1958 as Document No. 1550511, said Santa Clara County records, being a portion of Lot 49, as shown on that certain map entitled "San Martin Ranch Map No. 2" filed in Book "G" of Maps, at pages 38 and 39, said Santa Clara County records, more particularly described as follows:

BEGINNING at the most easterly corner of said 15 feet wide strip; thence along the southeasterly line of said 15 feet wide strip, South 66° 51' 58" West, 0.17 feet to the TRUE POINT OF BEGINNING; thence continuing along said southeasterly line and the southwesterly and northwesterly lines of said 15 feet wide strip the following three (3) courses: 1) South 66° 51' 58" West, 14.83 feet, 2) North 24° 00' 54" West, 60.02 feet and 3) North 66° 51' 58" East, 1.56 feet; thence leaving said northwesterly line, South 41° 38' 26" East, 12.28 feet; thence South 34° 35' 57" East, 12.28 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 250.00 feet, from which the radius point bears North 58° 55' 18" East; thence southeasterly, along said curve, through a central angle of 08° 31' 35", for an arc length of 37.20 feet to the TRUE POINT OF BEGINNING.

Containing 506 square feet or 0.012 acre of land, more or less.

END OF DESCRIPTION

Page 1 of 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:

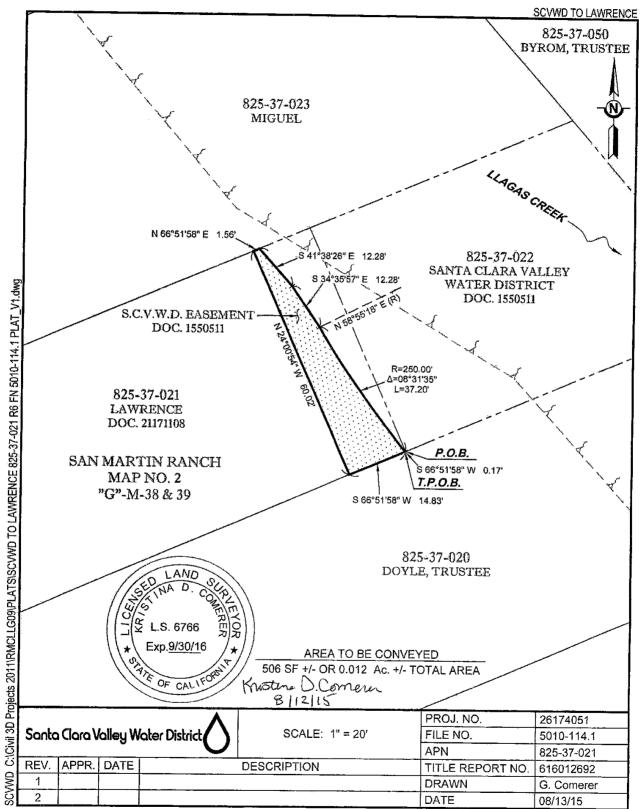
Legal description prepared by Cross Land Surveying, Inc. in July 2015 and is based on boundary resolution by SCVWD and was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

Kristina D. Comerer, PLS 6766

Date: Aug. 12,2015







Sheet 1 of 1

Attachment 2 Page 13 of 25

District Real Estate File Nos.: 5010-284 and 5010-114.1

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 Amy Lawrence, an unmarried woman (Owner) with respect to the following:

RECITALS

- A. District owns permanent easement rights to approximately 506 square feet (sf) of real property located in an unincorporated area of Santa Clara County at 13140 Murphy Avenue, San Martin, CA in the eastern most portion of Assessor's Parcel Number 825-37-021, identified as District Parcel 5010-114.1, and legally described in Exhibit A, attached hereto and incorporated herein by reference (District Property).
- B. Owner owns fee tille to approximately 394 square feet (sf) of real property located in an unincorporated area of Santa Clara County at 13140 Murphy Avenue, San Martin, CA adjoining the District Property, identified as District Parcel 5010-284, being a portion of Assessor's Parcel Number 825-37-021 and legally described in Exhibit B, attached hereto and incorporated herein by reference (Owners' Property). For purposes of this Exchange Agreement, the District Property and the Owners' Property may be referred to individually as the (Exchange Property) or collectively as the (Exchange Properties).
- C. District and Owner desire to exchange District Property for 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 to Section 31 of 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 Owner agree to the exchange of properties on the terms and conditions set forth below:

AGREEMENT

<u>Mutual Conveyances:</u> District agrees to convey the District Property to Owner and Owner agrees to convey the 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. <u>District Property</u>: The parties agree that the value of the District Property, consisting of an easement over, upon, under and across the Owners' Property to be conveyed to Owner is \$100,00.

(a) <u>Condition of Title</u>. District shall convey to Owner the easement over, under, upon and across the Owners' Property free of all easements and other non-monetary encumbrances.

(b) <u>No New Liens</u>. 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 the portion of Districts' Property located within the area of the easement to be convayed to Owner by record or otherwise except for matters which do not materially interfere with the Owner's exercise of its easement rights.

2. <u>Owners' Property</u>. The parties agree that the value of the Owners' Property, consisting of land and improvements to be conveyed to the District is \$12,300.00 (rounded), consisting of \$949.00 for land, \$10,000.00 for sycamore site improvements, and \$1,350.00, for cost to cure damages.

(a) <u>No Monetary Liens</u>. Owner shall convey to District fee tille to the Owners' Property free of all mortgages, deeds of trust, mechanics' liens, and all other monetary liens.

(b) <u>No New Liens</u>. Owner 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 Owners' Property by record or otherwise except for matters which do not materially interfere with the use and occupancy of the Owners' Property or affect the value of the Owners' Property.

3. Delivery and Recording of Grant Deed, Easement, 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, CA 95110, Escrow Number 0616012692-RR, Escrow Officer Randy Romriell (Escrow Holder), executed Grant of Easement Deed or Quitclaim Deed 5010-114.1 for District Property and Owner shall likewise deliver to the office of the Escrow Holder, Escrow Number 0616012692-RR, a Grant Deed executed by Owner for 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 deed and easement deed/quitclaim deed 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 tiens.

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.

4. <u>Removal of Personal Property</u>. Within 30 calendar days of the effective date of this Exchange Agreement, District and Owner 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. . District shall install a six foot high chain link black vinyl coated fence which includes the top rail, all within District right of way and immediately adjacent to the new property boundary line at no expense to the Owner in accordance with the construction of the Project.

5. <u>Representations and Warranties</u>. Each party, on behalf of itself and the Exchange Property it currently owns, makes the following representations and warranties:

(a) <u>Authority</u>. 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) <u>Indemnification</u>. District shall indemnify, defend, and hold harmless Owner and its officers, employees and agents against any and all claims, liabilities, losses, damages, suits, actions, expenses, and demands of any kind or nature, resulting from or arising out of (i) District's negligent acts, omissions, or willful misconduct, or (ii) resulting from 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 Owner, its officers, employees or agents.

Attachment 2 Page 15 of 25

Owner shall indemnify, defend, and hold harmless District and its officers, employees and agents against any and all claims, liabilities, losses, damages, suits, actions, expenses, and demands of any kind or nature, resulting from or arising out of (i) Owners' negligent acts, omissions, or willful misconduct, or (ii) resulting from any breach by the Owners 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) <u>Real Estate Commissions</u>. 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) <u>Survival of Warranties and Obligations</u>. The representations and warranties given by the parties in this Section 5, and all obligations under this Exchange Agreement shall survive the delivery of the grant deeds to each party.

6. <u>Conditions to Effectiveness.</u> 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.

7. <u>Possession</u>. Possession of each Exchange Property shall be delivered within 10 calendar days after recordation of the grant deed and easement deed/quitclaim deed.

8. <u>General Provisions.</u>

(a) <u>Counterparts</u>. 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) <u>Entire Exchange Agreement</u>. 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) <u>Further Assurances</u>. 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) <u>Governing Law/Venue</u>. 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) <u>Modification Waiver</u>. 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) <u>Severability</u>. 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) <u>Successors</u>. 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) <u>Effective Date</u>. 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 6 above.

Attachment 2 Page 16 of 25

District has executed this Agreement as of:

Santa Clara Valley Water District

By: ______ Norma J. Camacho Interim Chief Executive Officer

ATTEST;

By: ______ Michele King Clerk/Board of Directors

APPROVED AS TO FORM:

By: _____ Assistant District Counsel

Recommended for Approval:

By:

Real Estate Agent

By: ______ Real Estate Services Unit Manager

...

Approval Date

mar reneo my Lawrence

<u>Exhibit A</u>

District Property 5010-114.1 (approximately 506 square feet)

> Attachment 2 Page 18 of 25

SANTA CLARA VALLEY WATER DISTRICT San Jose, California

By: K. Comerer Date: 07/06/15

Date Revised; Revised By; Checked by;

Date:

PROJECT: UPPER LLAGAS CREEK PROPERTY: SCVWD TO LAWRENCE

File No.: 5010-114,1

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 that certain 15 feet wide easement for Flood Control and/or Storm Drainage purposes as described in the Gram Deed Individual from Frederick Gordon Wight and Paulme Teresa Wight, his wife to Santa Clara County Flood Control and Water Conservation District (now the Santa Clara Valley Water District) recorded on December 2, 1958 as Document No. 1550511, said Santa Clara County records, being a portion of Lot 49, as shown on that certain map entitled "San Martin Ranch Map No. 2" filed in Book "G" of Maps, at pages 38 and 39, said Santa Clara County records, more particularly described as follows:

BEGINNING at the most easterly corner of said 15 feet wide strip; thence along the southeasterly line of said 15 feet wide strip, South 66° 51' 58" West, 0.17 feet to the TRUE POINT OF BEGINNING; thence continuing along said southeasterly line and the southwesterly and northwesterly lines of said 15 feet wide strip the following three (3) courses: 1) South 66° 51' 58" West, 14.83 feet, 2) North 24° 00' 54" West, 60.02 feet and 3) North 66° 51' 58" East, 1.56 feet; thence leaving said northwesterly line, South 41° 38' 26" East, 12.28 feet; thence South 34° 35' 57" East, 12.28 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 250.00 feet, from which the radius point bears North 58° 55' 18" East; thence southeasterly, along said curve, through a central angle of 08° 31' 35", for an are length of 37.20 feet to the TRUE POINT OF BEGINNING.

Containing 506 square feet or 0.012 acre of land, more or tess.

END OF DESCRIPTION

Attachment 2 Page 19 of 25

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:

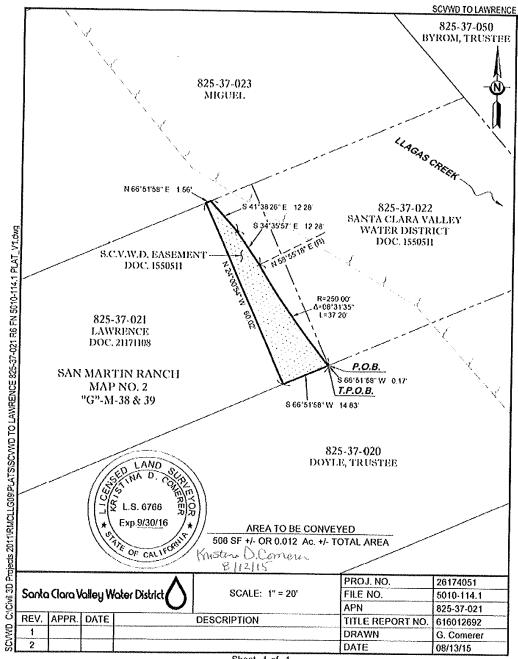
Legal description prepared by Cross Land Surveying, Inc. in July 2015 and is based on boundary resolution by SCVWD and was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

Kristina D. Comerco, PLS 6766

Date: Aug. 12, 2015



Attachment 2 Page 20 of 25



Sheet 1 of 1

<u>Exhibit B</u>

Owners' Property 5010-284 (approximately 394 square feet)

> Attachment 2 Page 22 of 25

SANTA CLARA VALLEY WATER DISTRICT San Jose, California

By: K. Comerer Date: 07/06/15

Date Revised: Revised By: Checked by:

Date:

PROJECT: UPPER LLAGAS CREEK PROPERTY: LAWRENCE

File No.: 5010-284

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

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Containing 394 square feet or 0.009 acre of land, more or less.

END OF DESCRIPTION

Attachment 2 Page 23 of 25

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SURVEYOR'S STATEMENT:

Legal description prepared by Cross Land Surveying, Inc. in July 2015 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.

Kustma D. Comerca Kristina D. Comercr, PLS 6766

Date: <u>Aug. 12.2015</u>



