

Watershed: Uvas/Llagas
Project: Upper Llagas
Creek
Real Estate File No.: 5037-54, 5037-10.1

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

RESOLUTION NO. 17-

**ACQUISITION OF A GRANT DEED FROM AND CONVEYANCE OF
A QUITCLAIM DEED TO THE REIF FAMILY TRUST AND REIF LIVING TRUST
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 Leona M. Reif, as Trustee of the Reif Family Trust dated September 2, 1997, and Leona Reif, as Trustee of the Reif Living Trust dated July 25, 1988 (hereafter the "Reif Trusts"), described and depicted in the attached Grant Deed 5037-54 (Exhibit 1) valued at \$4,900.00 (rounded); and

WHEREAS, the Reif Trusts desires real property from the District, described and depicted in the attached Quitclaim Deed 5037-10.1 (Exhibit 2), valued at \$100.00; and

WHEREAS, Section 31 of the District Act (Cal. Water Code App. §60-31) allows the Board to reconvey real property to the former owner by whom the property was conveyed, or from whom the property was condemned by the district, or the owner's successor in interest for fair market value; and

WHEREAS, in 1970, the District secured easement rights identified in Exhibit 2 from Herman M. Reif and Leona M. Reif (collectively, the "former owner"); and

WHEREAS, the former owner transferred the fee title property interests underlying the easement rights to the Reif Trusts referenced above; and

WHEREAS, the Reif Trusts have offered to exchange the real property interest described in the attached Grant Deed 5037-54 (Exhibit 1) to the District in exchange for the District conveyance of the real property interest described in the attached Quitclaim Deed 5037-10.1 (Exhibit 2) and \$4,800.00; and

WHEREAS, the proposed exchange of real property interests is set forth in the Real Property Exchange Agreement for Real Estate File Nos. 5037-54 & 5037-10.1 (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.

ACQUISITION OF A GRANT DEED FROM AND CONVEYANCE OF A QUITCLAIM GRANT
DEED TO LEONA M. REIF FOR THE UPPER LLAGAS CREEK FLOOD PROTECTION
PROJECT, PROJECT NO. 26174051 (MORGAN HILL)

Resolution No. 17-

2. The District real property described in the Quitclaim Deed 5037-10.1 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. Pursuant to Cal. Water Code App. §60-31, the Board will reconvey real property interests described and depicted in Exhibit 2 to the Reif Trusts, the former owner's successors in interest for fair market value.
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 5037-54.
6. The Interim CEO is authorized to execute and deliver the Quitclaim Deed 5037-10.1.
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

Exhibit 1

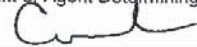
RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

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(s): 825-12-017, 825-12-019

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



Name, Title

Carlos Herrera, Associate RE Agent

DOCUMENT NO.: 5037-54

GRANT DEED

Leona M. Reif, as Trustee of the Reif Family Trust dated September 2, 1997, and Leona Reif, as Trustee of the Reif Living Trust dated July 25, 1988, hereinafter "Grantors," do 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 February 2016

The Reif Family Trust dated September 2, 1997

By: 
Leona M. Reif, as Trustee

The Reif Living Trust dated July 25, 1988

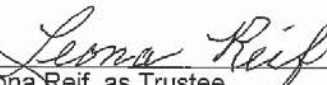
By: 
Leona Reif, as Trustee

Exhibit 1

DOCUMENT NO.: 5037-54

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 Feb 24th, 2016 before me, BALJINDER SANDHU ^(NOTARY PUBLIC)
(insert name and title of the officer)

personally appeared LEONA M. REIF
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 Baljinder Sandhu (Seal)

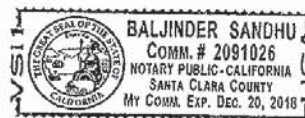


Exhibit 1

DOCUMENT NO.: 5037-54

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: 09/14/14

Date Revised: 10/15/15
Revised By: K. Comerer

Checked by: _____

Date: _____

PROJECT: UPPER LLAGAS CREEK
PROPERTY: REIF, TRUSTEE

File No.: 5037-54

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 Correctory Deed from Leona M. Reif, as Trustee of the Reif Living Trust, dated July 25, 1988, Trust "B" to Leona M. Reif, as trustee of the Reif Family Trust dated September 2, 1997, recorded on May 2, 2000 as Document No. 15233143 of Official Records, Santa Clara County records, being a portion of Subdivision No. 1 of Lot 145-A, as shown on the map entitled "San Martin Ranch Map No. 3" filed on June 8, 1893, in Book "G" of Maps at Page 69, said Santa Clara County records, more particularly described as follows:

Parcel 1: (Fee)

BEGINNING at the most southerly corner of that certain parcel of land as described in the Grant Deed from Herman M. Reif and Leona M. Reif, his wife to the Santa Clara County Flood Control and Water District (now the Santa Clara Valley Water District), recorded on October 21, 1969 as Document No. 3703376 of Official Records, said Santa Clara County records; thence along the southeasterly line of said Reif parcel, South 66° 51' 57" West, 5.39 feet; thence leaving said southeasterly line, North 26° 18' 06" West, 11.05 feet; thence North 07° 37' 47" East, 11.73 feet to a point on the southwesterly line of said Santa Clara County Flood Control and Water District parcel (now the Santa Clara Valley Water District); thence along said southwesterly line, South 23° 08' 03" East, 21.12 feet to the POINT OF BEGINNING.

Containing 93 square feet or 0.002 acre of land, more or less.

Parcel 2: (Fee)

BEGINNING at the most southerly corner of that certain parcel of land as described in the Grant Deed from Herman M. Reif and Leona M. Reif, his wife to the Santa Clara County Flood Control and Water District (now the Santa Clara Valley Water District), recorded on October 21, 1969 as Document No. 3703376 of Official Records, said Santa Clara County records; thence along the southwesterly line of said Santa Clara County Flood Control and Water District parcel, North 23° 08' 03" West, 72.77 feet to the TRUE POINT OF BEGINNING, said point being the beginning of a non-tangent curve, concave southwesterly, having a radius of 99.87 feet, from which the radius point bears South 66° 52' 57" West; thence leaving said southwesterly line, northwesterly, along said curve, through a central angle of 24° 23' 42", for an arc length of 42.52 feet to the beginning of a reverse curve, having a radius of 117.92 feet;

Exhibit 1

EXHIBIT A

thence along said curve, through a central angle of $48^{\circ} 46' 24''$, for an arc length of 100.38 feet to the beginning of a reverse curve, having a radius of 99.87 feet; thence along said curve, through a central angle of $23^{\circ} 05' 04''$, for an arc length of 40.24 feet to a point on the southwesterly line of said Santa Clara County Flood Control and Water District parcel; thence along said southwesterly line, South $23^{\circ} 08' 03''$ East, 177.59 feet to the TRUE POINT OF BEGINNING.

Containing 1,795 square feet or 0.041 acre of land, more or less.

Parcel 3: (Fee)

Being a portion of the lands described in the Easement Deed, from Herman M. Reif and Leona M. Reif, his wife to the Santa Clara County Flood Control and Water District (now the Santa Clara Valley Water District), recorded on March 24, 1970 as Document No. 3781398 of Official Records, said Santa Clara County records, more particularly described as follows:

BEGINNING at the northeasterly corner of said lands as described in said Easement Deed, thence along the northeasterly line of said lands the following two courses: 1) South $23^{\circ} 08' 03''$ East, 170.21 feet to the beginning of a tangent curve to the left, having a radius of 875.14 feet, and 2) along said curve, through a central angle of $03^{\circ} 19' 07''$, for an arc length of 50.69 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 101.03 feet, from which the radius point bears South $63^{\circ} 10' 32''$ West; thence leaving said northeasterly line, northwesterly, along said curve, through a central angle of $23^{\circ} 09' 52''$, for an arc length of 40.85 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 100.00 feet, from which the radius point bears North $40^{\circ} 00' 30''$ East; thence northwesterly, along said curve, through a central angle of $26^{\circ} 51' 28''$, for an arc length of 46.88 feet; thence North $23^{\circ} 08' 03''$ West, 49.31 feet to the beginning of a tangent curve to the right, having a radius of 100.00 feet; thence along said curve, through a central angle of $25^{\circ} 51' 47''$, for an arc length of 45.14 feet to the beginning of a non-tangent curve, concave westerly, having a radius of 99.49 feet, from which the radius point bears North $87^{\circ} 14' 15''$ West; thence northerly, along said curve, through a central angle of $25^{\circ} 59' 43''$, for an arc length of 45.14 feet to the POINT OF BEGINNING.

Containing 2,724 square feet or 0.063 acre of land, more or less.

END OF DESCRIPTION

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. Comer, PLS 6766

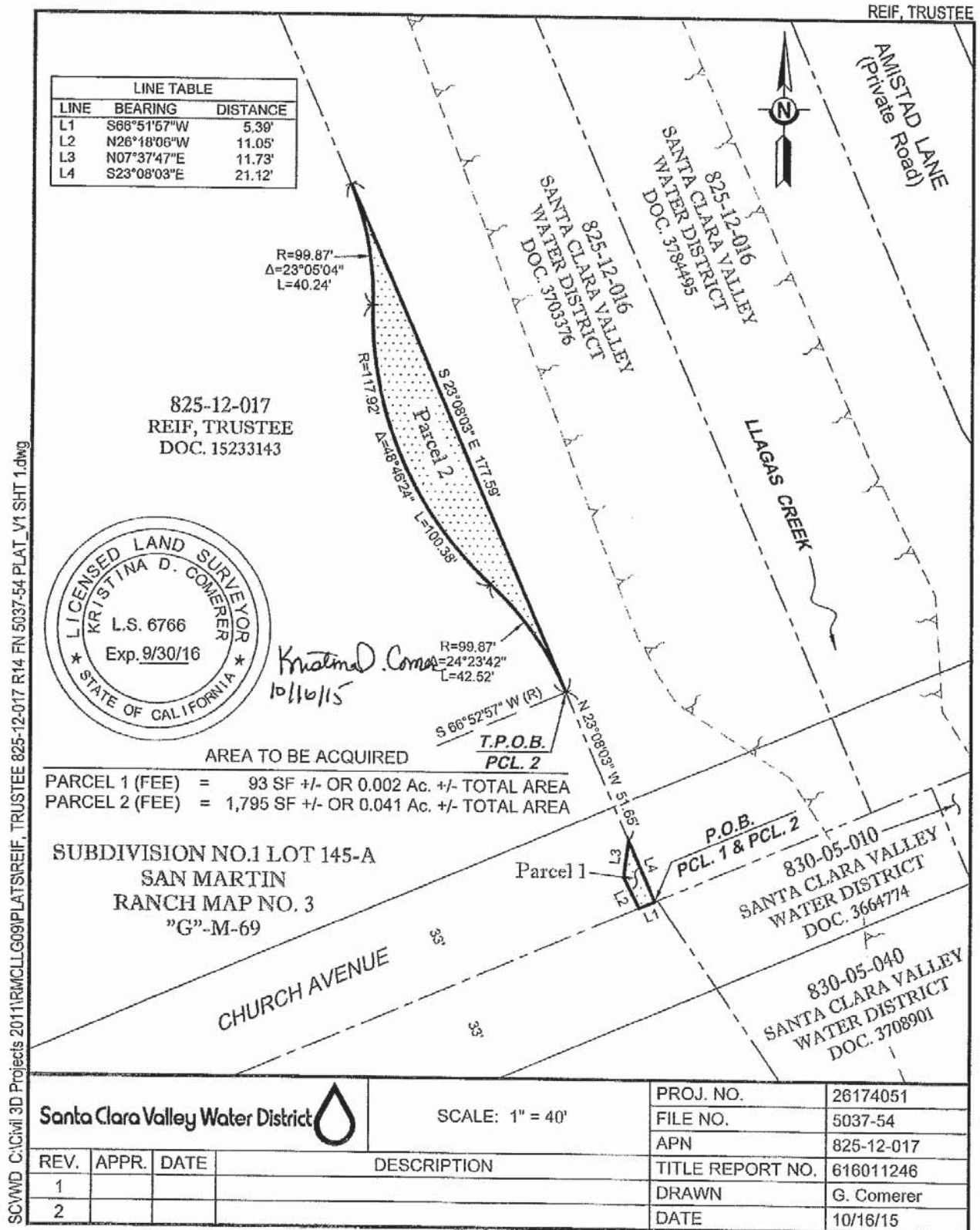
Date: October 16, 2015

Page 2 of 2



Exhibit 1

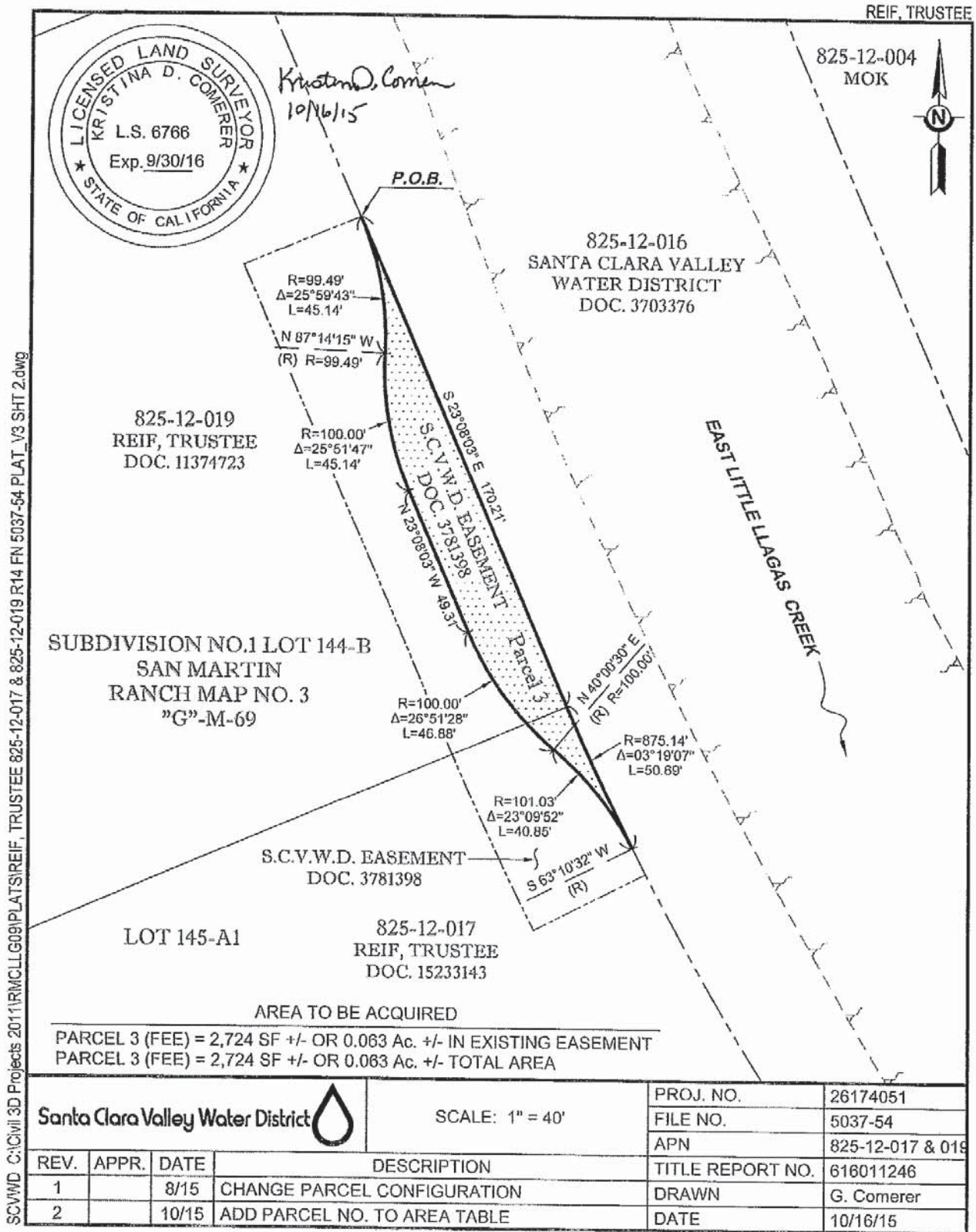
EXHIBIT A



Sheet 1 of 2

Exhibit 1

EXHIBIT A



Sheet 2 of 2

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: 825-12-017, 825-17-019

DOCUMENT NO.: 5037-10.1

QUITCLAIM DEED

SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature (District), hereinafter "Grantor," does hereby release and quitclaim to Leona M. Reif, as Trustee of the Reif Family Trust dated September 2, 1997, and Leona Reif, as Trustee of the Reif Living Trust dated July 25, 1988, all that real property in the City of San Martin, County of Santa Clara, State of California, described as:

Exhibit A

Dated this day of , 20

SANTA CLARA VALLEY WATER
DISTRICT

By: _____
Norma J. Camacho, Interim Chief
Executive Officer

Attest: Michele L. King

By: _____
Clerk/Board of Directors

Exhibit 2

DOCUMENT NO.: 5037-10.1

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

Exhibit A

SANTA CLARA VALLEY WATER DISTRICT

San Jose, California

By: K. Comerer

Date: 10/06/15

Date Revised:

Revised By:

Checked by: _____

Date: _____

PROJECT: UPPER LLAGAS CREEK

PROPERTY: SCVWD TO REIF, TRUSTEE

File No.: 5037-10.1

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 that certain Easement Deed from Herman M. Reif and Leona M. Reif, his wife to the Santa Clara County Flood Control and Water District (now the Santa Clara Valley Water District), recorded on March 24, 1970 as Document No. 3781398 of Official Records, said Santa Clara County records, more particularly described as follows:

BEGINNING at the northeast corner of said Santa Clara County Flood Control and Water District parcel, said point being the beginning of a non-tangent curve, concave westerly, having a radius of 99.49 feet, from which the radius point bears South 66° 46' 02" West; thence southerly, along said curve, through a central angle of 25° 59' 43", for an arc length of 45.14 feet to the beginning of a reverse curve, having a radius of 100.00 feet; thence along said curve, through a central angle of 25° 51' 47", for an arc length of 45.14 feet; thence South 23° 08' 03" East, 49.31 feet to the beginning of a tangent curve to the left, having a radius of 100.00 feet; thence along said curve, through a central angle of 26° 51' 28", for an arc length of 46.88 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 101.03 feet, from which the radius point bears South 40° 00' 40" West; thence southeasterly, along said curve, through a central angle of 23° 09' 52", for an arc length of 40.85 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 875.14 feet, from which the radius point bears North 63° 32' 51" East; thence southeasterly, along said curve, through a central angle of 00° 36' 27", for an arc length of 9.28 feet to the southeasterly corner of said Santa Clara County Flood Control and Water District parcel; thence along the southeasterly, southwesterly, and northwesterly lines of said Santa Clara County Flood Control and Water District parcel the following three (3) courses: 1) South 62° 56' 23" West, 40.01 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 915.14 feet, from which the radius point bears North 62° 56' 23" East, 2) northwesterly, along said curve, through a central angle of 03° 55' 34", for an arc length of 62.71 feet, 3) North 23° 08' 03" West, 170.21 feet and 4) North 66° 51' 57" East, 40.01 feet to the POINT OF BEGINNING.

Containing 6,539 square feet or 0.150 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:

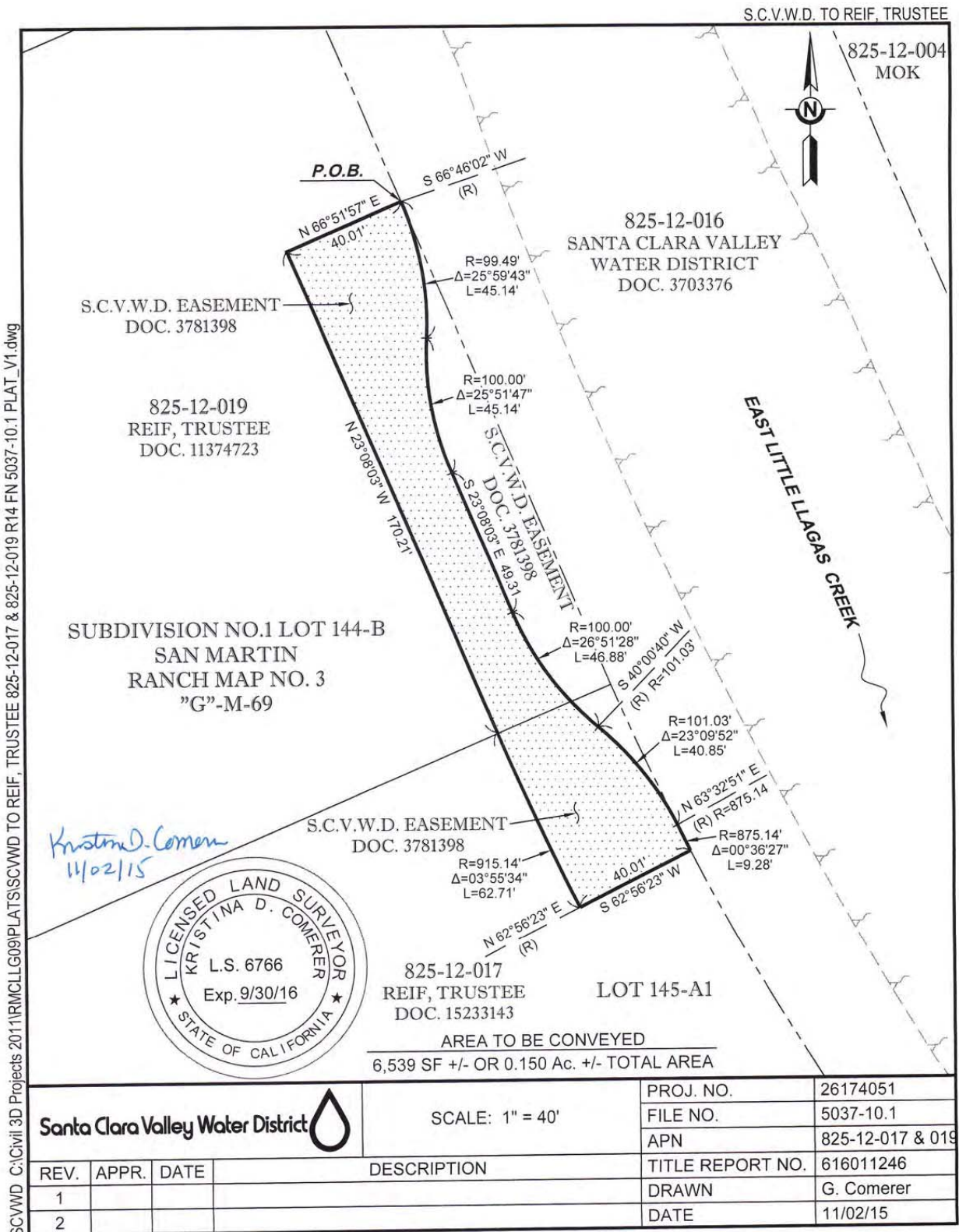
Legal description prepared by Cross Land Surveying, Inc. in October 2015 and is based on boundary resolution by SCVWD and was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

Kristina D. Comer
Kristina D. Comerer, PLS 6766

Date: Nov. 2, 2015



Exhibit 2



Sheet 2 of 2

Exhibit 3

District Real Estate File Nos.: 5037-54 and
5037-10.1

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 Leona M. Reif, as Trustee of the Reif Family Trust dated September 2, 1997, and Leona Reif, as Trustee of the Reif Living Trust dated July 25, 1988, (**Owner**) with respect to the following:

RECITALS

- A. District owns easement rights to approximately 6,539 square feet (sf) of real property located in an unincorporated area of Santa Clara County at Church Avenue & 12280 Sycamore Ave., San Martin, CA in the easterly border of Assessor's Parcel Numbers 825-12-017 and 825-12-019, identified as District Parcel 5037-10.1, and legally described in Exhibit 1, attached hereto and incorporated herein by reference (**District Property**).
- B. Owner owns fee title to approximately 4,612 square feet (sf) of real property located in an unincorporated area of Santa Clara County at Church Avenue & 12280 Sycamore Ave., San Martin, CA adjoining the District Property, identified as District Parcel 5037-54, being a portion of Assessor's Parcel Numbers 825-12-017 and 825-12-019 and legally described in Exhibit A, 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 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

Mutual Conveyances: 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. **District Property:** 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) **Condition of Title.** 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) **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 the portion of District's Property located within the area of the easement to be conveyed to Owner by record or otherwise except for matters which do not materially interfere with the Owner's exercise of its easement rights.

Exhibit 3

2. Owners' Property. The parties agree that the value of the Owners' Property, consisting of land and improvements to be conveyed to the District is \$4,900.00, consisting of \$2,693.00 for land, \$70.00 for land in existing road easement and \$2,043.00 for land in existing flood easement.

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

(b) No New Liens. 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 0616011246-RR, Escrow Officer Randy Romriell (Escrow Holder), executed Grant of Easement Deed or Quitclaim Deed 5037-10.1 for District Property and Owner shall likewise deliver to the office of the Escrow Holder, Escrow Number 0616011246-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 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.

4. Removal of Personal Property. 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.

5. 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. 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.

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

Exhibit 3

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 Warranties and Obligations. 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. 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.

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

8. 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 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 6 above.

Exhibit 3

District has executed this Agreement as of:

Approval Date

Santa Clara Valley Water District

The Reif Family Trust dated September 2, 1997

By: _____

By: Leona M. Reif
Leona M. Reif, as Trustee

ATTEST: MICHELE L. KING, CMC

The Reif Living Trust dated July 25, 1988

By: _____
Clerk/Board of Directors

By: Leona M. Reif
Leona Reif, as Trustee

APPROVED AS TO FORM:

By: _____
Assistant District Counsel

Recommended for Approval:

By: [Signature]
~~Real Estate Agent~~ Associate Real Estate Agent

By: [Signature]
Real Estate Services Unit Manager

Exhibit 3

EXHIBIT 1

SANTA CLARA VALLEY WATER DISTRICT San Jose, California

By: K. Comerer
Date: 10/06/15

Date Revised:
Revised By:

Checked by: _____

Date: _____

PROJECT: UPPER LLAGAS CREEK
PROPERTY: SCVWD TO REIF, TRUSTEE

File No.: 5037-10.1

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 that certain Easement Deed from Herman M. Reif and Leona M. Reif, his wife to the Santa Clara County Flood Control and Water District (now the Santa Clara Valley Water District), recorded on March 24, 1970 as Document No. 3781398 of Official Records, said Santa Clara County records, more particularly described as follows:

BEGINNING at the northeast corner of said Santa Clara County Flood Control and Water District parcel, said point being the beginning of a non-tangent curve, concave westerly, having a radius of 99.49 feet, from which the radius point bears South 66° 46' 02" West; thence southerly, along said curve, through a central angle of 25° 59' 43", for an arc length of 45.14 feet to the beginning of a reverse curve, having a radius of 100.00 feet; thence along said curve, through a central angle of 25° 51' 47", for an arc length of 45.14 feet; thence South 23° 08' 03" East, 49.31 feet to the beginning of a tangent curve to the left, having a radius of 100.00 feet; thence along said curve, through a central angle of 26° 51' 28", for an arc length of 46.88 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 101.03 feet, from which the radius point bears South 40° 00' 40" West; thence southeasterly, along said curve, through a central angle of 23° 09' 52", for an arc length of 40.85 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 875.14 feet, from which the radius point bears North 63° 32' 51" East; thence southeasterly, along said curve, through a central angle of 00° 36' 27", for an arc length of 9.28 feet to the southeasterly corner of said Santa Clara County Flood Control and Water District parcel; thence along the southeasterly, southwesterly, and northwesterly lines of said Santa Clara County Flood Control and Water District parcel the following three (3) courses: 1) South 62° 56' 23" West, 40.01 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 915.14 feet, from which the radius point bears North 62° 56' 23" East, 2) northwesterly, along said curve, through a central angle of 03° 55' 34", for an arc length of 62.71 feet, 3) North 23° 08' 03" West, 170.21 feet and 4) North 66° 51' 57" East, 40.01 feet to the POINT OF BEGINNING.

Containing 6,539 square feet or 0.150 acre of land, more or less.

END OF DESCRIPTION

Page 1 of 2

Exhibit 3

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 October 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.

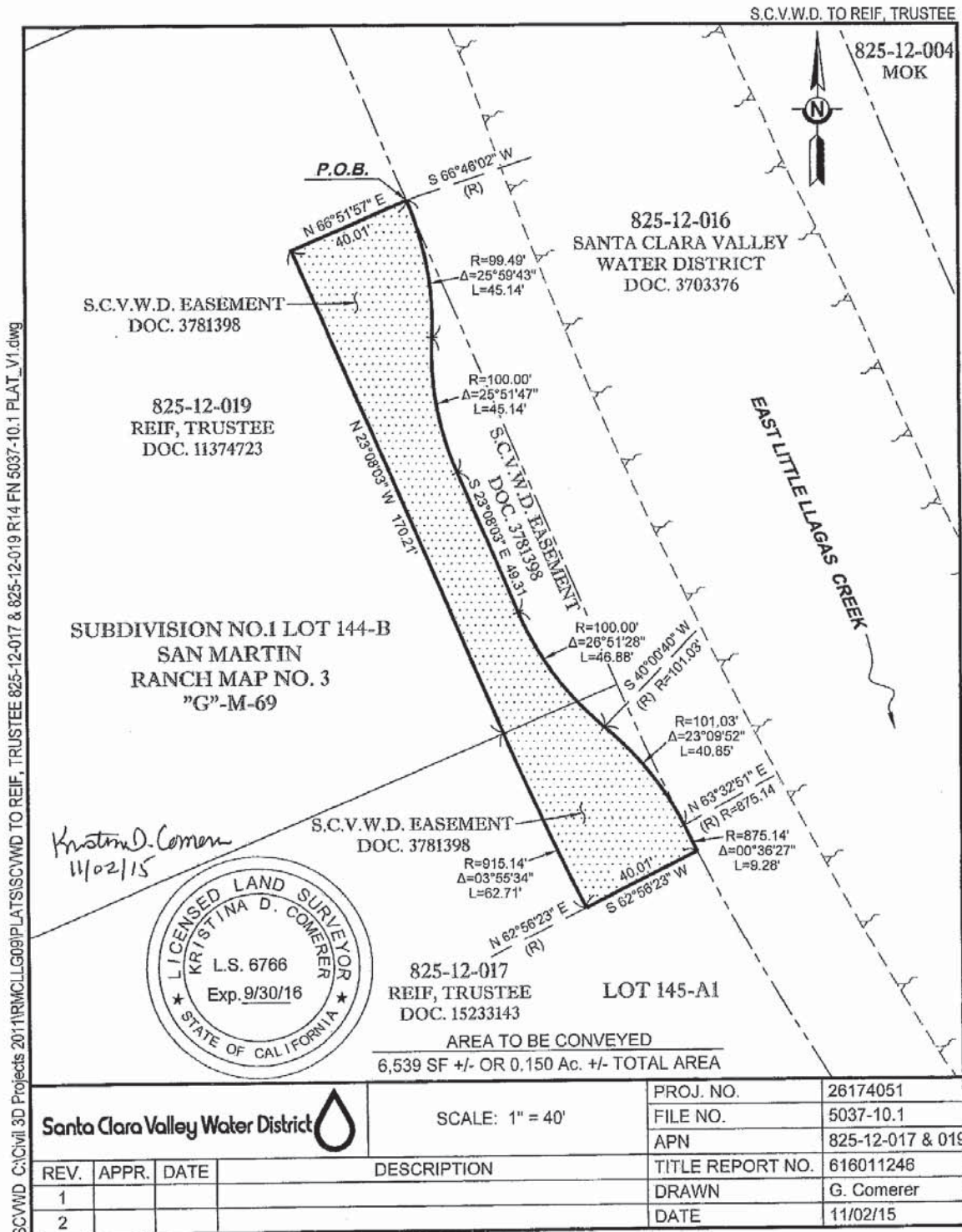
Kristina D. Comer
Kristina D. Comerer, PLS 6766

Date: Nov. 2, 2015



Exhibit 3

EXHIBIT 1



Sheet 2 of 2

Exhibit 3

EXHIBIT A

SANTA CLARA VALLEY WATER DISTRICT San Jose, California

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

Date Revised: 10/15/15
Revised By: K. Comerer

Checked by: _____

Date: _____

PROJECT: UPPER LLAGAS CREEK
PROPERTY: REIF, TRUSTEE

File No.: 5037-54

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 Correctory Deed from Leona M. Reif, as Trustee of the Reif Living Trust, dated July 25, 1988, Trust "B" to Leona M. Reif, as trustee of the Reif Family Trust dated September 2, 1997, recorded on May 2, 2000 as Document No. 15233143 of Official Records, Santa Clara County records, being a portion of Subdivision No. 1 of Lot 145-A, as shown on the map entitled "San Martin Ranch Map No. 3" filed on June 8, 1893, in Book "G" of Maps at Page 69, said Santa Clara County records, more particularly described as follows:

Parcel 1: (Fee)

BEGINNING at the most southerly corner of that certain parcel of land as described in the Grant Deed from Herman M. Reif and Leona M. Reif, his wife to the Santa Clara County Flood Control and Water District (now the Santa Clara Valley Water District), recorded on October 21, 1969 as Document No. 3703376 of Official Records, said Santa Clara County records; thence along the southeasterly line of said Reif parcel, South 66° 51' 57" West, 5.39 feet; thence leaving said southeasterly line, North 26° 18' 06" West, 11.05 feet; thence North 07° 37' 47" East, 11.73 feet to a point on the southwesterly line of said Santa Clara County Flood Control and Water District parcel (now the Santa Clara Valley Water District); thence along said southwesterly line, South 23° 08' 03" East, 21.12 feet to the POINT OF BEGINNING.

Containing 93 square feet or 0.002 acre of land, more or less.

Parcel 2: (Fee)

BEGINNING at the most southerly corner of that certain parcel of land as described in the Grant Deed from Herman M. Reif and Leona M. Reif, his wife to the Santa Clara County Flood Control and Water District (now the Santa Clara Valley Water District), recorded on October 21, 1969 as Document No. 3703376 of Official Records, said Santa Clara County records; thence along the southwesterly line of said Santa Clara County Flood Control and Water District parcel, North 23° 08' 03" West, 72.77 feet to the TRUE POINT OF BEGINNING, said point being the beginning of a non-tangent curve, concave southwesterly, having a radius of 99.87 feet, from which the radius point bears South 66° 52' 57" West; thence leaving said southwesterly line, northwesterly, along said curve, through a central angle of 24° 23' 42", for an arc length of 42.52 feet to the beginning of a reverse curve, having a radius of 117.92 feet;

Exhibit 3

EXHIBIT A

thence along said curve, through a central angle of $48^{\circ} 46' 24''$, for an arc length of 100.38 feet to the beginning of a reverse curve, having a radius of 99.87 feet; thence along said curve, through a central angle of $23^{\circ} 05' 04''$, for an arc length of 40.24 feet to a point on the southwesterly line of said Santa Clara County Flood Control and Water District parcel; thence along said southwesterly line, South $23^{\circ} 08' 03''$ East, 177.59 feet to the TRUE POINT OF BEGINNING.

Containing 1,795 square feet or 0.041 acre of land, more or less.

Parcel 3: (Fee)

Being a portion of the lands described in the Easement Deed, from Herman M. Reif and Leona M. Reif, his wife to the Santa Clara County Flood Control and Water District (now the Santa Clara Valley Water District), recorded on March 24, 1970 as Document No. 3781398 of Official Records, said Santa Clara County records, more particularly described as follows:

BEGINNING at the northeasterly corner of said lands as described in said Easement Deed, thence along the northeasterly line of said lands the following two courses: 1) South $23^{\circ} 08' 03''$ East, 170.21 feet to the beginning of a tangent curve to the left, having a radius of 875.14 feet, and 2) along said curve, through a central angle of $03^{\circ} 19' 07''$, for an arc length of 50.69 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 101.03 feet, from which the radius point bears South $63^{\circ} 10' 32''$ West; thence leaving said northeasterly line, northwesterly, along said curve, through a central angle of $23^{\circ} 09' 52''$, for an arc length of 40.85 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 100.00 feet, from which the radius point bears North $40^{\circ} 00' 30''$ East; thence northwesterly, along said curve, through a central angle of $26^{\circ} 51' 28''$, for an arc length of 46.88 feet; thence North $23^{\circ} 08' 03''$ West, 49.31 feet to the beginning of a tangent curve to the right, having a radius of 100.00 feet; thence along said curve, through a central angle of $25^{\circ} 51' 47''$, for an arc length of 45.14 feet to the beginning of a non-tangent curve, concave westerly, having a radius of 99.49 feet, from which the radius point bears North $87^{\circ} 14' 15''$ West; thence northerly, along said curve, through a central angle of $25^{\circ} 59' 43''$, for an arc length of 45.14 feet to the POINT OF BEGINNING.

Containing 2,724 square feet or 0.063 acre of land, more or less.

END OF DESCRIPTION

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.

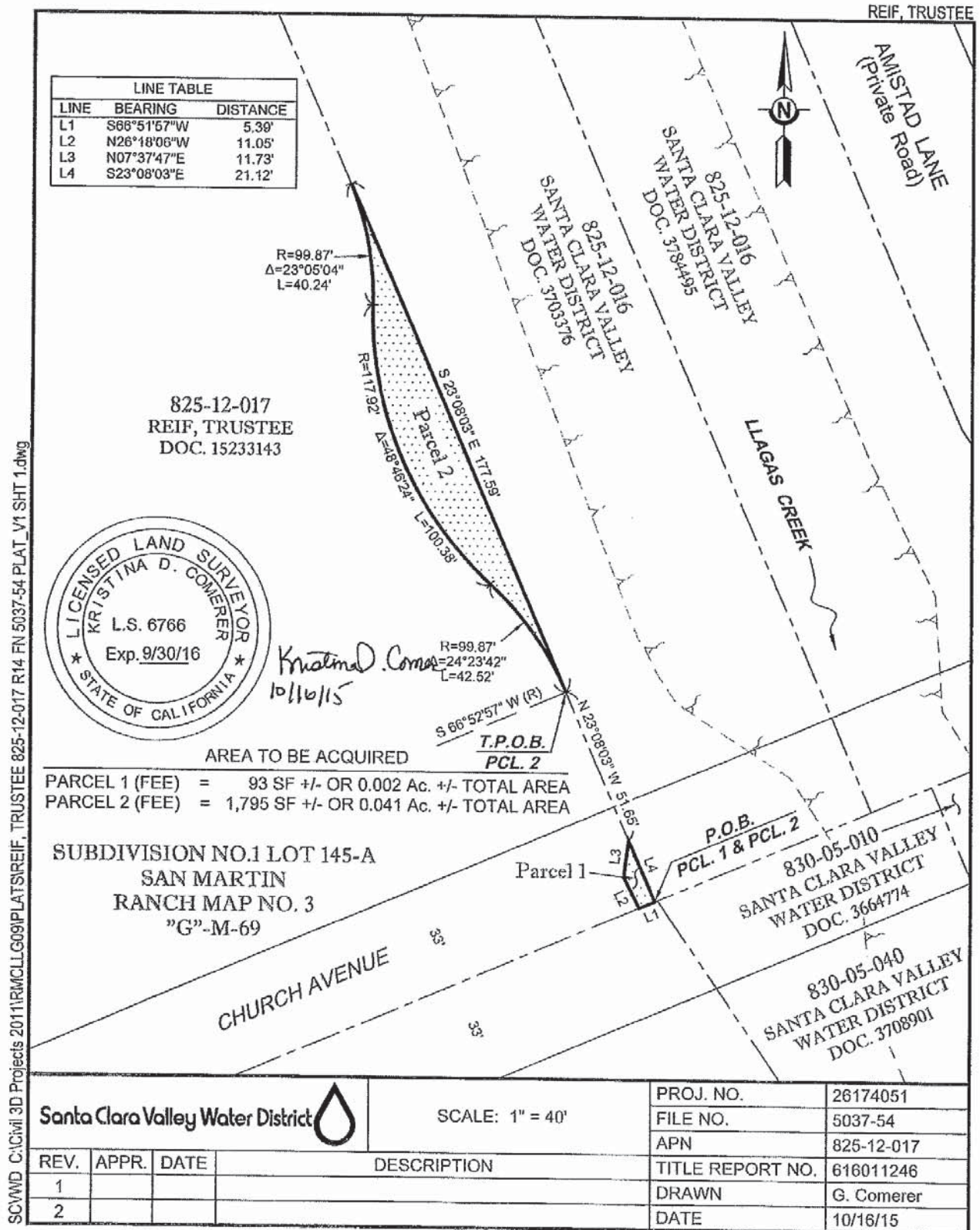
Kristina D. Comer
Kristina D. Comer, PLS 6766

Date: October 16, 2015



Exhibit 3

EXHIBIT A



Sheet 1 of 2

EXHIBIT A

