

OPTION AGREEMENT FOR ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENT

This Option Agreement for Acquisition of Temporary Construction Easement (the "Agreement") is entered into by and between Anita S. Siegel, Trustee or Successor Trustee of the Anita S. Siegel 2001 Trust dated June 27, 2001 ("Owner"), and the Santa Clara Valley Water District, a Special District, created by the California Legislature ("District"). This Agreement will become effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement ("Effective Date"),

RECITALS

WHEREAS, the Owner is the owner of that certain real property located at 91 Mountain View Avenue, Los Altos, California identified by Santa Clara County Assessor Parcel Number 189-03-047, totaling approximately 626 square feet, depicted on Exhibit "A" attached hereto and made a part hereof (the "Real Property");

WHEREAS, the Owner has agreed to grant the District the exclusive right and option to purchase a temporary construction easement to the Real Property upon the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement and for good and valuable consideration, the receipt and adequacy of which are acknowledged by both parties, the parties hereby agree as follows:

1. **Summary of Agreement Elements.** Subject to the provisions set forth in more detail herein, the primary elements of this Agreement consist of the following:
 - a) Proposed Temporary Construction Easement: 626 square feet;
 - b) Real Property right to be acquired upon exercise of option: Temporary Construction Easement;
 - c) Total option consideration: \$680.00 ("Option Consideration");
 - d) Term of the option: twelve (12) months (subject to modification by early termination or extension pursuant to the terms of the Agreement) ("Term"); and
 - e) Purchase price of the Temporary Construction Easement (upon exercise of the Option): \$11,280.00 ("Purchase Price").
2. **Grant of Option.** Owner hereby grants to the District the exclusive right and option to acquire the Temporary Construction Easement (the "Option") for the Purchase Price and under the other terms and conditions set forth in this Agreement.
3. **Option Consideration and Recordation of Memorandum of Option.** As consideration for the Option granted under this Agreement, District agrees to deliver into Escrow within

twenty-one (21) days from the Effective Date, the sum of \$680.00 ("**Option Consideration**"). District and Owner agree that within twenty-one (21) days of the Effective Date, Owner shall execute and deliver to Escrow a Memorandum of Option in the form of Exhibit "B" attached hereto ("**Memorandum of Option**"). Upon completion of these conditions, the Escrow holder shall deliver the Option Consideration to Owner and deliver the Memorandum of Option to District. The Option Consideration is nonrefundable to District except in the event of a breach by Owner of any of its obligations under this Agreement, in which case the Option Consideration must be returned, on demand, to the District. District may record the Memorandum of Option in the official records of the County of Santa Clara.

4. **Term of Option.** The "**Term**" shall begin on the Effective Date and automatically expire on the earliest of the following dates:
- (a) Twelve (12) months from the Effective Date, unless the Term is extended as provided below in this Section 4;
 - (b) The date on which District has delivered to Owner written notice of the termination of this Agreement; or
 - (c) The date the parties consummate the transfer of the Real Property (the "**Close of Escrow**" or "**Closing**"), following the exercise of the Option by the District (which is at the sole and absolute discretion of the District).

Upon payment of an extension fee in the amount of \$5,640.00 (the "**Extension Fee**") by the District, the Term shall be extended until six (6) months after the end of the original Term of Option. If the District elects to extend the Term, the District shall notify the Owner in writing prior to the expiration of the Term and, within ten (10) business days thereafter, deposit the Extension Fee into Escrow. The Escrow holder shall then deliver the Extension Fee to Owner. The Extension Fee is nonrefundable to District except in the event of a breach by Owner of any of its obligations under this Agreement, in which case it must be returned, on demand, to the District.

5. **Purchase Price.** The purchase price for the Temporary Construction Easement is \$11,280.00 ("**Purchase Price**"), payable in cash (less the Option Consideration and the Extension Fee, if any) upon the Close of Escrow.
6. **CEQA Compliance.** An express condition to District's exercise of this Option is its completion of any environmental review that may be required in connection with the California Environmental Quality Act ("**CEQA**") and related laws and regulations and the satisfaction of the District's obligations with respect thereto ("**CEQA Compliance**"), as determined by District in its sole and absolute discretion. Notwithstanding anything to the contrary herein, the District has no commitment to any particular use of the Real Property and retains full discretion to consider any and all environmental mitigation measures and alternatives for any project subject to review under CEQA, including without limitation, a no-project option. District shall bear any expenses relating to CEQA compliance required for acquisition of the Temporary Construction Easement.
7. **Temporary Construction Easement.** Upon consummation of the option, as set forth herein, the Temporary Construction Easement ("**TCE**") shall be granted under the express conditions listed below:

- a. Owner Real Property and that Owner has the exclusive right to grant the easement.
 - b. This TCE is necessary for the purpose of constructing the Permanente Creek Flood Protection Project ("Project") and related activities incident to construction. This TCE shall not be revoked and shall continue in full force and effect until such time the construction of the Project has been completed at which time the TCE shall terminate.
 - c. District agrees to use all reasonable efforts not to interfere with residential occupants on site. District will keep area covered by the TCE clean and remove all debris related to its construction.
 - d. District agrees to indemnify and hold harmless Owner from and against all claims, damages, liabilities, costs or any expenses whatsoever, arising from or caused, directly or indirectly by the entry onto the property by District or its agent's, employees, invitees, contractors and subcontractors.
8. **License to Enter.** During the Term, Owner grants District, its employees, agents, consultants and contractors a license to enter the Real Property to inspect, test or investigate any aspect of the land or buildings to determine the Real Property's suitability for District's acquisition and/or proposed use. Prior to entering the Real Property, District shall give Owner at least five (5) business days written notice, including a reasonably detailed summary of the scope and duration of the proposed activities, and areas required for access. District shall comply with any reasonable conditions set forth by Owner related to such entry.
 9. **No Encumbrances.** During the Term, and except as set forth below, Owner shall not convey any interest in the Real Property to any party or otherwise encumber the Real Property without the prior written consent of District. The foregoing restriction shall apply to, but is not limited to, any lease or license of the Real Property.
 10. **Refinancing.** Prior written consent shall not be required for purposes of refinancing or adding new financing to the Real Property during the Term; however, provided (1) Owner shall provide its lender with a copy of this Agreement, (2) within fifteen business days from obtaining such refinancing or new financing, Owner shall provide District with written notice of any deeds of trust or mortgages arising therefrom, and (3) District's Option under this Agreement shall have priority over any such mortgage or deed of trust.
 11. **No Subordination to Subsequent Deeds of Trust.** District's Option under this Agreement shall *not* be subordinate to any deed of trust or mortgage recorded after the Effective Date of this Agreement.
 12. **Representation and Warranties of Owner.** Owner makes the following representations and warranties to District, which shall be true and correct as of the Effective Date and as of the date of Closing:
 - (a) **Title.** Owner currently owns fee title to the Real Property and Owner has not created or granted any options to purchase the Property, right of first refusal to purchase the Property, or lease with option to buy the Property to any third parties [except the following described lease(s):
Owner has the full right, power and authority to execute, deliver and perform its obligations under this Agreement.
 - (b) **No Violation.** The entering into and performance by Owner of the transactions contemplated by this Agreement will not violate or breach any agreement,

covenant or obligation binding on Owner. This Agreement has been duly authorized and executed by Owner and the parties signing on behalf of Owner, and shall be a valid and binding agreement of Owner.

- (c) **Compliance with Laws.** To Owner's knowledge, after diligent inquiry, neither the Real Property nor any operations thereon violates any laws, regulations or building codes of any governmental or municipal authority having jurisdiction over the Real Property.
 - (d) **Leases.** Owner discloses the following leases presently existing on the Real Property: _____].
13. **No Brokers' Commission.** The Owner and District each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement.
 14. **Successors and Assignment.** This Agreement is binding upon the Owner and District, and their respective administrators, legal representatives, successors-in-interest, executors or assignees. Owner shall not sell, grant, convey or otherwise encumber the Real Property during the Term without the District's written consent.
 15. **Notices.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:
 - Personal delivery, in which case notice is effective upon delivery;
 - Certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt or deemed delivered on the date of any refusal to accept delivery;
 - Nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service or effective on the date of any refusal to accept delivery.

To District: Santa Clara Valley Water District
 Attention: Real Estate Services Unit Manager
 5750 Almaden Expressway
 San Jose, CA 95118

To Owner: Anita S. Siegel
 77 Mountain View Avenue
 Los Altos, CA 94024

Notices shall be addressed as appears herein, provided that if any party gives notice of change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

16. **Consummation of Option.** Upon District's written notice of its election to exercise the Option (the "Notice of Exercise"), the parties shall do the following within the time limits prescribed herein:

a. DELIVERY OF TCE

Within ten (10) days following delivery of the Notice of Exercise to Owner, Owner shall deliver to Escrow (as defined below) a fully executed and properly acknowledged Temporary Construction Easement in the form attached hereto as Exhibit "C" conveying the TCE described therein to the District. In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed that the parties have herein set forth the whole of their Agreement. The performance of this Agreement constitutes the entire consideration for the TCE and shall relieve the District of all further obligation or claims on this account, or on account of the location or construction of any public improvement.

b. DISTRICT DEPOSIT OF FUNDS

Within ten (10) days following delivery of the Notice of Exercise to Owner and upon Owner's delivery of the TCE into Escrow, District shall deposit with Escrow the sum of \$11,280.00 - \$680.00 = \$10,600.00 (constituting the Purchase Price less the Option Consideration and the Extension Fee, if any).

c. CLOSING COSTS

District shall pay all costs of escrow. District shall pay the costs to record the TCE.

d. POSSESSION

Owner shall have the right to retain possession of the Real Property up to and including the date of Closing upon compliance by Owner with the conditions of this Agreement.

e. ESCROW

This transaction will be handled through an escrow with : Fidelity National Title Company, escrow No. 10-51048705-C-PM ("Escrow"). Escrow shall close this transaction strictly pursuant to and in accordance with written instructions provided to Escrow by District.

f. RENT CONCESSION PROTECTION

Owner currently has two month-to-month tenants on portions of the Real Property commonly known as 85 Mountain View Avenue and 91 Mountain View Avenue ("Rental Premises") paying monthly rent totaling \$2,000 ("Baseline Rent"). District and Owner agree that should Owner have to offer her tenants a temporary rent concession due to construction of the Project, District shall pay Owner the difference between the Baseline Rent and the temporarily lowered rent. ("Rent Differential") Owner shall reasonably cooperate with District in providing all requested records, including but not limited to cancelled checks, correspondence, emails, and bank statements, establishing both the Baseline Rent and any rent concession. District shall pay Owner this Rent Differential no less frequently than once every three months.

g. WAIVER

Except as set forth herein, District and Owner hereby waive any and all rights of recovery against the other or against the employees, agents, and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under a policy of fire and extended coverage. The parties are not waiving any right of subrogation by their respective insurers.

17. **Damages to Specified Fixtures.** The Real Property presently has a wooden fence running along the rear north-east corner of the Real Property ("Fence") and a detached wooden garage/shed located on the front of the Real Property ("Garage"). Should construction of the Project destroy or substantially damage the Fence or Garage, then District shall reimburse Owner for the replacement of a Fence or Garage of comparable design, dimensions, and materials, and all reasonable costs related thereto. For non-substantial damage that does not necessitate replacement, District shall reimburse owner for all repair costs necessary to return the Fence or Garage to its pre-damaged condition. If for whatever reason the Garage cannot be legally rebuilt, the District shall compensate Owner for any reasonable consequential damages.
18. **Invalidity of Any Provision.** If any provision or portion of a provision of the Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction under present or future laws effective during the term of the Agreement, the legality, validity, and enforceability of the remaining provisions or the balance of such provision shall not be affected thereby.
19. **Independent Counsel.** Owner acknowledges that he/she has been advised of the right to retain legal counsel prior to executing this Agreement and has either obtained such representation or has elected to proceed without it.
20. **Waiver.** No waiver of any provision of this Agreement shall constitute or be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
21. **Applicable Law.** This Agreement shall be governed by the laws of the State of California.
22. **Attorneys' Fees.** In the event of any litigation between the parties hereto to enforce any of the provisions of this Agreement, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees incurred by the successful party, including attorneys' fees incurred in enforcing any judgment arising out of such litigation, all of which may be included as part of the judgment rendered in such litigation. Prior to filing suit, a party must request mediation and participate in a mediation hearing if the other party agrees. The statute of limitations on a party's causes of action shall be tolled from the time both parties agree in writing to participate in mediation to the conclusion of the mediation hearing. The provisions of this Section shall survive any termination of this Agreement or the Closing.
23. **Entire Agreement.** The Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreements between them concerning the subject

matter contained herein. Any amendment to the Agreement must be reduced to writing and signed by both parties before it will be effective.

District has executed this agreement as of: _____

SANTA CLARA VALLEY WATER DISTRICT

By: 
Chief Executive Officer

APPROVED AS TO FORM:

By: 

Brian C. Hopper
Sr. Asst. District Counsel

Owner has executed this agreement as of: 12/7/12

Date

By: 

Name: Anita S. Siegel, Trustee or Successor
Trustee of the Anita S. Siegel 2001 Trust
dated June 27, 2001

77 Mountain View Avenue

Los Altos, CA 94024

Recommended for Approval:

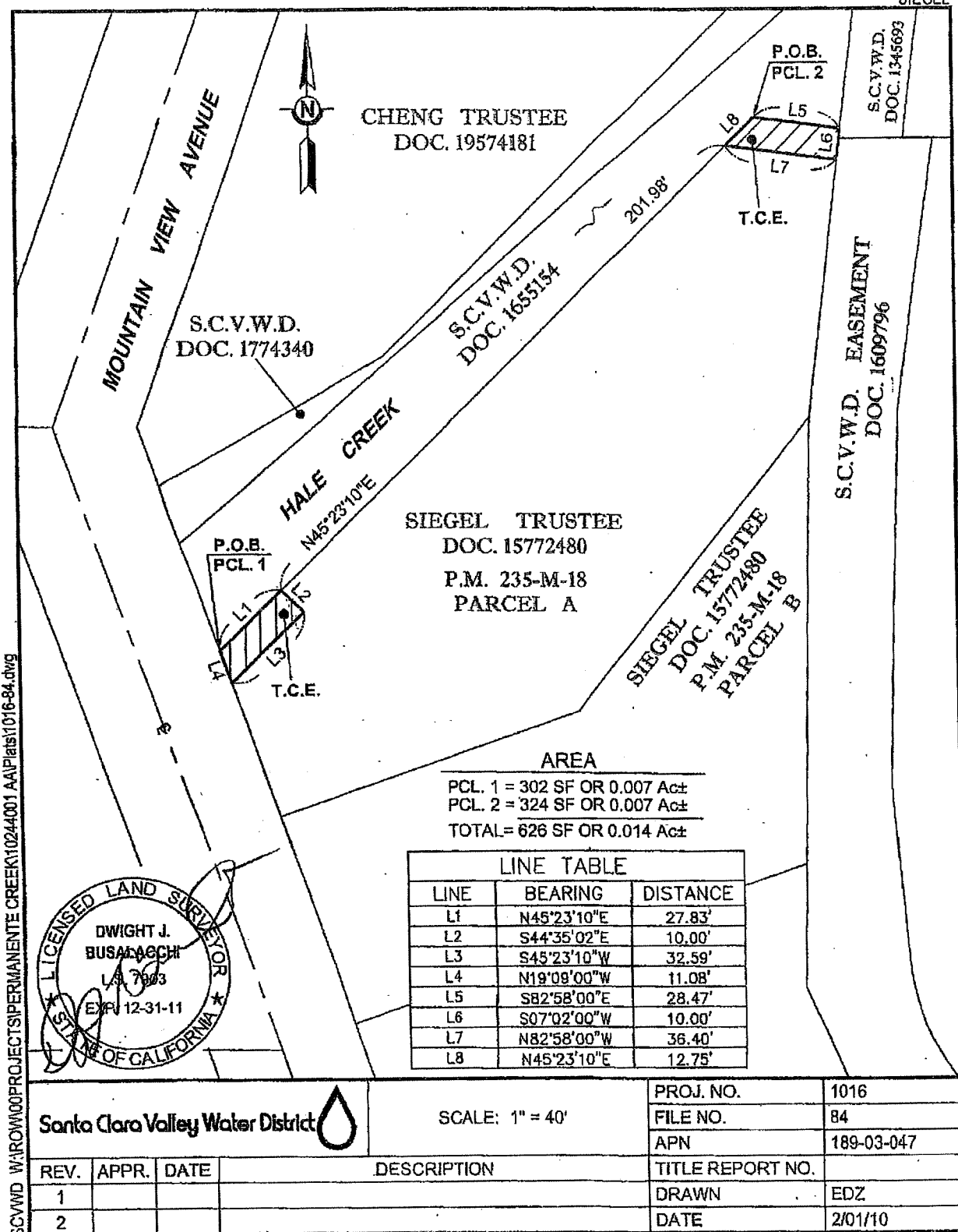
By: 

Sr. Real Estate Agent

By: 

Real Estate Services Unit Manager

SIEGEL



Sheet 1 of 1

EXHIBIT - A

SANTA CLARA VALLEY WATER DISTRICT
San Jose, California

By: E. ZOZAYA
Date: 02/02/10

Revised By:
Checked by: _____ Date: _____

PROJECT: PERMANENTE CREEK
PROPERTY: SIEGEL

File No.: 1016-84

All that certain real property situate in the City of Los Altos, County of Santa Clara, State of California, described as follows:

Being a portion of the lands described in the deed recorded as document number 15772480 and also shown as PARCEL A on that certain Parcel Map, filed in Book 235 of Maps at page 18, both documents are in the office of the Recorder, County of Santa Clara, State of California, to wit:

PARCEL 1:

BEGINNING at the northwest corner of said PARCEL A as shown on said map; thence along the northwesterly line of said PARCEL A as shown on said map, N45°23'10"E 27.83 feet; thence leaving said northwesterly line, S44°35'02"E 10.00 feet; thence S45°23'10"W 32.59 feet to a point on the northwesterly line of said PARCEL A as shown on said map; thence along last said northwesterly line of said PARCEL A, N19°09'00"W 11.08 feet to the **POINT OF BEGINNING**.

Containing 302 square feet or 0.007 acre of land more or less.

PARCEL 2:

BEGINNING at the most northerly corner of said PARCEL A as shown on said map; thence along the general northeasterly line of said PARCEL A as shown on said map, S82°58'00"E 28.47 feet to the northeasterly corner of the aforesaid PARCEL A as shown on said map; thence along the easterly line of said PARCEL A as shown on said map, S07°02'00"W 10.00 feet; thence leaving last said easterly line of said PARCEL A, N82°58'00"W 36.40 feet to a point on the northwesterly line of said PARCEL A; thence along last said northwesterly line of said PARCEL A, N45°23'10"E 12.75 feet to the **POINT OF BEGINNING**.

Containing 324 square feet or 0.007 acre of land more or less.

SURVEYOR'S STATEMENT:

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

DJ Busalacchi
Dwight J. Busalacchi, PLS 7903

June 26, 2010
Date

Prepared by the Santa Clara Valley Water District, San Jose, CA



EXHIBIT B

FORM OF MEMORANDUM OF OPTION

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: 189-03-047

DOCUMENT NO.: 1016-84

MEMORANDUM OF OPTION

This Memorandum of Option is made as of _____, 2012, by and between the Santa Clara Valley Water District, a Special District, created by the California Legislature ("Optionee"), and Anita S. Siegel, Trustee or Successor Trustee of the Anita S. Siegel 2001 Trust dated June 27, 2001 ("Optionor"), pursuant to an unrecorded Option Agreement for Acquisition of Temporary Construction Easement dated _____ between the same parties hereto (the "Option Agreement").

1. Grant of Option; Agreement of Sale. Subject to the terms and provisions of the Option Agreement, Optionor hereby grants to Optionee the exclusive right and option (the "Option") to purchase a Temporary Construction Easement at that certain real property located at 91 Mountain View Avenue, Los Altos, Santa Clara County, California APN 189-03-047 (the "Property"), and more particularly described as follows:

(See Attachment-1)

2. Agreement Controlling. This Memorandum of Option is qualified in its entirety by reference to the Option Agreement, the terms and provisions of which shall be controlling in all respects. In the event of any conflict or inconsistency between the Option Agreement and this Memorandum of Option, the terms and provisions of the Option Agreement shall be controlling.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option as of the date first above written for the purpose of putting third parties on notice of the terms and provisions of the Option Agreement and its effect on the Property.

OPTIONEE:

SANTA CLARA VALLEY WATER DISTRICT, a California special district

By: _____
Its Chief Executive Officer

APPROVED AS TO FORM

By: _____
District Counsel

OPTIONOR:

By: _____
Anita S. Siegel

STATE OF CALIFORNIA)
COUNTY OF _____)

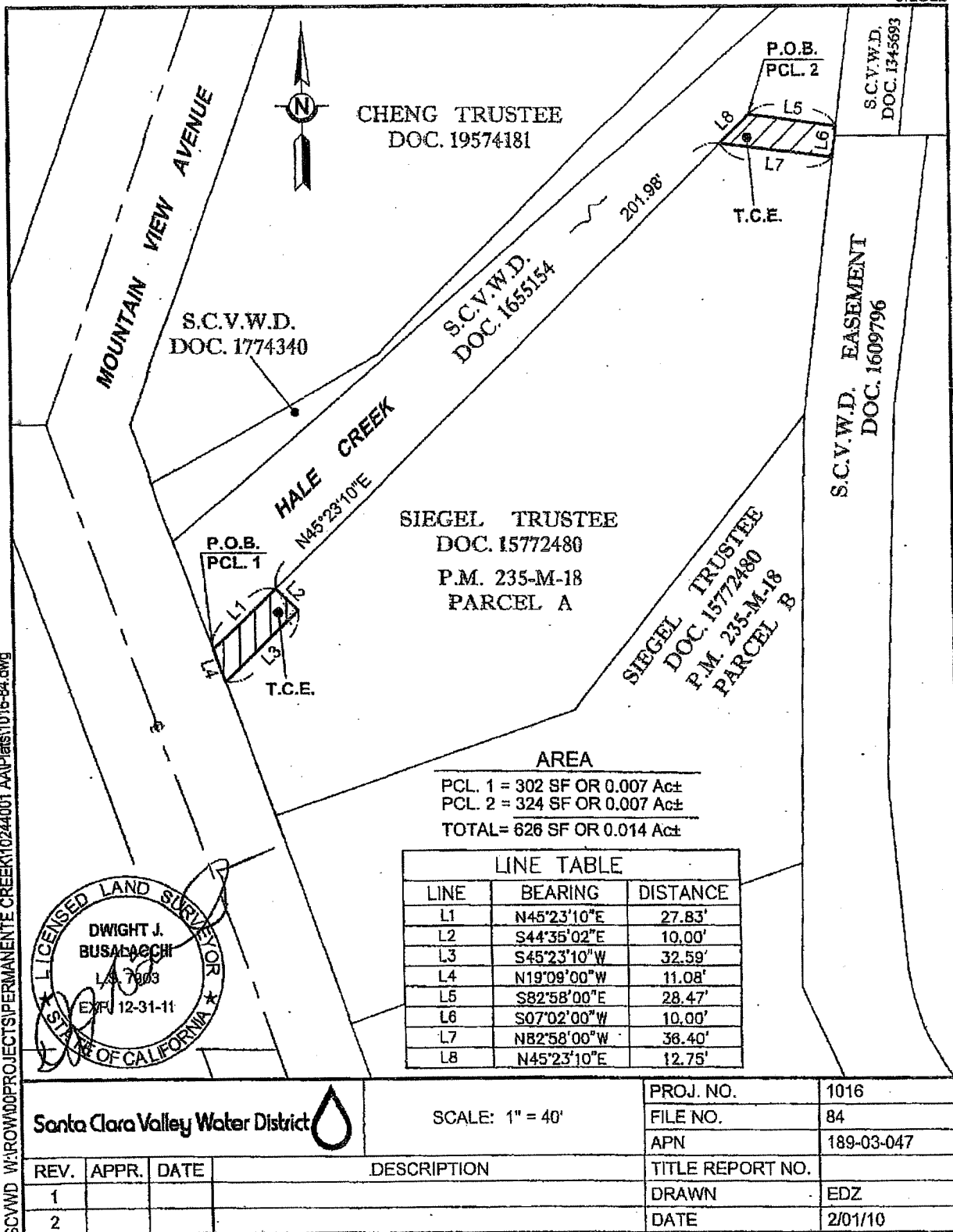
On _____, 20 ____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), 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.

Signature: _____ (seal)

SIEGEL



SCVWD W:\ROW\100PROJECTS\PERMANENTE CREEK\10244001 A\Plats\1016-84.dwg

Sheet 1 of 1

ATTACHMENT 1

SANTA CLARA VALLEY WATER DISTRICT
San Jose, California

By: E. ZOZAYA
Date: 02/02/10

Revised By:
Checked by: _____ Date: _____

PROJECT: PERMANENTE CREEK
PROPERTY: SIEGEL

File No.: 1016-84

All that certain real property situate in the City of Los Altos, County of Santa Clara, State of California, described as follows:

Being a portion of the lands described in the deed recorded as document number 15772480 and also shown as PARCEL A on that certain Parcel Map, filed in Book 235 of Maps at page 18, both documents are in the office of the Recorder, County of Santa Clara, State of California, to wit:

PARCEL 1:

BEGINNING at the northwest corner of said PARCEL A as shown on said map; thence along the northwesterly line of said PARCEL A as shown on said map, N45°23'10"E 27.83 feet; thence leaving said northwesterly line, S44°35'02"E 10.00 feet; thence S45°23'10"W 32.59 feet to a point on the northwesterly line of said PARCEL A as shown on said map; thence along last said northwesterly line of said PARCEL A, N19°09'00"W 11.08 feet to the **POINT OF BEGINNING**.

Containing 302 square feet or 0.007 acre of land more or less.

PARCEL 2:

BEGINNING at the most northerly corner of said PARCEL A as shown on said map; thence along the general northeasterly line of said PARCEL A as shown on said map, S82°58'00"E 28.47 feet to the northeasterly corner of the aforesaid PARCEL A as shown on said map; thence along the easterly line of said PARCEL A as shown on said map, S07°02'00"W 10.00 feet; thence leaving last said easterly line of said PARCEL A, N82°58'00"W 36.40 feet to a point on the northwesterly line of said PARCEL A; thence along last said northwesterly line of said PARCEL A, N45°23'10"E 12.75 feet to the **POINT OF BEGINNING**.

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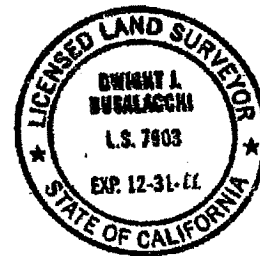
SURVEYOR'S STATEMENT:

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Dwight J. Busalacchi, PLS 7903

June 26, 2010
Date

Prepared by the Santa Clara Valley Water District, San Jose, CA



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: 189-03-047 (portion)

DOCUMENT NO.: 1016-84

TEMPORARY CONSTRUCTION EASEMENT

Anita S. Siegel, Trustee or Successor Trustee of the Anita S. Siegel 2001 Trust dated June 27, 2001, hereinafter referred to as "Grantor," grants to the Santa Clara Valley Water District, a Special District, created by the California Legislature (District) hereinafter referred to as "Grantee," a temporary construction easement over, upon and across a portion of that real property in the City of Los Altos, County of Santa Clara, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof.

This temporary construction easement is granted under the express conditions listed below:

1. Grantor represents and warrants that she/he is the owner of the property described in "Exhibit A" attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the easement.
2. This easement is necessary for the purpose of constructing the Permanente Flood Control Project and related activities incident to construction. This temporary construction easement shall not be revoked and shall continue in full force and effect until such time the construction of the Permanente Flood Control Project has been completed at which time the temporary construction easement shall terminate.
3. Grantee agrees to use all reasonable efforts to keep the roadway covered by this easement open to traffic and to not interfere with residential occupants or construction activity of Grantor on site. Grantee will keep area covered by the easement clean and remove all debris related to its construction.
4. Grantee agrees to indemnify and hold harmless Grantor from and against any all claims, damages, liabilities, costs or any expenses whatsoever, arising from or caused, directly or indirectly by the entry onto the property by Grantee or its agent's, employees, invitees, contractors and subcontractors.

Dated this _____ day of _____, 20____

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

On this _____ day of _____

SS _____, in the year 20____, before me _____

Notary Public, personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

Individual

- ☐ Corporate Officer(s): _____
☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact _____

- ☐ Trustee (s)
☐ Guardian/Conservator
☐ Other: _____

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

CERTIFICATE OF CONSENT AND ACCEPTANCE

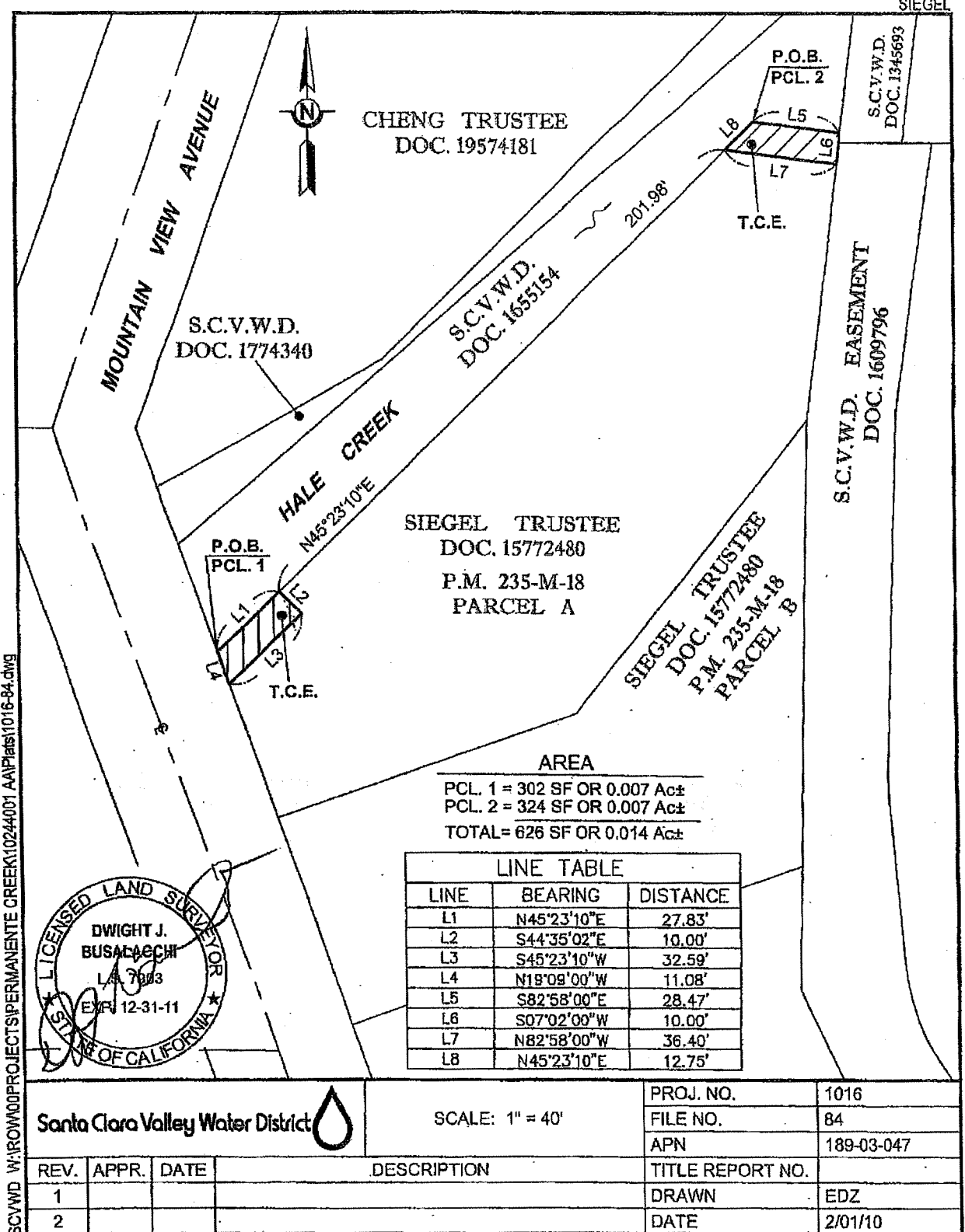
This is to certify that the interest in real property conveyed by the attached Deed or Grant to Santa Clara Valley Water District is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 68-25 of said Board of Directors adopted on the 26th day of March 1968, recorded March 27, 1968, in Book 8069 Page 535, Official Records of Santa Clara County, California, 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)

SIEGEL



SCVWD: \AROW\00PROJECTS\PERMANENTE CREEK\10244001 AAP\plat1016-94.dwg

Sheet 1 of 1

EXHIBIT - A

SANTA CLARA VALLEY WATER DISTRICT
San Jose, California

By: E. ZOZAYA
Date: 02/02/10

Revised By:
Checked by: _____ Date: _____

PROJECT: PERMANENTE CREEK
PROPERTY: SIEGEL

File No.: 1016-84

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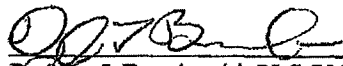
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SURVEYOR'S STATEMENT:

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.



Dwight J. Busalacchi, PLS 7903

June 26, 2010

Date

Prepared by the Santa Clara Valley Water District, San Jose, CA

