

File: 3015-386.4  
Facility: Guadalupe River  
Buyer: Akatiff

**SANTA CLARA VALLEY WATER DISTRICT  
REAL PROPERTY PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT is made entered into by and between the **SANTA CLARA VALLEY WATER DISTRICT**, a Special District created by the California Legislature (hereinafter "DISTRICT") and **MICHAEL G. AKATIFF AND CHRISTY D. AKATIFF, TRUSTEES OF THE MICHAEL G. AKATIFF AND CHRISTY D. AKATIFF REVOCABLE TRUST** (hereinafter "BUYER"), upon execution by DISTRICT (hereinafter "Effective Date"). DISTRICT and BUYER, each a party to this Agreement, may collectively be referred to as the PARTIES.

**RECITALS**

- A. WHEREAS, DISTRICT is the owner of that certain real property located in the City of San Jose, County of Santa Clara, State of California, APN: 259-25-054, more particularly described and depicted in the attached **EXHIBIT "A"** (hereinafter "PROPERTY"). Buyer and DISTRICT acknowledge that the Property encompasses approximately 3,404 square feet of land; and,
- B. WHEREAS, the aforementioned District property no longer has utility for District functions and projects, and are no longer needed for District purposes; and
- C. WHEREAS, Section 31 of the District Act provides that the Board of Directors may 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
- D. WHEREAS, BUYER is the former owner or qualifying "successor in interest" by whom the property was conveyed to the District; and
- E. WHEREAS, DISTRICT desires to sell the PROPERTY to BUYER and BUYER desires to purchase the PROPERTY from DISTRICT for at least fair market value on the terms and conditions set forth below.

**NOW, THEREFORE, the parties hereto agree as follows:**

- 1. **PURCHASE AND SALE:** The Buyer hereby agrees to purchase and DISTRICT agrees to sell the Property on the terms and conditions set forth in this Agreement. Buyer and DISTRICT agree that the Property is vacant land.
- 2. **PURCHASE PRICE:** BUYER shall pay to DISTRICT, in consideration of DISTRICT's conveyance to BUYER of said PROPERTY the sum of FIFTY-SIX THOUSAND DOLLARS (\$56,000.00). Said sum shall hereinafter be referred to as the "Purchase Price".

3. **DUE DILIGENCE PERIOD:** The Buyer shall have fourteen (14) calendar days from the day escrow opens as a "Due Diligence Period" to investigate and conduct studies on the Property. During this period, Buyer shall have an opportunity to investigate and inspect all aspects of the Property, subject to the provisions of Paragraph 13 hereof, and determine, in the Buyer's sole and absolute discretion, whether or not to acquire the Property pursuant to the terms and conditions set forth herein. Any studies undertaken by Buyer during the Due Diligence Period will be at Buyer's expense. Buyer shall have the right to review any title reports, surveys, toxic and soil studies and all other correspondence and documents relating to the Property that are in DISTRICT's possession. DISTRICT agrees that if additional documentation relating to the Property comes into DISTRICT's possession after expiration of the Due Diligence Period, DISTRICT shall provide copies of such documents promptly to Buyer. Buyer acknowledges that DISTRICT makes no representation or warranty whatsoever as to the accuracy or completeness of any information provided to Buyer or made available to Buyer under this paragraph. Buyer shall have the right to waive by written notice all or any portion of the Due Diligence Period by written notice to DISTRICT and Escrow Holder.

4. **PAYMENT OF PURCHASE PRICE:**

- a. BUYER shall deposit the Purchase Price with Escrow Holder, as defined in Paragraph 5 below, no later than two (2) business days prior to the "Closing Deadline", as defined below. By its execution of this AGREEMENT, DISTRICT accepts the Purchase Price as full compensation for the PROPERTY. Buyer shall deposit prior to the close of escrow date, the amount of the purchase price plus any additional monies required to close escrow, by cash, wire transfer, or a cashier's check made payable to the Escrow Holder, as defined in Paragraph 5 below.
- b. In the event Buyer fails to deposit the total cash required on or before the close of escrow date as specified in Paragraph 5 of this Agreement, the Buyer's rights to purchase the Property under this Agreement shall be terminated. Neither party shall have any further rights or obligations under this Agreement, except as otherwise expressly set forth herein.

5. **ESCROW**

- a. An escrow for this purchase and sale has been opened by Buyer with First American Title Insurance Company (Escrow No.: NCS-913383-SC). All references in this Agreement to "Escrow Holder" are to this title company. This Agreement shall constitute instructions to Escrow Holder. Buyer and DISTRICT shall execute such additional escrow instructions as may be required to enable Escrow Holder to close the escrow in accordance with the terms of this Agreement and as Buyer and DISTRICT may approve, which approval shall not be unreasonably withheld.
- b. Provided Buyer is not in default under any term or provision of this Agreement, Buyer shall have the right, by written notice to DISTRICT and Escrow Holder ("Buyer's Notice"), to select the date on which escrow shall be closed (the "Closing Deadline"), which written notice shall be delivered to DISTRICT at least ten (10) business days in advance of such Closing Deadline so that DISTRICT can fulfill its escrow obligations within such ten (10) business day period; provided, however, in no event shall Buyer select a Closing Deadline that is later than May 31, 2019 (the "Outside Closing Deadline"). Notwithstanding the foregoing, if Buyer assigns its rights under this

Agreement pursuant to Paragraph 18 below, the Closing Deadline selected in Buyer's Notice shall be at least fifteen (15) business days after the date on which Buyer's Notice is delivered to DISTRICT so that DISTRICT can fulfill its escrow obligations within such fifteen(15) business day period.

- c. "Close of Escrow" shall mean the moment when all the parties to escrow have fully performed their respective duties as provided in paragraphs (d) and (e) below, respectively, and the Escrow Holder has filed the documents for record and made distributions. Title shall be conveyed and possession delivered to Buyer upon Close of Escrow and recordation of the quitclaim deed in the form attached hereto as **EXHIBIT "B"** (hereinafter, the "Quitclaim Deed".)
- d. On or before the Closing Deadline, DISTRICT shall deposit with Escrow Holder all of the following:
  - (i) the fully executed and acknowledged Quitclaim Deed;
  - (ii) DISTRICT's escrow instructions sufficient to enable Escrow Holder to close the escrow in accordance with the terms of this Agreement;
  - (iii) the affidavits described in paragraph (f) below; and
  - (iv) any other documents, records, or agreements required from DISTRICT hereunder that have not previously been delivered.
- e. Two days prior to the Closing Deadline, Buyer shall deposit with Escrow Holder all of the following:
  - (i) the full Purchase Price;
  - (ii) cash in an amount sufficient to pay all closing costs;
  - (iii) Buyer's escrow instructions sufficient to enable Escrow Holder to close the escrow in accordance with the terms of this Agreement, and
  - (iv) any other documents, records, agreements, or funds required from Buyer hereunder that have not previously been delivered.
- f. For Buyer's sole benefit, Buyer's obligation to complete the purchase of the Property is subject to satisfaction of the following conditions at or prior to the Closing Deadline, unless waived by Buyer in writing:
  - (i) DISTRICT shall have timely performed its obligations under paragraph (d) above; and
  - (ii) DISTRICT shall have executed and delivered to Escrow Holder an affidavit or affidavits satisfying the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, as well as California Revenue and Taxation Code Sections 18661, et seq.

If any condition described in this paragraph (f) is not timely satisfied (or waived by Buyer in writing) on or prior to the Closing Deadline, then

- (i) the escrow shall terminate immediately upon receipt by Escrow Holder of notification from Buyer of the failure of such condition, and Buyer and DISTRICT shall share equally any applicable escrow cancellation fees;

- (ii) Escrow Holder shall return all instruments and documents deposited into the escrow to the parties depositing the same;
  - (iii) Escrow Holder shall return to Buyer any funds remaining in escrow deposited by Buyer, less only Buyer's share of applicable escrow cancellation fees, if any; and
  - (iv) neither party shall have any further rights or obligations under this Agreement, except to the extent that the failure of a condition also constitutes a default by DISTRICT with respect to any DISTRICT's covenants or obligations under this Agreement.
- g. For DISTRICT's sole benefit, DISTRICT's obligation to complete the sale of the Property is subject to satisfaction of the following conditions at or prior to the Closing Deadline, unless waived by DISTRICT in writing:
- (i) Buyer shall have timely performed its obligations under paragraph (e) above, including deposit of all required funds and documents.
- If any condition described in this paragraph (g) is not timely satisfied (or waived by DISTRICT in writing) on or prior to Closing Deadline,
- (i) the Escrow shall terminate immediately upon receipt by Escrow Holder of notification from DISTRICT of the failure of such condition, and Buyer and DISTRICT shall share equally any applicable escrow cancellation fees;
  - (ii) Escrow Holder shall return all instruments and documents deposited into the Escrow to the parties depositing the same;
  - (iii) Escrow Holder shall return to Buyer any funds remaining in escrow deposited by Buyer less the Buyer's share of applicable escrow cancellation fees, if any; and
  - (iv) neither party shall have any further rights or obligations to the other under this Agreement, except to the extent that a failure of a condition also constitutes a default by Buyer with respect to any of Buyer's covenants or obligations under this Agreement.

6. **CLOSING COSTS AND PRORATIONS:** Buyer shall pay all escrow costs and fees, all Title Company costs and fees, Title Insurance premiums, recording fees, transfer taxes and all closing costs and fees. Each party shall bear its own attorney's fees incurred in connection with this transaction. Real property taxes, premiums on insurance acceptable to Buyer, and any other expenses of the Property shall be prorated as of the Closing Deadline. The amount of any bond or assessment which is a lien shall be assumed by Buyer.

7. **NO REPRESENTATIONS OR WARRANTIES:**

A. **PROPERTY SOLD "AS IS". DISTRICT AND BUYER AGREE THAT THE PROPERTY SHALL BE SOLD, AND THAT BUYER SHALL ACCEPT POSSESSION OF THE PROPERTY ON THE CLOSING DEADLINE, "AS IS, WHERE IS, WITH ALL FAULTS", WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER BY DISTRICT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES,**



MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND DISTRICT DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY. BY ENTERING INTO THIS AGREEMENT, BUYER REPRESENTS AND WARRANTS THAT AS OF CLOSING DEADLINE, BUYER SHALL HAVE SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY AND ITS SUITABILITY FOR THE DEVELOPMENT PURPOSES INTENDED BY BUYER. THE PROPERTY IS SOLD IN "AS IS" CONDITION, INCLUDING WITHOUT LIMITATION AS TO ANY HAZARDOUS MATERIALS CONTAMINATION. IN PURCHASING THE PROPERTY, BUYER IS RELYING SOLELY UPON ITS OWN INSPECTION AND INVESTIGATION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, AS TO HAZARDOUS MATERIALS CONTAMINATION AND GEOLOGICAL CONDITIONS INCLUDING EARTHQUAKE FAULTS AND NOT UPON ANY REPRESENTATION, WARRANTY, STATEMENT, STUDY, REPORT, DESCRIPTION, GUIDELINE, OR OTHER INFORMATION OR MATERIALS MADE OR FURNISHED BY DISTRICT OR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, OR REPRESENTATIVES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER. BUYER ACKNOWLEDGES THAT NEITHER DISTRICT NOR ANY AGENT OF DISTRICT HAS MADE ANY REPRESENTATIONS, WARRANTIES OR AGREEMENTS AS TO ANY MATTERS CONCERNING THE PROPERTY. ANY STATEMENT NOT EXPRESSLY CONTAINED IN THIS AGREEMENT SHALL NOT BIND DISTRICT, AND BUYER EXPRESSLY WAIVES ANY RIGHT OF RESCISION AND/OR CLAIM FOR DAMAGES, AGAINST DISTRICT OR ITS AGENTS BY REASON OF ANY STATEMENT, REPRESENTATION, WARRANTY, AND/OR PROMISE NOT CONTAINED IN THIS AGREEMENT. BUYER'S AGREEMENT TO PURCHASE THE PROPERTY "AS IS" IS A MATERIAL INDUCEMENT TO DISTRICT TO AGREE TO SELL THE PROPERTY AT THE PURCHASE PRICE PROVIDED HEREIN.

- B. **RELEASE AND WAIVER.** BUYER, FOR BUYER AND BUYER'S SUCCESSORS IN INTEREST, RELEASES DISTRICT FROM, AND WAIVES ALL CLAIMS AND LIABILITY AGAINST DISTRICT FOR OR ATTRIBUTABLE TO, ANY STRUCTURAL, PHYSICAL, OR ENVIRONMENTAL CONDITION AT THE PROPERTY, INCLUDING WITHOUT LIMITATION, CLAIMS OR LIABILITIES RELATING TO THE PRESENCE, DISCOVERY, OR REMOVAL OF ANY HAZARDOUS SUBSTANCES IN, AT, ABOUT, OR UNDER THE PROPERTY, OR FOR, CONNECTED WITH, OR ARISING OUT OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON CERCLA (COMPREHENSIVE ENVIRONMENTAL RESPONSES, COMPENSATION, AND LIABILITY ACT OF 1980, 42 U.S.C. §§ 9601 ET SEQ., AS AMENDED BY SARA [SUPERFUND AMENDMENT AND REAUTHORIZATION ACT OF 1986], AND AS MAY BE FURTHER AMENDED FROM TIME TO TIME), THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, 42 U.S.C. §§ 6901 ET SEQ., OR ANY RELATED CLAIMS OR CAUSES OF ACTION OR ANY OTHER FEDERAL OR STATE BASED STATUTORY OR REGULATORY CAUSES OF ACTION FOR ENVIRONMENTAL CONTAMINATION AT, IN, OR UNDER THE PROPERTY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE AGREEMENTS OF BUYER SET FORTH IN THIS SUBPARAGRAPH 8B SHALL BE DEEMED REAFFIRMED AS OF THE CLOSE OF ESCROW AND SHALL SURVIVE THE CLOSE OF ESCROW AND SHALL NOT BE MERGED THEREIN. BUYER IS FAMILIAR WITH, AND HEREBY WAIVES ITS RIGHTS, IF ANY, UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

**BUYER INDICATES ITS ACKNOWLEDGMENT OF THE FOREGOING PROVISIONS OF SUBPARAGRAPHS BY INITIALING BELOW:**

**BUYER:** 

8. **TITLE:** Buyer acknowledges receipt and examination of Escrow Holder's Preliminary Title Report dated June 21, 2018 (First American Title Company Order # NCS-913383-SC). Buyer shall take fee title to the Property by quitclaim deed subject to any and all unpaid taxes, assessments, easements, rights of way, restrictions, reservations, conditions, deeds of trust, liens and encumbrances thereon and subject to all exceptions shown on said Preliminary Report and, in addition to exceptions shown, any matters affecting the condition of title approved by Buyer in writing or created by or through the acts or omissions of Buyer, its agents, employees, or contractors. Upon Close of Escrow, Buyer, at Buyer's option, shall cause Escrow Holder to issue a CLTA or ALTA's owner's policy of title insurance in the amount of the Purchase Price, insuring that title to the Property is vested in Buyer. Buyer will pay and be solely responsible for, and shall hold the DISTRICT harmless from, all costs and expenses in connection with the acquisition and issuance of such policy of title insurance, including without limitation, all survey and engineering expenses, if any.
9. **POSSESSION:** Possession shall be delivered to Buyer upon Close of Escrow and recordation of the Quitclaim Deed.
10. **NOTICES:** All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered, sent by a commercial overnight courier service, or sent by certified mail, postage prepaid, return receipt required, to the following addresses:

**DISTRICT:** S. Turner  
Real Estate Services Unit Manager  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118

**With a copy to:** District Counsel's Office  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118

**Buyer:** Michael and Christy Akatiff  
22002 Lindy Lane  
Cupertino, CA 95014

**With a copy to:** Matteoni, O'Laughlin & Hechtman  
848 The Alameda  
San Jose, California 95126  
Attn: Bradley Matteoni

And a copy to: Richard Watkins  
Ann MacLeod, Esq.  
c/o TMG Partners  
100 Bush Street, 26<sup>th</sup> floor  
San Francisco, CA 94104

Said addresses may be changed from time to time by notice to the other party as provided for in this section.

11. **NO BROKERS; NO COMMISSION:** Buyer represents that it has not entered into any agreement or incurred any obligation which might result in any obligation of the DISTRICT to pay a sales commission, brokerage commission or finder's fee on this transaction to any person or entity. Buyer shall indemnify, defend and hold harmless DISTRICT from claims, demands, or judgments arising by reason of any breach of the terms of this paragraph. The obligations of this paragraph shall survive Close of Escrow.
12. **RIGHT OF ENTRY:** During the Due Diligence Period, Buyer and its designated agents and independent contractors shall have the right to enter on the Property to the extent necessary for the purpose of conducting tests, engineering studies, and investigations. Prior to entering the Property, Buyer agrees to submit evidence satisfactorily to DISTRICT of at least TWO MILLION DOLLARS (\$2,000,000) of liability insurance naming DISTRICT as an additional insured. Buyer shall conduct such inspections, tests, studies, and investigations in such a manner as shall comply with all applicable laws and regulations, avoid damage to the Property, and minimize any interference with any occupant, tenant, or user of the Property. Buyer agrees to repair any damage it or its agents or independent contractors shall cause to the Property, keep the Property free and clear of any liens. Buyer shall indemnify, defend, and hold DISTRICT harmless from and against any and all claims, demands, costs, expenses, damages, losses, attorney's fees and liabilities (including, but not limited to, claims of mechanics' liens) incurred or sustained by DISTRICT as a result of or in connection with any acts of Buyer, its agents, employees, or independent contractors pursuant to the right granted by this paragraph.
13. **DOCUMENTS RELATED TO PROPERTY:** At DISTRICT's request, Buyer shall provide DISTRICT with copies of any final reports, test, studies, surveys, engineering plans and specifications and architectural drawings and specifications regarding the Property prepared by or on behalf of Buyer promptly upon their finalization or, if DISTRICT requests these in writing, within ten (10) business days following any such request or upon a termination of this Agreement for any reason. DISTRICT agrees that Buyer shall make no representations or warranties regarding the accuracy or completeness of any such materials, nor shall Buyer assume any liability with respect to any matter or information referred to or contained in such materials, nor shall DISTRICT have any claim against Buyer or any consultant or contractor of Buyer arising out of such materials. All such materials shall be subject to the proprietary rights of the consultant or contractor that prepared them and any limitations on use imposed by them.
14. **TIME OF THE ESSENCE:** Time is of the essence of this Agreement as to each and every provision hereof.



15. **ENTIRE AGREEMENT:** This Agreement represents the entire and integrated agreement of the parties hereto. Both parties hereto expressly acknowledge, warrant, and understand that there are no statements, representations, inducements, or agreements made by or between the parties hereto or their respective agents and representatives, except as expressly set forth herein. No amendment, supplement or termination hereof shall be valid except by way of a writing subscribed by the parties hereto.
16. **DUPLICATE ORIGINALS:** This Agreement may be executed in one (1) or more duplicate originals, each of which shall be deemed an original for all purposes.
17. **HEADINGS:** The section and subsection headings used in this Agreement are for convenience of reference only. They shall not be construed to limit or extend the meaning of any part of this Agreement and shall not be deemed relevant in resolving any questions or interpretation or construction of any section of this Agreement.
18. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. Buyer may assign or transfer this Agreement or any interest, right, or obligation in this Agreement to any third party with DISTRICT's prior written consent, which shall not be unreasonably withheld; provided, however, DISTRICT's prior written consent shall not be required if Buyer's assignment is to a third party that has acquired fee title, demonstrated by a recorded deed, to the portion of APN 259-25-061 (currently owned by Buyer) that is adjacent to the Property. Notwithstanding such assignment or transfer by BUYER to a third party, BUYER shall continue to be fully liable for its obligations under this Agreement until such obligations are fulfilled. Any such assignment or transfer by Buyer other than as permitted above shall be null and void.
19. **GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of California.
20. **SEVERABILITY:** In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of such provision shall not be affected thereby.
21. **LEGAL EFFECT OF DOCUMENT:** No representation, warranty or recommendation is made by DISTRICT, Buyer, their respective agents, employees or attorneys regarding the legal sufficiency, legal effect, or tax consequences of this Agreement or the transaction, and each signatory is advised to submit this Agreement to his or her attorney before signing it.
22. **ATTORNEY'S FEES:** in the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and attorneys' fees.
23. **RECORDING QUITCLAIM ON TERMINATION OF AGREEMENT:** If this Agreement is terminated in accordance with its terms prior to the Close of Escrow, Buyer agrees, if



requested by DISTRICT, to execute, acknowledge, and deliver a quitclaim deed to DISTRICT within five (5) business days after termination and to execute, acknowledge, and deliver any other documents required by any title company to remove any cloud from the Property.

*[signatures on following page]*

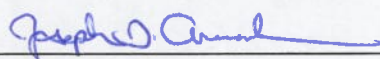
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

DISTRICT:

\_\_\_\_\_  
Norma J. Camacho  
Chief Executive Officer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Joseph D. Aranda  
Assistant District Counsel

BUYER:

MICHAEL G. AKATIFF AND CHRISTY D. AKATIFF,  
TRUSTEES OF THE MICHAEL G. AKATIFF AND  
CHRISTY D. AKATIFF REVOCABLE TRUST

By:

  
\_\_\_\_\_  
Michael G. Akatiff, Trustee

By:

  
\_\_\_\_\_  
Christy D. Akatiff, Trustee

Date: 9 / 13, 2018

## **EXHIBIT A**

### **DESCRIPTION OF PROPERTY**

Real property in the City of San Jose, County of Santa Clara, State of California, described as follows: BEING A PORTION OF THE LANDS DESCRIBED AS "PARCEL FOUR" AND PARCEL FIVE" IN THE DEED RECORDED DECEMBER 03, 1991 AS INSTRUMENT NO. 11150551 IN BOOK L950, PAGE 1714 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, TO WIT:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF AUTUMN STREET, DISTANT THEREON NORTH 40° 35' 00" WEST, 318.50 FEET FROM THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF AUTUMN STREET WITH THE NORTHWESTERLY LINE OF HOWARD STREET, SAID POINT BEING THE MOST WESTERLY CORNER OF SAID "PARCEL FOUR"; THENCE ALONG THE NORTHWESTERLY LINES OF SAID "PARCEL FOUR" AND "PARCEL FIVE" AS DESCRIBED IN SAID DEED, NORTH 49° 25' 00" EAST, 59.00 FEET; THENCE CONTINUING ALONG SAID LINE NORTH 71° 55' 00" EAST, 241.91 FEET; THENCE CONTINUING ALONG SAID LINE NORTH 60° 24' 00" EAST, 145.74 FEET; THENCE LEAVING SAID LINE, SOUTH 22° 27' 16" EAST, 25.99 FEET; THENCE SOUTH 65° 03' 45" WEST, 42.65 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 673.26 FEET, THROUGH A CENTRAL ANGLE OF 06° 40' 00" FOR AN ARC DISTANCE OF 78.34 FEET; THENCE SOUTH 71° 43' 45" WEST, 27.82 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2970.00 FEET, THROUGH A CENTRAL ANGLE OF 03° 34' 39" FOR AN ARC DISTANCE OF 185.44 FEET TO A POINT OF COMPOUND CURVATURE THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 11° 02' 16" FOR AN ARC DISTANCE OF 105.95 FEET TO A POINT ON THE NORTHEASTERLY LINE OF AUTUMN STREET; THENCE ALONG SAID LINE NORTH 40° 35' 00" WEST, 8.32 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE PARCEL ALL THOSE PORTIONS OF THE LAND GRANTED TO THE CITY OF SAN JOSE, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA IN THOSE GRANT DEEDS RECORDED DECEMBER 01, 2008 AS INSTRUMENT NO. 20056603, 20056604 AND 20056605 AND IN QUITCLAIM DEED RECORDED OCTOBER 11, 2013 AS INSTRUMENT NO. 22412567, ALL OF OFFICIAL RECORDS.

APN: 259-25-054

**EXHIBIT B**  
**QUITCLAIM DEED**

*[see attached]*



**AFTER RECORDING RETURN TO:**

**Michael G. Akatiff and  
Christy D. Akatiff**  
22002 Lindy Lane  
Cupertino, CA 95014

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**APN: 259-05-254**

The Undersigned Grantor declares: DOCUMENTARY TRANSFER TAX: \$61.60; CITY TRANSFER TAX: \$184.80

SURVEY MONUMENT FEE: \$0.

☒ Computed on the consideration or value of property conveyed; OR

☐ Computed on the consideration or value less liens or encumbrances remaining at time of sale.

☐ unincorporated area; ☐ City of San Jose, and

EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER  
GOVERNMENT CODE 27388.1(a)(2)

**DOCUMENT NO.: 3015-386.4**

**QUITCLAIM DEED**

**SANTA CLARA VALLEY WATER DISTRICT**, a Special District, created by the California Legislature, which acquired title as Santa Clara Valley Water District, a public corporation, does hereby remise, release and forever quitclaim to **MICHAEL G. AKATIFF and CHRISTY D. AKATIFF, Trustees of the Michael G. Akatiff and Christy D. Akatiff Revocable Trust**, any and all right, title and interest in the following described real property in the City of San Jose, County of Santa Clara, State of California:

SEE attached **Exhibit A**, which is incorporated herein by reference.

Dated this                      day of                      , 20

**SANTA CLARA VALLEY WATER  
DISTRICT**

By: \_\_\_\_\_  
Norma J. Camacho,  
Chief Executive Officer

Attest: Michele L. King, CMC

By: \_\_\_\_\_  
Clerk/Board of Directors

**MAIL TAX STATEMENTS TO: SAME AS ABOVE**

**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: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION

Real property in the City of San Jose, County of Santa Clara, State of California, described as follows:

BEING A PORTION OF THE LANDS DESCRIBED AS "PARCEL FOUR" AND "PARCEL FIVE" IN THE DEED RECORDED DECEMBER 03, 1991 AS INSTRUMENT NO. 11150551 IN BOOK L950, PAGE 1714 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, TO WIT:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF AUTUMN STREET, DISTANT THEREON NORTH 40° 35' 00" WEST, 318.50 FEET FROM THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF AUTUMN STREET WITH THE NORTHWESTERLY LINE OF HOWARD STREET, SAID POINT BEING THE MOST WESTERLY CORNER OF SAID "PARCEL FOUR"; THENCE ALONG THE NORTHWESTERLY LINES OF SAID "PARCEL FOUR" AND "PARCEL FIVE" AS DESCRIBED IN SAID DEED, NORTH 49° 25' 00" EAST, 59.00 FEET; THENCE CONTINUING ALONG SAID LINE NORTH 71° 55' 00" EAST, 241.91 FEET; THENCE CONTINUING ALONG SAID LINE NORTH 60° 24' 00" EAST, 145.74 FEET; THENCE LEAVING SAID LINE, SOUTH 22° 27' 16" EAST, 25.99 FEET; THENCE SOUTH 65° 03' 45" WEST, 42.65 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 673.26 FEET, THROUGH A CENTRAL ANGLE OF 06° 40' 00" FOR AN ARC DISTANCE OF 78.34 FEET; THENCE SOUTH 71° 43' 45" WEST, 27.82 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2970.00 FEET, THROUGH A CENTRAL ANGLE OF 03° 34' 39" FOR AN ARC DISTANCE OF 185.44 FEET TO A POINT OF COMPOUND CURVATURE THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 11° 02' 16" FOR AN ARC DISTANCE OF 105.95 FEET TO A POINT ON THE NORTHEASTERLY LINE OF AUTUMN STREET; THENCE ALONG SAID LINE NORTH 40° 35' 00" WEST, 8.32 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE PARCEL ALL THOSE PORTIONS OF THE LAND GRANTED TO THE CITY OF SAN JOSE, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA IN THOSE GRANT DEEDS RECORDED DECEMBER 01, 2008 AS INSTRUMENT NO. 20056603, 20056604 AND 20056605 AND IN QUITCLAIM DEED RECORDED OCTOBER 11, 2013 AS INSTRUMENT NO. 22412567, ALL OF OFFICIAL RECORDS.

APN: 259-25-054

*First American Title Insurance Company*

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