

**RELINQUISHMENT OF HALE AVENUE AND CONVEYANCE AGREEMENT  
BETWEEN THE COUNTY OF SANTA CLARA, CITY OF MORGAN HILL AND  
SANTA CLARA VALLEY WATER DISTRICT**

This RELINQUISHMENT OF HALE AVENUE AND CONVEYANCE AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA, CITY OF MORGAN HILL AND SANTA CLARA VALLEY WATER DISTRICT ("Agreement") is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and among the County of Santa Clara, a political subdivision of the State of California, with its principal offices located at 70 West Hedding Street, East Wing, San Jose, California, 95110 hereinafter referred to as "COUNTY", the City of Morgan Hill, a municipal corporation of the State of California primarily located at 17575 Peak Avenue, Morgan Hill, CA 95037, hereinafter referred to as "CITY", and the Santa Clara Valley Water District, a special district organized and existing under the laws of the State of California located at 5750 Almaden Expressway, San Jose, California 95118, hereinafter referred to as "VALLEY WATER", and together referred to as "PARTIES" and individually as "PARTY"

**RECITALS**

- A. WHEREAS, COUNTY through adoption of a Board of Supervisors Resolution BOS-2014-113 on September 23, 2014 ("2014 Resolution") relinquished a portion of Hale Avenue between West Dunne Avenue and Llagas Avenue to the CITY, retaining for the COUNTY the portion of the Hale Avenue right of way that is currently used to convey storm water flows within existing West Branch Little Llagas Creek ("Hale Avenue/West Branch Little Llagas Creek Portion" or "Property"). A true and correct copy of the 2014 Resolution (with its associated Exhibits A and B and C) is attached hereto as **EXHIBIT 1**; and
- B. WHEREAS, the COUNTY now intends to recommend adoption of a resolution of the Board of Supervisors relinquishing the Hale Avenue/West Branch Little Llagas Creek Portion to the CITY ("2019 Relinquishment") as set forth in the attached **EXHIBIT 2**. The 2019 Relinquishment will include the areas previously described in the 2014 Resolution in Exhibits "A" and "B" as portions of Hale Avenue to be retained between West Main Avenue to north of Wright Avenue. These areas include the existing Hale Avenue/West Branch Little Llagas Creek Portion currently serving to convey storm water flows through portions of the CITY as contemplated in the 2019 Relinquishment (EXHIBITS 1 and 2); and
- C. WHEREAS, VALLEY WATER has plans to construct a federally sponsored Llagas Creek Flood Protection Project ("Project") within the Hale Avenue/West Branch Little Llagas Creek Portion that will replace an unimproved open ditch with underground drainage structures to provide a one percent level of flood protection; and

- D. WHEREAS, VALLEY WATER and CITY shall enter into a maintenance agreement ("Maintenance Agreement") for the PROJECT, including but not limited to the Hale Avenue/West Branch Little Llagas Creek Portion and execution of the Maintenance Agreement shall constitute a condition precedent for consideration by the Board of Supervisors of the 2019 Relinquishment; and
- E. WHEREAS, the PARTIES acknowledge the Maintenance Agreement shall expire in accordance with the terms and conditions described in the Maintenance Agreement; and
- F. WHEREAS, VALLEY WATER has an existing easement and the maintenance responsibilities for a separate (unrelated to the Project) street storm drainage facility between Alta Vista Way and Highland Drive, San Jose CA, as shown in Record of Survey 616/34 along the northwest side of the lots shown in the Assessor's map as 612-01-026 (Valley Water File No. 4029-09) and 612-01-015 (Valley Water File No. 4029-10) as depicted in **EXHIBIT 3 and EXHIBIT 4** attached hereto ("Valley Water's Easements"); and
- G. WHEREAS, VALLEY WATER desires to quitclaim all its rights pertaining to the Valley Water's Easements to the COUNTY and COUNTY is willing to accept those rights, and
- H. WHEREAS, PARTIES acknowledge all property rights to be relinquished, conveyed, agreed to and permitted in this Agreement shall be collectively hereinafter referred to as the ("Properties"); and individually as the ("Property"), and
- I. WHEREAS, VALLEY WATER may determine that any real property, or interest therein, held by the VALLEY WATER that is no longer necessary to be retained for the uses and purposes thereof, may thereafter be sold, leased, or otherwise disposed of pursuant to Section 31 of the California Water Code, Appendix Chapter 60 ("District Act").

**NOW THEREFORE**, the PARTIES agree as follows:

#### **AGREEMENT**

Subject to each of the PARTIES governing bodies' approval, the PARTIES now agree to relinquish and convey their existing rights to the Properties in accordance with the terms and conditions set forth in this Agreement. This shall constitute full and final consideration for the relinquishment, conveyance, maintenance agreement discussed above. The representations and warranties given by the PARTIES in this Agreement, and all obligations under this Agreement shall survive the delivery and recording of the 2019 Relinquishment, if approved by Board of Supervisors, and delivery and recording of the quitclaim deed for the Valley Water's Easements.

1. Responsibilities of PARTIES regarding the Properties.

- a) Upon Board of Supervisors' approval of this Agreement and the 2019 Relinquishment, PARTIES agree that the 2019 Relinquishment shall transfer the Hale Avenue/West Branch Little Llagas Creek Portion as depicted in Exhibit "A" and "B" of the 2014 Resolution and CITY hereby accepts such conveyance.
- b) Prior to or at the time of execution of this Agreement, CITY and VALLEY WATER will execute a Maintenance Agreement covering operations and maintenance of the PROJECT.
- c) Upon execution of this Agreement and the recording and acceptance of the quitclaim deeds from VALLEY WATER to COUNTY as shown in the attached **EXHIBIT 3** and **EXHIBIT 4**, PARTIES agree the Valley Water's Easements shall be conveyed to the COUNTY, and COUNTY hereby accepts such conveyance.
- d) Within 60 calendar days from the recording and acceptance of the quitclaim deeds from VALLEY WATER to COUNTY of the Valley Water's Easements, VALLEY WATER shall pay to COUNTY a onetime lump sum payment of \$13,500 to reimburse the COUNTY for the VALLEY WATER's share of one-half the estimated construction repair costs for the Alta Vista Way-Highland Drive existing storm drain repair project, and this amount shall constitute full and final consideration for VALLEY WATER's share of construction costs for the repair project regardless of the final actual amount of the construction repair costs. The lump sum payment amount is based on COUNTY's maintenance staff estimate of \$27,000 to replace the remaining portions of the existing underground corrugated metal storm drain, within both Valley Water's easement and existing COUNTY right of way that were not replaced/repared by VALLEY WATER in 2011.

2. No Monetary Liens or No New Liens.

PARTIES agree to:

- a) convey their respective Properties free of all mortgages, deeds of trust, mechanics' liens, and all other monetary liens, and
- b) not cause or permit any new liens, covenants, conditions, restrictions, easements or any other matter to encumber title to their respective properties by record or otherwise except for matters which do not materially interfere with the use and occupancy of the rights-of way and easements or affect the value of the rights-of way or easements after full execution of this Agreement.

3. Escrow and Recording of Deeds, Documents and Real Property Taxes.

No later than sixty (60) days from the Effective Date of this Agreement, PARTIES shall deliver to Old Republic Title Company, located at 8060 Santa Teresa Blvd., Suite 100, Gilroy, CA 95020, Escrow Officer Randy Romriell (Escrow Holder), the executed documents and 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 Agreement. The Escrow Holder shall close the escrow and record the 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 the Valley Water's Easements, insuring that it be free and clear of all monetary liens.

COUNTY shall record the 2019 Relinquishment in the Official Records of Santa Clara County and deliver a conformed copy to Escrow Holder prior to the Closing Date

VALLEY WATER 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. Personal Property.

Prior to close of escrow, PARTIES shall, at their sole expense, remove or cause to be removed from the respective Properties any and all personal property, trash, rubbish, and any other materials. The PARTIES hereby waive any damages relating to the loss or destruction of any such personal property or other materials remaining on the Properties at the time of transfer.

5. Representations and Warranties.

Each Party, on behalf of itself and the Properties it currently owns, makes the following representations and warranties:

(a) Authority. Each PARTY represents and warrants, as of the date of execution of this Agreement (i) that it has full legal right, power and authority to execute and fully perform its obligations under this Agreement and (ii) that the persons executing this Agreement and other documents required hereunder are authorized to do so.

(b) Indemnification. Each PARTY hereby agrees to indemnify, defend and hold harmless the other (including the COUNTY and its elected officials, officers, agents and employees, VALLEY WATER's elected officials, officers, agents, and employees, and the CITY's elected officials, officers, agents, and employees) from and against any and all obligations, liabilities, claims, demands, damages, costs and expenses (including without limitation reasonable attorneys' fees and costs) relating to the Properties each PARTY is relinquishing or conveying, arising out of or in connection with any act, omission, matter or condition or event that takes place or exists on or before the relinquishment or conveyance of the Properties; or resulting from any breach by a PARTY of its

representations, warranties or covenants contained in this Agreement and/or its obligations under this Agreement.

(c) Real Estate Commissions. Each PARTY represents and warrants to the other PARTY that no brokers or finders have been employed or are entitled to a commission or compensation in connection with this transaction as a result of the action or Agreement of the indemnifying PARTY. Each PARTY agrees to indemnify, hold harmless, protect and defend the other PARTY (including its elected officials, officers, agents and employees) from and against any obligation or liability to pay any such commission or compensation payable to any other brokers arising from the acts or execution of the Agreement of the indemnifying PARTIES.

(d) Survival of Warranties and Obligations. The representations and warranties given by the PARTIES in this Agreement, and all obligations under this Agreement shall survive the delivery of the Properties to the PARTIES.

6. Conditions to Effectiveness.

This Agreement shall not be binding or effective against the PARTIES until each governing body has adopted a resolution or taken other legally required actions, approving this Agreement and authorizing its execution.

7. Possession.

Possession of the Properties shall be delivered within 10 calendar days after recordation of the 2019 Relinquishment and quitclaim deeds for Valley Water's Easements.

8. Release.

COUNTY, CITY, and VALLEY WATER hereby waive, release, acquit, and forever discharge each other to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, compensation, attorneys' fees, consultants' fees and costs and expert fees (collectively "Claims") whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or that may arise in the future because of or in any way growing out of or connected with the physical condition of the Properties or any law or regulation applicable thereto, including, without limitation, any Claim or matter (regardless of when it first appeared) relating to or arising from (i) the presence of any environmental problems, or the use, presence, storage, release, discharge, or migration of Hazardous Materials on, in, under or around the Property regardless of when such Hazardous Materials were first introduced in, on or about the Property, (ii) any patent or latent defects or deficiencies with respect to the Property, (iii) any and all matters related to the Property or any portion thereof, including without limitation, the condition and/or operation of the Property and each part thereof, and (iv) the presence, release and/or remediation of asbestos and asbestos containing materials in, on or about the Property regardless of when such asbestos and asbestos containing materials were first introduced in, on or about the Property. COUNTY, CITY, and VALLEY WATER hereby waive and agree not to commence any action, legal

proceeding, cause of action or suits in law or equity, of whatever kind or nature, including, but not limited to, a private right of action under the federal superfund laws, 42 U.S.C. Sections 9601 et seq. and California Health and Safety Code sections 25300 et seq. (as such laws and statutes may be amended, supplemented or replaced from time to time), directly or indirectly, against each other in connection with the Property, except matters arising from the fraud, intentional misrepresentation, or concealment by the PARTY to be released.

COUNTY, CITY, AND VALLEY WATER EXPRESSLY WAIVES THEIR RIGHTS GRANTED UNDER CALIFORNIA CIVIL CODE §1542 AND ANY OTHER PROVISION OF LAW THAT PROVIDES A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY IT WOULD HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Without limiting the foregoing, if COUNTY, CITY, or VALLEY WATER have prior actual knowledge of: (a) a default in any of the covenants, agreements or obligations to be performed by any other PARTY under this Agreement and/or (b) any breach or inaccuracy in any representation of any PARTY made or implied in this Agreement, and they nonetheless elect to proceed with the Property transfers described herein, then they shall be conclusively deemed to have waived any such default and/or breach or inaccuracy and shall have no claim against any other PARTY or hereunder with respect thereto.

COUNTY, CITY, and VALLEY WATER have each initialed this Section 8 to further indicate their awareness and acceptance of each and every provision of this Section. The provisions of this Section shall survive the close of escrow.

County's Initials: \_\_\_\_\_ City's Initials: \_\_\_\_\_ Valley Water's Initials: \_\_\_\_\_

9. General Provisions.

- (a) Counterparts. This Agreement may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one Agreement after each PARTY has signed such a counterpart.
- (b) Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the PARTIES with respect to the relinquishment and conveyance of the 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 Agreement and the intentions of the PARTIES.

- (d) Governing Law/Venue. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California. Any action brought to enforce this Agreement shall be initiated in the County of Santa Clara, California.
- (e) Modification Waiver. No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by the PARTIES.
- (f) Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (g) Successors. All terms of this 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 Agreement shall be the date upon which the last approval has been granted by the PARTIES respective governing body and this Agreement has been executed by the authorized representative of each of the PARTIES.

10. Notices.

All correspondence relating to the Agreement, including all notices required shall be delivered by first class mail addressed to the appropriate PARTY at the following addresses:

COUNTY: Harry Freitas, Director  
County of Santa Clara Roads and Airports  
101 Skyport Drive  
San Jose, CA 95110-1302

CITY: Christina Turner, City Manager  
City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037

VALLEY WATER: Norma J. Camacho, Chief Executive Officer  
Valley Water  
5750 Almaden Expressway  
San Jose, CA 95118

With copy to:  
Real Estate Services Unit Manager  
Valley Water  
5750 Almaden Expressway  
San Jose, CA 95118

## 11. Exhibits

- Exhibit 1: Board of Supervisors September 23, 2014 Resolution BOS-2014-113 (2014 Resolution)
- Exhibit 2: Portions of Hale Avenue between West Main Avenue to north of Wright Avenue retained by County from 2014 Resolution (2019 Relinquishment)
- Exhibit 3: Valley Water Easement, Assessor's map 612-01-015 (File No. 4029-09)
- Exhibit 4: Valley Water Easement, Assessor's map as 612-01-015 (File No. 4029-10)

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IN WITNESS WHEREOF, the PARTIES have executed the Agreement the day and year set forth above.

COUNTY OF SANTA CLARA, a political  
subdivision of the State of California

\_\_\_\_\_  
S. JOSEPH SIMITIAN, President  
Board of Supervisors

Date: \_\_\_\_\_  
Signed and certified that a copy of this  
document has been delivered by electronic  
or other means to the President, Board of Supervisors.  
Attest:

\_\_\_\_\_  
TIFFANY LENNEAR  
Assistant Clerk of the Board of Supervisors

Approved as to form and legality:

\_\_\_\_\_  
CHRISTOPHER R. CHELEDEN  
Lead Deputy County Counsel

***////SIGNATURES FOLLOW ON NEXT PAGE////***

CITY:

CITY OF MORGAN HILL, a Municipal Corporation of the State of California

By: \_\_\_\_\_

Christina Turner  
City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Michelle Wilson  
Deputy City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Donald Larkin  
City Attorney

***////SIGNATURES FOLLOW ON NEXT PAGE////***

VALLEY WATER:

VALLEY WATER, a Special District of the State of California

By: \_\_\_\_\_

Norma J. Camacho  
Chief Executive Officer

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Brian Hopper  
Senior Assistant Counsel

RECORDING REQUESTED BY

NAME: Santa Clara County Roads + Airports Dept.

WHEN RECORDED MAIL TO:

NAME: Santa Clara County Roads + Airports Dept.

ADDRESS: 101 Skyport Dr

CITY / STATE / ZIP: San Jose CA 95128

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

DOCUMENT: 22737720

Pages: 8



Fees.... \* No Fees  
Taxes....  
Copies....  
AMT PAID

REGINA ALGOMENDRAS  
SANTA CLARA COUNTY RECORDER  
Recorded at the request of  
County Agency

RDE # 026  
10/09/2014  
12:12 PM

(SPACE ABOVE FOR RECORDER'S USE)

Resolution of the Board of Supervisors of the County of  
Santa Clara Relinquishing Hale Avenue to the City of Morgan Hill  
(DOCUMENT TITLE)

RESOLUTION BOS-2014-113

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA RELINQUISHING HALE AVENUE TO THE CITY OF MORGAN HILL**

**WHEREAS**, Article 5 (commencing with section 1720) of Chapter 9 of Division 2 of the Streets and Highways Code provides a city street within a county may be declared a county highway to be laid out, acquired, constructed and maintained with the consent of the city; and

**WHEREAS**, on September 24, 1962, acting pursuant to section 1721 of the Streets and Highways Code, the Board of Supervisors declared Hale Avenue between West Dunne Avenue and Llagas Avenue within the City of Morgan Hill to be a county highway for improvement under the 1961 County Highway Bond Program; and

**WHEREAS**, on October 10, 1962, acting pursuant to section 1722 of the Streets and Highways Code, the Morgan Hill City Council consented to the establishment of Hale Avenue as a county highway; and

**WHEREAS**, pursuant to section 1731 of the Streets and Highways Code, the Board of Supervisors may relinquish to a city any county highway or portion thereof located within the city; and

**WHEREAS**, having completed improvements to Hale Avenue, County desires to relinquish, and the City of Morgan Hill desires accept and maintain, the portion of Hale Avenue constituting a county highway (between West Dunne Avenue and Llagas Avenue) located with the City of Morgan Hill, with the exception of the drainage ditches also known as West Branch Little Llagas Creek, which will at a future date receive flood protection improvements as part of ongoing work by the Santa Clara Valley Water District, and County is agreeable to retaining the ditches until needed as part of the District's project.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors that in accordance with section 1731 of the Streets and Highways Code, the County hereby relinquishes to the City of Morgan Hill the county highway known as Hale Avenue (between Main Street and Llagas Avenue), more specifically described in Exhibits A, B, and C attached hereto and incorporated by reference.

**FURTHER, BE IT RESOLVED**, that the Clerk of the Board of Supervisors is directed to file a certified copy of this Resolution with the Office of the County Clerk-Recorder and upon recordation, all right, title and interest of County in and to Hale Avenue shall vest in the City of Morgan Hill and such highway shall constitute a city street.

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Resolution To Relinquish Portions of  
Hale Avenue, August 2014

Page 1

65716

SEP 23 2014

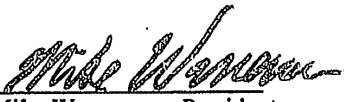
**FURTHER, BE IT RESOLVED**, that the Clerk of the Board of Supervisors is directed to file a certified copy of this Resolution with the Morgan Hill City Council.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on September 23, 2014, by the following vote:

AYES: Supervisors **CHAVEZ, CORTESE, SIMITIAN, WASSERMAN, YEAGER**

NOES: Supervisors **NONE**

ABSENT: Supervisors **NONE**

By:   
Mike Wasserman, President  
Board of Supervisors

Signed and certified that a copy of the document was delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

By:   
Lynn Regadan  
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

By:   
E. Ray Ruiz  
Deputy County Counsel

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**Portion of Hale Avenue to be retained between**  
**Main Avenue and Wright Avenue**  
**August 28, 2014**



County relinquishes to City of Morgan Hill all of Hale Avenue between Main Avenue and Wright Avenue, excepting that certain real property in the City of Morgan Hill, County of Santa Clara, State of California, described as follows:

Beginning at the most southerly corner of the Lands of Morgan Hill Unified School District as shown on that certain Record of Survey filed for record in Book 382 of Maps, Page 54, Santa Clara County Records, Santa Clara County, California; thence leaving said southerly corner North 34°52'00" West, 1419.00 feet along the northerly right of way line of Hale Avenue and its extension thereof as shown on said map and also shown on that certain map entitled Morgan Hill Ranch Number 3, filed for record in Book G of Maps, Page 20 and 21, Santa Clara County Records, Santa Clara County, California, to a point on said right of way line and also to the most westerly corner of Lot 16 as shown on that certain map entitled Breckenhauer Addition Tract Number 273, filed for record in Book 8 of Maps, Page 41, Santa Clara County Records, Santa Clara County, California; thence North 55°08'00" East, 12.00 feet along the northwesterly line of said lot to a point on said right of way line and also to the southerly corner of Lot 1 as shown on that certain map of Tract Number 3883 filed for record in Book 191 of Maps, Page 26, Santa Clara County Records, Santa Clara County, California; thence North 34°52'00" West, 367.30 feet along said right of way line to the lands of UHC 00381 Morgan Hill, L.P. as described in Document #19700670, Official Records of Santa Clara County, Santa Clara County, California; thence South 55°08'00" West, 12.00 feet along said lands and said right of way line; thence North 34°52'00" West, 197.00 feet along said lands and said right of way line; thence leaving said right of way line South 55° 08'00" West, 21.00 feet; thence South 34°52'00" East 1983.30 feet along a line that is parallel to and 12.00' northeasterly of the center line of Hale Avenue; thence North 55° 08'00" East, 21.00 feet to the **POINT OF BEGINNING**.

Containing 1.06 acres of land, more or less.

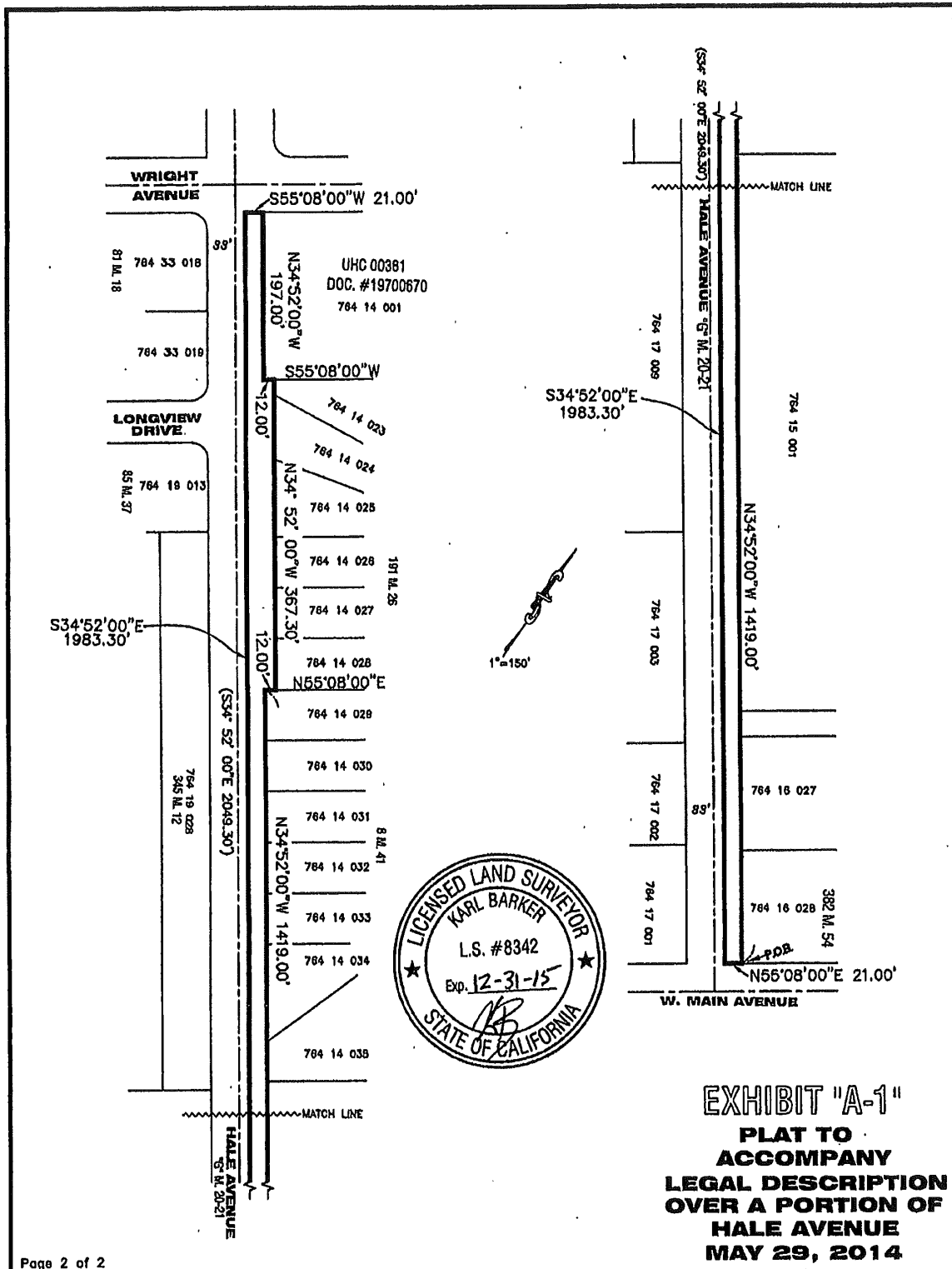
**SEE EXHIBIT "A-1" ATTACHED HERETO AND MADE A PART  
HEREOF.**

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

  
Karl Barker, P.L.S. #8342

8/28/14  
Date

Page 1 of 2





**EXHIBIT "B"**  
**Portion of Hale Avenue to be retained between**  
**Wright Avenue and Llagas Road**  
August 28, 2014

County relinquishes to City of Morgan Hill all of Hale Avenue between Wright Avenue and Llagas Road, excepting that certain real property in the City of Morgan Hill, County of Santa Clara, State of California, described as follows:

Beginning at the intersection of the centerline of Hale Avenue with the centerline of Wright Avenue as said centerlines are shown on that certain map entitled Morgan Hill Ranch Number 3, filed for record in Book G of Maps, Page 20 and 21, Santa Clara County Records, Santa Clara County, California; thence along said centerline of Hale Avenue North 34°52'00" West, 50.00 feet; thence leaving said centerline South 55°08'00" West, 17.00 feet to the **TRUE POINT OF BEGINNING** of this description; thence North 34°52'00" West, 675.00 feet along a line that is parallel to and 17.00 feet southwesterly of said centerline of Hale Avenue; thence South 55°08'00" West, 28.00 feet to the southwesterly right of way line of said Hale Avenue and also to the lands of Santa Clara Valley Water District as described in Document #7184441, Official Records of Santa Clara County, Santa Clara County, California; thence South 34°52'00" East, 65.00 feet along said lands and also along said right of way line to the lands of Manana Investors LLC as described in Document #18933892, Official Records of Santa Clara County, Santa Clara County, California; thence North 55°08'00" East, 12.00 feet along last said lands and said right of way line; thence South 34°52'00" East, 610.00 feet along said lands and said right of way line; thence North 55°08'00" East, 16.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.27 acres of land, more or less.

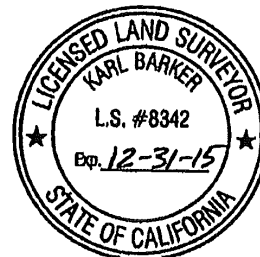
**SEE EXHIBIT "B-1" ATTACHED HERETO AND MADE A PART  
HEREOF.**

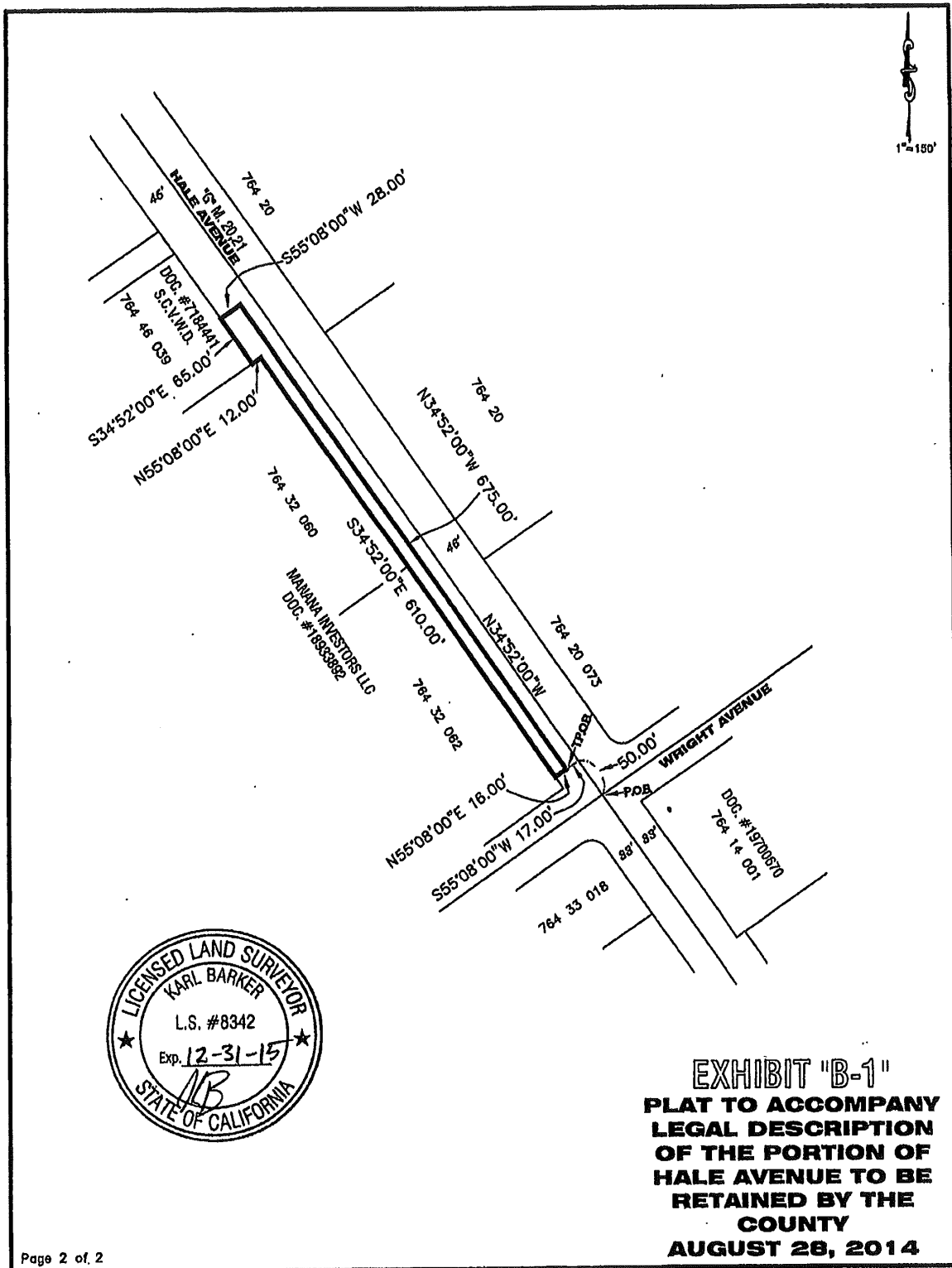
This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

  
Karl Barker, P.L.S. #8342

8/28/14  
Date

Page 1 of 2





The foregoing instrument is a correct copy of

ATTEST: Lynn Regadan  
Clerk of the Board

Ry: *[Signature]*

ATTEST: Lynn Regadan  
Clerk of the Board

By: Nick  
Deputy Clerk

10/3/14

**EXHIBIT 2**

**Quitclaim Grant Deed  
County to City**

**(2019 Relinquishment)**

RECORD WITHOUT FEE UNDER CALIFORNIA  
GOVERNMENT CODE SECTION 6103

AFTER RECORDING RETURN TO:  
CITY OF MORGAN HILL  
PUBLIC WORKS DEPARTMENT  
17555 PEAK AVENUE  
MORGAN HILL, CALIFORNIA 95037

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: Hale Avenue (portion)

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

\_\_\_\_\_  
Name, Title

DOCUMENT NO.: \_\_\_\_\_

## QUITCLAIM DEED

The County of Santa Clara, a political subdivision of the State of California, hereinafter  
"Grantor," does hereby release and quitclaim to the City of Morgan Hill, a municipal corporation  
of the State of California, hereinafter "Grantee," all that real property per State Highway Code  
Section 1731 in City of Morgan Hill, County of Santa Clara, State of California, described in  
Attachment A attached hereto.

Dated this       day of       , 20

\_\_\_\_\_  
GRANTOR: County of Santa Clara,  
a political subdivision of the State of California

By: \_\_\_\_\_

Its: \_\_\_\_\_

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA } SS

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

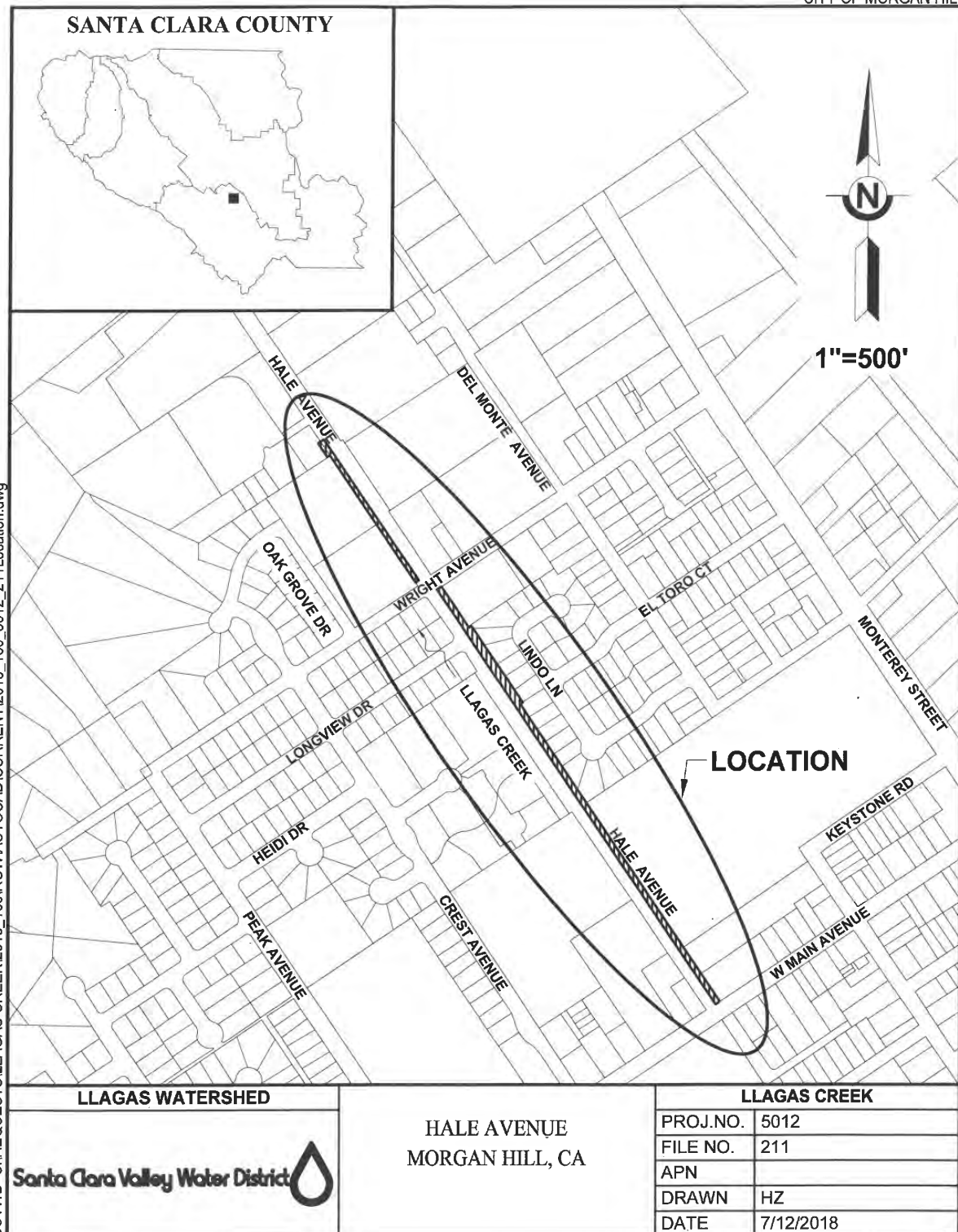
- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Trustee (s)          |
| <input type="checkbox"/> Corporate Officer(s): _____  | <input type="checkbox"/> Guardian/Conservator |
| <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/>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

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

**[INSERT HERE CITY OF MORGAN HILL  
CERTIFICATE OF CONSENT AND ACCEPTANCE]**

Attachment A  
(to EXHIBIT 2)  
Legal Plat and Description





SCWWD S:\REQUESTS\LLAGAS CREEK\2018\_160\ROW\AUTOCAD\CURRENT\2018\_160\_5012\_211\Location.dwg

**SANTA CLARA VALLEY WATER DISTRICT**  
SAN JOSE, CA 95118

PROJECT: LLAGAS CREEK

RESU FILE NO.: 5012-211

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MORGAN HILL, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF HALE AVENUE DESCRIBED AS FOLLOWS:

**PARCEL 1:**

**BEGINNING** AT THE MOST SOUTHERLY CORNER OF THE LANDS OF MORGAN HILL UNIFIED SCHOOL DISTRICT AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD IN BOOK 382 OF MAPS AT PAGE 54 IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA;

THENCE LEAVING SAID SOUTHERLY CORNER, NORTH 34°52'00" WEST, 1,419.00 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF HALE AVENUE AND ITS EXTENSION THEREOF AS SHOWN ON SAID RECORD OF SURVEY, TO THE MOST WESTERLY CORNER OF LOT 16 AS SHOWN ON THAT CERTAIN MAP ENTITLED BRECKENHAUER ADDITION TRACT NUMBER 273, FILED FOR RECORD IN BOOK 8 OF MAPS AT PAGE 41 IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 55°08'00" EAST, 12.00 FEET TO THE SOUTHERLY CORNER OF LOT 1 AS SHOWN ON THAT CERTAIN MAP OF TRACT NUMBER 3883 FILED FOR RECORD IN BOOK 191 OF MAPS AT PAGE 26 IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA;

THENCE ALONG THE EASTERLY LINE OF HALE AVENUE AS SHOWN ON SAID TRACT 3883, NORTH 34°52'00" WEST, 367.30 FEET TO THE SOUTHEASTERLY LINE OF THE LANDS OF UHC00381 MORGAN HILL, L.P. AS DESCRIBED IN DOCUMENT NUMBER 19700670 IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA;

THENCE ALONG SAID LINE, SOUTH 55°08'00" WEST, 12.00 FEET;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LANDS, NORTH 34°52'00" WEST, 197.00 FEET TO THE SOUTHEASTERLY LINE OF WRIGHT AVENUE;

THENCE SOUTH 55°08'00" WEST, 21.00 FEET;

THENCE ALONG A LINE THAT IS PARALLEL TO AND DISTANT 12.00 FEET NORTHEASTERLY OF THE CENTER LINE OF HALE AVENUE, SOUTH 34°52'00" EAST, 1,983.30 FEET;

THENCE NORTH 55°08'00" EAST, 21.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1.06 ACRES OF LAND, MORE OR LESS.

**PARCEL 2:**

**COMMENCING** AT THE INTERSECTION OF THE CENTERLINE OF HALE AVENUE WITH THE CENTERLINE OF WRIGHT AVENUE AS SAID CENTERLINES ARE SHOWN ON THAT CERTAIN MAP FILED FOR RECORD IN BOOK 855 OF MAPS AT PAGE 38 AND 39 IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA;

THENCE ALONG SAID CENTERLINE OF HALE AVENUE, NORTH 34°51'48" WEST, 50.00 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 55°08'00" WEST, 17.00 FEET TO THE **POINT OF BEGINNING**.

THENCE ALONG A LINE THAT IS PARALLEL TO AND 17.00 FEET SOUTHWESTERLY OF SAID CENTERLINE OF HALE AVENUE, NORTH 34°51'48" WEST, 675.00 FEET;

THENCE SOUTH 55°08'00" WEST, 28.00 FEET TO THE LANDS OF SANTA CLARA VALLEY WATER DISTRICT AS DESCRIBED IN DOCUMENT NUMBER 7184441, IN THE OFFICE OF THE RECORDER, SANTA CLARA COUNTY;

THENCE ALONG SAID LINE, SOUTH 34°51'48" EAST, 65.00 FEET;

THENCE NORTH 55°08'00" EAST, 12.00 FEET;

THENCE ALONG A LINE THAT IS PARALLEL TO AND 22.00 FEET NORTHEASTERLY OF THE LANDS OF SANTA CLARA VALLEY WATER DISTRICT AS DESCRIBED IN DOCUMENT NUMBER 23767910, IN THE OFFICE OF THE RECORDER, SANTA CLARA COUNTY, SOUTH 34°51'48" EAST, 610.00 FEET;

THENCE NORTH 55°08'00" EAST, 16.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.27 ACRES OF LAND, MORE OR LESS.

**BASIS OF BEARINGS:**

**PARCEL 1:**

BEARINGS ARE BASED ON AND IDENTICAL TO THAT RECORD OF SURVEY FILED IN BOOK 382 OF MAPS AT PAGE 54, IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

**PARCEL 2:**

BEARINGS ARE BASED ON AND IDENTICAL TO THAT CERTAIN TRACT MAP FILED IN BOOK 855 OF MAPS AT PAGE 38 AND 39, IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

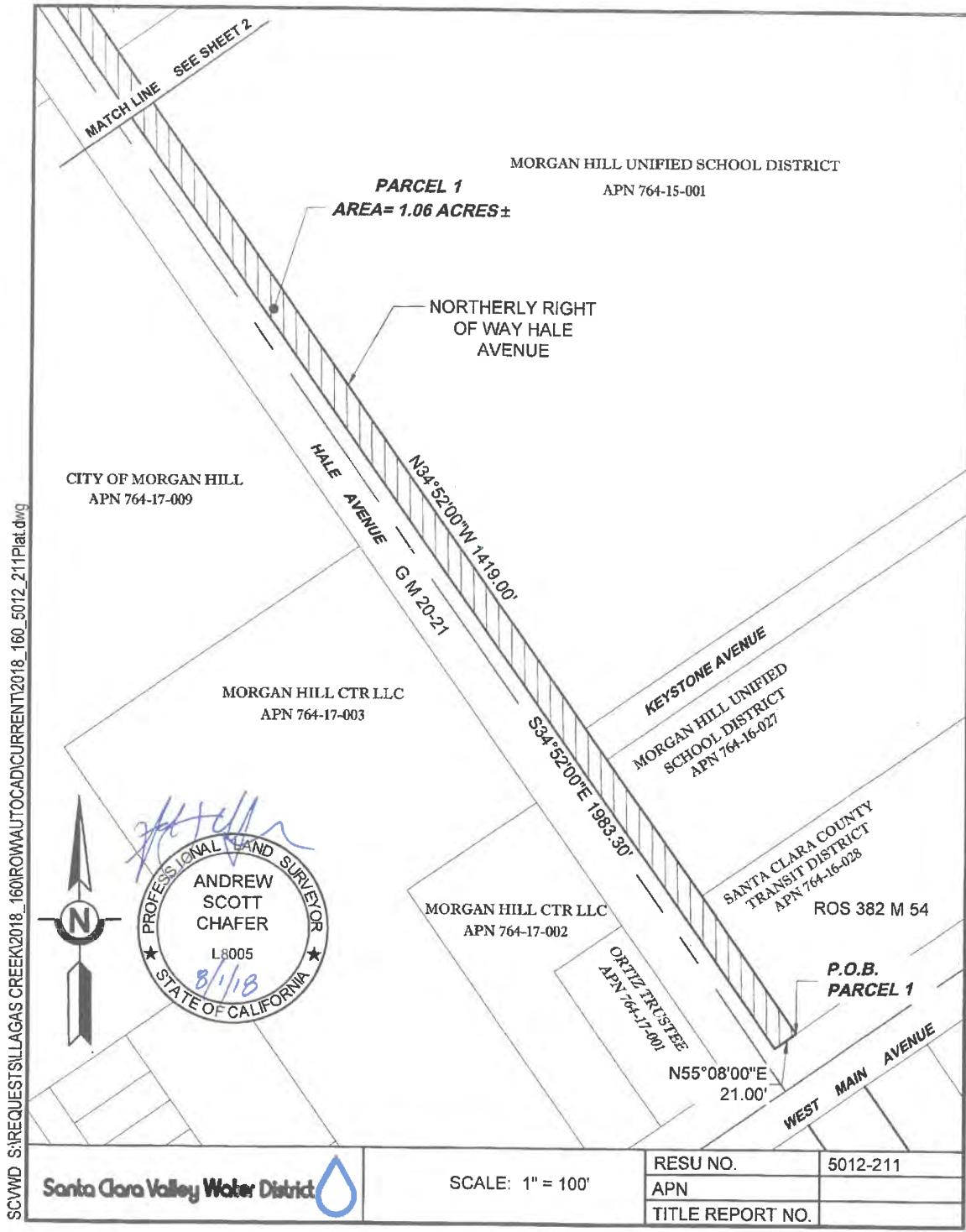
**SURVEYOR'S STATEMENT:**

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

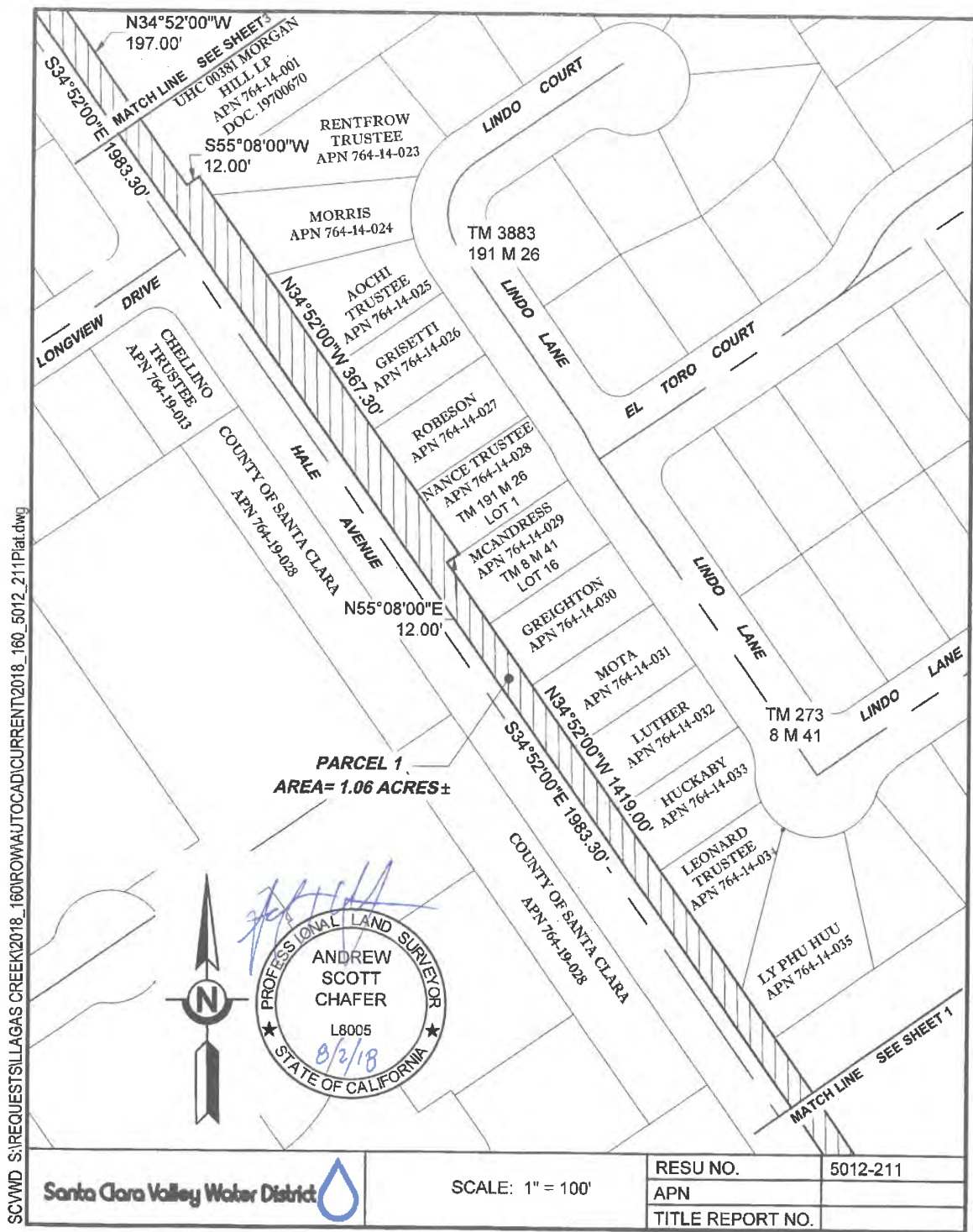
  
\_\_\_\_\_  
ANDREW S. CHAFER, PLS 8005

8/1/18  
Date





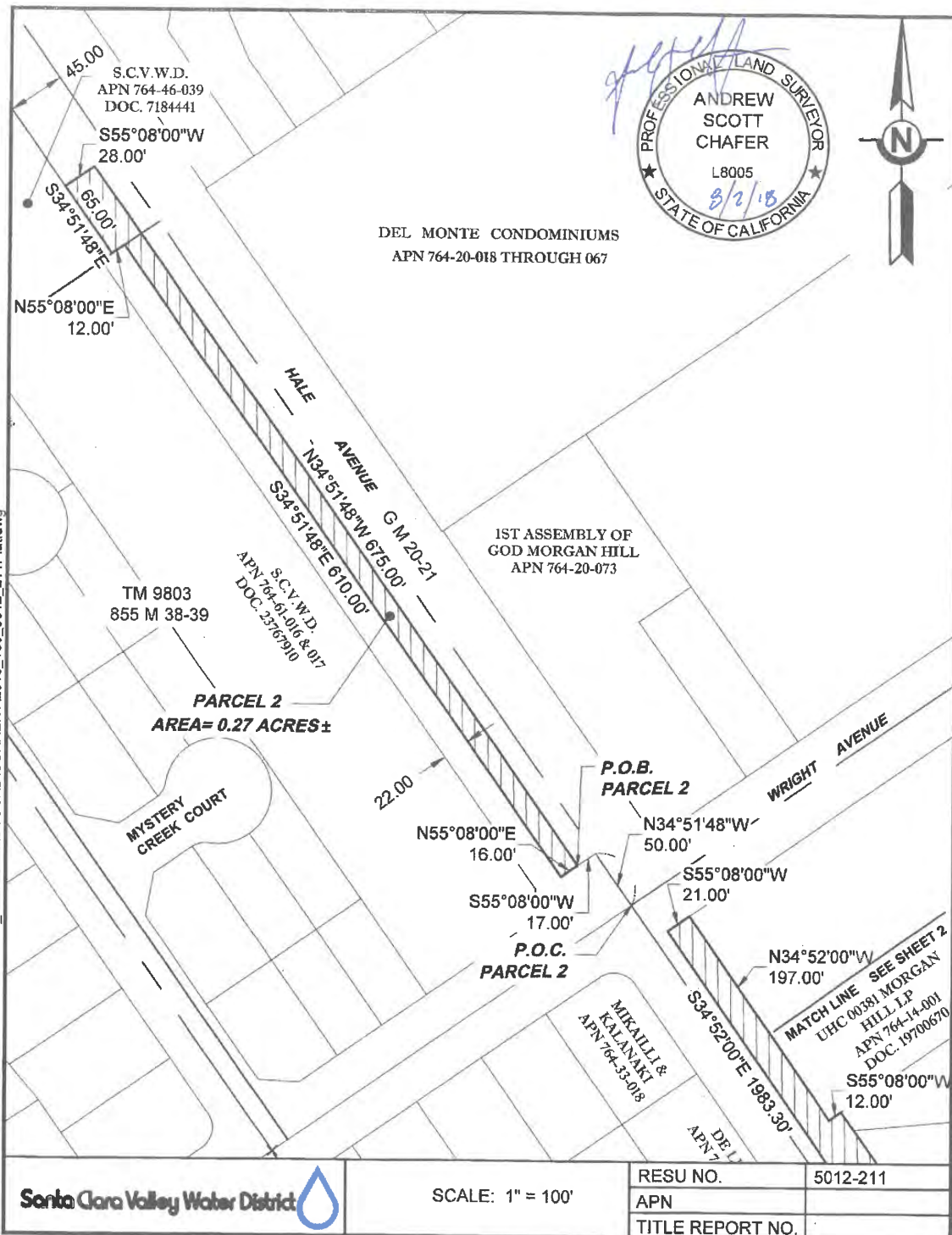
SHEET 1 OF 3



SCVWD S:\REQUESTS\LAGAS CREEK\2018\_160\ROW\AUTOCAD\CURRENT\2018\_160\_5012\_211\Plat.dwg



SC:WID S:\REQUESTS\LAGAS CREEK\2018\_160\ROW\AUTOCAD\CURRENT\2018\_160\_5012\_211\Plat.dwg



SHEET 3 OF 3

### **EXHIBIT 3**

#### **Quitclaim Deed Valley Water to County**



RECORD WITHOUT FEE UNDER CALIFORNIA  
GOVERNMENT CODE SECTION 6103

AFTER RECORDING RETURN TO:

COUNTY OF SANTA CLARA  
ROADS AND AIRPORTS DEPARTMENT  
REAL ESTATE SERVICES  
70 WEST HEDDING STREET  
SAN JOSE, CALIFORNIA 95110

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN's: 612-01-026 (portion)

District File Nos. 4029-09.1

## QUITCLAIM DEED

**SANTA CLARA VALLEY WATER DISTRICT**, a Special District, created by the California Legislature (Valley Water), hereinafter "Grantor," does hereby release and forever quitclaim to the County of Santa Clara, a division of the State of California, hereinafter, "GRANTEE", all its right, title and interest in that real property situated in the City of San Jose, County of Santa Clara, State of California, and shown and described in "Attachment A", attached hereto and made a part hereof.

Dated this                      day of                      , 20

**VALLEY WATER**

By:

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

Attest: Michele L. King, CMC

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

**ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA } SS

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said County and State

**CAPACITY CLAIMED BY SIGNER**

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

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

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

\_\_\_\_\_

**Certificate of Acceptance by Grantee  
(Government Code Section 27281).**

In accordance with Government Code Sec. 27281, this is to certify that the interest in real property conveyed by Santa Clara Valley Water District, in the foregoing Grant Deed to the County of Santa Clara, a political subdivision of the State of California, is hereby accepted pursuant to authority delegated by resolution of the Board of Supervisors of the County of Santa Clara on [Insert date of Director signature], and the County consents to the recordation thereof by its duly authorized officer.

By: \_\_\_\_\_  
Harry Freitas, Director  
Roads and Airports Department

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_, County Counsel

[NOTE: DIRECTOR'S SIGNATURE MUST BE NOTARIZED AS SEPARATE ATTACHMENT]

Attachment A  
(to EXHIBIT 3)  
Legal Plat and Description

**SANTA CLARA VALLEY WATER DISTRICT**  
San Jose, California

By: B. Snyder  
Date: 12/21/11

Date Revised:  
Revised By:

Checked by: \_\_\_\_\_ Date: \_\_\_\_\_

PROJECT: ALTA VISTA WAY & HIGHLAND DRIVE  
PROPERTY: SCVWD TO COUNTY OF SANTA CLARA

File No.: 4029-9.01

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

All those rights, title and interest granted to the Santa Clara County Flood Control and Water Conservation District, now known as Santa Clara Valley Water District, in the deed recorded as Document Number 1908702, in the office of the Recorder, County of Santa Clara, State of California, which lie within the following described parcel of land:

A strip of land 5 feet wide adjacent to and contiguous with the Northwesternly lot line of that certain parcel of land conveyed by Isabel B. DeKlotz and Fred W. DeKlotz to Bartie Savage, recorded in Book 4607, page 57 of Official Records, Santa Clara County.


Containing 0.013 acre of land, more or less.

**BASIS OF BEARING:**

Bearings are based on and identical to that certain map entitled, "AMENDED MAP OF EAST HIGHLANDS" filed in Book "W" of Maps at page 54 and 55, Santa Clara County Records.

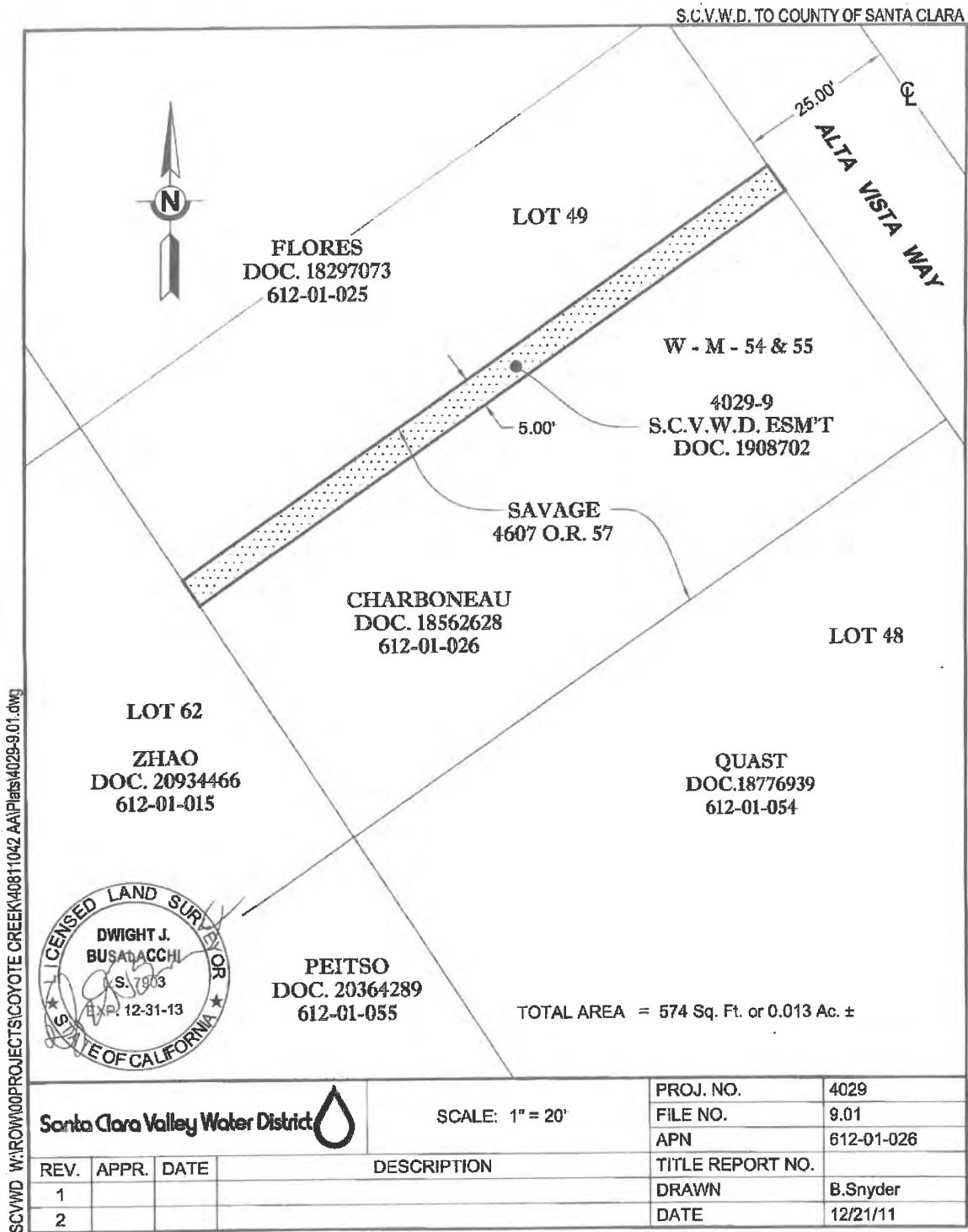
**SURVEYOR'S STATEMENT:**

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

  
Dwight J. Busalacchi, PLS7903

12/28/11  
Date





## **EXHIBIT 4**

### **Quitclaim Deed Valley Water to County**

RECORD WITHOUT FEE UNDER CALIFORNIA  
GOVERNMENT CODE SECTION 6103

AFTER RECORDING RETURN TO:

COUNTY OF SANTA CLARA  
ROADS AND AIRPORTS DEPARTMENT  
REAL ESTATE SERVICES  
70 WEST HEDDING STREET  
SAN JOSE, CALIFORNIA 95110

SPACE ABOVE THIS LINE FOR RECORDER'S USE

---

APN's: 612-01-015 (portion)

District File Nos. 4029-10.1

## QUITCLAIM DEED

**SANTA CLARA VALLEY WATER DISTRICT**, a Special District, created by the California Legislature (Valley Water), hereinafter "Grantor," does hereby release and forever quitclaim to the County of Santa Clara, a division of the State of California, hereinafter, "GRANTEE", all its right, title and interest in that real property situated in the City of San Jose, County of Santa Clara, State of California, and shown and described in "Attachment A", attached hereto and made a part hereof.

Dated this                      day of                      , 20

**VALLEY WATER**

By:

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

Attest: Michele L. King, CMC

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



**ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA } SS

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said County and State

**CAPACITY CLAIMED BY SIGNER**

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

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

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

\_\_\_\_\_

**Certificate of Acceptance by Grantee  
(Government Code Section 27281).**

In accordance with Government Code Sec. 27281, this is to certify that the interest in real property conveyed by Santa Clara Valley Water District, in the foregoing Grant Deed to the County of Santa Clara, a political subdivision of the State of California, is hereby accepted pursuant to authority delegated by resolution of the Board of Supervisors of the County of Santa Clara on [Insert date of Director signature], and the County consents to the recordation thereof by its duly authorized officer.

By: \_\_\_\_\_  
Harry Freitas, Director  
Roads and Airports Department

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_, County Counsel

[NOTE: DIRECTOR'S SIGNATURE MUST BE NOTARIZED AS SEPARATE ATTACHMENT]

Attachment A  
(to EXHIBIT 4)  
Legal Plat and Description

**SANTA CLARA VALLEY WATER DISTRICT**  
San Jose, California

By: B. Snyder  
Date: 12/21/11

Date Revised:  
Revised By:

Checked by: \_\_\_\_\_ Date: \_\_\_\_\_

PROJECT: ALTA VISTA WAY & HIGHLAND DRIVE  
PROPERTY: SCVWD TO COUNTY OF SANTA CLARA

File No.: 4029-10.01

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

All those rights, title and interest granted to the Santa Clara County Flood Control and Water Conservation District, now known as Santa Clara Valley Water District, in the deed recorded as Document Number 1905344, in the office of the Recorder, County of Santa Clara, State of California, which lie within the following described parcel of land:

A portion of Lot 62 as said Lot is shown on the Amended Map of East Highlands, which map was filed for record in the Office of the County Recorder of the County of Santa Clara, State of California, on May 3, 1928, in Vol. "W" of Maps, Pages 54 and 55, and more particularly described as follows:

BEGINNING at the most westerly corner of said Lot 62: thence along the northwesterly line of said Lot 62; N54°21'E, 81.36 feet; thence S67°17'14"E, 35.19 feet to the northeasterly line of said Lot 62: thence along said northeasterly line, S32°42'E, 5.01 feet; thence S54°21'W, 2.53 feet; thence N67°17'14"W 35.19 feet; thence S54°21'W, 78.95 feet to the southwesterly line of said Lot 62; thence along said southwesterly line, from a tangent which bears N31°01'50"W, along the arc of a curve to the left, with a radius of 585.24 feet, through a central angle of 0°29'38", for a distance of 5.04 feet to the POINT OF BEGINNING.

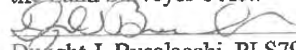
Containing 0.013 acres of land, more or less.

**BASIS OF BEARING:**

Bearings are based on and identical to that certain map entitled, "AMENDED MAP OF EAST HIGHLANDS" filed in Book "W" of Maps at pages 54 and 55, Santa Clara County Records.

**SURVEYOR'S STATEMENT:**

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

  
Dwight J. Busalacchi, PLS7903

12/29/11  
Date



