

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

**RESOLUTION NO. 21-**

**CONVEYANCE OF REAL PROPERTY BY A QUITCLAIM DEED  
TO CALIFORNIA ANTIQUE AIRCRAFT MUSEUM FOR THE  
UPPER LLAGAS CREEK FLOOD PROTECTION PROJECT  
PROJECT NO. 26174051 (MORGAN HILL)**

WHEREAS, on June 10, 2014, the Board certified the Environmental Impact Report for the Upper Llagas Creek Flood Protection Project (Project) by Resolution No. 14-67; and

WHEREAS, District staff prepared a CEQA Categorical Exemption in accordance with CEQA Guidelines §15312 that defines the Class 12 categorical exemption for surplus government property sales where none of the conditions identified in CEQA Guidelines Section 15206(b)(4) for disqualification of an exemption were applicable.

WHEREAS, the existing real property interest was acquired by Santa Clara Valley Water District (District) in the grant deed recorded as Document Number 6919020 in the office of the Recorder, County of Santa Clara, State of California, dated December 4, 1980 (District File No. 5010-107); and

WHEREAS, the property was originally dedicated to the District for purposes of the Project without cost; and

WHEREAS, a portion of the property conveyed to the District in 1980, described and depicted in Quitclaim Deed (Document No. 5010-107.1) attached hereto as Exhibit A, and hereinafter referred to as the "Property," is not required for the Project; and

WHEREAS, the Property is 3,832 square feet, and the contiguous property owners, the California Antique Aircraft Museum (825-10-076), Rogers (825-10-080), and Polhaupessy (825-10-078), are private property owners and these properties are not used for open-space or low- and moderate-income housing purposes; and

WHEREAS, the District has determined that there are no other District purposes for which the Property is required; and

WHEREAS, the District may reconvey real property to the former owner or his or her successor in interest for less than fair market value if the District finds that a public purpose exists justifying that reconveyance for less than fair market value; and

WHEREAS, the District will avoid costs and liabilities by conveying the Property to California Antique Aircraft Museum, owner of the adjacent and contiguous land; and

WHEREAS, the District shall receive \$1 as the less than fair market value for the conveyance of Quitclaim Deed (Document No. 5010-107.1) from the District to California Antique Aircraft Museum.

**CONVEYANCE OF REAL PROPERTY BY A QUITCLAIM DEED TO CALIFORNIA ANTIQUE AIRCRAFT MUSEUM FOR THE UPPER LLAGAS CREEK FLOOD PROTECTION PROJECT, PROJECT NO. 26174051 (MORGAN HILL)**

Resolution No. 21-

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NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Santa Clara Valley Water District that:

1. The recitals set forth above are incorporated herein by this reference.
2. The Property of the District described in Exhibit A is no longer required for the construction of the Project or for any other District purpose, and based on the facts set forth in the recitals, the Property is exempt surplus land.
3. The conveyance of the Property will result in public cost saving benefits because its disposition will release the District from the liability associated with the Property and will result in minor savings in annual property maintenance costs.
4. The sale to the California Antique Aircraft Museum of Property, described and depicted in the Quitclaim Deed (Document No. 5010-107.1) that is attached hereto as Exhibit A, through the Real Property Purchase and Sale Agreement, attached hereto as Exhibit 1, is approved, and the Chief Executive Officer is hereby authorized to execute and deliver the Real Property Purchase and Sale Agreement and Quitclaim Deed (Document No. 5010-107.1) to the California Antique Aircraft Museum.
5. All exhibits referenced in this resolution are attached hereto and made a part hereof.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on January 12, 2021:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

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Chair, Board of Directors

ATTEST: MICHELE L. KING, CMC

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Clerk, Board of Directors

# **EXHIBIT 1 COVERSHEET**

## **REAL PROPERTY PURCHASE AND SALE AGREEMENT**

No. of Pages: 15

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

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into by and between the SANTA CLARA VALLEY WATER DISTRICT, a Special District created by the California Legislature (hereinafter "DISTRICT") and CALIFORNIA ANTIQUE AIRCRAFT MUSEUM (hereinafter "BUYER"), upon execution by DISTRICT (hereinafter "Effective Date"). DISTRICT and BUYER, each a party of 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 unincorporated area of the County of Santa Clara, State of California, APN: 825-10-077, more particularly described and depicted in the Quitclaim Deed (Document No. 5010-107.1) attached as **EXHIBIT "A"** and incorporated herein by this reference (hereinafter "PROPERTY"). BUYER and DISTRICT acknowledge that the PROPERTY encompasses approximately 3,832 square feet of land; and,
- B. WHEREAS, Section 31 of the District Act allows the Board to reconvey real property to the former owner or his or her successor in interest for less than fair market value if the DISTRICT finds that the real property is no longer necessary to be retained for the uses and purposes thereof and a public purpose exists justifying the reconveyance for less fair market value; and
- C. WHEREAS, BUYER is the successor in interest to the NORTHERN CALIFORNIA REGIONAL CHAPTER OF THE ANTIQUE AIRPLANE ASSOCIATION, the original grantor (Document #12963575, recorded 7/26/1995) to the DISTRICT and BUYER currently uses the adjacent larger property as an aircraft museum open to the public by a charitable organization; and
- D. WHEREAS, disposal of this property will release Valley Water from liability associated with the property as well as realizing minor savings in yearly maintenance costs (weed abatement); and
- E. WHEREAS, DISTRICT desires to sell the PROPERTY to BUYER and BUYER desires to purchase the PROPERTY from DISTRICT for \$1 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 the Agreement. BUYER and DISTRICT agree that the PROPERTY is currently being utilized by the BUYER.

2. **PURCHASE PRICE:** BUYER shall pay to DISTRICT, in consideration of DISTRICT's conveyance to BUYER of said PROPERTY the sum of ONE DOLLAR (\$1.00). 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.
4. **PAYMENT OF PURCHASE PRICE:**
  - A. BUYER shall deposit the Purchase Price with Old Republic Title Company, 224 Airport Parkway, Ste 170, San Jose, CA 95110 (the "Escrow Holder") 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. Within five (5) business days from the date of execution of this Agreement by DISTRICT, DISTRICT shall open the escrow with Old Republic Title Company (Escrow No.: 0616018624-IM). 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 forty-five (45) calendar days from the date of full execution of this Agreement to close escrow, and shall provide DISTRICT and Escrow Holder with a written notice of the close of escrow at least ten (10) business days in advance of such close, but in no event shall escrow close later than March 31, 2021. Such date shall be referred to herein as the "Closing Deadline."
- 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.
- D. On or before the Closing Deadline, DISTRICT shall deposit with Escrow Holder all 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 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.

- (iii) 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
  - a) 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;
  - b) Escrow Holder shall return all instruments and documents deposited into the escrow to the parties depositing the same;
  - c) 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
  - d) 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.
- (ii) If any condition described in this paragraph G is not timely satisfied (or waived by DISTRICT in writing) on or prior to Closing Deadline;
  - a) 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;
  - b) Escrow Holder shall return all instruments and documents deposited into the Escrow to the parties depositing the same;
  - c) 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
  - d) 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, EXCEPT FOR THE LIMITED WARRANTY OF TITLE TO BE GIVEN IN THE GRANT DEED 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 RESCISSION 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 7.B. SHALL BE DEEMED REAFFIRMED AS OF THE CLOSE OF ESCROW AND SHALL SURVIVE THE CLOSE OF ESCROW AND SHALL NOT BE MERGED THEREIN. THIS SECTION 7.B. SHALL SURVIVE THE EXPIRATION OF THIS AGREEMENT OR THE SUCCESSFUL EXECUTION AND DELIVERY OF THE QUITCLAIM DEED TO THE BUYER. 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 7.A. AND 7.B. BY INITIALING BELOW:**

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

8. **INDEMNITY:** As DISTRICT did not conduct any business operations on the subject Property during its ownership, BUYER agrees to indemnify, defend, and hold harmless DISTRICT, its agents, officers, directors, and employees from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation, interest, penalties and reasonable attorney's fees), fines, taxes, levies, imposts, assessment, demands, damages or judgments of any kind or nature, whether in law or equity (including, without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) relating to, arising out of, pertaining to, or resulting from Valley Water's prior ownership of the subject Property. This Section 8 shall survive the expiration of this Agreement or the successful execution and delivery of the quitclaim deed to the BUYER.
9. **TITLE:** BUYER acknowledges receipt and examination of Escrow Holder's Preliminary Title Report dated April 10, 2020 (Old Republic Title Company Order #0616018624-IM). 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 shall cause Escrow Holder to issue a CLTA extended coverage owner's policy of title insurance, or, at BUYER's election, an ALTA 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.
10. **POSSESSION:** Possession shall be delivered to BUYER upon Close of Escrow and recordation of the grant deed.
11. **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: Bill Magleby  
Senior Real Estate Agent  
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: California Antique Aircraft Museum  
12777 Murphy Avenue  
San Martin, CA 95046

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

12. **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.
13. **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.
14. **DOCUMENTS RELATED TO PROPERTY:** 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 limitation 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; provided, however, prior to the close of Escrow, BUYER shall not assign or transfer this Agreement or any interest, right, or obligation in this Agreement without the prior written consent of the DISTRICT and any such assignment or transfer without such written consent 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, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DISTRICT:

BUYER:

SANTA CLARA VALLEY WATER  
DISTRICT

California Antique Aircraft Museum

\_\_\_\_\_  
Rick L. Callender, Esq.  
Chief Executive Officer

\_\_\_\_\_  
Lia Peterson  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

# EXHIBIT A

AFTER RECORDING RETURN TO:

California Antique Aircraft Museum  
12777 Murphy Avenue  
San Martin, California 95046

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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APN: 825-10-077 (portion)

DOCUMENT NO.: 5010-107.1

## QUITCLAIM DEED

**SANTA CLARA VALLEY WATER DISTRICT**, a Special District, created by the California Legislature (District), hereinafter "Grantor," does hereby release and quitclaim to CALIFORNIA ANTIQUE AIRCRAFT MUSEUM, hereinafter, "GRANTEE", all that real property situated in the unincorporated area of the County of Santa Clara, State of California, and shown and described in EXHIBIT "1", attached hereto and made a part hereof.

Dated this                      day of                      , 20

SANTA CLARA VALLEY WATER  
DISTRICT

By: \_\_\_\_\_  
Rick L. Callender, Esq.  
Chief Executive Officer

Attest: Michele L. King CMC

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

# EXHIBIT A

DOCUMENT NO.: 5010-107.1

## ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA } SS

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

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

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

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

WITNESS my hand and official seal.

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

## CAPACITY CLAIMED BY SIGNER

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

☐ Individual

☐ Trustee(s)

☐ Corporate Officer(s): \_\_\_\_\_

☐ Guardian/Conservator

☐ Partner(s)   ☐ Limited   ☐ General

☐ Other: \_\_\_\_\_

☐ Attorney-In-Fact: \_\_\_\_\_

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

# EXHIBIT 1

## SANTA CLARA VALLEY WATER DISTRICT San Jose, California

By: K. Comerer  
Date: 11/04/15

Date Revised:  
Revised By:  
Checked by: \_\_\_\_\_ Date: \_\_\_\_\_

PROJECT: UPPER LLAGAS CREEK  
PROPERTY: SCVWD TO CALIFORNIA ANTIQUE AIRCRAFT MUSEUM File No.: 5010-107.1

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

Being a portion of the lands described in the Grant Deed from Northern California Regional Chapter of the Antique Airplane Association to the Santa Clara Valley Water District, a public corporation, recorded on December 4, 1980 as Document No. 6919020 of Official Records, Santa Clara County records, being a portion of Lot 114 as shown on that certain map entitled "San Martin Ranch Map No. 2" filed on January 27, 1893 in Book "G" of Maps, at Pages 38 and 39, said Santa Clara County Records, more particularly described as follows:

BEGINNING at the most southerly corner of said Santa Clara Valley Water District parcel; thence along the southeasterly line of said Santa Clara Valley Water District parcel, North 66° 51' 58" East, 5.65 feet to the TRUE POINT OF BEGINNING; thence leaving said southeasterly line, North 23° 08' 02" West, 198.04 feet to a point on the northwesterly line of said Santa Clara Valley Water District parcel; thence along said northwesterly line, the northeasterly and said southeasterly lines the following three (3) courses: 1) North 66° 52' 09" East, 19.35 feet, 2) South 23° 08' 02" East, 198.04 feet, and 3) South 66° 51' 58" West, 19.35 feet to the TRUE POINT OF BEGINNING.

Containing 3,832 square feet or 0.088 acre of land, more or less.

END OF DESCRIPTION

### BASIS OF BEARINGS:

Bearings and distances described herein are based on the California Coordinate System of 1983, Zone 3, Epoch 2011.43. Multiply herein described distances by 1.00001657 to obtain ground level distances.



## EXHIBIT 1

### SURVEYOR'S STATEMENT:

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

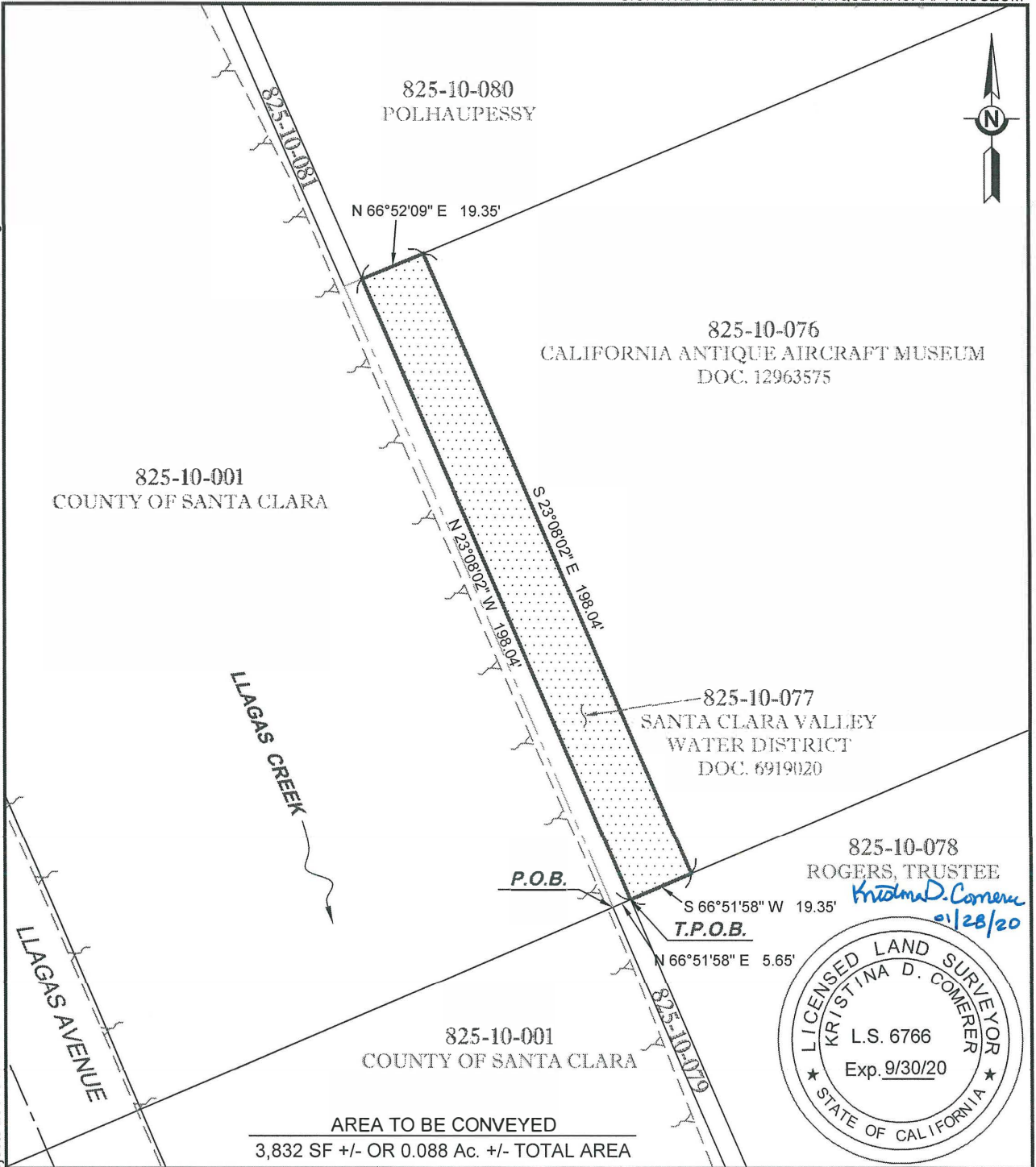
Kristina D. Comer  
Kristina D. Comerer, PLS 6766

Date: Dec. 18, 2019



# EXHIBIT 1

S.C.V.W.D. CALIFORNIA ANTIQUE AIRCRAFT MUSEUM



Santa Clara Valley Water District



SCALE: 1" = 40'

REV.	APPR.	DATE	DESCRIPTION
1		01/20	CHANGE APN'S AND ADD LINE WORK
2			

PROJ. NO.	26174051
FILE NO.	5010-107.1
APN	825-10-077
TITLE REPORT NO.	XXXX
DRAWN	G. Comerer
DATE	01/28/20

SCVWD C:\Civil 3D Projects 201\RMCLLG09\PLATSCVWD TO CALIFORNIA ANTIQUE AIRCRAFT MUSEUM 825-10-077 R6 FN 5010-107.1 PLAT\_V2.dwg